

**CONTRACT BETWEEN
MARIN COMMUNITY COLLEGE DISTRICT
AND THE
UNITED PROFESSORS OF MARIN/
AMERICAN FEDERATIONS OF TEACHERS
LOCAL 1610**

JULY 1, 1998 - JUNE 30, 2001

Articles
1-7

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UPM/MCCD COLLECTIVE BARGAINING AGREEMENT

JULY 1, 1998 - JUNE 30, 2001

PREAMBLE

This Agreement is entered into this 13th day of July, 1999 by and between United Professors of Marin, AFT Local 1610 (hereinafter referred to as "UPM/AFT" or UPM) and the Marin Community College District (hereinafter referred to as "District" or MCCD).

ARTICLE 1: RECOGNITION

1.1 For the purposes of this Agreement, the Unit shall include all permanent/probationary faculty, all faculty employed in FTES generating instruction, all faculty employed in fee based (non-FTES) instruction whose period of employment is nine (9) or more days in a contract year (a contract year runs from July 1 to June 30) or three (3) or more days in any quarter or semester, and all temporary credit faculty.

1.2 Any UPM unit member who is assigned and accepts either managerial or supervisory duties over UPM unit members (i.e., hiring, firing, evaluating, promoting, demoting, grievance administration, disciplining, transferring and/or assigning UPM unit members) shall immediately be removed from the UPM unit and therefore shall have their salary and fringe benefits placed on the non-instructional side of the CCFS 311 report form and all reports regarding expenditure accounting regarding the "50% Law."

However, if a UPM unit member is assigned and accepts an administrative or coordination assignment that does not require the performance of managerial or supervisory duties over UPM unit members, he/she shall remain in UPM's unit but shall have that portion of their salary and fringe benefits that equals the administrative/coordination pro rata portion of their assigned duties placed on the non-instructional side of the CCFS 311 report form and all reports regarding "50% law" expenditure accounting.

1.3 The Unit definition of 1.1 above shall include the following positions: Instructor, Librarian, Counselor, College Health Center Nurse, Coordinator ("Director") of Extended Opportunity Programs and Services, Coordinator of the Art Gallery, Coordinator of the Disabled Students Program. Compensation for all positions cited above shall be determined by past practice unless otherwise provided for in the agreement. In addition, the following positions shall be compensated by reassigned time, overload, or stipend as designated.

Based on proposals from the Fine and Visual Art Department chairperson, the UDWC shall determine the area(s) for allocation of 3 T.U. for the Fine and Visual Art Department. Based on proposals from the Dean of Humanities and Instructional Technologies, the UDWC shall determine the assignment of 1 T.U. for Library Coordinator. Following final approval by the UDWC, those 4 T.U. become a permanent part of the list of compensated units in Article 1.3. The Library Coordinator position shall commence as of the ratification date of this agreement This shall be based on the criteria defined in Article 8.3.2 Category III of the CBA.

In addition, the following positions shall be compensated by reassigned time, overload or stipend as designated:

Coordinators of Fine & Visual Art Programs:

Ceramincs & Sculpture	1.0 TU	(Teaching Unit) per semester
Jewelry	1.0 TU	(Teaching Unit) per semester
Photography.....	1.0 TU	(Teaching Unit) per semester
Coordinator of Business Skills KTD.....	1.0 TU	(Teaching Unit) per semester
Coordinator of Business Skills IVC	1.0 TU	(Teaching Unit) per semester
Coordinator of Compr. Info. Sys. KTD.....	2.0 TU	(Teaching Units) per semester
Coordr. of Comm/Basic Skills Lab KTD ...	1.0 TU	(Teaching Unit) per semester
Coordinator of Computer Science (KTD) ..	1.0 TU	(Teaching Unit) per semester
Coordinator of Court Reporting	3.0 TU	(Teaching Units) per semester
Coordinator of Dental Assist. Program	1.5 TU	(Teaching Units) per semester
Coordinator of Early Childhood Ed.	1.0 TU	(Teaching Unit) per semester
Coordinator of English Skills Prog. IVC....	1.0 TU	(Teaching Unit) per semester
Coordinator of ESL Non-Credit	3.0 TU	(Teaching Units) per semester

Coordinator of Film Program.....	1.0 TU	(Teaching Unit) per semester
Coordinator of Library	1.0 TU	(Teaching Unit) per semester
Coordinator of Math Lab KTD	2.0 TU	(Teaching Units) per semester
Coordinator of Math Lab IVC.....	2.0 TU	(Teaching Units) per semester
Coordinator of Math Sci. Lrng Ctr. KTD...	1.0 TU	(Teaching Unit) per semester
Coordinator of Medical Assisting Prog.....	1.0 TU	(Teaching Unit) per semester
Coordinator of Multimedia Studies Prog. ..	1.0 TU	(Teaching Unit) per semester
Coordinators of Performances:		
Dance	2.0 TU	(Teaching Units) per semester
Drama.....	2.0 TU	(Teaching Units) per semester
Music	2.0 TU	(Teaching Units) per semester
Coordinator of Student Newspaper	1.0 TU	(Teaching Unit) per semester
Coordinator of Work Experience.....	3.0 TU	(Teaching Units) per semester
Assistant Director of Nursing	<u>3.0 TU</u>	(Teaching Units) per semester
Total	40.5 TU	(Teaching Units) per semester

1.4 The Unit as recognized by the District may be modified in accordance with a decision rendered by the Public Employment Relations Board on any contested positions or by mutual agreement of the parties.

ARTICLE 2: PAYROLL DEDUCTIONS

2.1 The District shall deduct dues, insurance, charitable contributions, assessments, credit union and all other obligations due the bargaining unit from the wages of all unit members of UPM/AFT 1610 on the date of the execution of this Agreement and who have submitted dues authorization forms to the District.

2.2 The District shall deduct dues, insurance, charitable contributions, assessments, credit union and all other obligations due the bargaining unit from the wages of all unit members who, after the date of the execution of this Agreement, become members of UPM/AFT 1610 and submit to the District the dues authorization forms.

ARTICLE 3: WAGES

3.0 (a) All permanent/probationary credit unit members shall be paid at the average of the top three credit salary schedules in the Bay Ten Community Colleges (3.0.1(b) below) within the limits and procedures outlined in Section 3.0.1 as of July 1 of each fiscal year covered by this agreement. The "top three credit salary schedules" in the Bay Ten Community College Districts shall be identified and the calculations completed/reviewed by one UPM appointed representative and one District appointed representative. The calculations shall be made utilizing credit salary schedules in use in the Bay Ten Districts on June 30 of the fiscal year preceding the year being adjusted. These adjustments shall not cause the dollar amount of any step on the Credit Salary Schedule to be decreased.

(b) Credit salary schedules in effect on 6/30/98 shall be used for the salary increase effective 7/1/98 (Appendix "A-1"). Credit salary schedules in effect on 6/30/99 shall be used for the salary increase effective 7/1/99 (Appendix "A-2"). Credit salary schedules in effect for on 6/30/2000 shall be used for the salary increase effective 7/1/2000 (Appendix "A-3").

3.0.1 (a) Comparability shall be calculated and a new credit salary schedule constructed using the following principles and methods. A percentage increase will be computed using the following procedures:

1. Identify the one highest annual step and column amount on the salary schedules identified in 3.0 (a) for each Bay 10 Community College District.
2. Identify the three highest amounts identified in Step 1.
3. Compute the arithmetic average of the three highest amounts from Step 2 and round to the nearest whole dollar.
4. Subtract the amount determined in Step 1 for Marin from the amount computed in Step 3. If the result is less than 0, then the result is 0.
5. Divide the result in Step 4 by the amount for Marin determined in Step 1.
6. Multiply the result from Step 5 by 100 and round to the nearest hundredth. This result is the percentage increase.
7. The percentage computed in Step 6. above is then applied to every step on every column on the credit salary schedule and rounded to the nearest whole dollar. This becomes the new credit salary schedule.

(b) The Bay Ten community college districts are the following: Marin, San Francisco, San Mateo, Foothill-DeAnza, West Valley, San Jose, Chabot-Las Positas, Fremont-Ohlone, Peralta, and Contra Costa.

(c) No off-schedule raises or salary steps among the Bay Ten Districts shall be used for any purpose in the calculations of the top three Bay Ten averages for any step or any column.

3.0.2 (a) For the 1998/2001 contract years, the steps and columns of the Credit Salary Schedule (Appendices A-1, A-2 and A-3) shall remain in effect except as amended in accordance with 3.0 and 3.0.1 of the CBA.

(b) Step movement of unit members on the salary schedule is as provided for in Article 3.8.6.

(c) Substitute Pay: The current Substitute Instructor Salary Schedule to be increased by the same percentage rate as column 3, step 10 on the Credit Salary Schedule as of July 1, 1998, July 1, 1999 and July 1, 2000.

(d) Retroactive pay and benefit compensation for 1998/99 shall be disbursed within 75 days of the ratification date of this agreement.

- (e) Stipend: The stipend rate for 1998/1999/2000 shall be increased on a yearly basis by the same percentage as column 3, step 10 on the Credit Salary Schedule.

3.1 Intersession Rate - Credit Program

All unit members employed during intersession in the credit program shall be paid 80% pro rata, except as provided for in 8.21.

3.2 Compensation Formula: Temporary Unit Members in Non-credit Semester Program on Campus

(a) As of July 1, 1991 all temporary ESL unit members and all other temporary unit members working in the non-credit semester program on campus within the academic year shall be placed on the credit salary schedule in accordance with their years of equivalent full-time service (where full time equals 30 hours per week times 35 weeks = 1050 hours per academic year) and shall be paid 80% pro rata as determined by the employee's placement on the credit salary schedule. Salary may be determined according to the formula: credit salary schedule step and column $\times .8 \times$ Weekly Hourly Assignment divided by 30 (where a full-time equivalent workload for an academic year is 30 hours per week). Initial placement for temporary ESL unit members working the non-credit semester program on campus shall be no higher than Step 7. Step 14 is the highest step on the credit salary schedule for advancement.

(b) The non-credit instructor hourly salary schedule shall be modified by increasing each of its steps and columns by the same percentage increase given step 10, column 3 of the Credit Salary Schedule (i.e., as granted due to the provisions of 3.0 (a) above) effective 7/1/98, 7/1/99 and 7/1/2000

3.3 Compensation Formula: Unit Members Working in Non-credit Service Program

Unit members working in the non-credit service program shall be paid based upon the hours of employment and years of service as recognized on the current non-credit instructor hourly salary schedule for all courses taught on a quarter schedule. Service in summer intersession assignments (summer quarter) shall be counted for the purposes of establishing salary longevity pay rates from 1/1/86 on.

3.4 Initial and Highest Salary Placement: Temporary Unit Members Working in the Credit Program

Initial placement for temporary unit members working in the credit program shall be no higher than Step 3. Step 14 is the highest step on the credit salary schedule for advancement, (except for those unit members who were placed above Step 10 in an earlier agreement). Any temporary credit unit member who was placed above step 10 in an earlier agreement and who is currently on step 11, 12, or 13 may advance on the salary schedule to a maximum of Step 14, as provided for in Article 3.8.6. All temporary unit members working in the credit program shall be paid at the level of 80% pro rata of the individual unit member credit salary schedule placement.

3.5 Definition of an Earned Doctorate

3.5.1 For the purposes of salary placement and bonus awards, an "earned doctorate" is defined as a degree containing the word "doctor" which is awarded by an institution accredited, at the time of the granting of the degree, by an organization acceptable to the University of California, Graduate Division.

3.5.2 If the degree is not granted by an organization that is acceptable to the University of California Graduate Division, the employee must furnish proof of acceptance of the degree by Stanford University or any California State University. Earned doctorates from foreign institutions must be acceptable in the same manner.

3.6 Unit Members: Compensation For Work Performed Beyond 175 Days

All permanent/probationary unit members working in the credit and non-credit semester programs on campus, paid on the credit salary schedule, and working more than 175 days per academic year/work year shall be paid the intersession rate for all work performed beyond 175 days of the academic year/work year (as defined in 9.1 of the CBA).

3.7 Management Teaching Salaries

Effective July 1, 1986, a manager who teaches in the credit program may have that portion of his/her salary charged on the instructional side of the 50% calculation.

The portion of salary charged shall be 80% pro-rata pay per unit after determining the manager's placement on the "Credit Salary Schedule" according to the same criteria used for all unit members working in the credit program.

Since the State Chancellor's Office will not accept modifications to the prior year CCFS-311 reports, UPM/AFT agrees to accept the amounts submitted in all prior years for proration of management salaries for teaching.

3.7.1 Certificated district managers assigned teaching duties in accordance with Section 8.14.1 of the CBA are not members of the UPM Collective Bargaining Unit (see Section 1.2 of the CBA).

3.8 Placement and Vertical Movement (Steps)

3.8.1.1 Initial Step Placement on the Credit Salary Schedule

All newly hired probationary unit members and District certificated management employees who-become unit members (as provided for in Section 1.1 & 1.2 of the agreement) shall be placed on the credit salary schedule for the first time. They shall be asked to furnish information and documentation to the District Personnel Department showing "creditable" (see 3.8.2) previous experience which would affect their initial step and column placement on the Credit Salary Schedule. The newly hired/probationary unit member will be tentatively placed no higher than step ten (10) on the salary schedule pending review of all required documents submitted to the Personnel Department. All previous "creditable" education and work experience must be documented before the end of the semester or summer session (except as provided for in Section 3.8.8.2). A change will be made in the salary placement and supplemental pay or payroll deduction accordingly, if:

- 1) Transcripts and other criteria defined herein (3.8.2) support a higher placement on the salary schedule or
- 2) Transcripts (s) and/or letters(s) certifying experience, submitted within the semester or summer session, do not verify sufficient and/or creditable course work or experience (defined above) to justify the tentative placement or
- 3) No documentation is provided by the end of the semester or summer session in which the work takes place.

If the documentation is furnished after the end of the semester or summer session, a salary schedule adjustment will be effective the first pay period following submission of sufficient documentation. There shall be no retroactive payment.

Initial vertical placement on the Credit Salary Schedule shall be determined solely on the basis of the criteria and procedures enumerated herein.

3.8.1.2 Step Placement Limit

Work that is determined by the District Personnel Office to be "creditable work experience" shall be granted on a year for year basis (except as provided for herein) Initial step placement of permanent/probationary unit members on the credit salary schedule shall not exceed step ten (10) on any column (except for retreating and/or returning managers qualified for "advanced placement"), nor step 3 on any column of the credit salary schedule for temporary credit unit members except as provided for herein.

3.8.1.3 Any district employee exercising his/her right to retreat into the bargaining unit as a first year probationary unit member (E.C. 87458) shall be initially placed as provided for in 3.8.1.1 and 3.8.1.2 above.

3.8.1.4 Advanced Placement Standards

As an incentive, the District shall offer advanced placement (beyond Step ten) for probationary/retreating and/or permanent/returning unit members on the Credit Salary Schedule.

3.8.1.4.1 Applicability of this provision.

This section of the agreement applies to unit members from the following categories who request advanced initial placement on the Credit Salary Schedule:

(a) Faculty assigned to the unit from a previous non-unit administrative, managerial, confidential or supervisory position (retreating) who were initially employed by the District after July 1, 1990, in an administrative, supervisory position requiring certification qualifications who became a regular employee as a classroom instructor pursuant to Education Code 87458, and who were not employed under a lifetime credential as of July 1, 1990 and who had not previously been placed on the credit salary schedule.

(b) All other faculty (retreating) assigned to the unit from a previous non-unit, administrative, managerial, confidential or supervisory position in the District.

(c) All unit members who become managers and subsequently return to the unit.

3.8.1.4.2. Applying for Advanced Placement.

Retreating and returning district employees who anticipate entering the bargaining unit and applying for "advanced initial" or "advanced returning" placement, shall complete an "Assessment form for Advanced Placement" and submit it to the District Personnel Department and the UPM/AFT at least thirty (30) days prior to the beginning of the first year. The Advanced Placement form shall provide information demonstrating that the unit member has met the Advanced Placement standards cited below:

3.8.1.4.3. Advanced Placement Standards: The unit member possesses one or more of the following credentials and satisfies the associated criteria:

1. CREDENTIAL MAJORS/MASTERS OR HIGHER

(a) CREDENTIAL SPECIFYING MAJORS:

Life CC Instructor
Life Standard Jr. College [Fisher]
Life Standard Designated Subject
Life Special Secondary
Life Standard Secondary
HSPS Instructor/Grandparent Waiver
HSPS Instructor/Waiver

and nine (9) teaching units or equivalent hours of non-teaching bargaining unit service in the discipline/service area in a credit program at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or nine (9) semester units of upper division or graduate work in the discipline at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

(b) A Masters Degree or higher in the assigned discipline (see the UPM/MCCD Discipline List in 15.8.7 of the CBA)

and nine (9) teaching units or equivalent hours of non-teaching bargaining unit service in the discipline/service area in a credit program at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or nine (9) semester units of upper division or graduate work in the discipline at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

(c) an MCCD Credential

and completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

2. CREDENTIAL MINOR

(a) CREDENTIAL SPECIFYING MINORS:

Life CC Instructor
Life Standard Jr. College [Fisher]
Life Standard Designated Subject
Life Standard Secondary
MCCD Minor Award

and twenty four (24) teaching units or equivalent hours of non-teaching bargaining unit service in the discipline/service area in a credit program at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

(b) A Masters Degree or higher in a related discipline and a Minor in the assigned discipline (see the UPM/MCCD Discipline List in 15.8.7 of the CBA)

and twenty four (24) teaching units or equivalent hours of non-teaching bargaining unit service in the discipline/service area in a credit program at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

3. CREDENTIAL NOT SPECIFYING A MAJOR OR MINOR.

Life General Secondary
Life Junior College
[Pre-Fisher]

and Master's Degree or higher in the assigned discipline (see the UPM/MCCD discipline list in 15.8.7 of the CBA) awarded by an accredited college or university or a comparable, accredited private institution.

and twenty four (24) teaching units or equivalent hours of non-teaching bargaining unit service in the discipline/service area in a credit program at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years.

4. LIFE CC LIBRARIAN OR MCCD LIBRARIAN CREDENTIAL

and the equivalent to 15 teaching units of paid professional college library experience, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

5. LIFE CC COUNSELOR OR MCCD COUNSELOR CREDENTIAL

and the equivalent to 15 teaching units of paid professional college counseling experience, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years. Unit members who meet the advanced placement criteria above, shall be assigned advanced initial placement or returning placement on the credit salary schedule (see 3.8.2, 3.8.3.1 and 3.8.3.2)

3.8.1.4.4 Unit members retreating or returning under the provisions of section 87458 of the Ed. Code and who have not met the advanced placement standards, may voluntarily undertake, at their personal expense, up to one academic year of retraining not to exceed the number of units necessary to comply with the standard.. Such training shall include up to one year of upper division or graduate credit units only in their assigned discipline/service at an accredited college or university or a comparable, accredited private institution (as defined in 3.5.1 and 3.5.2 of the CBA). Unit members who undertake such training shall be granted a paid leave of absence under Section 87764 of the Ed. Code for the purpose of retraining.

3.8.1.4.5 A Retreating/Returning manager who voluntarily retrains and who successfully completes a minimum of nine (9) units (per semester) shall be paid ninety percent (90%) of his/her salary (plus all fringe benefits including retirement contributions he/she would have received had he/she remained in active service). In the computation of the salary, extra pay for summer session, overloads, etc., shall be excluded. Retreating/returning managers must agree to remain in the employ of the District for two (2) years after return to service, unless otherwise provided for in the CBA.

3.8.1.4.6 The period for retraining provided for herein may be extended for extenuating circumstances, through the mutual concurrence of the college president and the UPM/AFT.

3.8.1.4.7 No leave of absence when granted to a contract employee shall be construed as a break in the continuity of service required for the classification of the employee as tenured. However, time spent on any unpaid leave of absence shall not be included in computing the service required as a prerequisite to attainment of, or eligibility for, tenure (see Ed. Code 87776).

3.8.2 Creditable Work Experience

For unit members, previous paid employment experience (as an instructor, librarian, counselor, school nurse, or other certificated employee as identified in Article 8, Workload, of the agreement) is counted on a year for-year basis if it was equivalent to the job/work assignment, such as full-time teaching in a high school or college environment. Previous paid employment experience is counted on a pro-rated basis if it was part-time, (i.e. credited as a percentage of one year of equivalent full-time employment) or pro-rated if only a portion of the duties were creditable. Elementary teaching, or pre-school teaching, shall not be counted unless the subject matter is Early Childhood Education. Paid non-teaching work directly related to the teaching discipline is counted; e.g., work as a translator would be counted for a language instructor, if satisfactorily documented. Other unrelated work experience is not counted unless the employee meets the minimum qualifications or equivalency for another professional area; e.g., counseling experience would be counted if the person also meets the minimum qualifications or equivalency for employment in the District as a counselor. "Teaching Assistant" work does not count unless it was paid employment and the TA had full responsibility for teaching the class. Student teaching is not counted.

3.8.3 Salary Placement of Managers Who Retreat Into The Faculty and Who Meet the Requirements of Section 3.8.1.4.

3.8.3.1 Managers who retreat to the bargaining unit or are reassigned to the bargaining unit; shall receive a salary placement for creditable service performed prior to their employment at the College of Marin and for work performed as certificated managers subsequent to their employment. The initial placement for work performed prior to their employment shall be determined in accordance with 3.8.1. No more than nine (9) years credit (placement at step 10) may be granted for such service. For work performed subsequent to their employment certificated managers will be granted credit as follows:

- For performance of certificated management duties related to the development, delivery and/or evaluation of Instruction, Library Services, Counseling or related assignments.
- For management of an activity with a direct content link to an area of teaching responsibility.
- For teaching and/or advanced academic study within the discipline to which the manager is retreating or returning.

3.8.3.2 Certificated managers shall be granted credit on a year for year basis for the first five years of creditable certificated management service subsequent to their employment at the College. For each additional two years of service a certificated manager shall be granted one year credit. For creditable service after employment at the College a certificated manager may be granted a maximum of nine (9) years credit.

Example:

1 to 5 years	1 for 1 credit	maximum 5
6-7 years	1 credit	maximum 1
8-9 years	1 credit	maximum 1
10-11 years	1 credit	maximum 1
12-13 years	1 credit	maximum 1
TOTAL		9

3.8.3.3 Creditable service under 3.8.3.1 and 3.8.3.2 shall be combined for certificated managers returning to the bargaining unit. The maximum credits achieved under 3.8.3.1 shall be added to the maximum credits earned under 3.8.3.2. The combined total shall not result in a salary placement beyond step 10 for those who have not met the advanced placement standard. Retreating managers who have met the advanced placement standard may advance to step 18.

3.8.4 Returning Unit Members (Certificated Managers) considered to have met Advanced Placement Standards

Unit members who become managers and subsequently return to the unit within seven (7) years shall be subject to the provision's of 3.8.3.1 and 3.8.2. Unit members who transfer to a management position and return to the unit shall be granted credit on the certificated salary schedule for each completed year of District management service. The credited years of management service shall be added to the highest step the unit member earned before transferring to the management (to the maximum Step 20) [Example: The unit member's highest step placement before becoming a manager was step eleven (11). The unit member completed four years in a creditable management position and returned to the faculty. The unit member shall be placed at Step 15.] Returning managers who have been employed in the MCCD as certificated managers more than seven (7) consecutive years must qualify for advanced placement and satisfy the requirements of sections 3.8.1.4 through 3.8.1.4.7, inclusively; otherwise they shall be placed at the highest step they earned on the unit salary schedule prior to transferring to a management position.

3.8.4.1 A "completed year is at least 75% of 222 work-days or 166.5 workdays within any calendar year. The initial step placement of permanent/probationary unit members on the Credit Salary Schedule shall not exceed step ten (10) on any column , nor step three (3) on any column of the Credit Salary Schedule for temporary credit unit members.

3.8.4.2 For non-teaching employees, experience in their professional field (e.g. Librarian, Counselor) is counted. "Intern" work will be counted if it is paid employment and independently performed, under supervision, after acquisition of the Masters Degree. Experience outside of the professional: field (e.g. teaching Math) is not counted unless the employee also meets the minimum qualifications for the other area(s).

3.8.4.3 For vocational instructors, both paid teaching and appropriate work experience are counted (as provided for in 3.8.1.1, 3.8.1.2 and 3.8.2)

3.8.4.4 "Teaching Assistant" work does not count unless it was paid employment and the TA was the official instructor of record. Student teaching is not counted. Unpaid "intern" work will not be credited.

3.8.4.5 Previous part-time work that is determined by the District Personnel Office to be a "creditable" work experience shall be credited on a pro-rated basis (i.e. credited as a percentage of one year of equivalent full-time employment) and where applicable under the additional provisions defined in 3.8.2.

3.8.5 Temporary Non-Credit Unit Members

Initial step placement shall be in accordance with Article 3.2 and 3.3 of the CBA.

3.8.6 Vertical Step Movement on the Salary Schedule

3.8.6.1 Permanent/Probationary Unit Members

After initial placement on the credit salary schedule, vertical movement to a higher step for permanent faculty members will be effected once each year, effective July first (7/1) at a rate of one step for each 29.5 - 30.5 teaching units or equivalent non-credit service completed in the District, or for librarians, counselors, school nurse and other certificated unit members, one school year of full-time creditable work in the District. Permanent/probationary-unit members teaching less than 29.5 units (or non-teaching unit members working less than a full school year) may also qualify for step movement in the following circumstances as approved by the Board: on a reduced load as long as they teach at least 18 units (60% in non-teaching positions) in the year excluding overloads and intersessions; on a phased-in early retirement program of at least one-half of the days of service required for a regular full-time assignment; on a paid medical leave of absence; on a sabbatical leave, legislative leave, family leave, military leave, jury duty leave, industrial accident leave, pregnancy/disability leave, disability leave and/or assault leave.

Permanent/probationary unit members hired at mid-year are required to complete three semesters before becoming eligible for salary step advancement. Permanent/probationary unit members not on phased-in early retirement, must be in paid status at least 75% of the assigned days in a school year for that year to be credited.

No unit member may receive more than one (1) step (30 units) on the Credit Salary Schedule in any single contract year (e.g. July 1 to June 30).

3.8.6.2 Equivalent Non-Credit Service

All permanent/probationary unit members working in the non-credit program as part of their regularly assigned workload shall move on the Credit Salary Schedule in accordance with their years of pro-rated full-time service (when 700 lecture hours or 1050 laboratory hours per academic year constitute an equivalent full-time workload).

3.8.6.3 Temporary Credit Unit Members

Vertical movement to a higher step shall be at a rate of one step for every 30 teaching units (or equivalent, i.e. for counselors, librarians, school nurse, and other non-instructional unit members.) The teaching units earned in the District shall be credited for movement not to exceed step 14 and will be counted at the end of each semester or intersession. Teaching units earned at other institutions shall be credited for movement not to exceed step 7 and will be counted if satisfactorily documented, but no combination of inside-or-outside-the District teaching units beyond 30 in one year will be counted for purposes of step movement. Advancement from Step 3 to Step 7 shall be based solely on teaching experience (related work experience will not be credited). No credit will be given for teaching units obtained outside the District for Step 8 or beyond. Temporary counselors, librarians, and other temporary non-administrative certificated employees shall receive step advances, with the same limitations as temporary credit teaching faculty based on pro-rated full-time professional experience (i.e. percentage of unit equivalents) Step movement for temporary credit employees who become eligible will be effected at the end of the completed semester or intersession. No unit member may receive more than one (1) step (30 units) on the Credit Salary Schedule in any single contract year (e.g. July 1 to June 30).

3.8.6.4 Temporary Non-Credit Unit Members Step Placement and Movement

After placement on the Non-Credit Instructor Hourly Schedule, unit members shall move from step one following three (3) quarters of district service; from step two following nine (9) quarters of district service; from step three following eighteen (18) quarters of district service in accordance with the provisions of the CBA (See Salary Schedule, Appendix A). The UPM/AFT contract contains specific exceptions to this rule; i.e., ESL and those teaching a semester program on campus). Non-credit experience obtained subsequent to initial placement will not change the unit member's Credit Salary Schedule placement. (The UPM/AFT contract contains specific exceptions to this rule; i.e., ESL and those teaching a semester program on campus).

3.8.7 HORIZONTAL MOVEMENT ON THE CERTIFICATED SALARY SCHEDULE

3.8.7.1 Materials Required

Before movement to a higher column may be considered, a faculty member must present an official transcript of the college degree awarded, college units taken, or Continuing Education Units-(CEU) in Nursing, Learning Disabilities or Dental Assisting completed, which-would support the request for change in column on the salary schedule. The college or university must be accredited by the appropriate regional accrediting organization. If Continuing Education is required as a part of professional-status (i.e., Nursing, Learning Disabilities or Dental Assisting,) 15 hours of professional training equals one (1) unit.

3.8.7.2 Limitations on Receiving Credit

Only upper division or subject-related lower division college credit courses or CEU for Nursing, Learning Disabilities and Dental Assisting will be used for salary schedule purposes. Community College units will not be used for salary schedule column movement beyond the level of the bachelor's degree.

3.8.7.3 Time Limits for Submissions of Documentation

All supporting documentation of initial column placement must be received within six months following placement. If received after that time, the change will be effected beginning with the next semester. For column change following initial placement, unit member must complete requirements for a higher salary class on the salary schedule by September 1 for a July 1 change and all supporting documentation must be received in the Personnel Office by the deadline of December 15 (12/15) for changes effective the preceding July first (7/1). For changes effective the preceding January first (1/1) unit members must complete requirements for a higher salary class on the salary schedule by March 1 for a January 1 change and all supporting documentation must be received in the Personnel Office by the deadline of June thirtieth (6/30).

3.8.7.4 Column Movement for Temporary Credit Certificated Employees

The above paragraphs apply to any temporary credit unit members who are rehired. Temporary non-credit unit members who also teach credit courses, advance on both salary schedules according to the rules of each.

3.8.8 Notification of Initial Step Placement

Within fifteen working days of the initial step and column placement of a unit member on any District Salary Schedule, the District shall notify the unit member of said placement and shall provide UPM with a written explanation of the personnel office decision (e.g. the "Marin Community College District Salary Placement Form") and the subsequent district action. Should the unit member and/or UPM deem the proposed placement to be unsatisfactory the applicant and/or UPM may appeal via the provisions of the grievance procedure in Article 12 of the CBA.

3.8.9 Challenge to Placement by Permanent/Probationary Unit Members

A permanent/probationary unit member whose employment in the district began after July 19, 1993 may, within 90 days of the effective date of this agreement, request a reevaluation of his/her placement on the credit salary schedule by submitting documentation for consideration by the District Personnel Office. Applicants who request step placement credit for previous education and comparable work experience and are denied by the district, may appeal via the grievance provisions in Article 12 of the CBA.

3.8.9.1 Retreating managers who become unit members and were initially placed on the credit salary schedule after July 19, 1993 shall be subject to all the terms and conditions defined herein. Salary placements made on or before July 19, 1993, shall not be affected by this agreement.

3.8.9.2 All other unit members hired after July 19, 1993 who did not receive placement credit as specified in the criteria and procedures described herein including but not limited to Bill Abright, Frank Crosby, Jamie Deneris, Julie Ann Driscoll, George Golitzin, Sidne Horton, Jeannie Laninger, Arthur Lutz, Donna Monahan, Joe Mueller, Laurie Ordin, Armida Quinonez, Carla Smith-Zilber, Kathy Smyth and John Sutherland shall have their work history reviewed by the District Personnel Office for the purpose of adjustment of initial step placement (to the step 10 maximum) and adjustment of their current step placement, including credit earned for step movement subsequent to initial step placement. The adjustments shall be effective July 1, 1997. There shall be no retroactive payment resulting from any adjustment. Unit members who were initially placed on the credit salary schedule as temporary employees and subsequently moved to probationary status shall retain their current step placement and thereafter move in accordance with the provisions of this agreement.

3.8.10 Vocational-Related Disciplines

"Vocational-Related Disciplines" are as follows:

Administration of Justice
Body & Fender
Auto Technology
Business/Accounting
Business /Clerical Studies

Dental Assisting: Registered Auto
Design: Applied
Design: Interior
Electronics- Technology
Engineering Technology

Business General
 Business Management
 Business Office Studies
 Business Off. Studies - Legal
 Business Off. Studies - Medical Trans.
 Business Real Estate
 Business Retailing
 Business Small
 Business Management
 Court Reporting
 Data Proc/Operation
 Data Proc/Programmer

Fire Science
 Indian Justice Systems
 Landscape Construction
 Landscape Maintenance
 Landscape Nursery Management
 Machine & Technology
 Marine Envir. Technology
 Medical Assisting
 Nursing: Registered
 Pre-School Education

3.9 Compensation - Part-time Office Hour

Contingent upon the availability of state categorical funding for 1997/1998 and contingent upon the availability of state categorical funding for each and every successive year:

- (a) Temporary, part-time unit members employed in the credit instructional program who teach two (2) classes, or who have a 40%, but not more than a 60% load per semester (exclusive of intersession), and paid on the credit salary schedule, shall be assigned one (1) office hour per week for fifteen (15) weeks of a semester to be compensated at the current stipend rate as provided for in article 8.3.9. (c).
- (b) The District does not guarantee office space or a phone to the unit member in order to hold this office hour.
- (c) The office hour is not counted in the 60% load restriction in the Education Code.
- (d) Payment for part-time office hours will be made in four (4) equal payments in the semester, (e.g. for the Fall semester – end of September, October, November, December; for Spring semester – end of February, March, April, May).

(See Memorandum of Understanding Re: Part-time Office Hours for implementation language)

3.10 Payment Schedules for Part-Time Temporary/Intersession Assignments

3.10.1 Payment for part-time temporary assignments, including intersessions and stipends will be made within ten (10) working days following the end of the month in which the service is performed.

3.10.2 Payments for part-time temporary assignments will be made in five (5) equal payments in the semester, beginning with a mid-month payment in the first full month of a semester, (e.g. Classes beginning in August would begin to receive compensation on the September mid-month payroll). A unit member assigned a late start class shall begin to receive pay on the mid-month payroll following the month in which service began, (e.g. Class beginning in October – would begin to receive compensation on the November mid-month payroll.)

ARTICLE 4: FRINGE BENEFITS

4.1 Permanent/Probationary Unit Members

The District's maximum contribution for medical insurance coverage for 1998/1999, 1999/2000, 2000/2001 shall be the Kaiser Family Rate at the dollar amount set by the carrier for that year (The District shall retroactively reimburse unit members for the increased cost in Kaiser Family coverage, paid by the employee from 11/1/98 to ratification date of this agreement). The District will pay the full cost for medical, dental, vision and disability insurance programs at the dollar amount set by the carrier for all subsequent years covered by this agreement (1999-2001). Should the rate for any District medical insurance program exceed the Kaiser Family Rate, the unit member will have deducted from his/her paycheck the difference between the Kaiser Family Rate and the rate for the medical insurance program in which the unit member is enrolled (except as provided for in 4.1.2).

<u>KAISER</u>	<u>7-1-98</u>	<u>11-1-98</u>	<u>11-1-99</u>	<u>11-1-00*</u>	<u>11-1-01*</u>
Member:	\$154.34	\$173.33	\$194.03		
Member and One:	\$308.68	\$344.66	\$386.06		
Family Coverage:	\$410.55	\$486.87	\$545.44		

<u>HEALTHNET</u>			
Member:	\$204.79	\$214.33	\$237.14
Member and One:	\$407.74	\$426.74	\$472.15
Family Coverage:	\$469.56	\$491.44	\$543.74

<u>HEALTHNET SELECT</u>			
Member:	\$240.66	\$265.75	\$307.63
Member and One:	\$481.33	\$531.51	\$615.28
Family Coverage:	\$697.93	\$770.36	\$891.78

<u>FLEXNET</u>	No set rates – individual determination – employee paid
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<u>VISION INSURANCE</u>	\$ 11.00	\$ 11.00	\$ 12.00
	(per month)		

<u>DENTAL INSURANCE</u>	\$ 70.00	\$ 70.00	\$ 77.00
	(per month)		

*To be completed when premiums are known.

4.1.1 Durable Medical Coverage for Kaiser

The District agrees to have durable medical coverage added to the Kaiser medical plan and agrees to pay the additional cost of this coverage. The additional cost will be reflected in the Kaiser Family Rate dollar amount. The coverage will commence as soon as the District and Kaiser approve the amended contract.

4.1.2 Prescription Co-payment: Kaiser

Kaiser medical insurance coverage will be modified to change prescription co-payment from \$1.00 to \$3.00. This change will be effective with the 11/1/99 insurance program. For the remainder of this contract period only, the District shall compensate HealthNet subscribers for the differential between the 11/1/99 Kaiser Family rate at the \$1.00 prescription co-payment rate (\$559.57 effective 11/1/99) and the 11/1/99 Kaiser Family Rate at the \$3.00 prescription co-payment rate (\$545.44 effective 11/1/99) up to the maximum cost of the HealthNet program in which they are participating. This is only intended to include those subscribers whose program costs exceed the Kaiser \$3.00 co-payment amount.

4.1.3 FlexNet

The District will add a new program to the HealthNet contract called FlexNet. This plan is identified as Model Identification JJ (to be paid for by subscriber). Program implementation is contingent upon the submission to and approval of the policy by UPM.

4.2 Health Coverage: Temporary Credit and Non-Credit Unit Members

(a) The District shall contribute no more than the Kaiser medical coverage for either subscriber or subscriber plus one (currently \$344.66 per month to be amended on 11/1/99 at the dollar amount set by the carrier for that year and all subsequent years covered by this agreement, 1998-2001) for currently employed part-time temporary credit unit members who teach twelve (12) credit units or more in an academic year and who teach at least six (6) credit units in the Fall semester. Unit members who retire subsequent to July 1, 1995 and who are eligible for benefits under Section 4.11 shall not be eligible for this benefit.

(b) Currently employed unit members working in the non-credit FTES generating program for 60% or more of a full-time equivalent load and fee based intensive English program instructors, shall qualify for \$75.00 per month District contribution to Kaiser medical coverage. No spousal waiver is permitted on the seventy-five (\$75.00) dollar contribution.

(c) Temporary unit members who do not qualify for health benefits otherwise provided for in this agreement may enroll for health benefits, upon approval of the carrier, by paying the necessary premiums to the District.

(d) **Dental Coverage.** Unit members who qualify for health care coverage in 4.2 above shall qualify for a reimbursement of up to \$100.00 per visit, maximum of two visits, or \$200.00 per fiscal year for a single subscriber, or \$400.00 per fiscal year for a subscriber plus one, based on submission to the District of an itemized invoice from a dentist outlining the services provided, submitted within 30 calendar days of the end of the fiscal year. The District shall reimburse the unit member within 30 days of receipt of a verified itemized invoice.

4.3 Insurance Coverage: Notification Guidelines

(a) Within thirty (30) days of employment, each new unit member shall receive complete information regarding all District insurance coverage for which he/she is eligible. He/she shall enroll or file an intention not to enroll within thirty (30) days of receipt of this information. All unit members, once enrolled, shall maintain their enrollment unless they, by their action, filed in writing, choose to terminate temporarily, or change enrollment.

(b) All insurance coverage and changes in such coverage shall become effective on the first day of the month following receipt of the unit member's request for coverage or change of coverage. In the event that the unit member shall request a change of coverage, he/she shall continue to be covered by the carrier from which he/she is changing until such time as the new coverage is instituted.

(c) A unit member who is enrolled in a hospital-medical plan for at least two (2) consecutive coverage periods and whose enrollment terminates because of loss of eligibility or termination of employment, shall be given the opportunity to convert to coverage outside the District program, as may be available in his/her particular plan.

4.4 Insurance Committee

An Insurance Committee shall be formed consisting of two (2) members selected by UPM/AFT, no more than four (4) members selected by the classified staff and two (2) members selected by the District. The Committee shall review and recommend insurance carriers and shall oversee the operations of the carrier with regard to the establishment and maintenance of a high level of service to the members of the various plans. The Committee will regularly review the performance and services provided by the Broker(s) of Record and/or benefit consultant(s) to the District. The Committee shall make recommendations to the exclusive representatives and to the District regarding improvement and/or economies in fringe benefit coverage.

4.5 AD&D Insurance

The District shall provide to eligible unit members, \$250,000 of "on the job" AD&D insurance at no cost to the unit member. Additional "twenty-four hour" AD&D insurance coverage, as well as family coverage, may be offered and selected at the unit member's expense (effective November 1, 1991).

4.6 Payroll Deductions for Benefits

Any payroll deductions for benefits by a unit member will be "sheltered as pre-tax dollars" as provided for in relevant State or Federal statutes.

4.7 Medical Waiver

(a) Any permanent/probationary credit unit member may voluntarily waive District medical benefits if he/she can provide documentation of comparable coverage under another plan (Form F 4.7(a)). Permanent/probationary credit unit members opting not to participate in medical coverage must notify the Personnel Department no later than October 1, of each year, provide documentation at that time and sign the applicable declaration. Permanent/probationary credit unit members who elect to waive medical benefits shall be provided with a \$1200 annual payment. The payments shall be reduced on a pro rata basis for new unit members who waive coverage for less than a full year. Permanent/probationary credit unit members shall have their waiver payments made by check no later than December 15th. To be reinstated, unit members must apply during the Fall open enrollment period.

(b) Temporary credit unit members who are eligible for Kaiser medical coverage under Article 4.2 of the CBA may voluntarily waive District medical benefits if he/she can provide documentation of comparable coverage under another plan (Form F 4.7 (b)). Temporary credit unit members shall receive half of the waiver payment (\$600) by December 15th, with the balance being paid by check no later than March 15th of the following semester, if they remain eligible for the waiver in that Spring semester. To be reinstated, temporary credit unit members must apply during the Fall open enrollment period.

(c) Temporary unit members working in the non-credit FTES generating program who are eligible for the District contribution to Kaiser medical coverage under Article 4.2 of the CBA may waive this contribution if he/she can provide documentation of comparable coverage under another plan (Form F 4.7 (c)). If a unit member waives this coverage, there is no monetary remuneration from the District in lieu of this coverage. To be reinstated, temporary non-credit unit members must apply during the annual Fall open enrollment period.

4.8 Life Insurance

The District agrees to provide for all eligible unit members, life insurance coverage in the amount of \$50,000.

4.8.1 An optional portable, permanent, voluntary life insurance plan may be offered to eligible unit members at no direct cost to the District beyond submission of the contribution to the underwriter. Payment to this plan may be made by monthly payroll deductions. E.O.I./First Penn Pacific Insurance Company will be the company to offer the insurance plan.

4.9 CRA Trust

The District shall be responsible for the total CRA contribution during the term of this agreement, not to exceed a total amount of \$49.00 per unit member. The trust was established by the United Professors of Marin and shall be administered solely by the UPM. It is recognized that the District shall have no trustees on the Trust and shall not be involved in administering the Trust. The Trustees will be solely liable for the Trust's administration and debts, as provided for by the law and the trust document. The District is neither a fiduciary of the trust nor a participant or a beneficiary of the trust. The District's obligation is to provide necessary employment or retirement data to the Trust, and to make the contributions called for herein and in the Trust document.

4.9.1 UPM will hold the District harmless from any liability arising from the creation or administration of the Trust described in 4.9, so long as the District fulfills its obligation as described in 4.9.

4.9.2 Permanent/probationary unit members hired after 7/1/88 will have the CRA as their exclusive health benefit upon retirement from the District. The retirement benefits of Articles 4.11.1, 4.11.2, and 4.11.3 will not apply to these unit members.

4.10 Domestic Partners

A. Definitions.

Qualifying Partner. Any full-time permanent/probationary unit member who meets the criteria in 4.10 B 1. & 2. (a)-(p) below.

Domestic Partner. Any partner of a qualifying partner who meets the criteria in 4.10 B 1. & 2. (a)-(p).

Domestic Partnership. Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

Live Together. "Live together" means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.

Living Expenses. "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.

B. Eligibility and Enrollment Criteria.

1. In order to enroll for coverage of the domestic partner, the qualifying partner and his/her domestic partner must complete, sign under penalty of perjury, and file with the District an affidavit attesting to their meeting eligibility requirements, as provided below (Form F 4.10).

2. In order to be eligible for domestic partner coverage, the following criteria must be met:

(a) The benefit must be one for which the qualifying partner's spouse would be eligible, if the qualifying partner was married. Such benefits include medical, dental and vision coverage. Retirement Medical insurance, Life Insurance and Disability Insurance are not included. Benefits will not be provided for the dependents of the domestic partner.

(b) The qualifying partner and the domestic partner must be domestic partners according to the definition in Section A. above.

(c) Both members of the domestic partnership must have reached the age of 18 and be mentally competent to consent to a contract.

(d) The qualifying partner and domestic partner must be each other's sole domestic partner.

(e) Neither member of the domestic partnership may be married.

(f) Neither member of the domestic partnership may have had another domestic partner within the previous six months, unless that domestic partnership terminated by death.

(g) Neither of the domestic partners is related to the other by blood as would prevent them from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt uncle).

(h) The domestic partners must share the same principal place of residence and intend to do so indefinitely. They must disclose the address of that residence.

(i) The domestic partners must agree that they both are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership. The partners' practice need not be to contribute equally to the cost of the living expenses as long as they agree that both are responsible for the total cost.

(j) The domestic partners must acknowledge that they understand and agree that the qualifying partner may make health plan and other benefit elections on behalf of the domestic partner.

(k) The domestic partners must acknowledge that the District may require supportive documentation satisfactory to the District concerning any and all eligibility criteria. Such documentation may include a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.

(l) The domestic partners must acknowledge that they understand that in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage set forth in the offered benefit plans themselves. The domestic partners must agree that by executing the affidavit, each agrees to be bound by the terms and conditions of coverage of the plans.

(m) The qualifying partner must acknowledge that he or she understands that under applicable federal and state tax law, District-provided benefits coverage of the domestic partner could result in imputed taxable income to the qualifying partner, subject to income tax withholding and applicable payroll taxes.

(n) The domestic partners must agree to notify the District within 30 days if there is any change of circumstances attested to in their affidavit. The notice is to be in the form of an amendment of their affidavit. The domestic partner must agree that the qualifying partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the domestic partner. If the qualifying partner executes such an option, that qualifying partner shall notify the domestic partner as soon as possible that his/her benefits have been terminated and it shall be sole responsibility of that qualifying partner to make such notification.

(o) The domestic partners must acknowledge that they understand that, if either has made a false statement regarding his/her qualification as a domestic partner or has failed to comply with the terms of the affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorney's fees and court costs.

(p) The domestic partner must acknowledge that the District Administrator of any benefit plan will initially determine whether a domestic partner is qualified for benefits. Disputes shall be resolved as provided for in Article 12 of the agreement.

4.11 Fringe Benefits for Retirees

4.11.1 Unit Member/Retired on Disability. All permanent/probationary unit members with at least ten (10) years of full-time service in the District, when retired for medical disability, will be covered by the District's Kaiser Medical Insurance Policy or any other Medical Insurance Policy currently offered by the District up to the dollar limit of Kaiser, if allowed by carrier, until he/she reaches the age of seventy (70) or to the date of death, whichever is earlier. One (1) eligible dependent will also be covered until the staff member reaches the age of seventy (70) or to the date of the former unit member's death, whichever is earlier, and with approval of the insurance carrier.

4.11.2 Unit Member/Non-Disability Retirement. Upon retirement, a permanent/probationary unit member with at least fifteen (15) years of full-time service in the District will be covered by the District's Kaiser Medical Insurance Policy or any other Medical Insurance Policy currently offered by the District up to the dollar limit of Kaiser, if allowed by carrier, until he/she reaches the age of seventy (70), or the date of death, whichever is earlier. One (1) eligible dependent will also be covered until the staff member reaches the age of seventy (70), or to the date of the former unit member's death, whichever is earlier, and with the approval of the insurance carrier.

4.11.3 Dental Coverage. All retired unit members qualifying above and retiring on or after July 1, 1981, shall receive the District's dental coverage until age seventy (70) at District expense.

4.11.4 Senior Medical Programs. Effective with retirements occurring after the ratification date of this agreement any unit member who qualifies for District approved medical insurance coverage and Social Security Medicare Part A and Medicare part B and who reaches 65 years of age during retirement, or is 65 years of age or older at the time of retirement, must participate in the Kaiser Senior Advantage Program or the HealthNet Seniority Plus Program, with District support up to the limits specified in 4.11.1 or 4.11.2. Retirees who do not qualify for Social Security Medicare Part A and Medicare Part B shall continue to be provided medical benefits as described in 4.11.1 or 4.11.2.

4.12 Phased-In Early Retirement

4.12.1 Permanent/probationary unit members shall have the right to reduce their workload and maintain retirement benefits, provided:

(a) The unit member has reached the age of fifty-five (55) prior to reduction in workload.

(b) The unit member has been employed full-time as a permanent full-time unit member in a position for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment.

4.12.2 The unit member shall be paid a salary which is the pro rata share he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The unit member shall receive all benefits in the same manner as a full-time unit member for the first five (5) years of part-time employment. For the next five (5) years of leave the unit member shall pay for the cost of benefits based on the percentage of work load reduction; i.e. if reduced to a 50% workload the unit member would contribute 50% of the benefit costs.

4.12.3 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his/her final year of service in the full-time position, i.e., one-half of the full-time assignment. Both the unit member and the District shall contribute to the teacher's retirement fund the amount that would have been contributed had the unit member been employed on a full-time basis. The reduced load may be apportioned over the school year.

4.12.4 The unit member shall receive the retirement credit he/she would have received if employed on a full-time basis and have his/her retirement allowance and other retirement benefits based on the salary he/she would have received if employed on a full-time basis.

4.12.5 No more than ten (10) years of part-time status shall be permitted. In the event of an emergency created by a medical or financial hardship, a member who has begun this program may return to full-time employment and later resume the program upon agreement with the District.

4.12.6 A unit member desiring to apply for retirement, pursuant to this Section, must do so in writing by April 15 preceding the academic year in which he/she desires the plan to begin.

4.12.7 Assignment of personnel to part-time duties under this early retirement plan is the responsibility of the Superintendent/President. The transfer and assignment provisions of the collective bargaining agreement shall be applicable. The unit member can return to full-time employment only with the mutual consent of the unit member and the District.

4.13 Retirement Incentive Program for Years 1998 through 2000

Any unit member who retires under this option shall immediately become a Retired Eligible Temporary Credit Unit Member (RETCUM) in the discipline he/she is retiring from and in accordance with the provisions of 6.8 of the CBA commencing with the date of retirement for a period not to exceed three (3) years. He/she shall be placed at Step 14 in the same column from which he/she retired (and will not advance on the Certificated Salary Schedule) and shall be senior to all ETCUMs except those who retired effective 1991-92, 1993-94 or 1995-96 and shall not be subject to the lottery provisions of 6.8 of the CBA. However, if two or more retirees occupy the same Step in a particular discipline, they shall be subject to a lottery amongst themselves.

4.14 STRS "Cash Balance Plan"

The District agrees to participate in a review of the STRS "Cash Balance Plan" for eligible temporary unit members.

ARTICLE 5: LEAVES

5.1 Reporting Absences/Definition of "Day"

All leaves of absence, with the exception of sabbatical leaves and approved unpaid leaves of absence, shall be reported to the immediate supervisor in writing, within three (3) working days after return to duty (A "day" is defined as any day during which District offices are open for business). The appropriate Dean, Director or the Department Chairperson shall make the appropriate reporting forms available to the unit member (Forms F 5.1(a) & (b)).

5.2 Sick Leave

5.2.1 Permanent/probationary unit members shall be entitled to ten (10) sick leave days annually and shall accrue one (1) additional day for every six (6) units or equivalent assignment beyond the full-time work load during the 175 day academic year/workyear or for work assigned during intersession, accumulated indefinitely commencing on the first (1st) day of employment.

5.2.2 Temporary credit unit members shall receive one (1) day's sick leave for every three (3) units taught per semester, and for every six (6) units assigned during intersession, accumulated indefinitely commencing on the first (1st) day of employment.

5.2.3 Temporary non-credit unit members shall receive one (1) day's sick leave for every fifty-three (53) hours of lecture and/or seventy-nine (79) hours of laboratory instruction per quarter, accumulated indefinitely, commencing on the first (1st) day of employment.

5.2.4 Any unit member, who becomes employed in the District within one (1) year of terminating employment in another District, shall have transferred to the District sick leave accumulated in any California public school District, as per Education Code Section 87782.

5.2.5 The District Personnel Department shall notify all permanent/probationary and temporary credit unit members at the beginning of each academic year of their accumulated number of sick leave days available. Non-credit temporary unit members shall be notified yearly of the basis upon which they accumulate sick leave and, upon their request to the District Personnel Department, their total accumulated sick leave.

5.2.6 After all earned leave as set forth in Sections 5.2.1. through 5.2.3. above is exhausted, additional non-accumulated long-term illness leave is available for a period not to exceed, within the fiscal year, five (5) school months. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a temporary credit unit member, employed to fill the position during the leave, or if no temporary is employed, the amount which would have been paid to a temporary credit unit member to fill the position.

5.2.7 A unit member shall receive full pay for those days of absence covered by accumulated sick leave.

5.2.8 A unit member shall report an absence by calling the immediate supervisor or his/her designee by 8:30 A.M., or one hour prior to the unit member's first assignment, whichever is earlier.

5.2.9 All unit members shall indicate their intention to return to duty the following work day by contacting their immediate supervisor or his/her designee no later than 2:30 P.M. on the workday preceding their return to duty.

5.2.10 If a unit member fails to give notice within the time limit specified of his/her intention to return after illness or accident, and the substitute appears for the day's work as a result of failure to receive such notice, the substitute shall receive a full day's substitute pay, and this amount shall be deducted from the unit member's salary for that month.

5.2.11 In the event a unit member is unable to contact his/her immediate supervisor, as required in Sections 5.2.8 and 5.2.9 above, he/she shall contact the District Personnel Department, which shall maintain a telephone service beyond the regular workday (485-9340).

5.2.12 The fraction of a sick leave day utilized by UPM unit members shall be calculated and charged against sick leave balances according to the following formula:

$$\frac{\text{hours absent}}{\text{assigned hours on day absent}} = \text{fraction of a sick day used, rounded to the nearest quarter}$$

5.2.13 Unit members may voluntarily donate to other unit members up to five (5) days of their accumulated sick leave days per year, not to exceed a total of fifteen (15) days donated to any one individual unit member in a five (5) year period. In no instance shall unit members sell and/or exchange their sick leave for monetary or other considerations. If a unit member wishes to donate sick leave days as stipulated above, he/she must contact the Personnel Department to verify the number of accrued sick leave days they have available and must put in writing to the Personnel Department the request to transfer days as stipulated above (Forms F 5.2.13 (a) & (b)).

5.3 Substitution: Faculty

No unit member absent due to illness or personal necessity for a period of three (3) days or less shall be charged sick leave, if during his/her absence the position is voluntarily filled by other faculty members who meet minimum qualifications, and are available to directly supervise the students at no cost to the District. The *Absence Report* form must be submitted to the appropriate dean or director by the faculty member who was absent to verify that these conditions have been met.

5.4 Personal Necessity Leave

5.4.1 A unit member may use, at his/her election during any contract year, not more than ten (10) days accumulated sick leave in case of personal necessity. Personal necessity is defined as an urgent situation, which is imposed on a unit member, over which he/she has no control, and which he/she cannot reasonably be expected to anticipate or disregard and which requires the unit member's presence during his/her normal work day. Examples of personal necessity shall include but not be limited to religious holidays, doctoral examinations, adoption hearings, attending funerals of close friends, colleagues and relatives and care of spouse/significant other, children, parents, or infant child following childbirth or adoption.

5.4.2 Advance permission shall not be required for leave taken for either of the following two (2) reasons:

- (a) Death or serious illness of a unit member's immediate family or household.
- (b) Accident involving the unit member's person or property, or the person or property of a unit member's immediate family or household.

5.4.3 The unit member shall submit a written request to the immediate supervisor or designee to secure advance permission for personal necessity leave except as specified in Sections 5.4.2 (a) and 5.4.2 (b) above; provided, however, that in an emergency situation where a request in advance is not possible, leave shall be approved subsequent to the leave.

5.4.4 Approved absence for personal necessity beyond a ten (10) day period, not to exceed an additional six (6) days, shall be subject to salary deductions in the amount required to pay substitute teachers. After the additional six (6) days, the unit member may apply for an unpaid extended personal necessity leave.

5.5 Conference Leave/Professional Affairs Committee

5.5.1 Conference Leave shall be recommended by the UPM-District Professional Affairs Committee (PAC). The PAC shall be composed of four (4) members, two appointed by UPM and two appointed by the District (all members shall be voting members). The criteria in 5.5.4 shall be used by the PAC in the granting of Conference Leaves. The PAC shall recommend to UPM and the Superintendent/President all other issues pertinent to the granting of conference leaves including but not limited to the use and payment of substitute teachers. UPM and the Superintendent/President shall modify, delete and/or add to these criteria. Any criteria not agreed to by UPM and the Superintendent/President shall be submitted to binding arbitration by either party. The criteria finally agreed upon, and only those criteria, shall be utilized by the PAC and management in recommending and approving leaves. Conference leaves shall be, by a majority vote, recommended by the PAC to the supervising Vice President. In case of a split decision, the issue shall be decided by the supervising Vice President. The supervising Vice President shall follow the provisions of 5.5.3 and 5.5.4. Applicants for Conference Leaves who are denied said leaves may appeal via the provisions in the Grievance Article of this contract.

5.5.1.1 Each permanent/probationary unit member and each temporary unit member employed for at least 40% FTE or averaging at least 40% for the academic year shall be eligible for four (4) days of conference leave per fiscal year, per the conditions of 5.5.1.5 and 5.5.3. These days may not be carried over to subsequent fiscal years. No more than fifty (50) percent of the unit members of any department may attend the same conference at the same time without the approval of the appropriate dean or director (Forms F 5.5 (a) & (b)).

5.5.1.2 Definition of Conference Leave.

An employment-related conference, institute, workshop, short course (discipline or teaching skills-related), or institute/workshop wherein a unit member delivers a paper or speaks on his/her publication sponsored by a recognized professional organization, accredited educational institution, organization or national/international body. "Short course (discipline or teaching skills-related)" is defined as one that is no more than four (4) days in length. This language is not intended to include courses taken by a unit member to obtain an advanced degree, or to further his/her placement on the salary schedule, or College of Marin sponsored courses or workshops. A Continuing Education Unit (CEU) waiver must accompany the unit member's request for a short course (discipline or teaching skills-related).

5.5.1.3 For the purpose of calculating the four (4) days, a day of conference leave is any conference leave recommended by the PAC where at least one of the following occurs:

- (a) The unit member is granted conference travel money by the PAC.
- (b) The unit member is granted paid substitutes by the PAC.
- (c) The unit member is released from assigned duties whether or not a substitute is required.

5.5.1.4 A day of conference leave shall be counted even if said conference day falls on a day outside of the 175-day academic year/workyear assigned to all unit members, if for said conference day the unit member receives conference travel funds through the District.

5.5.1.5 The PAC shall have the discretion to recommend additional conference leave days on a case-by-case basis, subject to the limitations of 5.5.3 and the criteria below:

- (a) A unit member shall use no more than four (4) days of Article 5.5.3.2 "General Fund" paid substitutes. If the unit member did not use up the four (4) days of substitutes on the original requests, those days will be available for additional requests by that individual in that fiscal year.
- (b) If all four (4) days of substitutes have been used, the PAC shall recommend the leave only if the unit member "trades" with another unit member who meets minimum qualifications, under the conditions set forth in 5.5.3.6, and if there is no cost to the District.
- (c) Before conference travel funds are allocated to additional requests by a unit member, the PAC shall determine the cumulative total awarded to that individual so far that fiscal year. The cumulative total dollars shall be subtracted from \$400, and the balance is the maximum amount that the individual can have approved. The additional requests shall be awarded conference travel funds as set forth in the criteria in Article 5.5.3.3 up to this maximum.

5.5.1.6 Applicants shall submit requests for conference leave to the PAC on the required form at least fifteen (15) calendar days in advance. Exceptions to the fifteen (15) calendar days advance application will require a written request for waiver to be submitted to the PAC, and said request for waiver is to be received prior to a regular meeting of the PAC.

5.5.1.7 These conference leaves shall be in addition to the leaves specified in Article 13.15 of this contract, but the PAC shall review these applications to insure compliance with Article 13.15 and all other contract requirements.

5.5.2 Expenses for attendance at conferences may be fully, partially or not reimbursed provided the employee is aware of and agrees to whatever level of financial support is offered by the supervising Vice President.

5.5.3 Funding for Conference and Honorary Leaves.

5.5.3.1 The District shall provide \$10,000 for each fiscal year for approved conference and honorary leave travel costs.

5.5.3.2 (a) The District shall provide \$5,000 for each fiscal year for substitutes for all approved conference and honorary leaves.

(b) Effective February 27, 1996 any excess balance of the PAC substitute budget shall be transferred to the PAC travel budget during each fiscal year based on utilization of the substitute budget. It is understood by the District an UPM that the rate for calculating compensation for substitutes for the purposes of this Article is \$27.00/hr. The amount transferred to the PAC travel budget will be used to compensate unit members whose travel was approved by PAC, but who were not compensated because the travel budget was depleted. PAC will keep a prioritized list of the unit members and award them the remaining funds in accordance with Article 5.5.3.3 of the CBA. Any funds remaining in either the PAC substitute budget or PAC travel budget, after all approved travel taken during the fiscal year has been reimbursed within the sixty (60) calendar day limit under Article 5.5.3.8, will not be carried forward to the next fiscal year.

5.5.3.3 Travel Award Schedule. The PAC shall award conference money for travel expenditures (including meals) to all approved conference leaves according to the following schedule:

- (a) Requests under \$100 - fully funded;
- (b) Requests over \$100 but less than \$300 - funded at 70% or \$100, whichever is greater;
- (c) Requests over \$300 but less than \$500 - funded at 60% or \$210, whichever is greater;
- (d) Requests over \$500, but less than \$750 - funded at 50% or \$300, whichever is greater;
- (e) Requests from \$750 - \$1,000 - funded at 40% or \$375, whichever is greater;
- (f) Requests over \$1,000 - funded at \$400;
- (g) All grants are subject to the availability of monies contained in 5.5.3.1 and 5.5.3.2.
- (h) No individual shall receive more than \$400 cumulative total of conference/travel fund dollars (excluding substitute dollars) during the fiscal year.

5.5.3.4 Eligibility While on a Leave. Unit members shall be eligible for conference leave while on sabbatical leave, but not while they're on any other type of contractually approved leave.

5.5.3.5 Eligible Workshops/Activities. Workshops or activities per Article 5.5.1.2 do not qualify for conference leave, if credit from said workshop or activity can be used to advance the member on the salary schedule.

5.5.3.6 Use of Substitutes. Unit members who meet minimum qualifications may substitute or exchange during their unassigned hours to cover an absence of an approved conference or honorary leave. A unit member requesting conference or honorary leave shall, along with the conference or honorary leave form, turn in a copy of the form showing assigned hours during the period of leave and the arrangements for covering those obligations (e.g. substitute, trade with named unit members, etc.).

5.5.3.7 District-Directed Travel. The PAC shall not award travel funds to unit members requesting leave for District-directed travel. However, the PAC shall review all unit member requests regardless of funding source and forward them to the supervising Vice President or Dean (Student or Enrollment Services) for signature.

5.5.3.8 Request for Reimbursement Timeline. Unit members who have been granted funds for a conference or honorary leave shall submit a request for reimbursement on the claim for reimbursement form no later than 60 calendar days after the completion of the conference or honorary leave.

5.5.4 Criteria. At least one of the following criteria shall be met for the leave to be granted:

- (a) There is significant benefit to the institution.
- (b) There is benefit to the member by staying current in their own discipline.
- (c) There is benefit to the District by retraining member for teaching, counseling, librarianship, or administration.

(d) There is enhancement of teaching methodology.

(e) There is increased expertise in meeting learning needs of a changing student population, i.e. re-entry students, older students, remediation, etc.

5.6 Sabbatical Leave

5.6.1 Purpose. Sabbatical leave of absence shall be granted to eligible (as defined in Article 5.6.3) permanent credit unit members of the regular staff for professional improvement to be attained by study or research. A sabbatical leave will fulfill one (1) or a combination of the following purposes:

5.6.1.1 Formal Study. Applicants for sabbatical leave under this section shall agree to undertake a program of undergraduate or graduate work or combination thereof. This program must be related to the present or prospective service of the unit member within the District. If the study undertaken is for prospective service to the District, then the leave shall be called a sabbatical/retraining leave.

5.6.1.2 Independent Study. An Independent Study leave is one during which time the unit member pursues a program of study, research and/or experience. This program must be related to the present or prospective service of the unit member.

5.6.1.3 Travel. Sabbatical leave which is for the purpose of travel will normally be approved only if the proposed travel program incorporates a plan of study or research in an area related to the applicant's field of work. Applicants will submit as detailed an itinerary of their program as possible with a statement of the objectives of the plan.

5.6.2 Application. An application for sabbatical leave shall be accompanied by a statement of program which the applicant proposes to follow while on leave including sufficient detail for evaluation and comparison with other applications (Forms F 5.6.2 (a) & (b)).

5.6.3 Eligibility. To be eligible for sabbatical leave a unit member must have six (6) years of permanent, full-time service as a member of the faculty or six (6) years of permanent, full time service since the unit member's last sabbatical leave. In the event of a split sabbatical leave, as provided for in Article 5.6.4, the six year period shall be calculated from the commencement of the first semester of the unit member's last sabbatical leave. Recipients of sabbatical leaves must agree to remain in the employ of the District for two (2) years after return to service, unless otherwise provided for in the CBA. No absence from service under a leave of absence other than sabbatical leave shall be deemed to be a break in the continuity of service required by the Education Code for the purpose of qualifying for a sabbatical leave; however, such absence shall not be included as service in computing the six (6) years required for sabbatical leave. Reduced loads below sixty (60) percent in a semester shall, for the purpose of eligibility, be computed on a prorated basis. After employment by the District, service under a nationally recognized fellowship or foundation approved by the Board of Governors for a period of not more than one (1) year for research or teaching shall not be considered a break in continuity of service and shall be included in computing the six (6) consecutive years required for sabbatical leave. No service performed prior to the granting and execution of a sabbatical leave of any duration may be used in determining eligibility for a subsequent application for sabbatical leave. A sabbatical leave shall not count as a break in continuity of service to the District. The last possible time for an applicant to take sabbatical leave shall be such that upon his/her return, there will be two (2) full years remaining to serve the District prior to the end of his/her legal tenure unless otherwise provided for in the CBA.

5.6.4 Extent. Sabbatical leaves shall not normally be granted for less than one (1) semester except for eligible permanent credit unit members who do not have teaching assignments. It is understood that the second half of the sabbatical leave is waived if the applicant requests only (1) semester or less. The second semester of a two-semester sabbatical leave may be taken immediately following the first semester or may be taken at a later time on a split basis provided the second semester of leave is completed within two (2) years of the beginning date of the first leave. Extensions beyond the two year limit may be granted by the Sabbatical Leave Committee upon written request. One half (1/2) sabbatical shall count as one half (1/2) of a year sabbatical in computing the total number of sabbatical leaves which may be granted under this policy.

5.6.5 Distribution. The number of sabbatical leaves awarded in any one (1) fiscal year shall be five percent (5%) of the total permanently filled FTEF (excluding administrative positions), as of October 15, the number of sabbatical positions awarded to be rounded to the nearest whole number. (Definition of a "filled" FTEF position: Non-administrative minimally qualified full time equivalent (1.0 FTE) held by a permanent or probationary unit member, either in service or on leave.)

5.6.6 Compensation.

5.6.6.1 A unit member on a granted sabbatical leave for a period of one (1) semester or less as of January 1, 1991 shall be paid ninety (90%) percent of his/her salary plus all fringe benefits including retirement contributions he/she would have received had he/she remained in active service. A unit member awarded a sabbatical leave of absence for one (1) year shall be paid sixty five percent (65%) of his/her salary plus all fringe benefits including retirement contributions he/she would have received had he/she remained in active service. In the computation of the salary, extra pay for summer session, overloads, etc., shall be excluded.

5.6.6.2 A unit member who is awarded sabbatical leave of absence shall receive, when sabbatical leave is computed, such automatic changes in salary rating as would have been received had he/she remained in active service. A unit member on sabbatical leave shall be paid at the same intervals as he/she would for his/her normal pay period.

5.6.7 Criteria. The ranking of sabbatical leave proposals shall be governed by the list of priority determinations, listed in order of precedence (5.6.7.1 - 5.6.7.5), and shall be calculated in accordance with established Sabbatical Leave Committee practice. The revised "SLIDING SCALE OF VALUES FOR EVALUATING SABBATICAL LEAVE PROPOSALS, " (Forms F 5.6.7 (a) & (b)).

5.6.7.1 Value of leave to the District, to the students of the District, and to the individual. Value of leave to the District and students is evaluated in terms of the applicant's proposed contribution to classroom teaching, leadership, curriculum development, teaching methods, or other related activities.

5.6.7.2 Among those candidates in the District eligible for sabbaticals at the time applications are submitted, applicants not previously having been granted sabbaticals shall be given preference over candidates who have previously been granted sabbaticals by the District.

5.6.7.3 Seniority of service since last sabbatical.

5.6.7.4 Reasonable distribution in every discipline to the extent required by educational considerations.

5.6.7.5 No sabbatical proposal with a score lower than 10 points shall be considered "qualified" for award. The Sabbatical Committee shall rank all "qualified" sabbatical proposals, including alternates. In the event that a leave is forfeited, the next alternate shall then be selected. Five (5) additional points shall be added to criteria #1 (form 5.6.7 (a)) for a total of 25 points to be awarded in 5 point increments. No proposal scoring below 10 points in criteria #1 shall be eligible for approval.

5.6.8 Application Procedure. The selection process should contain the following steps:

5.6.8.1 A Sabbatical Leave Committee shall be composed of four (4) unit members selected by UPM and one (1) manager selected by the Superintendent/President. Each member shall have one (1) vote. A majority vote (3 votes) will be required to pass sabbatical leave requests. A quorum shall consist of three (3) committee members.

5.6.8.2 Applications for sabbaticals shall be submitted by October 15 in the year preceding the fiscal year in which the sabbatical is applied for. The Sabbatical Leave Committee shall submit all qualified sabbatical proposals to the supervising Vice President by December 15 in each year, and each application must be approved or disapproved by the MCCC Governing Board ("Board") no later than the last Board meeting in January. If application(s) is disapproved, the applicant shall be informed in writing within ten (10) working days of the reason(s) for disapproval. The Board shall not review additional sabbatical leave proposals in that contract year. If a unit member decides, for any reason, not to take a sabbatical leave approved by the Board, their leave is forfeited. However, should the unit member apply for a future sabbatical leave, the forfeited leave shall not count in the calculations determining future eligibility. Forfeited leaves shall be awarded to the next highest ranked unit member from the Governing Board's approved list.

5.6.8.3 The supervising Vice President shall review the sabbatical recommendations and forward the same to the Superintendent/President and the Board with such recommendations for changes as the Vice President requires to reconcile the recommendations with the educational and financial requirements of the District.

5.6.8.4 The final approval for each individual sabbatical, with said approval based upon the criteria listed in this Article, shall rest with the Board. Each recipient of a sabbatical must post a bond. The California Education Code Section 87770, and any amendments thereto, shall govern. The bond must be received in the Personnel Department prior to the last day of the semester preceding the sabbatical. The bond requirement may be waived by mutual agreement of the UPM and the MCCC.

5.6.9 Accident or Illness. If there is a temporary interruption of more than five (5) calendar days in the program of study or research caused by serious accident or illness during a sabbatical leave, evidence and written verification from a physician of the accident or illness shall be sent by the unit member to the Sabbatical Leave Committee. This notice shall be by registered letter mailed within fifteen (15) calendar days of such illness or accident, or as soon as physically possible. If this evidence is found to be satisfactory to the Sabbatical Leave Committee, this temporary interruption shall not prejudice a unit member regarding fulfillment of the conditions concerning study or research on which such leave was granted. During this period of temporary interruption, the employee shall be returned from sabbatical leave status, placed on regular pay and sick leave status. The employee shall also notify the Sabbatical Leave Committee as outlined in 5.6.11 if accident or illness requires recuperation of an extended nature and creates an unmet Sabbatical Leave commitment.

5.6.10 Return to Service/Final Report. At the expiration of the sabbatical leave, a unit member shall be reinstated in a position equivalent in classification (instructor, counselor, librarian, school nurse and other non-instructional unit member) to that held by him/her at the time of the granting of the leave, unless he/she otherwise agrees in writing prior to the beginning of his/her leave. The unit member is obliged to render at least the equivalent of two (2) full time years of service to the District within a four (4) year period following the completion of the sabbatical leave. A unit member returning from leave shall file a report with the Sabbatical Leave Committee within one semester of his/her return. The nature of the required report shall be determined by the purpose and type of the sabbatical leave, and shall be discussed with the Sabbatical Leave Committee before the leave is taken. This report shall be retained in the Sabbatical Leave Committee's files. At the unit member's request, the report shall be included in the unit member's personnel file. This report shall also be retained in District files and shall serve as a record of professional growth on the part of the unit member and the unit as a whole. (See Form G-7a/b) When formal college credit has been earned during a sabbatical leave, an official transcript shall be supplied by the unit member to the District.

5.6.11 Inability to Complete Approved Leave. In the event of a unit member's inability to complete a sabbatical leave proposal in a timely manner as approved by the Sabbatical Leave Committee, the unit member shall so inform the supervising Vice President or other designated administrator not later than 20 working days following the unit member's awareness of this problem. Said administrator shall notify the Chair of the Sabbatical Leave Committee who shall convene the committee (or, during the summer, members and/or alternates designated by the respective parties as provided for in 5.6.8.1 of the CBA) for the purpose of considering and/or proposing an alternative to the unit member's unmet sabbatical leave commitment.

5.6.11.1 First preference shall be given to any proposal by the employee that is comparable in appropriateness, time, and product to the original approved sabbatical.

5.6.11.2 In the event the committee determines the new proposal to be inappropriate, it shall explain why and an opportunity for reply and revision shall be given to the unit member.

5.6.11.3 In the event the committee determines that the new proposal does not meet the criteria of time (i.e., length of courses taken, length of travel commitment, etc.) or product (i.e., publications, degree received, etc.) it shall pro-rate the repayment (as provided for in 24.7.1 of the CBA) in a manner corresponding to a time-salary ratio (e.g., The percentage of leave that the unit member failed to complete multiplied by the pro-rated salary received by the unit member).

5.6.11.4 In computing the repayment and schedule, the Committee shall allow the unit member to use any available sick, personal necessity or industrial accident leave as compensation to the District in accordance with Articles 5.2, 5.4 and 5.11, as applicable.

5.6.11.5 Failure by the employee to comply with the amended provisions established by the Sabbatical Leave Committee shall result in those sanctions provided for in 24.7.1.

5.6.12 A unit member who is approved for a two semester sabbatical leave which is disrupted due to the accident/illness of the unit member (under conditions provided for in Article 5.6.9) shall have the option of reducing his/her sabbatical to a one semester leave to be compensated under the provision of Article 5.6.6.1 or to extend the period between his/her first and second semester (as provided for in Article 5.6.4 and Appendix G-8a).

5.7 Legislative Leave

5.7.1 Every permanent unit member who is elected to the Legislature, either State or Federal, shall be granted a leave of absence without pay for the duration of the term of the office.

5.7.2 Within six (6) months after the term of office expires, the unit member shall be entitled to return to the position held at the time of election, at the salary to which he/she would be entitled had the unit member not been absent from the service of the District to serve in the Legislature.

5.7.3 A unit member employed to take the place of another unit member elected to the Legislature shall not have any right to such position following the return of the unit member on Legislative leave to the District.

5.7.4 Subject to approval of the carriers, a unit member elected to the Legislature may continue his/her health and welfare benefits at his/her own expense.

5.8 Unpaid Leaves

5.8.1 Unpaid Leaves shall be recommended by the UPM-District Professional Affairs Committee (PAC) as defined in 5.5.1. The PAC shall review all unpaid leave requests on a case by case basis and shall recommend to UPM and the Superintendent/President all other issues pertinent to the granting of these leaves including but not limited to the use and payment of substitute teachers. UPM and the Superintendent/President may determine criteria and, if so determined, these shall be the criteria used by the PAC for the granting of Unpaid Leaves. Any criteria not agreed to by UPM and the Superintendent/President shall be submitted to binding arbitration by either party. The criteria finally agreed upon, and only those criteria, shall be utilized by the PAC and management in recommending and approving Unpaid Leaves. Unpaid Leaves shall be, by majority vote, recommended by the PAC to the supervising Vice President. Applicants for Unpaid Leaves who are denied said leaves may appeal via the provisions in the Grievance Article of this contract (Form F 5.8).

5.8.2 Short-Term. Unpaid leaves of less than a semester may be granted in extreme emergencies or, if not an emergency, at the discretion of the Board.

5.8.3 Long-Term.

5.8.3.1 Requests for long-term leave shall be made at least ninety (90) days in advance of the desired start date. Special consideration may be given in emergencies. Long-term leaves shall start at the beginning of the semester.

5.8.3.2 The period of the leave may be one (1) semester or one (1) school year. Application may be made for a renewal, with the reasons(s) for the renewal being specified.

5.8.3.3 Fringe benefit coverage may be continued at the unit member's expense, if permitted by insurance carriers and requested in writing by the unit member.

5.8.3.4 Reasons for denial will be specified in writing upon request of the unit member whose leave has been denied.

5.8.3.5 A unit member on leave of absence shall signify in writing by March 15 if the leave was in the Spring semester, or by November 15th if the leave was in the Fall semester, his/her intent to return to duty the following semester or shall at that time request an extension of leave.

5.9 Bereavement Leave

Every unit member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if one-way travel in excess of 300 miles is required on account of the death of any immediate family member. No deduction shall be made from the salary of such unit member, nor shall such leave be deducted from leave granted by other sections of the Agreement. Members of the immediate family are mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any person living in the immediate household of the unit member.

5.10 Military Leave

Unit members shall be granted any military leave to which they are entitled under law. Unit members shall be required to request military leaves in writing, and, upon request, to supply the District with "Orders" and status reports.

5.11 Industrial Accident Leave

All unit members who are eligible for Workers' Compensation benefits shall be provided with industrial accident and illness leave according to the following provisions:

5.11.1 The accident or illness shall have arisen out of and in the course of the employment of the unit member and shall be accepted by the State Compensation Insurance Fund as a bona fide injury or illness.

5.11.2 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability but shall not exceed sixty (60) days during which the College is in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year.

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

5.11.4 The leave under these rules and regulations shall commence on the first day of absence.

5.11.5 Maximum salary during any one (1) period shall not exceed the normal salary rate.

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

5.11.7 During any paid industrial accident leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of said member's industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement (on said member's full salary) and other authorized contributions.

5.11.8 Temporary disability payment on account of the industrial accident or illness shall be endorsed back to the District during any paid leave of absence.

5.11.9 Upon termination of the industrial accident or illness leave the unit member shall be entitled to the benefits provided for sick leave and his/her absence for such purpose will be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity he/she may elect to draw on accumulated sick leave to provide (with temporary disability indemnity payments) total income not to exceed normal full salary.

5.12 Jury Duty

A unit member absent from work to fulfill jury obligations shall be paid the difference between regular salary and jury fees for each day absent. A unit member who receives a jury duty summons shall notify his/her immediate supervisor and shall submit to the Personnel Department a copy of the summons attached to the leave of absence report. Payment shall be made to the District in the amount of statutory fees which the unit member has received for attendance as a juror, excluding the statutory mileage fee.

5.13 Pregnancy/Disability

5.13.1 The District shall provide a leave of absence for any unit member required to stop working because of a disability caused or contributed to by pregnancy, pregnancy-related disability, childbirth, and the recovery therefrom.

5.13.2 Any period of actual physical disability connected with the above conditions shall be treated as any other physical disability, and any accrued sick leave or other salary continuance benefits shall be available to the unit member. Physical disability shall be defined as a period during which the unit member is unable to perform job-related duties. Upon request by the District the unit member shall submit verification of physical disability by a health advisor, licensed to practice in the State of California.

5.13.3 The period of disability shall be determined by the unit member in consultation with the unit member's licensed health advisor. The District may, at its option, obtain other medical opinion(s).

5.13.4 Any period beyond, or in addition to, a period of physical disability, during which the unit member wishes to remain away from the job, shall be treated as an unpaid leave of absence.

5.13.5 This policy shall not be construed to apply to any unit member on other long-term leave of absence, sabbatical leave, or during any period when a unit member would not normally be performing services for the District.

5.14 Disability Leave

5.14.1 A disability leave shall apply when a unit member qualifies for disability insurance at the termination of accrued sick leave.

5.14.2 When a unit member is granted a disability leave, the District shall be responsible for continuing the District's proportion of medical, dental, and life insurance premiums for a period not to exceed ten (10) months.

5.14.2.1 The ten month period shall begin anew when the disability leave is for the same disability as the previous leave, but separated by a period of nine months; or for an unrelated disability.

5.14.3 A unit member on a disability leave shall be responsible for his/her portion of said fringe benefits payment which shall be due on a monthly basis, in advance.

5.15 Honorary Leave

Honorary Leaves shall be recommended by the UPM-District Professional Affairs Committee (PAC) as defined in 5.5.1. The PAC shall review all honorary leave requests on a case by case basis and shall recommend to UPM and the Superintendent/President all other issues pertinent to the granting of these leaves including but not limited to the use and payment of substitute teachers. UPM and the Superintendent/President may determine criteria and, if so determined, these shall be the criteria used by the PAC for the granting of Honorary Leaves. Any criteria not agreed to by UPM and the Superintendent/President shall be submitted to binding arbitration by either party. The criteria finally agreed upon, and only those criteria, shall be utilized by the PAC and management in recommending and approving Honorary Leaves. Honorary Leaves shall be, by majority vote, recommended by the PAC to the supervising Vice President. In case of a split decision, the issue shall be decided by the supervising Vice President. The supervising Vice President shall follow the provisions of 5.5.3. Applicants for Honorary Leaves who are denied said leaves may appeal via the provisions in the Grievance Article of this contract (Forms F 5.5 (a) & (b)).

5.15.1 Each permanent/probationary unit member and temporary unit member teaching at least six units a semester or twelve units a year is eligible to apply for paid honorary leave. An honorary leave is one which is requested by a unit member who has been formally honored and invited by a recognized group, organization, or national or international body. The PAC must receive applications for honorary leaves at least fifteen (15) working days in advance. Such application shall include a copy of the invitation and other relevant information. In order to receive expense reimbursement, applicable receipts must be submitted. The funding limitation set forth in Section 5.5.3.1 and 5.5.3.2 shall apply.

5.15.2 If the unit member is to be fully compensated by the group/organization for services rendered, then he/she shall receive no compensation from the District. If the unit member receives less than his/her normal salary and fringe benefits, the District shall pay the difference as stipulated in 5.15.2. The funding limitation of Section 5.5.3.1 and 5.5.3.2 shall apply.

5.15.3 Criteria.

Request Limits: A unit member cannot receive more than two (2) honorary leaves within a seven (7) year period for the same honor bestowed by the same group, organization or national/international body.

(a) Time Limits: A maximum of eight (8) calendar days per fiscal year.

(b) Substitute Limits: A maximum of eight (8) calendar days per fiscal year.

(c) Travel Compensation Limits: A maximum of \$400.00 per fiscal year.

5.16 Assault Leave

Request for leave due to an assault upon a unit member shall be governed by Article V, Section 5.11, Industrial Accident Leave.

5.17 Unit Banking Program

The District and the Union agree to amend Article 5.17 Unit Banking Program as follows, effective with the Spring semester, 2000:

5.17.1 Definition: A permanent/probationary credit unit member may request the District to retain in a separate account, specifically designated for this purpose, salary compensation for overload/intersession/summer session work for the purpose of deferred remuneration, to be used to fund otherwise unpaid (unpaid leaves), or partially funded leaves, sabbatical leaves or reduced loads.

5.17.2 Sabbatical Leave: In the case of sabbatical leaves, compensation may be increased to 100% of the current salary (e.g., in one semester leaves, 1.5 units must be banked; in one year leaves, 10.5 units must be banked) if the banked units increase the partially funded sabbatical to 100%. Otherwise, compensation is prorated against the banked units applied to the partially funded sabbatical. All fringe benefits, including retirement contributions the unit member would have received had he/she remained in active service, continue.

5.17.3 Reduced Loads: In the case of a reduced load, a unit member must carry at least 9 units, or a 60% load, to be eligible to apply banked units toward a reduced load. The unit member may apply 6 units to the reduced load for a fully paid load for that semester, or may apply less than 6 units to the reduced load for a partially funded reduced load/unpaid leave for that semester. Compensation and retirement contributions will be prorated against the number of banked units applied. All fringe benefits, including Life Insurance and Income Protection continue.

5.17.4 Unpaid Leave: In the case of a fully funded leave (otherwise an unpaid leave), compensation is at the 100% of the current salary. All fringe benefits including retirement contributions the unit member would have received had he/she remained in active service continue, based on approval of the carrier. Life Insurance and Income Protection are not provided because the unit member is not actively at work, as required under these benefits. Notice of the unit member's intent to exercise his/her right to an unpaid leave compensated by banked units shall be submitted to the PAC at least forty-five (45) calendar days prior to the semester the leave is taken.

5.17.5 Procedure for Banking Units:

(a) Application:

1. **Semester Banking** - Applications for banking units shall be submitted to the Union/District Workload Committee (UDWC) via the Department Chair and Dean/Director by completing the *Request for Reassigned Time, Stipend, or Overload* Form F 8.3 during the scheduling process for the following semester (i.e. September for the following Spring semester load; January for the following Fall semester load).
2. **Intersession/Summer Session Banking** - Applications for banking intersession/summer session units shall be submitted to the Union/District workload Committee (UDWC) via the Department Chair and Dean/Director by completing the *Request for Reassigned Time, Stipend, or Overload* Form F 8.3 before April 1 of any year.

(b) Designation:

1. Once the request for banked units is approved by UDWC, no change may be made (i.e. a unit member may not decide to be paid for approved banked units, unless the situation is beyond the unit member's control - termination or critical emergency). Conversely, once the unit member has been scheduled for pay for overload/intersession or summer session, he/she does not have the option to bank these units.

- (c) Access to Banked Units:** When a unit member signs the *Constructive Receipts Waiver for Banked Units*, access to funds credited to the unit member's account are restricted to applying them toward sabbaticals, reduced loads and unpaid leaves.
- (d) Leave Not Taken:** In the event the leave is not taken, unit members who do not sign the *Constructive Receipts Waiver for Banked Units* may recover original monetary value upon written request to Payroll, in any contract year following the year the units were earned. Requests for cash-out will only be permitted in cases beyond the employee's control, i.e., termination, critical emergencies, or paying out of nominal residual balances, as provided for by IRS Code 1.451-2 (a).
- (e) Tax Implications:** Internal Revenue Service regulation 1.451-2 (a) applies the doctrine of constructive receipt to compensation income earned from unit banking. Income is constructively received for the year it's credited to the taxpayer's account, set part for him/her, or otherwise made available so he/she can draw upon it at any time.

In order to avoid reporting compensation as taxable income on the current salary "banked", the unit member must sign the *Constructive Receipts Waiver for Banked Units*, Form F 5.17.

- (f) Impact on Retirement:** The increased compensation due to the addition of banked units to either a partially funded sabbatical leave, reduced leave or unpaid leave to make it a fully funded leave, is subject to STRS contributions with resulting service credit.

5.17.6 By October one (1) of each academic year, the District Personnel Department shall give written notification to all unit members who have banked units:

- (a) The total number of units in their account.
- (b) The semester(s) and/or intersession(s) during which the units were earned and/or expended.
- (c) The total dollar value of the units (computed as provided above).

5.18 Employee/Family Care Leave

It is the intent of this section of the collective bargaining agreement to make available to unit members leave under the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2). This section shall be applied and interpreted in accordance with the state and federal law and regulations and related provisions of the Collective Bargaining Agreement ("CBA").

5.18.1 Eligibility: A unit member who has worked in the District for 12 continuous months and a minimum of 1,198 hours during the previous 12 months is eligible for the leaves described below. Unit members who work less than 12 months and who return each year, are considered to have met the 12 month requirements so long as they meet the 1,198 hours requirement.

5.18.2 Purposes for Which Leave May be Taken:

(a) Birth, adoption or foster care placement of a child (within one year of event).

(b) Care of a family member with a serious health condition:

- (1) Family member includes spouse (husband or wife), parent, (including person who stood in loco parentis to the employee), child (including foster, step and adult children and legal wards).
- (2) Serious Health Condition is defined as any illness, injury, impairment or physical or mental condition that requires either inpatient care in a hospital, hospice, or residential care facility, or continuing treatment by or under the supervision of a health care provider.

(c) Unit member's own serious health condition (except that CFRA excludes pregnancy disability which is covered under Government Code Section 12945 (b) (2) and Article 15.3 of the CBA).

5.18.3 Duration of Leave:

(a) All leave is unpaid.

(b) Leave may be taken for a total of 12 work weeks in a 12-month period.

(c) Intermittent leave in the form of reduced work day or work weeks may be taken for treatment of a single illness or injury, i.e. for chemotherapy, radiation, kidney dialysis or other treatments of a similar nature.

(d) Intermittent leaves as defined 5.18.3 (c) above shall be scheduled, to the extent possible, to minimize disruption to the District. A unit member who requests leave on an Intermittent or a reduced leave schedule may be required to transfer temporality to an assignment that better accommodates recurring periods of absence than the unit member's regular assignment.

5.18.4 Time for Commencement of Leave:

(a) Leave for birth, adoption or foster care placement of a child must commence within one year of the birth, adoption or foster care event. Leave need not all be taken at one time.

(b) The unit member shall be required to first use personal necessity (as provided for in Article 5.4 of the CBA), if available, but not sick leave for situations other than the unit member's own serious health condition.

(c) If the situation is the unit member's own serious health condition, he/she shall be required to first use sick leave and five month "differential" leave.

(d) Pregnancy disability leave is treated separately under CFRA (See Government Code Section 12945 (b) (2)).

5.18.5 Employee Notice:

(a) If the need for leave is foreseeable, the unit member shall provide the District with reasonable (at least 30 days) written notice.

(b) If the need for the leave is unforeseeable, notice must be given as soon as practicable.

(c) The District may deny the leave for failure to provide notice if:

- (1) The unit member had no reasonable excuse for failure to give notice;
- (2) The unit member actually knew of the notice requirements; and
- (3) The need for leave was clearly foreseeable.

5.18.6 Continuation of Benefits:

- (a) The District will continue to pay the unit member's health benefits to the same extent the District would have paid for such benefits if the unit member would have continued working.
- (b) If the unit member does not return at the end of the leave, the District will collect from the unit member the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the unit member.
- (c) The District will not continue to pay for dental and vision benefits. The unit member can make arrangements to pay for these benefits, if he/she wishes them to continue.
- (d) The District and the unit member cannot continue to pay the retirement contributions because the unit member must be in paid status for these contributions to continue. However, a unit member with STRS retirement may elect to purchase the additional service credit for an approved family care leave, prior to retirement, and in doing so will pay all contributions with respect to that service at the contribution rate for additional service credit in effect at the time of the election.
- (e) The District and the unit member cannot continue to pay for life insurance or income protection because the unit member must be in paid status to make this payment.

5.18.7 Status While on Leave: Leave does not constitute a break in service for purposes of seniority or longevity.

5.18.8 Husband and Wife Employees: If both spouses are employed by the District, the aggregate leave for both employees is limited to 12 weeks for the care of a newly arrived child (birth, adoption or foster care placement) or a sick parent. For other purposes, such employee is entitled to 12 weeks of leave.

5.18.9 Medical Certification of Serious Health Condition:

- (a) The unit member shall provide to the District medical certification of the serious health condition of a child, spouse or parent and a statement that the serious health condition requires the participation of a family member to provide care.
- (b) The unit member shall provide to the District medical certification of his/her own serious health condition and the inability to perform the functions of his/her position.
- (c) Medical certification may be provided by a physician, osteopath or other health care provider designated by the Secretary of Labor.
- (d) The District may, at its expense, require additional medical evaluation and certification of the unit member's own serious health condition (but not of the unit member's spouse, parent or child).
- (e) The District shall require fitness for return to duty certification following leave for the unit member's own serious health condition.

5.18.10 Right to Reinstatement: A unit member is entitled to reinstatement to the same or a comparable position, if the position exists at the time of the unit member's return.

5.18.11 Procedure for Applying:

Complete the *Request For Employee/Family Care Leave And Medical Certification Form* and submit to the Personnel Department (Form F5.18).

ARTICLE 6: TRANSFERS AND ASSIGNMENTS

6.1 Voluntary Temporary Transfer

A permanent credit unit member may voluntarily transfer from one service unit (e.g., discipline and/or campus) to another, or they may divide their duties between service units, provided the procedures stated below are followed.

6.1.1 Procedures.

(a) If the transfer request is initiated by the permanent credit unit member within a three (3) week period of the posting of potential units available (as required in 6.1.1.1 below), the unit member may apply to the Professional Affairs Committee (PAC) for a voluntary transfer and shall notify the appropriate Dean (not Department Chair). (Form F 6.1). The PAC shall review the transfer request on the basis of the criteria listed in 6.1.1.1 through 6.1.1.5 below and shall recommend (for or against the transfer) to the supervising Vice President. The Vice President shall make the final decision on the basis of the criteria in 6.1.1.1 through 6.1.1.5.

(b) If the transfer request is not initiated by the permanent credit unit member within the three (3) week period of posting of potential units available (as required in 6.1.1 (a) above), the unit member may request a voluntary transfer from the supervising Vice President, but said transfer shall occur at management discretion.

6.1.1.1 Definition: Voluntary Temporary Transfer. (One or Two Semesters). A temporary vacancy shall be determined to exist if scheduled classes/assignments have been created for which there are no permanent credit unit members at the time of their initial scheduling. All of these units shall be posted under the heading of POTENTIAL UNITS AVAILABLE, said posting to occur simultaneously at the District Personnel Department, the UPM office, and the District's libraries. The posting shall be for a period of three (3) weeks within the 175 day academic year. Requests to fill the vacancy shall be granted on the basis of the criteria listed in 6.1.1.1 through 6.1.1.5.

6.1.1.2 Minimum Qualifications (majors or minors). Qualified to perform the services required; plus Section 6.1.1.3.

6.1.1.3 Experience. Must have taught/worked or successfully completed at least six (6) units of upper division or graduate courses in the discipline(s) involved in the two (2) years preceding the transfer.

6.1.1.4 Program Considerations. The requested transfer shall not be approved if there is not a minimally qualified unit member, pool applicant or emergency hire available, at the time of the request, to replace the transferee.

6.1.1.5 Seniority. If all the factors noted above are equal, the bargaining unit member with the most seniority shall have preference except as provided for in 6.3.4.

6.2 Permanent Transfer

Permanent voluntary transfers will be provided on the basis of open competition for the available position.

6.3 Involuntary Transfer (Form F 6.3)

A permanent credit unit member may be involuntarily transferred from one (1) service unit (e.g. discipline and/or campus) to another service unit on the same campus, or they may be required to divide their duties between campuses or service units provided that such involuntary transfer shall not occur unless:

6.3.1 Reasons for Transfer. It is demonstrated by the District that there is a significant reduction in the need for the services provided by counselors, librarians, instructors, and other members of the bargaining unit, or it is demonstrated by the District that there is a valid educational need for the transfer. Upon request, written reasons for the transfer shall be provided.

6.3.2 Assignment. When the transfer would result in an assignment listed in Section 6.4.1. below, the unit member involved gives his/her written permission.

6.3.3 Notice Period. The unit member to be transferred is given notice at least twenty (20) calendar days prior to the beginning of the semester/workyear except in unusual circumstances due to resignation, death, illness, accident, emergency leave, or physical catastrophe. In addition, the unit member will be notified seventy five (75) calendar days prior to the beginning of the semester if his/her involuntary transfer will result in a new preparation (new preparations are defined in the assignments section of this contract). The seventy five (75) day notice shall state the involved course(s)/assignment(s) being dropped and added, and the days, hours and locations now required by the involuntary transfer.

6.3.4 Vacancy Consideration. A unit member involuntarily transferred shall be given first consideration for vacancies declared in the discipline or service unit from which he/she was transferred.

6.3.5 Reduced Load Request. A unit member may request a reduced load as an alternative to an involuntary transfer.

6.4 Assignments (Form F 6.4)

A permanent/probationary unit member may not, without his/her consent, be scheduled for the following assignments:

6.4.1 A full assignment of three (3) days and three (3) evenings per week, four (4) days and two (2) evenings per week, five (5) days and one (1) evening per week, or six (6) days with or without evenings.

6.4.2 Teaching more than three (3) consecutive lecture hours or four (4) consecutive laboratory or combined lecture-and-laboratory hours.

6.4.3 A split assignment between work sites on the same day without mileage paid at the then-current approved Internal Revenue Service rate.

6.4.4 A day assignment following an evening assignment by less than eleven (11) hours.

6.4.5 More than three (3) new preparations in any one (1) academic year and more than two (2) in any one (1) semester. A new preparation is a course of two (2) units or more which the unit member has not taught within the previous three (3) years.

6.4.6 Prisons or jails.

6.4.7 A permanent/probationary unit member may not be assigned without his/her consent to more evening assignments per academic year than each of the other permanent/probationary unit members of their discipline(s)/service(s) (evening assignments begin on or after 5:00 p.m. for all UPM unit members). In the event of a violation of this rule, the unit member may begin the grievance process.

6.4.8 Contract non-FTES (fee-based) classes.

6.4.9 Teaching media courses.

6.4.10 An assignment involving an extended workyear as defined in article 8.22.

6.4.11 To K-12 sites as described in 6.13.

6.5 District Directed Assignments (Form F 6.5)

6.5.1 If, after consulting with the affected permanent/probationary unit member, the District concludes that there is no reasonable way to avoid the assignments enumerated above, then the District may require the unit member to perform one of the following:

6.5.1.1 A day assignment following an evening assignment by less than twelve (12) hours;

6.5.1.2 A day assignment of three (3) work days plus evening assignments on two (2) evenings without one (1) of the evenings occurring on the same calendar day as one (1) of the work days;

6.5.1.3 A day assignment requiring four (4) work days and one (1) evening if the evening assignment does not fall on one (1) of the assigned work days.

6.6 Opportunity for "Contract" Classes

As part of the permanent/probationary unit member's regular load, a unit member shall have the opportunity to apply pursuant to Section 6.1 to teach "contract" classes offered in the community education program subject to the approval of the outside company or the entity contracting for the class.

6.7 Relocation of Unit Members

Notwithstanding the negotiability position of either party on the subject of office reassignments, it is agreed that these guidelines will be followed by the District for office assignments. Included in such minimum requirements for office allocation will be the following:

- (a) Each permanent/probationary unit member will be assigned to an office which will be heated, ventilated, safe and secure.
- (b) The District will provide comparable and necessary office furniture.
- (c) Office reassignments will not result in a change in the level of support services.
- (d) A unit member's pre-existing access to college facilities and equipment will not be changed.
- (e) Any unit member's dispute that arises as a result of office assignments will be referred to the Professional Standards Committee.
- (f) Placement in individual or group offices shall replicate the permanent/probationary unit member's prior office arrangements with respect to individual or group office arrangement, or be acceptable as a new arrangement.
- (g) Future capital-building allocations shall give high priority (immediately behind safety, structural integrity of ADA maximizing reconfiguration of existing space) to the creation of comparable office spaces for unit members not otherwise placed in acceptable offices (e.g., comparable offices).

6.8 Assignment of Temporary Credit Units

6.8.1 Definitions.

A. Eligible Temporary Credit Unit Member (hereafter referred to as ETCUM): Any temporary qualified unit member who has provided service (completed assignment), in a discipline in the District credit program (excluding emergency hires, substitution and intersessions) and who was paid on the Credit Salary Schedule (excluding faculty who retired in the 1991/1992, 1992/1993, 1995/1996 or 1998 through 2000 academic years), whose eligibility is referenced in Article 6.8.2 below.

1. For those unit members who provided paid service (excluding substitution and intersessions) beginning with the 1991/1992 academic year through the Spring semester, 1993, ETCUM status was achieved if they provided at least one semester of paid service any time between the Fall semester, 1991 through Spring semester, 1993 time period and if they received a satisfactory evaluation as provided in 7.2.1.3. However, ETCUMs shall not be denied their employment rights provided herein as a result of not being evaluated. Any ETCUM not evaluated in the initial academic year of employment shall be evaluated in the subsequent academic year in which they are employed. All evaluations shall require a written management recommendation for re-employment, as provided in 7.2.1.3. Any unsatisfactory evaluation shall result in ineligibility.

In resolution of an outstanding dispute concerning the status of emergency hires prior to Fall 1993, the parties agree that said emergency hires shall be placed on the ETCUM list for Fall, 1994 in Spring, 1994 by the Personnel Department. This agreement resolves the dispute and is not subject to grievance under the provisions of the CBA.

2. As of Fall semester, 1993, any temporary qualified pool candidate who is given a contract to provide service (excluding emergency hires, substitution and intersessions) in the District credit program in the discipline offering the assignment and who was paid on the Credit Salary Schedule, must provide said service from two complete semesters/assignments within a two year period before achieving ETCUM status as defined in 6.8.1.A. During the first semester of assignment, the unit member shall be evaluated as provided in Article 7.2.1.3 of the CBA. Eligibility for ETCUM status requires a satisfactory written evaluation including a management recommendation for re-employment. Any member of the evaluation team may request that the unit member be evaluated in the second semester of service. If the unit member provides two semesters of service and receives a satisfactory written evaluation including a management recommendation for re-employment, he/she shall achieve ETCUM status. Any unsatisfactory evaluation shall result in ineligibility.

B. Temporary Credit Units: Those credit units which are scheduled in the District credit program but not assigned to permanent unit members.

C. Contracts for Temporary Credit Unit Members: Contracts issued to a temporary credit unit member on a semester-by-semester basis contingent on the availability of temporary units.

D. "Equivalent Step": For the Purposes of Ranking ETCUMs, "equivalent step" on the salary schedule means placement on the same numerical step of any of the columns of the salary schedule, for example column 1 step 7 is equivalent to column 5 step 7.

E. Temporary Qualified Pool Candidate: Anyone who has been processed through the screening committee (as defined in District Procedure 5.0006.1 DP.1) for the applicable discipline and who has been given a ranking from that committee.

F. Emergency Hire: Anyone, who in the absence of available ETCUMs, has been given a temporary credit assignment in a discipline on an emergency basis (as provided for in District Procedure 5.0006.1 DP.1) and who has not been processed through the screening committee for the applicable discipline. The District shall notify the UDWC of any temporary credit emergency hire in a discipline that exceeds two semesters and the reasons therefor. The Union may grieve the reasons set forth pursuant to Article 12 of the CBA.

6.8.2 Eligibility.

A. Ranking of ETCUMs for purposes of unit assignments shall be determined by step placement on the Credit Salary Schedule as defined in 6.8.1. D. In the event that two or more ETCUMs occupy the equivalent step on the Schedule, (excluding faculty who retired with ETCUM status in the 1991/1992, 1992/1993, 1995/1996 or 1998 through 2000 academic years, as provided for in Articles 6.10, 6.10.1, 6.10.2) ranking shall be determined:

1. First by the total number of units of paid credit service in a completed assignment in the District beginning with the Fall semester 1991 (i.e. the ETCUM with the largest number of paid credit units shall be ranked number one).

2. Second, in the case of a tie (excluding ties between retired ETCUMs) ETCUMs who are members of historically underrepresented groups in discipline areas where a designated group (i.e. African American, Asian/Pacific Islander, Hispanic, American Indian/Alaskan Native, Disabled and Women) is underrepresented shall receive the highest ranking. For purposes of this paragraph, "underrepresented" and "discipline areas" shall be defined by "The Staff Availability Analysis, California Community Colleges Goals and Timetables," as provided to the California Community Colleges Chancellor's Office by the MCCD Affirmative Action Officer.)

3. Third, if there is still a tie, rank shall be determined by a lottery.

4. Ties between retired ETCUMs shall be determined by a lottery.

Should additional ETCUMs enter at a step and rank occupied by other ETCUMs, the above procedure shall be initiated for all ETCUMs at that step in order to determine rank (excluding retired ETCUMs).

B. Salary step determinations for ETCUMs shall be made at the end of each semester and Summer session. The salary step determination shall affect compensation for the next semester in which the ETCUM is employed, (e.g. Salary step determination is made at end of Fall semester, 1992; resultant compensation is effective in Spring semester, 1993 if ETCUM

re-employed in that semester). The salary step determination shall affect ranking for assignment in the corresponding semester of the next academic year, (e.g. Salary step determination is made in Fall semester, 1992; resultant rankings are used in making assignments for Fall semester, 1993). The Personnel Department shall announce in writing to all ETCUMs the deadline date for submitting documents, etc. that may affect salary step determination. All documentation must be received by the deadline date for consideration in that semester.

- C. The lottery (as defined in 6.8.2 A. 1., 2., 3. and 4. above), shall be conducted once each semester after the deadline for submission of documents, etc. that may affect salary step placement. The Personnel Department shall announce in writing to all ETCUMs affected by the lottery, the date of the lottery.
- D. A temporary qualified pool candidate upon achieving ETCUM status as defined in Article 6.8.1 B. shall be placed on the ETCUM list in the applicable discipline as the lowest ranked ETCUM on the applicable salary step. If two or more temporary pool candidates in the same discipline achieve ETCUM status at the same time and occupy the equivalent step on the schedule, a mini lottery will be conducted with those candidates to determine the ranking amongst the lowest for assignments in the subsequent semester. For assignments in the corresponding semester of the next academic year, the lottery (as defined in 6.8.2. A. 1., 2., 3. and 4. above) shall be initiated.
- E. Beginning in the Fall semester of 1995, it shall be the responsibility of each ETCUM to notify the District in writing of his/her wish to be considered for the assignment of available temporary credit units and of the days and times during which he/she is available to work during the next semester. Such notification shall be accomplished by completing the *ETCUM Availability Form* (Form F 6.8.2 E.) and returning it to the Personnel Department on or before February 1 for Fall semester assignment and September 15 for Spring semester assignment. No ETCUM shall be considered for hiring for the next semester unless the *ETCUM Availability Form* is returned by the above deadline.

A copy of the *ETCUM Availability Form* shall be included with every "*Temporary Credit Contract - Offer of Employment*" issued by the District. In addition, every ETCUM who does not receive a contract offer for the Fall 1995 semester shall be sent by certified mail a copy of the *ETCUM Availability Form* prior to September 1, 1995. Additional forms shall be available in the Personnel Department.

An ETCUM who indicates that he/she is not available for assignment in the coming semester shall not forfeit his/her ETCUM status and by the timely submission of an *ETCUM Availability Form* shall be considered for assignment in subsequent semesters for which he/she has ETCUM status as defined in 6.8.1.

Failure to work in a given discipline (excluding substitution and intersession) during two consecutive academic years shall result in the loss of ETCUM status in that discipline.

6.8.3 Assignment of Eligible Temporary Credit Unit Members.

- A. In any discipline for which an ETCUM has been deemed eligible (as defined in 6.8.1 A. 1. & 2.) the ETCUMs shall in ranked order (as defined in Article 6.8.2) be assigned all the temporary credit units in a discipline to a minimum of 40%. No ETCUM shall be assigned more than 60% of a full-time equivalent workload for the academic year. In the case of units identified by the UDWC (as provided for in 8.20 of the CBA) as follows: "units requiring limited special skills unlikely to be possessed by persons of more general qualifications," the District shall not be required to offer said units to ETCUMs who have not provided prior paid service in the specialty units as designated by the UDWC. The UDWC shall establish the Base Unit Allocation (i.e., the average number of units in a discipline assigned to and completed by temporary credit instructors from July 1, 1991 to June 30, 1993). Any units assigned to a discipline for temporary credit instruction beyond the Base Unit Allocation, may be assigned to ETCUMs or eligible temporary pool candidates (as defined in 6.8.1 E.) qualified in that discipline, who are members of historically underrepresented groups (as defined in 6.8.2 A.).
- B. Individuals who qualify as ETCUMs herein are not precluded from seeking employment in other disciplines for which they do not qualify as ETCUMs, but for which they are minimally qualified.
- C. ETCUMs who accept an assignment with the District shall be offered one-semester contracts as defined in 6.8.1, C above.
- D. Failure to work in a given discipline (excluding substitution and intersession) during two consecutive academic years shall result in the loss of ETCUM status in that discipline.

6.9 Assignment of Temporary Non-Credit Units

6.9.1 Definitions.

- A. Eligible Temporary Non-Credit Unit Member (hereafter referred to as an ETNUM):** Any temporary qualified unit member who has provided service by completing an assignment in a specific course(s) in a quarter, in the District non-credit program (excluding substitution) and who was paid on the Non-Credit Instructor Hourly Salary Schedule. Said paid service must have occurred during the two academic years (excluding substitution) immediately preceding the assignment, beginning with the academic year 1991-92 and must include a satisfactory evaluation as provided in 7.3.7 excluding faculty who retired in the 1991-1992 academic year with ETNUM status, as provided for in Article 6.10 of the CBA. However, ETNUMs shall not be denied their employment rights provided herein as a result of not being evaluated. Any ETNUM not evaluated in the initial academic year of employment shall be evaluated in the subsequent academic year in which they are employed. All evaluations shall require a written management recommendation for re-employment, as provided in 7.3.7. Any unsatisfactory evaluation shall result in ineligibility.
- B. Temporary Non-Credit Hours:** Those non-credit hours which are scheduled but not assigned to permanent unit members.
- C. Contracts for Temporary Non-Credit Unit Members:** Contracts issued to a temporary non-credit unit member for a quarter or contract period and which are contingent on the availability of temporary non-credit hours and a satisfactory evaluation as provided in 7.3.7.

6.9.2 Eligibility.

- A. Ranking of ETNUMs (excluding ESL unit members on the credit salary schedule)** shall be determined by step placement on the Non-Credit Instructor Hourly Salary Schedule (excluding faculty who retired in the 1991-1992 academic year with ETNUM status, as provided for in Article 6.10 of the CBA). In the event that two or more ETNUMs occupy the same step on a schedule, ranking shall be determined by a lottery. Should additional ETNUMs enter at a step occupied by other ETNUMs, the above procedure shall be initiated for all ETNUMs at that step in order to determine rank. Ties between faculty who retired in the 1991-1992 academic year with ETNUM status shall be determined by a separate, one time only, lottery.
- B. The salary step determinations for ETNUMs** shall be made at the end of each quarter. The salary step determination shall affect compensation for the next quarter in which the ETNUM is employed (e.g. salary step determination is made at the end of Summer quarter, 1993; resultant compensation is effective in Fall quarter, 1993, if ETNUM is re-employed in that quarter).
- C. The lottery as defined in 6.9.2 A. above** shall be conducted at the end of the Summer quarter, after the salary step determinations have been made. The Personnel Department shall announce in writing to all ETNUMs affected by the lottery, the date of the lottery. The rankings which result from that process shall be the ranking for assignment for subsequent quarters.
- D. A candidate who is processed through the non-credit screening procedures** (as provided for in District Procedures 5.0006.1 DP.1) and is given a temporary non-credit assignment (excluding substitution) shall achieve ETNUM status and all applicable contract language shall apply. At the time of initial hire, he/she shall be placed on the ETNUM list as the lowest ranked ETNUM on the applicable salary step for that course. If two or more candidates for the same course are hired initially for the same quarter and occupy the equivalent step on the Non-Credit Hourly Salary Schedule, a mini lottery will be conducted with those candidates to determine the ranking amongst the lowest. At the formal lottery, as defined in 6.9.2.C. above, all ETNUMs, including those recently hired, with equivalent salary step, will draw for his/her ranking within that step. Should additionally ETNUMs enter at a step occupied by other ETNUMs, the above procedure shall be initiated for all ETNUMs at that step in order to determine rank.

6.9.3 Assignment of Eligible Temporary Non-Credit Unit Members.

- A. In ranked order an ETNUM who has been deemed eligible** (as defined in 6.9.1, A.) shall be given first preference in the assignment of all available temporary non-credit hours to a minimum of 40% and not to exceed 60% of a full-time load for the specific course(s) for which they have had paid service as defined in 6.9.1.A. above.

- B. Individuals who qualify as ETNUMs herein are not precluded from seeking employment in other course assignments for which they do not qualify as ETNUMs, but for which they are minimally qualified.
- C. ETNUMs who accept an assignment with the District shall be offered contracts as defined in 6.9.1, C above.

6.10 Retirees in 1991/1992 - ETCUM/ETNUM Status. Permanent unit members who retire during the academic year 1991-1992 shall immediately become Eligible Temporary Credit Unit Members (ETCUMS) or Eligible Temporary Non-credit Unit Members (ETNUMS) in accordance with the provisions of Article 6.8 - 6.9.3 of the CBA and shall retain their step and column placement on the certificated salary schedule.

6.10.1 Retirees in 1993 - ETCUM Status. Any permanent unit member who retires effective May 6, 1993 through July 31, 1993 under the retirement options offered at this time shall immediately become the senior Eligible Temporary Credit Unit Member (ETCUM) in the discipline he/she retires from (except for 1991-92 retirees who shall be senior), and in accordance with the provisions of 6.8 of the CBA. He/she shall be placed at Step 10 on the Certificated Salary Schedule in the same column from which he/she retired, and shall not be subject to the lottery provisions of 6.8 of the CBA. However, if two or more retirees occupy Step 10 in a particular discipline, they shall be subject to a lottery amongst themselves. If the unit member is hired for a temporary assignment, he/she will be compensated at Step 10 on the Certificated Salary Schedule in the same column from which he/she retired.

6.10.2 Retirees in 1996 - ETCUM Status. Any permanent unit member who retires between May 25 and June 30, 1996 shall immediately become a Retired Eligible Temporary Credit Unit Member (RETCUM) in the discipline he/she is retiring from and in accordance with the provisions of 6.8 of the CBA for a four year period commencing with the date of retirement. He/she shall be placed at Step 10 on the Certificated Salary Schedule in the same column from which he/she retired and shall be senior to all ETCUMs except those who retired effective 1991-92 or 1993-94, and shall not be subject to the lottery provisions of 6.8 of the CBA. However, if two or more retirees occupy Step 10 in a particular discipline, they shall be subject to a lottery amongst themselves. If the unit member is hired for a temporary assignment, he /she will be compensated at Step 10 on the Certificated Salary Schedule in the same column from which he/she retired.

6.11 ETCUM/ETNUM/RETCUM/RETNUM - Notification to Personnel Department. Any ETCUM/ETNUM/RETCUM/RETNUM who notifies the Personnel Department that he/she is moving from the greater Bay Area, or who accepts full-time employment with another entity shall be sent by the Personnel Department a request to declare in writing if he/she wishes to be considered for any future assignments. This request will be sent by certified mail to the last known mailing address, for response within thirty (30) calendar days from receipt. If the ETCUM/ETNUM/RETCUM/RETNUM does not wish to be considered for any future assignments or does not respond within the thirty (30) calendar day limit, his/her name shall be removed from the applicable list(s) and he/she will no longer have ETCUM/ETNUM/RETCUM/RETNUM status. If any ETCUM/ETNUM/RETCUM/RETNUM is deceased, his/her name shall be automatically deleted from the applicable list(s).

6.12 Hold Harmless and Indemnify

6.12.1 The Marin Community College District (District) as defined in this Agreement shall hold the UPM/AFT harmless, and shall fully and promptly reimburse UPM/AFT for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the UPM/AFT or any of its agents in connection with the administration or enforcement of any Section of this Agreement pertaining to Affirmative Action. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the UPM/AFT.

6.12.2 Upon notice that the UPM/AFT is going to seek indemnification or to be held harmless under this provision, the District shall have the right to meet with the UPM/AFT regarding the reasonableness and merit of any claim, demand, suit or action for which the UPM/AFT seeks indemnification, and shall attempt to agree whether any such action listed in Article 6.12.1 above shall be compromised, resisted, defended, tried, or appealed.

6.12.3 In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the UPM/AFT will defer to the District's interests if the UPM/AFT does not have a distinct and separate legal interest in the disputed matter.

6.12.4 UPM/AFT shall not be entitled to be reimbursed for any costs for which the District was not properly notified and provided the opportunity to discuss as set forth herein; nor will the UPM/AFT be entitled to any reimbursement when the UPM/AFT's efforts in defending against such action would be duplicative, or when UPM/AFT does not have a separate and distinct interest to defend.

6.13 Temporary Assignments for Student Recruitment and Enrollment

When the District uses K-12 faculty and staff to supervise tutoring or teach basic skills courses at the K-12 site, the following provisions shall apply:

- (a) The assignment shall be considered a specialty course under the current terms and conditions of the agreement.
- (b) The employee shall be hired as an "emergency hire" subject to annual renewal and therefore, exempted from the two semester rule in 6.8.1 (F) of the CBA.
- (c) Employment in this category does not make the employee eligible for ETCUM, ETNUM status. Nor are current ETCUMs, ETNUMs, RETCUMs, RETNUMs eligible for assignment to these positions. Nor are these positions available to permanent/probationary unit members for voluntary transfers or overloads.

ARTICLE 7: EVALUATION

7.0 Evaluation: Purpose

The purpose of faculty evaluation is to provide feedback to each unit member for the improvement of his/her professional services.

7.1 Criteria for Evaluation

*** Denotes indices to be added to evaluation forms**

7.1.1 Instructional Faculty Criteria. For a given course the desired effects shall include those stated objectives in the adopted course description and any additional written objectives developed by the discipline. Where it is difficult to assess the effects of services performed, other indices, such as knowledge of the subject matter, observed competence in teaching, and fulfillment of job responsibilities may be included. Examples of indices appropriate to instructional faculty members include, but are not limited to:

7.1.1.1 Demonstrated knowledge of the subject matter being taught and of the discipline in general;

7.1.1.2 Consistent and careful planning in accordance with the published course descriptions;

7.1.1.3 Development and use of instructional techniques which recognize individual differences in students.

7.1.1.4 Lecture or lab activities and tests reflect the official course description.*

7.1.1.5 In class use of instructional support materials such as textbook(s), syllabi, media, handouts, etc. *

7.1.1.6 Interaction with the students is in accordance with the standards of the American Association of University Professors following review and approval by the members of the Professional Standards Committee (PSC).*

7.1.1.7 Instruction/student assignments reflect current standards in the discipline.*

7.1.1.8 Currency in the field of study/instruction.*

7.1.1.9 Behavior towards students as identified in the student evaluation form of the CBA (see items #3, 5, 15, 17, 33, 34).

Each discipline will have the opportunity to recommend criteria which recognize special characteristics of the discipline.

7.1.2 Counseling Faculty Criteria. Examples of indices for counseling include, but are not limited to:

7.1.2.1 Demonstrated knowledge and its application to the community college of counseling techniques, guidance tools, guidance information and resources, and current developments in counseling and guidance;

7.1.2.2 Maintaining the integrity of the counseling relationship;

7.1.2.3 Maintaining the ethical standards of the counseling profession;

7.1.2.4 Performing counseling and guidance activities.

7.1.2.5 Interaction with the students is in accordance with the standards of the American Association of University Professors following review and approval by the members of the Professional Standards Committee (PSC).*

7.1.2.6 Counseling reflects current standards in the discipline.*

7.1.2.7 Instruction/student assignments reflect current standards in the discipline.*

7.1.2.8 Currency in the field of instruction.*

7.1.2.9 Behavior towards students as identified in the student evaluation form of the CBA (see items #8, 9).

Members of the counseling faculty shall have the opportunity to recommend criteria which recognize special characteristics of the discipline.

7.1.3 Librarianship Faculty Criteria. Examples of indices for librarians include, but are not limited to:

7.1.3.1 Demonstrated knowledge of librarianship and its application to the community college;

7.1.3.2 Consistent and careful planning in organizing the library for the use of students and faculty;

7.1.3.3 Assisting students in learning activities;

7.1.3.4 Observing the ethical principles of the teaching and librarianship professions;

7.1.3.5 Performing other librarianship responsibilities.

7.1.3.6 Interaction with the students is in accordance with the standards of the American Association of University Professors following review and approval by the members of the Professional Standards Committee (PSC).*

7.1.3.7 Librarianship reflects current standards in the discipline.*

7.1.3.8 Currency in the field of study/discipline.*

7.1.3.9 Behavior towards students as identified in the student evaluation form of the CBA (see items #4, 8).

The librarianship faculty will have an opportunity to recommend criteria which recognize special characteristics of library service.

7.1.4 The private lives of unit members, including religious, political, organizational activities or sexual preference, shall not be a part of the unit member's evaluation.

7.2 Evaluation Procedures: Probationary Unit Member

7.2.1 Purpose. To provide suggestions for improvement, if any, and to determine re-employment.

7.2.2 Frequency. During each year of service by a probationary unit member there shall usually be one (1) formal written evaluation. The evaluator or evaluatee may request a second evaluation be made in the same academic year/workyear.

7.2.3 Content. A probationary unit member is entitled to a clear, fair, and equitable evaluation procedure. The content of the evaluator's written evaluation must be a summary of the information provided through the contractually agreed upon evaluation processes and instruments.

7.2.4 Evaluation Team Members.

- a) **Evaluator:** Manager, named by the supervising Vice President.
- b) **UPM Advisor:** Named by UPM/AFT to advise evaluatee.
- c) **Evaluee:** Unit member being evaluated.

7.2.5 Processes/Responsibilities of Each Team Member/Time Lines.

The unit member shall be evaluated using the forms, processes and criteria contractually agreed upon, as outlined below:

A. Process: Performance Observation (Forms F7.0 (a), (b), (c), (d))

<u>Team Member</u>	<u>Responsibility</u>	<u>Time Line</u>
Manager	▪ Schedules classroom or other on-the-job visits (e.g.) counselors, librarians, school nurse and/or other unit member) a time acceptable to evaluatee.	ASAP Fall Sem. each probationary yr.
	▪ Makes visit jointly with UPM/AFT Advisor and volunteer Department Chairperson and peer evaluator, if applicable.	ASAP Fall Sem. each probationary yr.
	▪ Completes applicable form(s).	During visits
UPM Advisor	▪ Makes classroom or other on-the-job visits with Manager, volunteer Department Chairperson and peer evaluator, if applicable.	ASAP Fall Sem. each probationary yr.
	▪ Completes applicable form(s).	During visits
	▪ Advises evaluatee in all phases of the evaluation	On-going
Peer Evaluator	▪ Makes classroom or other on-the-job visits with Manager, UPM Advisor, and Department Chairperson, if applicable.	ASAP Fall Sem. each probationary yr.
	▪ Completes applicable form(s).	During visits
Evaluee	▪ Makes the following available to the team:	Prior to observation
	▪ syllabi	
	▪ sample of evaluation tool for measuring student progress	

B. Process: Student Evaluations**Student Evaluation Form (SEF - Form 7.0 (e))**

The purpose of student evaluation is to provide each unit member and the evaluator with feedback about student perceptions of his/her teaching.

Administered to a maximum of two classes containing a different population of enrolled students. The same student population may be used if the courses are not identical.

<u>Team Member</u>	<u>Responsibility</u>	<u>Time Line</u>
Manager/ designee	▪ May administer SEF	Fall Sem.
OR	If administering:	
UPM Advisor	▪ Shall be trained by means of self-instruction package; ▪ Shall be present during the administration of the SEF; ▪ Shall collect all forms at the end of the session.	

C. Process: Professional Self Evaluation (Form 7.0 (h))

(Not applicable to temporary credit unit members)

<u>Team Member</u>	<u>Responsibility</u>	<u>Time Line</u>
Evaluee	▪ Shall furnish the Manager and UPM Advisor with a self-evaluation as provided for on the Professional Self Evaluation Form.	By Feb. 15
Manager	▪ Reviews Professional Self Evaluation Form	Btw. Feb. 15 & March 15
UPM Advisor	▪ Reviews Professional Self Evaluation Form	Btw. Feb. 15 & March 15

D. Process: Statement of Professional Objectives (Form 7.0 (i))

(Not applicable to temporary credit unit members)

<u>Team Member</u>	<u>Responsibility</u>	<u>Time Line</u>
Evaluee	▪ Consults with Manager, UPM Advisor and Department Chairperson, if applicable and prepares for the Manager and UPM Advisor a written statement of his/her professional objectives (as provided for on the "Statement of Professional Objectives."	Completed Sept. 15

D. Process: Statement of Professional Objectives (Form 7.0 (i))
 (Not applicable to temporary credit unit members)

<u>Team Member</u>	<u>Responsibility</u>	<u>Time Line</u>
Evaluee	The objectives shall include: ▪ the positive effects intended for students by the teaching, counseling, library or other services; ▪ the ways in which the evaluee plans to achieve these effects; ▪ specification by the evaluee of the manner of evaluating the success of these efforts.	Submission by Feb. 15
Manager	▪ Reviews Statement of Professional Objectives	After Sept. 15 Btw. Feb. 15 & March 15
UPM Advisor	▪ Reviews Initial Assessment of Outcomes ▪ Reviews Statement of Professional Objectives ▪ Reviews Initial Assessment of Outcomes	After Sept. 15 Btw. Feb. 15 & March 15

E. Process: Final Written Summary Evaluation (Form F 7.0 (k))

<u>Team Member</u>	<u>Responsibility</u>	<u>Time Line</u>
Manager	▪ Writes a Final Summary Evaluation of the information provided through the contractually agreed upon evaluation criteria, processes and instruments (Performance Observation, Student Evaluations, Professional Self Evaluation and Statement of Professional Objectives). Final Written Summary Evaluation includes: ▪ results from the evaluation processes; ▪ manager evaluation of indices outside the classroom or job site; ▪ suggestions for improvement, if any; ▪ recommendation concerning re-employment	Prior to Feb. 15 Prior to March 15

E. Process: Final Written Summary Evaluation (Form F 7.0 (k))

<u>Team Member</u>	<u>Responsibility</u>	<u>Time Line</u>
Manager		
	▪ Meets with the evaluatee to show him/her the evaluation	Prior to Feb. 15
	▪ Submits all evaluation materials to Personnel Department	By Feb. 15
	▪ Recommendations for Improvement - if made, shall:	Prior to Feb. 15
	▪ include in-service training to improve job performance;	
	▪ explicitly define the District's expectations and time line for improvement	
Evaluatee		
	▪ Reviews Final Written Summary Evaluation with UPM Advisor	Prior to Feb. 15
	▪ May attach his/her comments to Manager's report	Prior to Feb. 15
UPM Advisor		
	▪ Reviews Final Written Summary Evaluation with Evaluatee	Prior to Feb. 15
	▪ May attach separate Statement to Manager's report	Prior to Feb. 15

7.3 Evaluation Procedures: Permanent Unit Member

7.3.1 Purpose. To provide suggestions for improvement, if any.

7.3.2 Frequency. Once every three (3) years (excluding leave periods) alternately through either self-evaluation (using the Professional Self-Evaluation Form) (Form F 7.0 (h)) or through the Performance Observation process (Forms F 7.0 (a), (b), (c), (d)).

7.3.2.1 Exemption. A permanent unit member on leave from the District shall be exempt from evaluation for the period of the leave.

7.3.3 Evaluation Cycle. Half of the faculty, in alphabetical order, shall begin with self-evaluation; the other half with performance observation. Said cycle began with the Fall semesters of 1991 and 1992.

7.3.4 Content. A permanent unit member is entitled to a clear, fair and equitable evaluation procedure. The content of the evaluator's written evaluation, when applicable, must be a summary of the information provided through the contractually agreed upon evaluation processes and instruments.

7.3.5 Evaluation Team Members.

- a) Peer Evaluator:** A qualified, permanent unit member.
- b) UPM Advisor:** Named by UPM/AFT to advise evaluatee.
- c) Evaluatee:** Unit member being evaluated.
- d) Manager:** Facilitates process and receives evaluation materials.

7.3.5 Processes/Responsibilities of Each Team Member/Time Lines.

The unit member shall be evaluated using the forms, processes and criteria contractually agreed upon, as outlined below:

A. Process: Performance Observation (Forms F7.0 (a), (b), (c), (d)) **(Alternating periods of three (3) years)**

<u>Team Member</u>	<u>Responsibility</u>	<u>Time Line</u>
Evaluatee	- Chooses peer evaluator and notifies supervising Vice President of notice If peer evaluator not chosen within 30 days, supervising Vice President appoints peer evaluator - Makes the following available to the peer evaluator - syllabi - sample of evaluation tool for measuring student progress	Within 30 days from District Prior to observation
Peer Evaluator	- Makes classroom or other on-the-job visits (e.g., counselors, librarians, school nurse and/or other unit member) at a time acceptable to evaluatee. - Completes applicable form(s). - Submits Evaluation Progress Report (Form 7.0 (j)) to supervising Vice President	Beginning of Sem. During visits By December 1
UPM Advisor	Advises evaluatee in all phases of the evaluation process	On-going

B. Process: Professional Self Evaluation (Form 7.0 (h)) **(Alternating periods of three (3) years)**

<u>Team Member</u>	<u>Responsibility</u>	<u>Time Line</u>
Evaluatee	Shall furnish the Manager and UPM Advisor with a self-evaluation as provided for on the Professional Self Evaluation Form.	By April 15
Manager	Reviews Professional Self Evaluation Form	Btw. April 15 & May 30

B. Process: Professional Self Evaluation (Form 7.0 (h))
(Alternating periods of three (3) years)

Team Member Responsibility

Time Line

UPM Advisor

- Reviews Professional Self Evaluation Form

Btw. April 15 &
May 30

C. Process: Student Evaluations

Student Evaluation Form (SEF - Form 7.0 (e), (f) and (g))
 (Administered in both Performance Observation and Self-Evaluation Process)

For Permanent Full-Time Teaching Faculty: Administered to a maximum of two classes containing a different population of enrolled students. The same student population may be used if the courses are not identical.

Peer Evaluator

- Administers SEF

During Sem.

OR

UPM Advisor If administering:

- Shall be trained by means of self-instruction package;
- Shall be present during the administration of the SEF;
- Shall collect all forms at the end of the session.
- Provides complete results to evaluatee

D. Process: Final Written Summary Evaluation (Form F 7.0 (k))

Team Member Responsibility

Time Line

Peer Evaluator

- Writes a Final Summary Evaluation of the information provided through the contractually agreed upon evaluation criteria, processes and instruments (Performance Observation & Student Evaluations).

Prior to April 15

Final Written Summary Evaluation includes:

- results from the evaluation processes;
- recommendations for individual improvement, if any;
- Meets with the evaluatee to show him/her the evaluation
- Shows any recommendations for individual improvement to evaluatee first
- Submits all evaluation materials to supervising Vice President

Prior to April 15

Prior to April 15

By April 15

D. Process: Final Written Summary Evaluation (Form F 7.0 (k))

<u>Team Member</u>	<u>Responsibility</u>	<u>Time Line</u>
Evaluee		
	▪ Reviews Final Written Summary Evaluation with Peer Evaluator	Prior to April 15
	▪ Reviews any recommendations for individual improvement with Peer Evaluator and UPM Advisor	Prior to April 15
	▪ May attach his/her comments to the report before it is submitted to the appropriate District office	Prior to April 15
UPM Advisor		
	▪ Reviews Final Written Summary Evaluation with Evaluee	Prior to April 15
	▪ Reviews any recommendations for individual improvement with Evaluee	Prior to April 15
	▪ May attach a separate statement if he/she desires	Prior to April 15

7.3.6 Recommendations for Individual Improvement.

(a) Evaluees who receive an evaluation that includes specific recommendations for professional improvement may with consultation from their UPM advisor, complete an agreement with the District in which they shall describe a recommended plan of action for accomplishing the required professional improvement in their performance.

(b) Should the evaluee volunteer to participate in the recommended professional improvement program, all economic costs of an agreed upon program (examples: reassigned time or overload compensation for additional hours beyond those contractually assigned in Art. VIII of the CBA, books, tuition, etc.) shall be paid by the District.

(c) Permanent unit members shall have 45 working days to reach an agreement with the District regarding the elements of their professional improvement program and indicate his/her decision to participate in the program. Permanent unit members may be represented by UPM in the negotiations required here.

7.3.7 Failure of Peer Evaluator to Meet Evaluation Responsibilities. In the event the peer evaluator fails to initiate the evaluation procedure and/or meet the designated time lines of the evaluation by February 1, the District shall designate a management representative who shall perform the evaluation and the provisions of Article 24.9 shall apply.

7.3.8 Causes for Further Action. Except for the discovery of:

- (a) immoral or unprofessional conduct;
- (b) dishonesty;
- (c) unsatisfactory performance;
- (d) evident unfitness for service;
- (e) physical or mental condition that makes the unit member unfit to instruct or associate with students;

- (f) persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the College;
- (g) conviction of a felony or of any crime involving moral turpitude;
- (h) or discovery of violations of UPM-MCCD contract provisions.

permanent unit members shall not be subject to punishment, discipline or removal from their positions for observations and or judgments made during their respective evaluations. Initial discovery of any of the aforementioned causes during the evaluation process shall be grounds for further investigation.

7.4 Evaluation Procedures: Temporary Non-Credit Unit Member

7.4.1 Frequency/Process(es): During the first year of employment with the District, each temporary unit member employed in non-credit courses shall be evaluated using Performance Observation and Student Evaluation in accordance with the provisions of Article 7.3 of the CBA. Subsequent evaluations shall be by Student Evaluation during the Fall of each year for at least one course per unit member. A unit member who does not teach in the Fall will be evaluated each year by Student Evaluation during the quarter in which he/she teaches.

7.4.2 Student Evaluation Questions & Administration.

The Student Evaluation will be administered, collected and sealed in a manila envelope by a third party. The envelope will be returned to the Community Education and Services Department. All results of the Student Evaluations will be shared with the instructor.

7.4.3 Management Responsibility.

Management responsibilities in the evaluation process are as follows:

- a) To share the results of the Student Evaluations with the instructor;
- b) To make a recommendation on re-hire;
- c) To initiate a management/peer evaluation of the instructor in the following quarter in accordance with Article 7.3 of the CBA, when the results of the Student Evaluations show cause for a possible recommendation to not re-hire.

7.4.4 Nursing Home Instructors.

Evaluations conducted on a unit member who teaches in nursing homes do not require student evaluations. In the Fall of each year the Activity Director in the nursing home will respond to a set of questions specifically designed by the PSC for nursing home faculty.

7.5 Evaluation Procedures: Community Service (fee based) Unit Member.

A unit member teaching a community service (fee based) course shall be evaluated through Student Evaluation at least one time per year.

**7.5.1 Student Evaluation
Questions & Administration.**

Student Evaluations will be administered, collected and sealed in manila envelope by a third party. The envelope will be returned to the Community Education and Services Department. All results of the Student Evaluations will be shared with the instructor.

7.5.2 Management Responsibility.

Management responsibilities in the evaluation process are as follows:

- a) To share the results of the Student Evaluations with the instructor;
- b) To make a recommendation on re-hire;

7.6 Evaluation Procedures: Temporary Credit Unit Member

7.6.1 Frequency. For each temporary unit member employed in the credit program there shall be a formal written evaluation (as provided for in 7.2 with exceptions as noted in 7.2.5 C. and D. in the first semester of employment (as of the 1988-89 academic year), and at least once every six semesters of active service thereafter. The evaluatee or any member of the evaluation team may request a second evaluation be made in the same academic year/workyear.

7.6.2 Process. The options and procedures for evaluation shall be those applying to a contract/probationary unit member (Article 7.2 of the CBA), except that the evaluation may occur in any semester/workyear and the action dates may be adjusted for Spring evaluation. Student evaluations will be obtained on SEF Forms in one randomly selected class.

7.6.3 Additional Evaluation Team Member.

An ETCUM/Retired ETCUM may request that the Department Chairperson serve on the evaluation team and the Department Chairperson may volunteer to serve as provided for in Article 8.13.2 of the CBA.

7.7 Faculty Assignments As Peer Evaluators

Unit members shall be required to serve as peer evaluators on no more than two (2) evaluation processes per academic year/workyear.

7.8 Personnel Files

There shall be only one (1) personnel file for each unit member. This file shall be maintained at one (1) location in the District Personnel Department. It shall be available for inspection by the unit member or a representative expressly authorized by the unit member upon request. Access to files shall be limited to authorized personnel and those included in Government Code Section 6250. Documents in the personnel file of a unit member which may serve as a basis for affecting the status of his/her employment shall be made available for inspection by the unit member or by a representative authorized in writing by the unit member. The unit member does not have the right to review ratings, reports, or records which were obtained prior to the employment of the unit member or as otherwise excluded by law.

7.8.1 All documents relative to a unit member's employment relationship shall be contained in the unit member's personnel file at the District Personnel Department.

7.8.2 Contents of the personnel file shall be kept in the strictest confidence in keeping with appropriate provisions of the California Education and Government Codes.

7.8.3 Every unit member shall have the right to inspect and inventory his/her personnel file upon request, provided that the request and inspection/inventory are made at a time other than the unit member's assigned hours, but during normal District business hours.

7.8.4 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice of such information and an opportunity to review the document(s).

7.8.5 Anonymous communications or material unrelated to the unit member's professional responsibilities shall not be placed in the unit member's personnel file.

7.8.6 A unit member shall have the right to have attached to any derogatory statement, the unit member's written comments. Review shall take place during normal business hours, and a non-instructional unit member shall be released from assigned hours for this purpose without salary reduction.

7.8.7 The District shall not take any adverse action against a unit member based upon documents which are contained in such unit member's personnel file unless the materials were placed in the file within forty-five (45) working days of the event giving rise to the documents.

7.8.8 The District Personnel Department shall, upon written authorization of the unit member, release information and/or forward specified documents from his/her personnel file to parties the unit member designates.

**CONTRACT BETWEEN
MARIN COMMUNITY COLLEGE DISTRICT
AND THE
UNITED PROFESSORS OF MARIN/
AMERICAN FEDERATIONS OF TEACHERS
LOCAL 1610**

JULY 1, 1998 - JUNE 30, 2001

Articles

8-25

ARTICLE 8: WORKLOAD

8.1 Work Week: Full-Time Unit Member

The work week for a permanent/probationary full-time unit member shall be considered to be thirty-seven and one-half (37.5) hours, of which those hours to be specifically assigned are stated below.

8.2 Teaching Load

8.2.1 Definition. The load of a permanent/probationary full-time instructional unit member shall be 14-16 teaching units per week for two (2) semesters of approximately seventeen and one-half (17 1/2) weeks duration, not to exceed one hundred seventy-five (175) days. A unit member may volunteer (without additional compensation) to provide instructional services to students on an individualized basis for the purpose of completing Independent Study 249 ABC offerings.

8.2.1.1 249 Offerings. It shall be the responsibility of the instructor to notify the supervising Vice President or Dean of the use of 249 students for the purposes defined in Article 8.3.9 (f). Compensation and the appeal process shall be in accordance with the provisions of Sections 8.3.9 (f) and (h).

8.2.2 Annual Load Determination. Annual load will be determined at first census in the Spring semester. For each full-time permanent/probationary instructional unit member the number of teaching units per year will be 30 units, plus or minus one-half (.50) teaching unit. The base is 30 units and the plus or minus .5 will operate as if it were rounded. Up to 30.5 units, no overload will be paid. Beyond 30.5, an overload will be paid above the base of 30. Down to 29.5 units, no salary will be lost. Below 29.5, annual salary will be reduced by the percentage below the base of 30 units.

8.2.2.1 "Roll Over" of Unit. The practice of carrying over (roll over) of a unit on the overload contract during the Fall semester is discontinued effective Fall semester, 1999 to comply with Education Code provisions. EXCEPTION: If a unit member is between 15 and 16 units in the fall semester and will carry 14 units in the Spring semester, the unit member may carry over (roll over) up to 1 unit from the Fall semester for the purpose of meeting the full load unit requirements for the contract year. Other load configurations that would result in an overload in the fall but not meet the annual overload requirement (above 30.5), may rollover up to 1 unit from the fall semester to avoid having to return any overpayment in the spring.

8.2.2.2 Reassigned Time/Reduced Load. Any reassigned time or reduced load, when added to the teaching assignment, must equal 30 units plus or minus one-half (.50) unit per academic year.

8.2.2.3 Sabbatical Leave. In computation of overload, a unit member on sabbatical shall be considered teaching 15 units in the semester(s) of the leave. If on sabbatical for only half of the academic year, the other semester should comply with a 29.5 unit annual minimum (14.5 units or more per semester).

8.2.2.4 Hour/Class Time Requirement. In no instance shall more than one and one-half hours of class time be required for one credit teaching unit in laboratory classes, nor shall more than one hour of class time be required per one credit teaching unit in lecture classes.

8.2.3 Payment for Overload Unit(s) All units above 15 for the semester or above 30 for the year will be compensated and paid at the overload rate of pay. The practice of delaying temporary overload payments for full-time unit members until first census in the Fall semester is discontinued effective Fall semester, 1999.

- (a) A full-time unit member assigned a temporary overload contract shall be paid in five (5) equal payments, beginning with the first pay period of each semester in which contract service was performed (August of the Fall semester; January of the Spring semester).
- (b) Department Chairs, UPM and Academic Senate representatives assigned duties during June and July shall be paid in six (6) equal payments beginning in July and/or January.
- (c) A unit member teaching a late start class(es) shall begin to receive pay on the mid-month payroll following the month in which the service began (e.g. class beginning in October would receive pay for that service on the November mid-month payroll).

8.2.3.1 Salary: Reduced Load. If a unit member receives a reduced load approved by the UDWC, his/her salary shall be reduced on a pro-rated basis and deducted in equal amounts for the remaining pay periods of the contract.

8.2.3.2 Cancellation of Course/Assignment. If a temporary overload course or assignment is cancelled before the full-time unit member can perform service for which they have been paid, he/she shall reimburse the District through a pro-rated salary adjustment distributed evenly over the remaining pay periods of the contract.

8.3 Union/District Workload Committee

The Union-District Workload Committee (UDWC) shall be composed of four (4) members, two (2) appointed by UPM and two (2) appointed by the District. The UDWC shall review and recommend teaching units and/or service hour values to all new courses/assignments in the District, and for all modifications of existing course-teaching unit allocations and/or service hour values. The UDWC shall make its recommendations according to existing contract standards as defined in Article 8. The UDWC shall also approve courses identified by departments which require "special skills" for the purposes of the assignment of ETCUMs as provided for in 6.8.3, A.

The UDWC shall also review and recommend each semester all reassigned time assignments, overloads or stipends granted unit members (Form F 8.3). Temporary unit members are eligible to apply for reassigned time, overload or stipends if they are employed for the equivalent of .40 FTE/year. This requirement shall be waived if the temporary unit member has expertise otherwise unavailable to the District. The UDWC shall recommend to UPM and the Superintendent/President all criteria for the granting of such reassigned time, overloads or stipends. UPM and the Superintendent/President shall modify, delete and/or add to these criteria and these shall be the criteria used by the UDWC for the recommending of such reassigned time, overloads or stipends. Any criteria not agreed to by UPM and the Superintendent/President shall be submitted to binding arbitration by either party. The criteria finally agreed upon, and only those criteria, shall be utilized by the UDWC in recommending such reassigned time, overloads or stipends. Specific reassigned time, overloads or stipends meeting the criteria shall be recommended to the Superintendent/President by the UDWC. Applicants for reassigned time, overloads or stipends who are denied said reassigned time, overloads or stipends may appeal via the provisions in the Grievance Article of this contract. In the event that the UDWC cannot make a recommendation, based on a majority decision, on an individual request, the applicant may appeal via the provisions in the Grievance Article of this contract.

8.3.1 Activities for Use of Reassigned Time, Overload and Stipend. Reassigned time, overload or stipends may be used for the following:

1. Governance or performance of special projects for specific periods of time.
2. Coordination of activities and/or programs not part of the regular workload responsibilities. Regular workload responsibilities shall be the equivalent of 14-16 teaching units in lecture and/or laboratory, or 35 hours for counselors, librarians or school nurses.
3. Academic Senate officers' responsibilities.
4. Special functions such as budget development, curriculum or program development, program coordination or other special projects.
5. Field work coordination or internship coordination.
6. Externally funded grants.

8.3.2 Request Categories. Requests for overload, stipend or reassigned time shall be classified in one of the following five categories:

- I. **Contractually mandated:** required by the current negotiated labor contract
- II. **Externally funded:** available through a grant or other externally funded source (See Memorandum of Understanding Re: Solicitation of Faculty Interest in Assignments Funded by Outside Sources (e.g. Grants))
- III. **On-going:** activities of two or more semesters duration, including, but not limited to, coordination responsibilities, department chair duties, etc.

IV. Academic Senate: for faculty serving as President or Officers of the Academic Senate or as chairs of the Curriculum Committee or Academic Standards Committee.

V. Instructional or learning development: individual research and development (IR&D) projects by the faculty for one or two semesters, or the Teaching Resource Center Coordinator position. Said projects shall be for the exclusive purposes of evaluating, and developing new curricula deemed feasible (as opposed to course preparation for current curricula); evaluation and improvement of instructional effectiveness; improving student learning; increasing student enrollment and retention; and encouraging the adoption of instructional, learning or technical innovations.

IR&D Grants are non-transferable. Funds expended for personnel services and equipment shall be limited to those line items and amounts specified in the grant as approved by the UDWC. Budget revisions require UDWC approval.

8.3.3 Criteria Evaluated. All requests for reassigned time, overloads or stipends shall be evaluated using some or all (as explained below) of the following criteria. For the purpose of ranking, points are to be awarded using the scale indicated.

- (1) The problem or need addressed has been adequately thought out and described (0-10 points).
- (2) The problem or need addressed is in support of one or more of the college's goals and objectives (0-7 points).
- (3) The project activities are likely to contribute to updating curricula or instructional effectiveness (0-10 points).
- (4) The project activities are likely to increase student learning and/or retention (0-10 points).
- (5) The project activities are likely to encourage the adoption of instructional, learning or technical innovation(s) at the discipline, department and/or instructional levels (0-7 points).
- (6) The proposed cost and probable availability of personnel, equipment, supplies and/or operational support will be available (0-5 points).
- (7) The project activities will not adversely effect the discipline or department budget, facilities or schedule (0-5 points).
- (8) The applicant(s) appears to have adequate experience and/or training to carry out the proposed project (0-5 points).
- (9) Number of years since last award to recipient: [5 years or never awarded = 5 points; 4 years = 4 points; 3 years = 3 points; 2 years = 2 points; 1 year = 1 point; less than 1 year = 0 points].

8.3.4 Criteria Evaluated By Category.

Category II: All requests in Category II will be evaluated each semester using criteria #6 - #8.

Category III. All requests in Category III, except department chairs and coordinators designated in 1.3 of the CBA, will be evaluated each semester or year using criteria #1 - #4, #6, and #7.

Category V. All requests in Category V will be evaluated each semester using criteria #1 - #9. For the purpose of establishing the order of consideration by the UDWC, I R & D Grants shall be scored and ranked within each category (i.e., "A" and "B" of 8.3.5). Those with a total score of twenty-five or more points (as determined by the criteria specified in 8.3.3 and 8.3.4) shall be voted upon (as defined in 8.3.5) in the order ranked, beginning with the Category "A" grant awarded the highest score.

8.3.5 IR&D Grants. The UDWC will be guaranteed \$15,000 per year, to be used for "Individual Research and Development Projects". Any funds not allocated by the UDWC shall be added to the next year's budget and shall be spent in that year. Expenditure of these or additional "Individual Research and Development Projects" funds (other than externally funded grants which are covered under Articles 8.3.1 - 8.3.7) for unit member proposed activities may be denied only by a majority vote of the committee. IR&D Grants shall be divided into two categories:

- (a) Grants with specified expenses of one thousand and one to three thousand dollars (\$1,001 - \$3,000): No more than three grants shall be awarded in this category in any academic year.

(b) Grants with specified expenses not to exceed one thousand dollars: The award of said grants shall not exceed the funds available following the award of category "A" grants (above).

8.3.5.1 The unit members appointed by the Academic Senate to the College Employee Development Committee shall form a sub-committee of the UDWC and shall review all "Individual Research and Development Projects" proposals. Review shall follow the procedures described in Articles 8.3.1 - 8.3.7.

8.3.6 Applicant Request: UDWC Prerogative. It shall always be the prerogative of the UDWC to recommend that an applicant for reassigned time modify his/her request to take the form of a new course proposal. This course would generate student contact hours and be such that the instructional load would involve partial or total coordination of activities and/or programs not part of the regular workload responsibilities, and/or field work coordination and/or internship coordination.

8.3.7 Agreement: Reassigned Time, Overload & Stipend. (Form F 8.3.7). Upon the awarding of reassigned time, overload or stipend to an individual, that individual shall execute a contractual agreement (hereafter "agreement") with the District for the specified number of units or dollars, the specific form of said "agreement" yet to be negotiated. This "agreement" will include the following:

1. A statement and description of the final product that is to be delivered or outcome that is to be produced for the department, discipline and/or District.
2. The time when the final product or outcome is to be delivered/produced.
3. Signed recognition by the individual that failure to produce the final outcome or product at the time specified shall result in repayment to the District of all monies received. Repayment may be made through salary deductions at the rate of the original payments. Subject to approval by the UDWC, in lieu of repayment, the individual may work at his or her own expense for one additional semester to complete the work. Failure to complete in this additional time will result in repayment as above. The recipient shall be ineligible for any reassigned time, overload or stipend until successful completion or repayment.
4. Untimely completion may result in limited future eligibility for reassigned time, overload or stipends; however, following a written request by the grant recipient, the UDWC may extend the delivery date cited in the initial agreement. It shall be the responsibility of the UDWC to monitor and review compliance with the "agreement".

8.3.8 Determination of Available Units or Stipend.

The amount of reassigned time, overload or stipends available shall be determined as follows:

Category I: Negotiated by UPM and the District and is provided for in other parts of the CBA.

Category III: Negotiated by the UDWC and/or in the collective bargaining process.

Category IV: A minimum of 9 teaching units for the academic year, with additional units being arranged by the Senate and the District.

Category V:

(a) 10 teaching units, to be adjusted annually in the following manner--For each 1.5% increase in the District WSCH/FTE, the amount available will increase by 1%. For each decrease of 1.5% in the District WSCH/FTE, down to and including a loss of 1.5%, the amount available will increase by 0.5%. For decreases in District WSCH/FTE greater than 1.5% down to but not including 3%, the amount available will decrease 0.5%. For any decreases in District WSCH/FTE greater than or equal to 3% the amount available will decrease by 1%.

(b) The units allocated in (a) above shall be initially used to fund Category V projects recommended by the UDWC each academic year. If, after funding Category V Projects recommended by the UDWC in each academic year, there is a balance of units, these units may be used to fund the Teaching Resource Center Coordinator (TRCC) position, if recommended by the UDWC. If there is no balance of units, the unit allocation will be increased to fund the Teaching Resource Center Coordinator position, if recommended by the UDWC. (Unit allocation for TRCC position is specified in Article 8.13 of the CBA)

8.3.9 Compensation: Reassigned Time, Overload and Stipend.

Compensation for reassigned time, overload or stipends shall be as follows (also see Appendix A, A-1, A-2 - Credit Salary Schedule):

(a) **Reassigned time:** 100% pro rata,

(b) **Overload:** 80% pro rata.

(c) **Stipend:** The stipend rate of \$44.96 per hour 1997-98 shall thereafter be increased on a yearly basis by the same percentage as column 3, step 10 on the credit salary schedule.

(d) **Substitute Pay:** The current Substitute Instructor Salary Schedule to be increased by the same percentage rate as column 3, step 10 on the credit salary schedule as of July 1, 1998, July 1, 1999 and July 1, 2000.

(e) **Intersession pay:** 80% pro rata.

(f) **Class Maximum Stipend.** A class maximum stipend shall be paid to any qualified unit member who voluntarily enrolls additional students in excess of ten percent (10% of the course maximum (trigger), not to exceed 50% beyond the maximum class size limits (as defined in Section 10.2 of the CBA). Students enrolled in 249 offerings (through the process defined in 8.2.1.1) may be counted by the unit member towards one (1) course to trigger the stipend or to receive additional stipend up to the 50% maximum. The UDWC shall review the data processing report NSR 952 on an annual basis to determine the District average maximum class size for purposes of identifying those classes which exceed this average. Only those classes whose official class size maximum, as indicated in the NSR 952, equals or exceeds the District average class size maximum shall be eligible for the class maximum stipend and thereby qualify the unit member assigned to the class to receive the class maximum stipend. Once the "trigger" takes effect, the qualified unit member shall receive additional compensation for each student enrolled beyond the class maximum (as defined above) at the rate of \$33.00 per student, per instructional unit, per semester. The number of students assigned to a class shall be determined by the official class size on the "Census Date" enrollment report used to define FTES funding.

(g) Class Maximum Stipend for Distance Learning and Media Courses.

Compensation is the same as that defined in 8.3.9 (f) above except as provided for herein. For the purpose of all Distance Learning and Media courses the 50% class size limit shall not apply. Compensation will be received by the instructor of record for official class sizes up to 2.5 times the class maximum, provided the Distance Learning or Media course has the class minimum greater than or equal to the District average maximum class size. The class size maximum, as indicated on the NSR 952, for these classes may be the same as the class minimum.

If the pre-enrollment for a Distance Learning or Media course appears to exceed the 2.5 times the class maximum, the District may open another section(s) and/or by mutual agreement between the District and the instructor of record, class maximum stipend compensation may be paid beyond the 2.5 times limit.

(h) **Class Maximum Stipend Appeal Process.** A unit member who believes that he/she has met the requirements for a class maximum stipend stipulated in 8.3.9.(f) above, but has not received from the District within thirty (30) working days of the official census day for each semester an official notification (in the form of a Personnel Action Form) of their eligibility, shall have the right to appeal for redress to the District. This appeal shall be in written form and submitted to the Administrative Dean, Human Resources & Labor Relations no later than forty (40) working days after the official census day for each semester. Action on the appeal shall be taken by the District no later than ten (10) working days after receipt of the appeal.

If the appeal is not settled to the satisfaction of the unit member, he/she shall have the right to refer the matter to the Union/District Workload Committee (UDWC) for resolution prior to November 30 for the Fall semester and April 30 for the Spring semester. If the UDWC cannot reach a majority decision, the unit member may file a grievance in accordance with the provisions of Article 12 of the CBA, except that the time limits established in Article 12.7 shall begin when the UDWC has notified the unit member of its decision.

8.3.9.1 The UDWC will not award reassigned time, overloads or stipends for work that is part of an instructor's normal course preparation.

8.3.10 If the recipient of an overload or a stipend has a class cancelled under the minimum class size provisions of this contract, the overload or stipend may be converted to an equivalent amount of reassigned time. Additionally, the District shall have the right to convert an overload or stipend to an equivalent amount of reassigned time for an individual if the income generated for certificated responsibilities in those units to be converted is less than the overload or stipend costs. None of the provisions of this Article (8.3.10) shall apply to units assigned to UPM as provided for in 13.12 of the CBA.

8.4 Full-Time Instructors' Schedule

Full-time teaching assignments shall be scheduled for no fewer than four (4) days per week (unless otherwise arranged by management for educational reasons) and no more than five (5) days per week. A course or service scheduled on Saturday shall be assigned to a permanent/probationary or temporary unit member only if he/she agrees or if no other temporary faculty member is assigned to the same course or service on a weekday.

8.5 Office Hours

8.5.1 Full-Time Credit Instructors. Full-time credit instructors shall be in their offices a minimum of four (4) hours per week (at least one (1) office hour per teaching day but not to exceed four (4) hours per week) where they will be available for consultation with students. Each instructor shall post outside his/her office the office hours when he/she will be present to meet with students.

8.5.1.1 Media Courses. A unit member who teaches media courses as defined in 8.20 shall be required to hold thirty (30) office hours for a full semester for a three unit media course. These office hours shall be in addition to the office hours required in 8.5.1 above, but these hours may be held in any predetermined location as long as the student has access to the instructor by telephone. In media courses which have a higher or lower teaching unit value than three the number of office hours shall be prorated.

8.5.2 Split Assignment. Any unit member who has a split assignment (i.e. an assignment to more than one location) shall conduct office hours at the worksite of his/her major assignment for that day. Notice of office hours and their location shall be posted outside each office.

8.5.3 Temporary, Part-Time Credit Instructors. Temporary, part-time credit instructors who teach two (2) classes, or who have a 40%, but not more than a 60% load per semester (exclusive of intersession) shall hold one (1) office hour per week for fifteen (15) weeks in the semester, as provided for in Article 3.9. **(See Memorandum of Understanding Re: Part-Time Office Hours for implementation language)** Each instructor shall list the office hour in the course materials and provide written verification of the scheduled office hour to his/her respective Dean.

8.6 Counselors' Schedule

8.6.1 Work Week. Counselors shall be scheduled for no more than 28 hours per week of Counseling duties. Counseling duties include the following, but are not limited to the following: office hours for continuing and new students; liaison to local high schools; consultation with other colleges and universities, faculty, administrators and community members; appointment preparation; transcript evaluation; counseling report writing, e.g. SEP; processing graduation petitions; instruction of credit/noncredit classes. For each credit teaching unit of a scheduled class the counselor teaching the class will be credited with a total of 35 hours per semester. For each non-credit teaching unit the counselor teaching the class will be credited with a total of 25 hours per semester. The total number of counseling hours per academic/fiscal year shall not exceed 929.6 hours (166/7/.80). The 28 hours of counseling duties shall be subject to review by the supervising manager if funding sources, Education Codes and/or Title V change.

There shall be an additional work period of seven (7) hours per week devoted to activities including but not limited to professional enrichment and committee work. Examples of such activities are: All staff counseling meetings, such as in-service training, matriculation and articulation; all committee work, such as subcommittees or task forces in career planning, transfer center and counseling rotation schedules, advisory committee meetings, governance, and screening committees; professional development in new technology and counseling skills; attending conferences, workshops and seminars; studying new techniques and acquiring new information regarding articulation, matriculation, transfer centers and career planning; meeting with chairperson to develop and modify counselor schedules; developing informational counseling materials, student program outlines and curriculum guides; analyzing, updating and revising existing counseling materials and programs, developing new programs as needed; reviewing current literature in appropriate fields and recommending additions to the college library and resource center; participating as a peer evaluator; providing information for schedules and budget preparation; coordinating the work of student assistants and counselor graduate interns; advising student clubs; and public speaking engagements.

8.6.2 Workyear. Twenty-five (25%) of all permanent counseling staff who are assigned to programs with "unrestricted populations" will be guaranteed an academic workyear as defined in Article IX. The remaining seventy-five (75%) of the permanent counseling staff may be required to work a fiscal year beginning July 1st and ending June 30th.

The counseling staff working a fiscal year will have a duty free period of not less than six consecutive weeks if they wish to participate in intersession, otherwise there shall be a duty free period of five consecutive weeks. Such unit members shall not be required to render more than 175 days of service without additional compensation.

Counseling services offered on a fiscal year/academic year shall be on a voluntary basis. If there are insufficient volunteers, the assignment will be on rotation which, over time, will require all counselors to participate. No permanent counselor may be assigned to participate without their consent more often than any of the other permanent counselors. In the event of a violation of this rule, the unit member may begin the grievance process.

Counselors who are on restricted funds and who cannot provide counseling services to other than the program's restricted population, are required to provide the same ratio of services throughout the academic/fiscal year. The schedule shall be made after consultation with their supervising manager.

The Counseling Department will devise a rotation procedure that best represents the needs of their program and staff. All permanent/probationary counselors have scheduling preference over any/all temporary counselors.

8.6.3 Intersession Rate of Compensation. Permanent/probationary counselors employed during intersession shall be compensated at the following rate: Hours worked will be computed as a percentage of 581 hours and converted to units for pay purposes (e.g. hours to be worked divided by 581 X 15 units equals hour per unit ratio).

8.7 Librarians' Schedule

8.7.1 Work Week. Librarians shall be scheduled for thirty-five (35) hours per week by management after consultation with the unit member. For each teaching unit of a scheduled library class, the librarian teaching that course will be credited with a total of thirty-five (35) hours of student contact during the period of the course.

8.7.2 Workyear. The workyear for librarians shall be the academic year as defined in Article IX of this Agreement, except in the special case of certificated duties extending beyond the regular semester as specified in 8.21.

8.8 School Nurses' Schedule

8.8.1 Work Week. School nurses shall be scheduled for thirty-five (35) hours per week by management after consultation with the unit member.

8.8.2 Workyear. The workyear for the school nurse shall be the 175 days of the academic year as defined in Article 9 of the CBA.

8.9 Other Non-Instructional Unit Member Schedule

Full-time unit members other than instructors, counselors, librarians, and school nurses shall be assigned no more than thirty-seven and one-half (37.5) hours per week by management after consultation with the unit member.

8.10 Coaches' Workyear

Coaches of athletic teams which practice or compete outside the academic year shall have a workyear which accommodates to the schedules of those teams as established by past practice. The overall hour requirements for coaches shall not exceed that established elsewhere in this Article.

8.11 Teaching Load in the Non-Credit Semester Program

Full time non-credit instructors working in the semester program (academic year) shall work 30 lecture, laboratory, studio or activity hours per week. Full-time non-credit instructors working in the quarter program shall teach twenty (20) lecture hours, or thirty (30) laboratory, studio, or activity hours within a work week of 37.5 hours, for 32 weeks of the fiscal year. In addition, all non-credit full-time instructors shall meet contractually mandated flex-time obligations.

8.12 Department Chairs

8.12.1 Procedures.

A. Elections. Department chairpersons shall be elected by the permanent/probationary and temporary unit members of their respective departments on or before March 1st of each election year. Terms of office shall begin July 1 following said election. Between March and the start of the Fall semester, new department chairpersons will receive training from out-going chairs and appropriate administrators.

B. Training. A training session, conducted by the appropriate manager(s), will be presented each Spring to new department chairpersons. The administration will train the department chairs in their contractual duties. It shall be the responsibility of the management and the Department Chairs to develop a handbook which shall assist the chairs in the performance of their contractual duties.

C. Term of Office. Department Chairs shall normally hold office for a term of two years. With managerial and departmental agreement, a Department Chair may serve for one additional year for a total not to exceed three consecutive years. All previous chairpersons, including the incumbent, shall be eligible to run for re-election.

D. Evaluation. Department chairs shall be evaluated every two (2) years by the permanent/probationary and temporary unit members and classified staff of their department, and the management designated supervisor. Evaluation criteria and forms shall be negotiated between UPM and the District (Forms 8.12. D (a) & (b)).

1. Management shall have the authority to remove a Department Chair from office for failure to perform contractual responsibilities. The Department Chair may use the existing contractual grievance procedures if they believe their removal to be arbitrary and capricious.

2. Departments shall have the authority to remove a Department Chair from office for failure to communicate District information adequately, and for failure to communicate departmental interests fairly and in a representative manner. Removal from office by department members shall not be subject to the contractual grievance procedure.

E. Department Scheduling. At the beginning of the preceding semester (e.g. Fall, 1999) the Office of Academic Affairs shall provide the Department Chair or Coordinator or Director the scheduling packet for the subsequent semester (e.g. Spring, 2000) that includes:

1. Computer print-out.
2. Memorandum re: unit allocation.
3. Memorandum re: necessary additional information, not on the computer print-out including the deadline date for submission of the department schedule.
4. *Full-Time Instructor Assignment Sheets* with instructions from the Curriculum Office (Jodi) for completion by each full-time faculty member; schedule sheets for part-time, temporary faculty, including a list of ETCUMs and RETCUMs in rank order.
5. Application packets from the Union/District Workload Committee (UDWC) for full-time and part-time faculty indicating new deadlines and the need for adherence to those deadlines.

8.12.2 Responsibilities.

A. Responsibilities to the Department.

1. Conduct regularly scheduled departmental meetings and distribute minutes to appropriate bodies on campus.
2. In conjunction with the department's faculty develop and/or modify curriculum, subject to departmental and District approval.
3. Collect proposed individual schedules and *Full-Time Instructor Assignment Sheets* from the faculty and prepare and submit to the supervising Dean, a recommended department schedule of classes in conformity with contractual limitations (program requirements), and to the extent possible faculty preferences for each semester and intersession, making sure that appropriate classes are assigned in both the day and evening.

4. Assist faculty in up-dating course descriptions and communicate these updates in writing within the department and to the appropriate instructional office(s).
5. Assure that proper forms for reporting absences are available to unit members within their department.
6. Develop statements for the Schedule and maintain current information in the college catalog and other college publications.
7. Inform department members of funding proposals, including sharing information on funding opportunities.
8. Recommend additions to and modifications of the physical plant as needed by the department.
9. Supervise use of department facilities and equipment.
10. Mediate intradepartmental conflicts.
11. Represent the department at appropriate meetings and to the administration.
12. Supervise assigned classified, student and non-student hourly staff
13. Distribute notice of available intersession assignments to permanent/probationary unit members.
14. Following the written request by an ETCUM/Retired ETCUM, a Department Chairperson, may volunteer to participate in the evaluation of the ETCUM as defined in Article 7 of the CBA (e.g. in Sections 7.2.1.1, 7.2.1.2.2, 7.2.1.2.3.1 and 7.2.1.3)
15. Review the *Full-Time Instructor Assignment Sheets* and ensure return to the supervising Dean in order to comply with the deadline date for scheduling.
16. Distribute/collect UDWC packets to/from all faculty and inform faculty of the consequences of late filings.
17. Return complete scheduling packet to the supervising Dean by the scheduling deadline date including:
 - (a) Department schedule/full-time and part-time faculty schedules/ computer print-out, schedule of part-time units and all other required scheduling information.
 - (b) A completed *Full-Time Instructor Assignment Sheet* for each full-time faculty member and the scheduling sheets for part-time assignments.
 - (c) Any UDWC faculty applications and related paperwork (attach to individual assignment sheet).

B. Responsibilities to District.

The Department Chairperson shall be responsible for both the day and evening program in the following areas:

1. Make recommendations on the organization of the department and coordination of the instructional program.
2. As directed by a majority of the permanent faculty assigned to the department, the department chair shall make a recommendation to the immediate supervisor for the purpose of determining the need, selection, recommendation and appointment of those personnel who are not otherwise assigned in accordance with Section 6.8 of the CBA.
3. Assist faculty in finding substitute staff as necessary, assuring that substitutes are credentialed and on the payroll.
4. Remind the faculty of their contractual responsibilities.
5. Provide orientation for new staff in the department.
6. Encourage temporary faculty to attend department meetings.

7. Conduct departmental faculty meetings at least once a semester for the department's temporary day and evening faculty.

C. Curriculum/Instruction. Hold regularly scheduled advisory committee meetings for the occupational programs, attend curriculum committee meetings as needed, and distribute the minutes of official meetings to selected campus and Departmental offices.

D. Budget

1. Prepare and submit the total department budget, following conferences with the faculty and staff. Be the spokesperson and advocate for the budget.

2. Exercise signatory authority on requests for purchase orders and maintain budget accounting and control of instructional equipment and supplies, field trips, readers and clerical assistance, requests for graphic arts, and for allocation of keys to classrooms.

3. Exercise signatory authority on requests for all non-unit members before they are sent to the appropriate administrator.

E. Procedural

1. Attend no more than two (2) department Chairpersons' Committee meetings per month.

2. During the first week of classes for each semester, be available to assist students in finding courses and resolve faculty problems.

3. Initiate and sign Work Orders.

4. Respond in writing or via voice mail to all written requests from faculty and/or management concerning issues within the scope of his/her authority.

F. Personnel

1. The Department Chairperson shall be responsible for non-certificated Personnel Action Forms and Time Card signatures.

2. The Department Chairperson shall act as the instructor of record for the Directed Studies Program and be responsible for signing all applicable forms. The Department Chair shall delegate the actual instructional supervision to qualified certificated unit members within the discipline/department.

8.12.3 Compensation. Department Chairpersons shall receive a minimum of three units of reassigned time, with the option of the equivalent number of units being taken as overload or cash equivalent stipend, said stipend not to exceed \$5,000.00 per year, at the discretion of the elected chairperson. Overloads or stipends are subject to Section 8.3.9.

8.13 Managers: Teaching

8.13.1 A manager will teach no more than one (1) credit class per year, without UPM approval, except that there shall be no limit on the number of "contract" (non ADA generating) courses offered in the community service program which a manager will be allowed to teach. In the event that no unit member volunteers to instruct the leadership course for student officers, the District may assign the Director of Student Affairs to teach said course. In the event that it becomes necessary to assign a manager to teach more than one (1) credit class, the District will provide the Union with at least ten (10) days notice and an opportunity to negotiate the decision and effects of the proposed assignment on mandatory subjects of bargaining except as provided in 8.15.2 below. (A credit class is defined, for purposes of this article, as one class or 3 units, whichever is larger, or 10% of a non-teaching assignment)

8.13.2 Managers may not perform unit member duties if any qualified unit member is on partial or complete layoff and possesses any of his/her 39 months of rehire rights and wishes to return and perform the available unit member duties.

8.14 Permanent Unit Member - Reduced Load

8.14.1 A reduced teaching load, with proportionate salary reduction, requested for professional or personal reasons, may be granted to a permanent unit member.

8.14.2 A permanent unit member shall apply to the Union/District Workload Committee (UDWC) (as defined in 8.3) for reduced loads (Form F 8.14). Reduced loads shall be awarded in accordance with the criteria established by the UDWC on a case by case basis. Reduced loads not exceeding 3 units, one course or 10% of non-credit load shall be approved. Requests in excess of the amount stated above shall require demonstrated need in the following categories to include but not limited to: 1) medical, 2) personal necessity, 3) educational, 4) financial, 5) job-sharing. The criteria agreed upon shall be utilized by the UDWC in recommending and approving reduced loads. The UDWC shall recommend to UPM and the Superintendent/President all other issues pertinent to the granting of these reduced loads including but not limited to the use and payment of substitute teachers. UPM and the Superintendent/President may determine additional criteria and, if so determined, these shall be the criteria used by the UDWC for the granting of reduced loads. Any criteria not agreed to by UPM and the Superintendent/President shall be submitted to binding arbitration by either party. The criteria finally agreed upon, and only those criteria, shall be utilized by the UDWC and management in recommending and approving reduced loads. Reduced loads shall be, by majority vote and recommended by the UDWC to the supervising Vice President. Applicants for reduced loads who are denied said reduced loads may appeal via the provisions in the Grievance Article of this contract. Requests should be submitted to the Department Chair, Coordinator or Director at least one (1) week prior to the deadline date for scheduling the semester in which the proposed leave would occur.

8.14.3 Except for salary reduction, all other District benefits shall continue in full, and the unit member shall advance on the salary schedule. The minimum number of units a unit member must teach is eighteen (18) per year, or nine (9) if the reduction is only for one (1) semester. If a permanent unit member wishes a reduced load to less than sixty percent (60%) in one (1) year, District benefits and advancement on the salary schedule shall be proportionately reduced; however, a reduction to less than sixty percent (60%) shall be for no more than one (1) year.

8.14.4 For non-teaching unit members, the provisions of Section 8.14.3 shall be adjusted proportionately.

8.15 Overload

8.15.1 Regular Overload. A regular overload is a voluntary assignment of a permanent/probationary unit member to additional teaching, counseling, librarianship or other unit member duties normally performed by that member beyond those required of a full-time unit member in those areas and as distinct from overloads provided for in Article 8.3.2.

8.15.2 Other Overload. All other overloads are voluntary assignments of a permanent/probationary unit member beyond those required of a full-time unit member in those areas. These assignments include duties performed in connection with instructional grants, and all other functions defined in Article 8.3.2 (I-V) of the CBA. The maximum number of other overload assignments per semester shall not exceed the equivalent of six (6) teaching units, except as provided for in 13.12 of the CBA. In no case shall a permanent/probationary unit member receive a combination of regular and other overload (regardless of funding source) that exceeds the equivalent of nine (9) teaching units, except as provided for in 13.12 of the CBA.

8.15.3 Teaching Overload Limit.

(a) Except for assignments outside the unit member's defined workyear, and substituting within the workyear, a teaching overload of more than 3 units or 20% of a full workload shall be the exception and shall be made only for a limited period when course coverage or other services cannot be reasonably provided otherwise.

(b) The maximum teaching overload (as defined in Article 8.15.1) for instructional staff shall be one (1) class per semester or twenty percent (20%) of the full-time load, whichever is greater. The maximum teaching overload for a unit member other than an instructor shall be twenty percent (20%) of the full-time workload of that unit member.

8.15.4 Overload: Counselor/"Other" Non-Instructional. Any Counselor or "Other" non-instructional unit member (as defined in Article 1.3) who works additional hours within the 175 day period during the academic/fiscal year is entitled to be compensated at the overload rate. Any counselor or "Other" non-instructional unit member (as defined in Article 1.3) who works in either of the following two circumstances is entitled to be compensated at the intersession rate:

(a) when the unit member has exhausted his/her 175 days (or equivalent number of hours) required by the CBA but before the commencement of the new academic/fiscal year; or

(b) when the unit member works during the six week or five-week duty free period guaranteed in Article 8.6.2. of the CBA.

In no case shall the wording of this article infringe upon the right of the District to schedule up to 75% of the Counseling staff throughout the fiscal year as expressed in Article 8.6.2 of the CBA.

8.15.5 Overload/Temporary Compensation Formula: Librarian & School Nurse. Overload assignments and part-time temporary credit for librarians and school nurses employed during a semester shall be compensated at the following rate: Hours to be worked will be computed as a percentage of 599 hours and converted to units for pay purposes (e.g. hours to be worked divided by 599 x 15 units equals hour per unit ratio).

8.16 Intersession Assignment

An intersession assignment is a voluntary assignment during an authorized intersession. Except for the special circumstances regarding courses and other duties extending beyond the regular semester as defined in 8.21, this assignment is outside the regular assignment and may occur only for a period between the last day of the spring semester and the first day of the following fall semester, or between the last day of the fall semester and the first day of the following spring semester or during the unassigned hours of a unit member working a fiscal year (see 8.21 (a)). It shall not include activities such as field trips which take place during the intersession period but which are part of a regular course taught during the regular academic year. Prior to the assignment of intersession work, a notice of the proposed schedule shall be distributed to all permanent/probationary unit members who meet minimum qualifications by Department Chairs via campus mail. Should the number of applicants/volunteers exceed the number of available unit assignments, intersession assignments shall be awarded on a rotational basis to permanent/probationary unit members. The remaining unassigned intersession units shall be filled at the discretion of the District.

8.17 Faculty Hiring

A unit member shall not be required to participate in faculty hiring procedures or on selection committees (for example, as defined in District policy and procedures 5.0006.1 and 5.0006.2 for Permanent and Temporary Credit and Non-Credit hiring). Refusal to participate shall not constitute a violation of the employment terms set forth in the CBA.

8.18 Special Skills Courses

Special skills courses are courses requiring limited special skills unlikely to be possessed by persons of more general qualifications. Departments shall identify such courses to the UDWC for approval. The identification of these courses shall be made solely for the purpose of the assignment of ETCUMs as defined in 6.8.3, A.

8.19 Media Courses

8.19.1 Definition. Media courses are courses in which instruction is delivered primarily through television, videocassette or radio and which do not include regularly scheduled meetings.

8.19.2 Schedule. For a three unit media course instructors shall schedule a total of forty-eight (48) hours for the semester of which fifteen (15) hours shall be devoted to student contact, which may include orientation, lectures, guest speakers, laboratory sessions, review sessions, examinations, or field trips and three (3) hours for a final examination. The remaining thirty (30) hours shall be used as office hours which shall be evenly distributed across the semester. These office hours shall be in addition to the regularly scheduled office hours as provided for in 8.5 of the CBA. For these thirty additional office hours, the instructor may be available to students either in the office or by telephone as defined in 8.5.1.1. Contact and office hours in media courses which have a higher or lower teaching unit value than three shall be prorated.

8.19.3 No Requirement to Teach Media Courses. A unit member shall not be required as part of his/her assigned workload duties to teach media courses.

8.20 Distance Learning Courses

8.20.1 Definition. Distance Learning courses are courses where the student and instructor are separated by a distance, where the primary method of instruction is accomplished through mediated technology and student-instructor contact occurs with the assistance of interactive communication technology.

8.21 Extended Workyear

All unit members, except counselors, may perform unit work outside the 175 days of the academic year (as defined in Articles 8.2 and 9.1) as part of the unit member's regular load, providing that the following conditions prevail:

- (a) that the course or other unit work (as approved by UDWC) commence in the regular semester as defined in Article 9.1 and that at least 75% of the course or duty takes place during the regular semester;
- (b) that compensation for that part of the course or duty that goes beyond the official semester as defined in Article 9.1 shall be at the same rate as provided for service during the 175 days of the academic year; and
- (c) that the unit work be accepted by the unit member on a strictly voluntary basis as defined in Article 6.4.1.10.

In no case shall the provisions of this article contravene the workyear provisions for counselors as described in Article 8.6.2 or for coaches, as described in Article 8.10. Nor shall it affect the current practice with regard to the offering of field-trips, as described in Article 8.16.

8.22 Lecture/Laboratory Workload - Credit Courses Only

The UDWC shall review and recommend teaching units and/or service hour values to all new credit courses/assignments in the District, and for all modifications of existing credit course teaching unit allocations and/or service hour values.

8.22.1 Operational Definitions: The following Operational Definitions shall be used in the assignment of credit course teaching units and/or service hour values:

Category A: Lecture

The presentation of course content in a classroom under supervision of the instructor of record. The course content, in accordance with the official course outline, may be complemented by discussion, presentations, role playing, small group activities and field trips. Lecture may stand alone without any attached lab experience.

Category B: Laboratory

The presentation of course content in a laboratory setting under direct supervision of the instructor of record. Students are expected to prepare for upcoming lab sessions. Students are performing experiments and recording results in lab reports. Generally, experiments are not repeated for skill building. Laboratory exists as an integral part of the course for proof of learning and may or may not be taken in conjunction with the lecture component of the class.

Category C: Practicum

The presentation of course content in a practicum or clinical setting under direct supervision of the instructor of record. Students may be directed to the use of media, computer technology or patient experience. Students may proceed at the direction of the instructor or preceptor at his/her own pace for advancement to a higher level within the course content. Students not involved in independent activity may be involved in direct one on one communication with the instructor of record. Practicum is where students require a high amount of practice with instructor supervision to reach the level of skill required for specific courses within the discipline.

Category D: Activity

The presentation of course content in an activity setting under direct supervision of the instructor of record. The student participates, under continuous direction, monitoring and correction by the instructor, in course activities to enhance psychomotor skills. Activity is where the student participates with the instructor acting as leader and/or facilitator of the activity.

8.22.2 Lecture/Laboratory Unit Values: The following lecture/laboratory unit values shall be used in the assignment of teaching units and/or service hour values:

- Category A:** One Hour = 100% of a teaching unit
- Category B:** One Hour = 75% of a teaching unit
- Category C:** One Hour = 70% of a teaching unit
- Category D:** One Hour = 66.67% of a teaching unit

8.22.3 Procedure for Assigning Lecture/Laboratory Unit Values

(a) Initial

1. During Spring 1998 and Fall 1998, individual courses in the first 50% of all disciplines will be reviewed by the UDWC for accuracy and assigned units according to the new formula. During Spring, 1999 and Fall 1999, individual courses in the second 50% of all disciplines will be reviewed by the UDWC for accuracy and assigned units according to the new formula. The first 50% will be every other discipline as listed in Article 15.8.7 of the CBA, beginning with ACCT; the second 50% will be every other discipline as listed in Article 15.8.7 of the CBA, beginning with ADPE. Review will be of official course outlines, most recently approved by the Curriculum Committee and the UDWC, and on file in the Academic Affairs office.
2. No unit values will be announced until all courses in all disciplines have been reviewed.
3. The UDWC will report preliminary unit assignments for individual courses to disciplines through Department Chairs.
4. Unit assignments will be announced and become part of the official course record in Spring 2000, and will become effective for the Fall 2000 schedule.
5. Once UDWC has made its initial unit assignment, the new unit assignment will stand until and/or unless a course revision is brought through the Curriculum Committee and the UDWC process.
6. If the UDWC cannot reach a majority recommendation for a unit assignment the Superintendent/President shall make the final unit assignment.
7. If a unit assignment is disputed, the discipline representatives will have the opportunity to modify the official course outline to reflect actual classroom practice and take this modification through the formal Curriculum Committee and the UDWC processes.
8. Throughout the aforementioned procedure, the UDWC and other management may consult with the appropriate Department Chair, faculty and District staff with special expertise to assist in determining the feasibility of proposed changes.
9. Once all courses are reviewed by the UDWC and unit assignments given, the "Initial" procedure ceases to be operational.
10. If the final unit assignment is disputed by the unit member or the discipline representatives they may appeal via the provisions in Article 12: Grievance of the CBA.

(b) Ongoing

1. Any time during the academic year, a unit member or discipline representatives may either modify the official course outline to reflect actual classroom practice or propose a course outline for a new course.
2. The course outline should be submitted to the Curriculum Committee for approval and then forwarded to the UDWC for unit assignment.
3. If the UDWC cannot reach a majority recommendation for a unit assignment the Superintendent/President shall make the final unit assignment.

(b) Ongoing (Cont'd)

4. Throughout the aforementioned procedure, the UDWC and/or management may consult with the appropriate Department Chair, faculty and District staff with special expertise to assist in determining the feasibility of proposed changes.
5. If the final unit assignment is disputed by the unit member or the discipline representatives they may appeal via the provisions in Article 12: Grievance of the CBA.

ARTICLE 9: CALENDAR

9.1 Academic Year/Final Examinations

The academic year for credit classes shall consist of two (2) semesters of a maximum of seventeen and one-half (17 1/2) work weeks each. The days of the academic year shall be one hundred seventy-five (175). Sundays and holidays shall not be counted as days of the academic year. No more than fourteen days in any academic year shall be devoted to final examinations. All final examinations shall be given during that period, except in those courses extending beyond the regular semester as specified in 8.21. If no final examination is given, other class activities shall be held during the period scheduled for the final examination. The hours assigned for final examinations shall not exceed the hours per week for the scheduled course unless otherwise requested by the instructor.

9.1.1 Commencement. Commencement shall be held during the spring final examination period and 50% of the permanent permanent/probationary unit members who are not assigned to other duties shall attend and participate in commencement exercises of two hours duration. The District will designate permanent/probationary unit members beyond volunteers who must attend, however, no permanent/probationary unit member shall be required to attend two consecutive commencement exercises. Failure to attend an assigned commencement exercise shall constitute an absence (failure to report said absence shall make the employee subject to the provisions of Article 24 of the CBA).

9.1.2 Final Examination Format. Courses which utilize formats other than traditional lectures may include performance/demonstrations held during final examination period in lieu of traditional classroom exams on an hour-for-hour basis.

9.1.3 Final Examination Location. Unit members holding final examinations in locations other than those scheduled, shall give written prior notification to their immediate supervisor five (5) working days prior to the scheduled final exam time.

9.2 Academic Calendar

The academic calendar year shall be in conformance with the calendar established by the Marin Community College District. It is the expressed intent of the District and of UPM to accept the results of a joint committee on the calendar.

9.3 Calendar Committee

The Calendar Committee composed of four (4) members, two (2) appointed by UPM and two (2) appointed by the District, shall submit a calendar proposal for the following academic year (including the designated staff development (flex) days) and for intersession by November 1 for ratification by UPM and the District. In the event the Committee is unable to agree on a calendar by that date, or either party fails to ratify the committee proposal, the calendar shall become subject to negotiations upon request by UPM. UPM recognizes that, if negotiations do not result in agreement on the calendar by December 15, it will be necessary for the District to publish a calendar, pending further negotiations on the issue.

9.4 Intersession/Non-Credit Offerings

The Board may, at its option, establish intersessions at each campus. Sixty-six and two-thirds percent (66-2/3%) of non-credit classes shall be offered within the period of the one hundred seventy-five (175) day academic calendar for credit classes.

9.5 Non-Credit Calendar

The District shall meet and confer with UPM, through the Calendar Committee, concerning the non-credit calendar.

9.6 Holidays

Holidays shall be those stated in the relevant sections of the California Education Code for the District. Consistent with Education Code Section 84890 and Title 5 California Code of Regulations Sections 55702, 55720, 55722, 55724, 55726 and 55728, a flex calendar may be in effect.

9.7 UPM-MCCD Staff Development Committee

9.7.1 Composition/Charge. The Staff Development Committee (SDC) shall be composed of four (4) members, two (2) appointed by UPM and two (2) appointed by the District. The SDC shall design all "on-site" mandatory flex-time assignments and hours; said assignments shall be consistent with the provisions agreed upon here and codified in this contract. In addition, the SDC shall approve and monitor all "off-site" flex-time assignments and shall inform the Vice President, Academic Affairs of inappropriate use of flex-time. The SDC shall conduct the survey required in Title 5, California Code of Regulations Section 55728.

9.7.2 Unit Member Proposals for Workshop/Meeting Presentations: Review/Approval Process. The SDC shall review all unit member proposals for workshop/meeting presentations. Approval of workshop/meeting presentation will be by a majority vote of the SDC and may be denied only for failure to meet the contractual topics or activities that may be presented as a flex-time workshop meeting. In the event of a tie vote by the SDC, the final decision shall be made by the Superintendent/President of the District and the President of the UPM. Each time there is a tie vote, the final decision will alternate between the aforementioned presidents, beginning with the president of UPM. The SDC will also review hours only as provided for in 9.10.2.

9.7.3 Staff Development Funds/Expenditure Process. The SDC shall be guaranteed \$7,000 per year, to be used for flex-time activities. Any funds not allocated by the SDC shall be added to the next year's budget and shall be spent in that year. Employees of the District are not eligible to receive payment from this fund. Expenditure of these or other funds for proposed activities shall be approved by a majority vote of the SDC. In the event of a tie vote by the SDC, the final decision shall be made by the Superintendent/President of the District and the President of the UPM. Each time there is a tie vote, the final decision will alternate between the aforementioned presidents, beginning with the president of UPM.

9.8 Mandatory On-site Flex-Time Assignments

9.8.1 Mandatory on-site flex-time shall include any of the following basic categories of inservice instruction (see 9.8.2(b)1.) once the specific elements of the program have been agreed to by the SDC.

9.8.2 Mandatory On-Site Flex-Time.

(a) Schedule. Mandatory on-site flex-time shall be scheduled for no more than two (2) of the flex-time days of the Fall Semester and one (1) of the flex-time days of the Spring Semester. This maximum of three (3) days will consist of time periods, ranging from one (1) to four (4) hours in length, for a total of twelve (12) hours.

1. Restricted Period/Activities. Eight (8) hours (called "restricted") will consist of at least the following activities: two department meetings, one each semester, scheduled in the last time periods of each mandatory flex period preceding the start of the instruction; one orientation meeting on the initial flex-time period of the fall semester, and two (2) additional hours that will be designated by a majority vote of the SDC.

2. Non-Restricted Mandatory Time Periods. Additional non-restricted mandatory time periods may be scheduled in late afternoons, evenings or on weekends for the benefit and convenience of temporary unit members by a majority vote of the SDC.

3. Optional Workshops/Meetings. By a majority vote of the SDC, optional workshops/meetings also may be scheduled during off-site days with prior approval of the SDC.

4. Tie Vote. In the event of a tie vote within the SDC the final decision will alternate between the District members and the UPM members of the committee. The opportunity for deciding the first tie will be determined by a coin toss, and alternate thereafter.

(b) Activities.

1. Allowable Topics. Mandatory on-site flex-time shall provide workshops/meetings on topics selected from among the following: instructional methodology; student learning patterns; factors impacting upon student performance; the community college mission(s); community college funding; community colleges as part of California higher education; labor-management relations; community colleges in their inter-governmental context; social issues impacting upon the community college community including student, faculty, and staff diversity; organizational characteristics of community colleges; efficient operation of community colleges, and departmental meetings, conferences and workshops, and institutional research.

2. **Schedule.** All workshops/meetings provided for in 9.8.2(b)1. shall be scheduled during the time periods totaling twelve (12) hours and designated by the SDC for each of the three (3) assigned mandatory on-site flex days.

3. **Individual Activities.** Individual activities (as defined in 9.9.1) will also be allowed during mandatory on-site flex-time, except during the eight (8) restricted hours described in 9.8.2(a). The time approved for individual activities on any mandatory day shall not exceed four hours minus the number of scheduled restricted hours for that day. All individual activities including regular duties (e.g., instruction, counseling, librarianship, other non-instructional duties and the school nurse) must be pre-approved by the SDC. A unit member who is denied individual activities may appeal under the grievance procedures in Article 12 of the CBA.

(c) **Temporary Unit Members: Employment Conflict.** Temporary unit members, (paid on credit salary schedule) who cannot attend mandatory on-site flex sessions due to unavoidable time conflicts with other paid employment, may complete their mandatory on-site flex obligation by viewing specifically designated videotapes (as provided for in 9.13).

9.9 Individual Activities and Off-Site Use of Flex-Time

9.9.1 **Allowable Activities.** The following assignments are available to unit members to fulfill their off-site and/or individual activities requirements: instructional materials preparation; library research; other research; visits to instructional programs; staff development, inservice training and instructional improvement; program and course curriculum or learning resource development and evaluation; office hours to meet with students (hours must be advertised in advance, coordinated with the Counseling Department and a list of students seen must be submitted with the *Flex Verification* form); student mentoring activities, e.g. serve on a faculty panel to critique student work or performance; the necessary supporting activities for the above, and other off-site or individual activities authorized in advance in writing by the SDC.

9.9.1.1 **Optional Workshops/Meetings.** By a majority vote of the SDC, optional workshops/meetings also may be scheduled during off-site days with prior approval of the SDC.

9.9.2 **Approval of Activities/Final Report.** Each unit member utilizing off-site activities for their flex-time obligation must first gain authorization from the SDC and must furnish the SDC with a report of their off-site activities, at the end of each flex-time period. Deadlines for off-site flex-time requests shall be announced by the SDC. The SDC shall require unit members to supply the SDC with tangible evidence that the unit member has performed his/her agreed upon flex-time activities. Deadlines for flex-time reports will be announced by the SDC.

9.9.3 **Temporary Unit Members: Late Hire.** Temporary unit members (paid on credit salary schedule) who, due to a late hire date (less than fourteen days before the first day of off-site flex assignments) are unable to secure advanced approval for proposed individual activities may fulfill their off-site flex obligation by viewing specifically designated videotapes (as provided for in 9.20).

9.10 Filing of Activity Requests/Reports

A unit member's failure to file required off-site activity requests and reports and/or failure to perform agreed upon flex-time activities, shall be reported by the SDC to the supervising Vice President.

9.11 Daily Required "Flex-Time" Hours

9.11.1 **Permanent/Probationary Unit Member.** A permanent/probationary unit member shall perform flex-time assignments for a period of 4.0 hours per flex-time day for a total of thirty-six (36) hours of flex-time activities during the 175 days of the academic year.

9.11.2 **Temporary Credit Unit Member.** Flex-time assignments for a temporary credit unit member will be pro-rated by percentage of FTE.

9.12 Unit Member with Teaching Overload: Additional Flex-Time Requirements.

9.12.1 **Requirement.** A permanent/probationary unit member with a teaching overload as defined in Article 8.2 shall perform additional flex-time assignments for the teaching overload on a pro rata basis (pro rated against 36 hours).

9.12.2 **Allowable Activities.** A permanent/probationary unit member required to do additional flex-time for a teaching overload shall have the option of completing his/her teaching overload flex requirement by watching videos of workshops which they did not previously attend or by doing other contractually acceptable activities (as stipulated in 9.9.1) on weekends or after 4:00 p.m. during the academic year.

9.12.3 Activity Approval Process. A permanent/probationary unit member shall be required to complete the appropriate form(s) - i.e., Permanent/Probationary Unit Member's Proposed Schedule of Flex Activities - and gain prior/advance authorization from the SDC. Deadlines for these requests will be announced by the SDC.

9.12.4 Final Report. A permanent/probationary unit member must submit a report of his/her activities and/or a signed statement (on the designated form) affirming that he/she has watched the tapes for the required number of hours (one taped hour equals one hour of flex credit). Deadlines for submitting these reports will be announced by the SDC. The SDC shall require the unit member to supply the SDC with tangible evidence that the unit member has performed his/her contractually acceptable flex-time activities.

9.13 Unit Member with Non-Teaching Overload: No Additional Flex-Time Requirements

A permanent/probationary unit member with a non-teaching overload shall not be required to do flex-time activities for his/her non-teaching overload units.

9.14 Unit Member with Reduced Load: Pro-Rated Flex-Time Requirements

A permanent unit member with a reduced load shall perform flex-time activities on a pro rata basis. When selecting the flex-time activities the unit member shall ensure that thirty-three percent (33%) or twelve (12) hours of the thirty-six (36) flex hours selected are on-campus with twenty-two percent (22%) or eight (8) hours in the restricted time periods and eleven percent (11%) or four (4) hours in the non-restricted periods. The balance of the hours sixty-seven percent (67%) or twenty-four (24) hours may be individual activities or off-site activities.

9.15 Unit Member with Reassigned Time: No Flex-Time Requirements for Reassigned Time Units

A permanent/probationary unit member shall not be required to do flex-time activities for his/her reassigned time units.

9.16 Flex Credit: Workshop/Meeting Preparation & Presentation

9.16.1 Allowable Credit. A permanent/probationary or temporary credit unit member presenting workshops/meetings or serving as an information source for any presentation shall receive flex-time credit for presentation and preparation time. Claims of up to twelve (12) hours for each two hour workshop/meeting shall be granted without requiring a vote of the SDC. For presentations other than two (2) hours in length, the preparation time shall be prorated.

9.16.2 Request for Additional Credit. Requests for additional hours of compensation beyond the twelve hours per two hour workshop shall be reviewed for approval by the SDC. A majority vote by the SDC is required to approve the additional hours.

9.16.3 Days/Time Periods for Applying Credit. A permanent/probationary or temporary credit unit member may choose to apply presentation and preparation time credit hours on any flex day (mandatory or non-mandatory) except the four (4) restricted time periods. If no other flex-time periods remain, the credit may be used during the restricted time periods.

9.17 Counselors' Assignments During Flex Period

Counselors shall perform their regular assignments during flex periods or other assignments as agreed upon by the SDC.

9.18 Special Exceptions

A permanent/probationary unit member who has an opportunity to participate in a staff development activity which is offered during intersession periods (i.e. Winter Holiday and Summer intersession) within the fiscal year, must file a Special Exception form with the SDC. The SDC will approve exceptions on a case by case basis. The Special Exceptions form must be submitted at least ten (10) working days in advance of the activity and approved by the SDC. Forms are available in the Teaching Resource Center (LC115), Kentfield Campus.

9.19 Flex-Time Calendar Negotiations

Either party may request negotiations on a flex-time calendar for future school years. The party requesting negotiations must notify in writing the other party of its intent to negotiate no later than October 1 of each year. If neither party requests negotiations, the flex calendar shall automatically be renewed for an additional academic year.

9.20 Viewing of Videotapes by Temporary Unit Members on Credit Salary Schedule

9.20.1 Allowable Activity. A temporary credit unit member, who is eligible to fulfill his/her flex obligations by viewing videotapes [as provided for in Articles 9.8.2(c) or 9.9.3 of the CBA] designated by the SDC, may view the tapes after 4:00 p.m. on weekdays or weekends during regularly-scheduled hours of the College's Media Center on the Kentfield Campus. If that is not possible because of unavoidable time conflicts with other paid employment, the tapes may be checked out from the Center, for viewing elsewhere after 4:00 p.m. on weekdays or weekends.

9.20.2 Procedure/Verification. A temporary credit unit member who views video tapes in lieu of his/her flex obligation will be required to sign a statement on the designated form affirming that he/she has watched the tapes for the required number of hours (one taped hour equals one hour of flex credit) and that he/she was unable to attend sufficient mandatory on-site sessions to fulfill his/her flex obligations because of unavoidable time conflicts with other paid employment; or that he/she was unable to secure advanced approval for individual activities or special exceptions because of a late hire date.

9.20.3 Deadline for Submission of Verification. The SDC must receive the signed special form before the beginning of the last calendar month of a unit member's contract service.

9.20.4 Penalty for Non-Completion of Flex. Failure to meet flex obligation and submit the verification forms by the required date will result in payment by the District to the unit member for actual services rendered only and penalties will be imposed under Article 24.12 of the CBA.

9.21 Rate of Compensation - Temporary, Non-Credit Unit Member Who Delivers Flex Programs

A temporary, non-credit unit member who delivers a flex program shall be compensated at the current hourly stipend rate effective at the time of presentation.

ARTICLE 10: CLASS SIZE

10.1 Minimum Class Size

10.1.1 Normal Class Size. The class size for credit classes shall normally be no less than twenty (20) enrollees, with it being provided that management is authorized to maintain a limited number of classes of fewer than twenty (20) enrollees (in accordance with Article 10.1.3 of the CBA) and to cancel classes pursuant to the provisions of Article 10.1.2 below.

10.1.2 Class Cancellation. A class shall not be canceled prior to the first day of instruction unless the District has given five (5) days prior written notice to the instructor and/or the Department Chair (delivered in person or via voicemail/message) of the possibility that the class might be subject to cancellation. If such notice is not given, a class shall not be subject to cancellation until the end of the second class hour; however, if the instructor agrees, a class may be canceled at any time.

10.1.3 Exceptions to Normal Class Size. Exceptions to the minimum of twenty (20) enrollees may be made by the District in classes required for graduation, for a major, or for a career, in classes offered irregularly, in classes which can be offered only in limited classroom or laboratory facilities, in classes which are part of an experimental or pilot program, in classes subject to statutory or state regulation controlling class size, and in classes whose cancellation would constitute a financial hardship to the District or educational disadvantage to the student. Exceptions to the minimum of twenty (20) enrollees shall be made if the unit member involved is permanent/probationary and if there are no courses available for which the unit member is minimally qualified.

10.2 Maximum Class Size

10.2.1 Procedure for Setting Maximum Class Size. The maximum class size for registration purposes for existing courses shall be that set forth in the *Master Course List* in effect for the Spring Semester 1996, for each campus, as approved by the MCCD Governing Board. Any increases are subject to negotiations by the parties and shall only occur where it is legally permissible, physically possible and not in violation of established safety practices. In the event the first census reports (CAM 005) for any course shows a class enrollment of at least three (3) greater than the newly established class maximum, supplemental assistance such as readers, clerical help, supplies, etc., shall be provided to the instructor upon his/her written request. That instructor and the appropriate Dean shall meet to determine the type and amount of supplemental assistance. No class shall exceed the maximum without the instructor's approval.

10.2.2 Review by UDWC. The maximum class size limitations for the purpose of registration shall be reviewed by the joint Union-District Workload Committee.

10.2.3 Identical Classes: Different Class Size. It is recognized and agreed that the establishment of maximum class sizes will result, in certain instances, in identical or substantially identical classes having different maximum class sizes at the two (2) campuses.

ARTICLE 11: SAFETY

11.1 It shall be a goal of the District to provide and maintain a physically safe and healthy work environment.

11.2 The District and the unit member shall comply with OSHA regulations.

11.3 Safety Committee

11.3.1 Composition. The Safety Committee shall be composed of four (4) members, two (2) appointed by UPM and two (2) appointed by the District.

11.3.2 Charge. The Safety Committee shall meet at least once every three (3) months to review safety conditions in the District and to consider written complaints from the employees regarding safety conditions.

11.3.3 Emergency Meeting. If any condition which constitutes a serious and immediate safety hazard comes to the attention of any member of the Safety Committee, that member may call an emergency meeting of the Committee, which shall meet within twenty-four (24) hours and present its recommendations to the Superintendent/President or designee. The Superintendent/President or designee shall respond within forty-eight (48) hours.

11.3.3.1 Non-Emergency Conditions. Under non-emergency conditions, the Safety Committee shall present its recommendations to the Superintendent/President who shall respond within forty-five (45) days.

11.4 Procedure in Event of Threat to Safety

In the event of a serious accident within the classroom environment which actually threatens the safety of students and staff, the unit member may cancel the class session(s) until the emergency has been alleviated. The unit member must immediately report the emergency to his or her immediate supervisor.

11.5 Mandatory Safety Training

11.5.1 Types of Training Required. In courses where hazardous materials, chemicals and/or dangerous equipment are routinely used and which are subject to state or federal regulations mandating safety training for instructors and students, affected unit members shall be required to attend the applicable training programs mandated by the state or federal regulations.

11.5.2 Schedule of Training/Flex Credit. The District sponsored training shall be scheduled for a maximum of four (4) hours per day either during the scheduled flex days or throughout the academic year (as approved by the Staff Development Committee) so that attendance by unit members constitutes a valid flex time activity as defined by Article 9 of the CBA. Flex credit shall be given (up to four (4) hours per day). In the event mandatory training requires more hours than those dedicated to flex, additional hours of training will be scheduled in the 37.5 hour week. Unit members who participate in District approved "Offsite" Safety Training programs, as provided for in Section 9.9 of the CBA, shall be regarded as having met the requirements of this section.

11.5.3 Student Instruction. Following the training and in accordance with the course description approved by the Curriculum Committee, unit members assigned to said courses shall instruct the students as to the proper use and handling of hazardous materials, chemicals and/or dangerous equipment.

ARTICLE 12: GRIEVANCE

(The Student Academic Grievance procedure is covered under Article 26.)

12.1 The prompt resolution of grievances is encouraged, and therefore the following procedure to accomplish this purpose is established.

12.2 Definitions

12.2.1 Grievance. A "grievance" is an allegation by a grievant that he/she has been directly or adversely affected by a misapplication, a misrepresentation, or a violation of a specific provision of this Agreement. Grievances may also be filed by a unit member for allegations of discrimination, or violation of gender equity or Section 504 (Handicapped Access) Regulations.

12.2.2 Grievant. A "grievant" is a member of the bargaining unit (as defined by this contract) with an alleged grievance. UPM/AFT may grieve Articles 3 and 13, or as provided for in 12.5. UPM/AFT may also file an individual or group grievance on behalf of a unit member(s) provided UPM/AFT does not file such grievance without the unit member's (unit members') written authorization.

12.2.3 Day. A "day" is defined as any day during which District offices are open for business.

12.2.4 Immediate Supervisor. The "immediate supervisor" is the lowest level manager having immediate jurisdiction over the grievant, who has been assigned to adjust grievances.

12.3 Grievance Filing

12.3.1 Who May File. A grievance may be filed by a member of the bargaining unit or, with written authorization of the grievant, by a UPM/AFT representative on behalf of the grievant.

12.3.2 Same Grievance/Multiple Grievants. If the same grievance, or substantially the same grievance, is made by more than one (1) unit member, one (1) unit member may, on behalf of himself and all other grievants, file a grievance. The final decisions shall apply to all grievants and respondents.

12.3.3 Grievance Form. Forms for processing grievances shall be prepared by the District and UPM/AFT. The forms shall be printed by the District and given distribution by the parties (Form F 12.3.3).

12.4 Representation

12.4.1 UPM/AFT Representation. The grievant has the right to be represented at any step in this procedure by UPM/AFT; however, any grievant may at any time present the grievances and have such grievances adjusted, without the intervention of UPM/AFT, as long as the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until UPM/AFT has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within fifteen (15) working days and provided that no grievance proceeds to binding arbitration without the written approval of UPM.

12.4.2 Meeting with Administrator(s). No grievant at any stage of the grievance procedure shall be required to meet with any administrators concerning any aspect of a filed grievance without UPM/AFT representation.

12.5 Automatic Step 2 Level Grievance

12.5.1 Action of Central District Authority. If a grievance arises from the action of a central District authority, UPM or any other grievant may initiate such a grievance at Step 2, Paragraph 12.12.2, of the grievance procedure.

12.5.2 Action of Authorized Committee. If a grievance arises from the actions taken by a committee authorized by this contract, UPM or any other grievant shall initiate such a grievance at Step 2 of the grievance procedure.

12.5.3 Student Academic Grievance. If a grievance arises from the Student Academic Grievance Procedure or Article 24 of UPM/MCCD CBA, UPM or any other grievant shall initiate such a grievance at Step 2 of the Grievance Procedure.

12.6 Appropriate Grievance Step by Mutual Agreement

By mutual agreement of the grievant and the District, a grievance may be moved to an appropriate higher level.

12.7 Time Limits/Access to Documents

12.7.1 Grievant: Time Limits. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits specified in this procedure may be extended in any specific instance only by mutual agreement of the parties in writing. Any step in the grievance procedure may be omitted with the mutual agreement of the parties to the grievance and the administrator at the level of such step.

12.7.2 UPM/Grievant: Access to Documents. The grievant or his/her representative shall have access to non-confidential records and documents which will reasonably be needed in preparation and/or resolution of the grievance.

12.7.3 Management: Time Limits. Time limits shall be strictly construed--if a manager fails to meet his/her contractual time limits, below the level of Step Two in the grievance procedure, the grievance will move automatically to Step Two; if the Superintendent/President fails to meet his/her contractual time limits at Step Two, and the grievant pursues the grievance to arbitration, the District shall pay all of UPM's costs of arbitration.

12.8 Written Notice by Certified Mail

Written notice required by this grievance procedure must be made by certified mail, return receipt requested. This requirement shall apply to the grievant and or the Union, and to the District.

12.9 Non-Retaliation

No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation. The fact that a unit member has filed a grievance(s) shall not be considered in personnel decisions nor in any recommendations for job placement, nor in decisions of awarding continuous contracts to probationary or contract members of the bargaining unit.

12.10 Filing A Grievance

12.10.1 Informal Resolution. UPM/AFT and the District recommend that the parties to a potential grievance, if possible, resolve their differences informally before entering the formal steps of this procedure.

12.11 Step One: Formal Communication and Resolution of Grievance.

12.11.1 Grievant Time Frame/Procedure. Within thirty (30) working days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the Union and the grievant shall inform the immediate supervisor in writing in a clear and concise statement of the grievance, the specific section(s) of the CBA allegedly misinterpreted, misapplied, or violated, the circumstances involved, and the specific remedy sought.

12.11.2 Supervisor Time Frame/Procedure. Within ten (10) working days, the immediate supervisor shall communicate his/her decision, to the grievant and the Union.

12.12 Step Two: Appeal of Step One Decision

12.12.1 Grievant Time Frame/Procedure. Within ten (10) days after the grievant has been notified of his/her immediate supervisor's decision on the grievance, the grievant or his/her representative, if he/she intends to appeal, shall present the grievance on the prescribed form to the Superintendent/President or his/her designee.

12.12.1.1 Automatic Step 2 Level Grievance. If a grievance is as described in Article 12.5 of the CBA, the grievant shall, within the thirty (30) working days as described in section 12.11.1, present the grievance on the prescribed form to the Superintendent/President or his/her designee.

12.12.1.2 Grievance Document. The grievance shall contain a written clear concise statement of the specific section(s) of the CBA allegedly misinterpreted, misapplied, or violated, the circumstances involved, and the specific remedy sought.

12.12.2 Management Time Frame/Procedure. The Superintendent/President, or his/her designee, shall communicate in writing their decision within twenty (20) working days from the date on which they received the grievance. A copy of the formal written grievance shall be sent the grievant's supervisor at the time of its reception by the Superintendent/President.

12.13 Step Three: Binding Arbitration

12.13.1 UPM Agreement to Arbitration/Request Procedure. In the event that the grievance has not been resolved to the satisfaction of the grievant in Step Two, the grievant may request arbitration if the grievant obtains UPM's written agreement. The grievant shall submit in writing to UPM a request for arbitration, said request must be sent to UPM no more than fifteen (15) days after the grievant has received notification of the Superintendent/President's decision. Submission of the required forms for binding arbitration shall be made to the Superintendent/President within thirty (30) working days after UPM has received notice by the District of the Superintendent/President's decision.

12.13.2 Selection of Arbitrator. The selection of an Arbitrator shall take place by selecting an odd number of potential Arbitrators from lists provided by the American Arbitration Association. The usual method of "striking" names from the list until one name remains will be used to select the arbitrator. A coin flip will be used to determine which party "strikes" first. The parties shall each bear the burden of one half of the Arbitrator's costs, and shall each bear their own separate legal and research costs.

12.13.3 Arbitrator: Jurisdiction & Authority. The District and UPM agree that the jurisdiction and authority of the Arbitrator will be confined exclusively to the interpretation of the express provisions(s) of the CBA between UPM and the District. The Arbitrator shall have no authority to add to, subtract from, alter, amend, delete or modify the provisions of the CBA between UPM and the District. However, the Arbitrator shall expressly have the authority to make monetary or other arbitration awards as he/she deems proper. The decision of the Arbitrator shall be communicated to both parties simultaneously and shall be final and binding.

12.13.4 Waiver: Statutory Remedies/Right to Any Legal Process. Processing a grievance beyond Step Two shall mean the grievant and/or UPM, and the District, expressly waive any right to statutory remedies and any right to the exercise of any legal process other than as provided for by this grievance/arbitration procedure. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

12.14 Miscellaneous

12.14.1 Commencement of Time Limits. Time limits at each step shall begin the day following receipt of written notice/decision by the parties in interest. Such time limits can only be extended by mutual agreement by UPM/AFT and the District.

12.14.2 Grievant: Conformance to Original Decision of Supervisor. Until final disposition of a grievance takes place, the grievant is required to conform to the original decision of his/her immediate supervisor.

12.14.3 Confidentiality of Process/Grievance Materials. All documents, communications and records pertaining to a grievance shall be filed in a separate grievance file at the District office. During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private, subject to the provision of the Brown Act. The grievant, or UPM/AFT, shall be permitted to examine and/or obtain copies of materials in such grievance files.

12.14.4 UPM/Grievant: Access to Non-Confidential Records & Documents. The grievant or his/her representative shall have access to non-confidential records and documents which will reasonably be needed in preparation and/or resolution of the grievance.

12.14.5 Release Time. The grievant, his/her representative, and necessary witnesses shall be provided time off from duties, without loss of pay, for attendance at conferences and/or hearing held pursuant to this Article 12.

ARTICLE 13: BOARD/AGENT RELATIONS

13.1 Distribution of CBA

Rights and benefits of unit members as set forth in this Agreement shall be made part of any individual contract of employment issued to any unit member. Copies of this Agreement shall be printed at the expense of the District within forty-five (45) days after it becomes effective and a copy distributed to each unit member now employed or hereafter employed, (with thirty (30) additional copies for UPM/AFT printed at the shared expense of the District and UPM/AFT). If such printing is not done on District equipment, it shall be done by union printers.

13.2 This Agreement shall modify or replace any policies, rules, regulations, procedures or practices of the District which shall be contrary to or inconsistent with its terms.

13.3 The District, its representatives, and UPM/AFT shall take no action in violation of or inconsistent with any provisions of this Agreement.

13.4 In the event that any provisions of this Agreement are or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this agreement shall continue in effect.

13.5 Information Requests to District

UPM/AFT shall be furnished agenda materials and minutes of Board meetings. The District shall furnish UPM/AFT with legally non-confidential information re: financial matters, personnel, budgetary requirements, allocation of State and Federal funds, student enrollment, etc., which is necessary to assist UPM/AFT in representing members of the unit. UPM/AFT recognizes that such information will be provided to the extent that it does not interfere with the normal conduct of public business and that if there is any cost involved, it will be borne by UPM/AFT, pursuant to Government Code Section 6257.

13.6 District Provided List of Unit Members

Upon completion of this Agreement, District shall furnish UPM/AFT with a listing of names, addresses and telephone numbers of all unit members excepting those individuals who specify in writing that they wish to keep such information confidential. No more than four (4) times a year, the District, upon request and within thirty (30) consecutive working days, shall provide UPM/AFT with the list of the members of the bargaining unit.

13.7 Facilities Use

UPM/AFT shall have the right to use facilities of the District at reasonable times for the purpose of meetings concerned with the exercise of rights guaranteed by Government Code Sections 3540 and following.

13.8 Communications

13.8.1 UPM/AFT shall have the right to use the mail systems and/or mail boxes for the purposes of communicating with unit members.

13.8.2 UPM/AFT shall also have the right to use telephone tie lines between campuses provided that such use shall not interfere with, nor interrupt, normal District operation.

13.8.3 In addition, UPM/AFT shall have the right to have 1500 copies per month for distribution to unit members, duplicated on District equipment. UPM/AFT will pay the cost of the paper.

13.9 Union Representatives: Access to Unit Members

Unit members duly authorized as representatives of UPM/AFT shall be permitted to transact official Union business throughout the District provided, however, that such activity will in no way interfere with classroom instruction or assigned duties of unit members. The Union representative not an employee of the District shall advise the Superintendent/President of his/her presence on District property before conducting Union business.

13.10 Meet to Discuss Mutual Problems

The Superintendent/President or his/her designee shall meet with the UPM/AFT President or his/her designee to discuss mutual problems of the College/District within three (3) working days if possible, or a reasonable time thereafter, at the request of either party. Such a meeting is not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this contract. Both parties shall submit an agenda of items they wish to discuss.

13.11 Unpaid Leave of Absence

The member(s) of UPM/AFT shall be entitled to an unpaid leave of absence to accept a position as a representative of the bargaining agent without loss of seniority in the District. The District will provide the unit member with the option to continue his/her fringe benefits at his/her expense. This leave shall be in blocks of one (1) or two (2) semesters and shall be limited to one (1) unit member per year.

13.12 Reassigned Time/Overload

The District shall provide UPM with reassigned time or overload equal to 1.7 FTE per semester for official UPM work including but not limited to contract required committee work, grievance representation, faculty evaluation, Board liaison, negotiations, arbitration, and unit member representation at meetings and conferences related to official union business. UPM may purchase up to .8 FTE for additional reassigned time or overload units for the purposes set forth herein by reimbursing the District in advance (on a monthly basis) for the actual salary and benefit costs. The allocation or distribution of these units shall be the sole prerogative of the UPM and shall not be included in or subject to the limitations set forth in Article 8 of the CBA.

13.13 Office Space

The District shall provide UPM with approximately 200 square feet of office space for which UPM shall pay a fee of \$1,200.00 per year.

13.14 Meet and Confer

UPM Executive Council and District Representatives, not to exceed five from each party, shall meet within thirty (30) days of either party's request to review and discuss contract issues including but not limited to definition of contract terms and provisions, efficiency issues, contract implementation problems and future negotiation issues. This contract review process is not to replace either the grievance process or the negotiation process.

13.15 Paid Conference Leave

UPM official representatives (a maximum of three per semester) shall be granted no more than two (2) days paid Conference Leave (per person per academic year) to attend union related conferences. Requests for these leaves shall be filed with the PAC and shall meet all other contract requirements.

ARTICLE 14: DISTRICT RIGHTS

The right of the District to manage the operations of the District shall remain unchanged except as it may be restricted or limited by the terms of this Agreement.

ARTICLE 15: REDUCTION IN FORCE

15.1 Bumping Rights

15.1.1 Lay-Off Notification. If it becomes necessary to decrease the number of unit members represented by UPM, the District will issue lay-off notices to unit members by March 15th to be effective on June 30th of the same school year provided the District has first met its obligations as stated in 15.1.2 below.

15.1.2 Transfer. To utilize the services of permanent unit members efficiently, and to meet the requirements of EC 87743, the District will first transfer permanent unit members into any and all partial or complete alternative assignments occupied by temporary, contract, probationary, and or less senior permanent unit members, said transfers to redirect permanent unit members into alternative assignments in both the credit and or non-credit programs of the District.

15.1.2.1 The transfers required by 15.1.2 shall be made on the contractually agreed upon minimum qualifications and competency criteria.

15.1.3 Transfer Notification. Notice of involuntary transfers, to avoid the termination of permanent unit members, shall be sent by the District to permanent unit members on or before March first in the academic year immediately preceding the academic year in which the layoffs are to become effective.

15.2. Re-employment Rights

15.2.1 If the District has engaged in a reduction in force (as provided for in 15.1.1 above), the District shall within a period of 39 months re-employ permanent unit members who are on a partial or complete termination status into credit and or non-credit courses/programs or other contractual duties for which the unit member is minimally qualified and competent. This shall include but is not limited to, teaching courses which meet the contractual minimum class size, counseling, librarianship, substitute teaching, replacing unit members on any form of leave or reduced load, replacing unit members who have died, performing any function which is performed by unit members on reassigned time and teaching or performing any function in the non-credit program. In addition, laid-off or partially terminated permanent unit members shall be given first opportunity to develop and instruct new credit and/or non-credit courses which shall be scheduled and continually offered by the District if their enrollment(s) reaches the contractual minimum of twenty students initial enrollment per class. Implementation of this section of this contract shall comprise the District's contractual method of achieving compliance with EC 87744.

15.2.2 Unit members who have been laid off shall be reinstated in order of seniority for a period of thirty-nine (39) months. Seniority shall be defined as the length of paid service with the District as defined by statute. The offer of such position by the District shall be sent by certified mail by the District 45 days before the first day of reemployment of the unit member (or immediately upon the District learning of the vacancy if the discovery occurs within 45 days of the course/assignment beginning date) and shall be accepted or rejected by the unit member within ten (10) calendar days of the receipt of reemployment notice. The unit member must be prepared to begin reemployment on the first scheduled day of their new assignment. UPM will propose a method of assuring unit members on partial or complete termination of their right to create and teach credit and or non-credit courses so long as these courses meet the minimum contractual class size.

15.2.3 Conflicts between the rights of unit members asserting their rehire rights during the thirty-nine months for which these rights exist shall be settled on the basis of seniority. Unit members exercising their rehire rights shall retain the right of first refusal during their period of rehire rights. UPM shall receive copies of all notices sent unit members regarding their rehire opportunities.

15.3 Seniority Rights During Re-Employment

Seniority shall be defined as beginning with the first date of paid service with the District, as defined by statute. For purposes of this policy, any paid leave granted, i.e., sabbatical, professional, maternity, military, etc., shall not constitute an interruption of service, nor shall any reduced load assignment constitute an interruption of service.

15.4 Salary and Fringe Benefit Coverage of Re-Employed Unit Members

All partially or completely terminated unit members, upon their partial or complete reinstatement, shall be paid their pro rata salary equivalent of their column and step placement on the permanent credit salary schedule. In addition, unit members reduced in load but not terminated in their employment shall continue to receive all of their fringe benefits if they retain fifty percent or more of their former full-time workload or its equivalent. Unit members reduced to workloads of less than half of their former permanent position, but more than or equal to forty percent of their former workload, shall immediately receive Kaiser medical coverage for the employee and one dependent if they are reinstated for unit member work during their thirty-nine months of re-employment rights. Unit members reduced to workloads of less than forty percent of their former permanent position, but more than or equal to ten percent of their former workload, shall immediately receive fifty dollars a month towards Kaiser medical coverage if they are reinstated for unit member work during their thirty-nine months of re-employment rights. The District is not obligated to pay fringe benefits to unit members reduced to workloads of less than ten percent of their former workload.

15.5 Benefits: Laid-off Unit Members Not Re-Employed

Laid-off unit members, who have not been reinstated, may be continued in the District's medical and dental insurance programs at their own expense for the thirty-nine (39) months in which they have return rights as employees. Unit members utilizing this option must pay each twelve (12) months of continued benefits on or before July 1 of each academic year.

15.6 Right to Assignment: Unit Members on Re-Employment List

No new faculty appointments shall be made, nor shall managers be assigned to teach credit or ADA generating non-credit courses while there are unit members on the re-employment list who are qualified for the position and who are available for reinstatement unless said unit members formally refuse reinstatement and resign from the District.

15.6.1 The District shall not seek to nor engage in the "contracting out" of unit member work during the 39 month period of reemployment rights of any UPM unit members.

15.7 Layoff Notification

The District will provide the Union with a seniority list and will notify the Union in writing of the names of all unit members to be laid off, their last date of paid service, and their individual assignments during the last period of employment. This notice shall be given simultaneously with notification of the unit members.

15.8 Competency Criteria

Competency criteria under which seniority rights for bumping, transfers and assignments in the credit program may be exercised by those unit members holding California State Community College Teaching Credentials and/or meeting the minimum qualifications (as defined in 15.12 of the CBA) and meeting competency criteria (defined in this section)

**The individual possesses one or more
of the following credentials:**

and satisfies the following criteria:

1. Credential specifying Major(a) 9 teaching units in the discipline in a credit program at an accredited college or university within the last 7 years.

Life CC Instructor
Life Standard Jr. College [Fisher]
Life Standard Designated Subject
Life Special Secondary
Life Standard Secondary
HSPS Instructor/Grandparent Waiver
HSPS Instructor/Waiver

OR

OR

UPM/MCCD Discipline List (See 15.8.7 below)

OR

MCCD Credential

b) 9 semester units of upper division or graduate work in the discipline at an accredited institution in the last 7 years.

OR

(c) credentialed and, completing in the last 7 years, 24 semester units in the discipline, at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited institution.

2. Credential specifying Minor(a) 24 teaching units in the discipline in a credit program at an accredited college or university. in last 7 years.

Life CC Instructor

Life Standard Junior College

[Fisher]

Life Standard Designated Subject

Life Standard Secondary

MCCD Minor Award

OR

(b) credentialed and, completing in the last 7 years, 24 semester units in the discipline, including 12 semester units in upper division work, at an accredited institution, plus 9 teaching units in the discipline in a credit program at an accredited institution at any time.

OR

UPM/MCCD Discipline List (See 15.8.7 below)

OR

MCCD Credential

3. Credential not specifying major or minor(a) Master's Degree in the discipline from an accredited institution, plus 1.(a) or 1.(b) or 1.(c) above.

Life General Secondary

Life Junior College

[Pre-Fisher]

OR

(b) 24 upper division and graduate level semester units in the discipline, including 12 semester units at the graduate level, from an accredited institution, plus 1.(a) or 1.(b) or 1.(c) above.

OR

UPM/MCCD Discipline List (See 15.8.7 below)

OR

MCCD Credential

OR

(c) 24 semester units in the discipline, including 12 in upper division from an accredited institution, plus 2.(a) above.

4. Life CC Librarian(a) Paid professional college library experience at an accredited college or university library, equivalent to 15 teaching units, in the last 7 years.

OR

UPM/MCCD Discipline List (See 15.8.7 below)

OR

OR

MCCD Credential

(b) credentialed and, completing in the last 7 years, 24 semester units at the upper division and graduate levels, including 12 semester units at the graduate level, at an accredited institution.

5. Life CC Counselor(a) Paid professional college counseling experience at an accredited college or university equivalent to 15 teaching units, in the last 7 years.

OR

UPM/MCCD Discipline List (See 15.8.7 below)

OR

OR

MCCD Credential

(b) credentialed and, completing in the last 7 years, 24 semester units at the upper division and graduate levels, including 12 semester units at the graduate level, at an accredited institution.

6. Life Limited Service Credential, issued priorSenior only to permanent District employees hired during or after June, 1986.

15.8.7 Disciplines: The existing disciplines list is the same as the FSA in 15.13 and shall be modified to reflect additions to or deletions from the College academic program.

EXISTING DISCIPLINES LIST

ACCT	BEHS	COUR	ENGG	H ED	MMST	S SC
ADPE	BIOL	DANC	ENGL	HIST	MNGT	SOC
A J	BOS	DENT	ESL	HUM	MUS	SPAN
ANTH	BUS**	DVSK	ETST	ITAL	N E	SPCH
ARCH	CCH	DRAM	FMTV	JAPN	P E	STAT
ART	CHEM	ECE	FIRE	JOUN	PHIL	STSK
ASTR	CIS	ECON	FREN	LIBR	PHYS	WELD
AUBF	COMM	EDUC	GEOG	MACH	POLS	
AUTO	COMP	ELEC	GEOL	MATH	PSY	
BSED	COUN	ELND	GERM	MEDA	REAL	

** Included in Business discipline: Communication, General, Retail and Retail Management.

15.9 Competency For Bumping Into Adult Education

A senior permanent unit member shall be competent to be reassigned to courses/programs/newly created offerings in the ADA generating non-credit program, displacing a temporary unit member or a permanent unit member with a lower seniority status, if the senior unit member meets the criterion stated in 1 below, or if the senior unit member meets criterion stated in 2 plus either of the criteria stated in 3 or 4 below:

15.9.1 Possession of at least a credential minor, District granted teaching minor, partial fulfillment or limited service credential in the subject matter of the course to be taught (the relationship between credentials and course contents shall be subject to mandatory negotiations between UPM and the District, through the Professional Affairs Committee, with said negotiations occurring under the negotiation and arbitration provisions of Article VIII subsection 8.12.2, and with said negotiations occurring prior to February 15th preceding the March 15th on which termination notices are to be sent); or

- Possession of a minimum credential (District or State granted community college credential, general secondary credential, partial fulfillment credential, or a limited service credential); plus
- Documented paid or volunteer experience equivalent to 30 hours of employment in the last seven years, teaching, consulting, performing or counseling, in the area(s) in which the unit member will be instructing, advising and or counseling in the non-credit program; or
- Documented experience in teaching courses which were offered in a District's ADA non-credit program over the last seven years, or in teaching similar or related courses in any college credit program over the last ten years.

15.10 Competency For Bumping Into ESL Instruction

A senior permanent unit member shall be competent to be reassigned to courses/programs/newly created offerings in the ESL program, displacing any temporary employee, or a permanent unit member with a lower seniority status, if the senior unit member meets one or more of the criteria stated in a. below, or if the senior permanent unit member meets the criteria stated in b. and c. below:

- a. Credential in ESL and or a certificate in ESL.
- b. A credential in a foreign language or a credential in special education with a minor in English, plus 3 below;
- c. The equivalent of two years of adequate recent experience teaching ESL, or teaching remedial English, or teaching English in basic education classes within the last seven years.

15.11 Competency For Bumping Into Disabled Instruction

A senior permanent unit member shall be competent to be reassigned to courses/programs/newly created offerings in the disabled students program, displacing any temporary unit member, or a permanent unit member with a lower seniority status, if the senior unit member meets one or more of the criteria stated in a. below or if the senior permanent unit member meets the criteria stated in b. and c. below:

- a. Community College Counselor credential with a special education-handicapped designation for counseling assignments; a Community College Instructor's credential with a special education-handicapped designation for instructional assignments; or
- b. A Community College Counselor credential for counseling assignments; a Community College Instructor's credential for instructional assignments; plus
- c. The equivalent of two years of recent experience counseling or teaching disabled students in the last seven years.

15.12 Minimum Qualifications

To meet minimum qualifications provided for in 15.8, 15.13 and 15.14 unit members hired after July 1, 1990 shall possess one of the following:

- (a) A master's degree from an accredited institution, or equivalent foreign degree, in the discipline of the faculty member's assignment.
- (b) A master's degree from an accredited institution, or equivalent foreign degree, in a discipline within the same FSA (as defined in 15.13) and possession of a bachelor's degree from an accredited institution, or equivalent foreign degree, in the discipline of the faculty member's assignment.
- (c) For unit members assigned to teach courses in disciplines where the master's degree is not generally expected or available, which are, generally, disciplines in specialized technical, trade, or industrial fields, either of the following:

1) Possession of a bachelor's degree from an accredited institution, or equivalent foreign degree, in a discipline within the same FSA (as defined in 15.13), plus two years of professional experience, plus appropriate certification to practice or licensure or its equivalent, if available.

2) Possession of an associate degree from an accredited institution in a discipline within the same FSA (as defined in 15.13), plus six years of professional experience, plus appropriate certification to practice or licensure or its equivalent, if available.

15.13 Faculty Service Area

There shall be one Faculty Service Area for the purpose of establishing minimum qualifications for seniority rights/reduction in force, transfers and assignments as follows:

FACULTY SERVICE AREA

Accounting (1640)	Computer Information Systems	Film and Television (2040)	Multimedia Studies
Adaptive Physical Education 7	Computer Science	Fire Science	Music
Administration of Justice	Counseling	French	Nursing
Anthropology	Court Reporting	Geography	Philosophy
Architecture	Dance	Geology	Physical Education
Art	Dental Assisting	German	Physics
Astronomy	Developmental Skills	Health Education	Political Science
Auto Body and Fender	Drama	History	Psychology
Automotive Technology	Early Childhood Education	Humanities	Real Estate
Basic Education ?	Economics	Italian	Social Science
Behavioral Science	Education	Japanese	Sociology
Biology	Electronics Technology	Journalism	Spanish
Business**	Environmental Landscaping	Library	Speech
Business Office Systems	Engineering	Machine Metal Technology	Statistics
Chemistry	English	Management (BUS)	Study Skills
Coaching	ESL	Mathematics	Welding (BUS)
Communication	Ethnic Studies	Medical Assisting	

** Included in Business FSA: Communication, General, Retail and Retail Management.

15.13.1. For purposes of Education Code Sections 87743, 87743.1, 87743.2, 87743.3, 87743.4, and 87743.5, 87744 and 87745 the list of "Faculty Service Areas" (FSA) in the Marin Community College District shall be derived from the state minimum qualifications-for-hire discipline list as defined by the Board of Governors in compliance with Education Code Section 87356, 87357, 87358 and 87359 (as provided for in 15.12 of the CBA). A unit member will be considered "competent" in an FSA if the unit member satisfies the state minimum qualifications-for-hire, including the equivalence provision, for the discipline of the FSA (as defined in 15.8 of the CBA).

15.13.2. For permanent unit members who are employed as of June 30, 1990 and thereafter, the District shall provide each unit member with a list of faculty service areas in which he or she is qualified and competent by May 15, 1991. The District shall review each current unit member's personnel file in order to determine their qualifications and competency in the District faculty service areas.

The District shall be responsible for sending out the decisions to the individual unit members. The District shall provide each permanent unit member a list of those faculty service areas for which he or she possesses the qualifications and competence as determined by the unit member's records on file with the District within sixty (60) days of application or hire. Unit members may grieve via the provisions of Article 12 of the CBA in the event of a dispute.

15.13.3. A unit member may petition for recognition of competence in an FSA by filing a petition for such recognition with the District. It shall be the responsibility of the unit member to provide the District with all records necessary to substantiate the claim of qualification and competence.

15.13.4. Refusal to grant recognition in a faculty service area is grievable under Article 12 of the CBA.

15.13.5. The last day to apply for recognition of a faculty service area for use in any academic year is February 15th of that academic year.

ARTICLE 16: UPGRADING OF TEMPORARY AND PERMANENT PART-TIME FACULTY

16.1 Filling of Permanent Positions

16.1.1 Discretionary Hires. All permanent positions shall be filled according to the following procedures, except that each year one (1) position shall be allocated at the discretion of the Superintendent/President. In addition to this exception the Superintendent/President may insert a discipline for discretionary selection after the 5th hire, after the 8th hire, after the 11th hire, and after the 14th hire in any given year. The insertion of discretionary selections by the Superintendent/President does not alter the ranked order of the disciplines on the list.

16.1.2 Definition: Total Number of Hires. The total number of hires in any year will include single discipline hires (Article 16.7), Superintendent/President discretionary hires and hires from the ranked list.

16.1.3 Non-Instructional Upgrade. This article does not apply to reassignment of existing permanent staff nor to upgrading in non-instructional areas. Upgrading procedures for non-instructional areas will be negotiated by the Professional Affairs Committee.

16.2 Part-Time/Full-Time Ratio

The District shall comply with the state mandated part-time/full-time ratio as stipulated in Title 5 California Code of Regulations, Sections 51025, 53310 through 53312.

16.2.1 Identification of Instructional FTE. The total credit permanent and temporary instructional FTE by discipline will be based on the EMP-216A report generated on or about the first census of each semester, modified in the following manner.

(a) All units taught by temporary instructors replacing permanent faculty on sabbatical leave, legislative leave, long-term unpaid leave, military leave, disability leave, pregnancy leave, semester-long sick leave or jury duty, reduced load and reassigned time shall be excluded from the temporary unit total.

(b) Permanent units available due to known retirements shall be transformed into temporary units for purposes of this calculation.

(c) A percentage is then computed based on the total permanent credit instructional FTE and the adjusted temporary FTE.

(d) These exclusions apply to the calculations in 16.5 (a) and (b) as well.

16.2.2 Units Eliminated. PAC shall eliminate the following units from the percentage calculation above and 16.5 (a) and (b).

(a) Disciplines having specialty units requiring special skills unlikely to be possessed by persons of more general qualifications. "Specialty" units are those which, if grouped together into a full-time position, would result in a position with such diverse areas of expertise that a single individual could not be expected to possess them all, e.g. 30 temporary units per year exist in drama, but 6 are in the area of costume design, 6 in lighting, 6 in set design and construction, 6 in stage makeup, and 6 in drama acting courses.

(b) Disciplines having "event-related" teaching units, such as sport team coaches, guest music conductors or guest directors of drama productions.

16.2.3 Tie Vote. In case of a tie vote by the PAC, the issues of 16.2-16.2.2 will be decided by the Superintendent/President, in accordance with the contract definitions of the terms used in 16.2-16.2.2.

16.3 Time Line for Completing Upgrade

The PAC shall be supplied with data to rank each discipline's need for new permanent faculty. The PAC shall complete the ranking and allocate positions based on this ranking by November 15 of each academic year.

16.4 39 Teaching Unit Provision

Based on calculations defined in 16.2.1 and 16.2.2 above, during the current Fall semester, no upgrading shall occur in any discipline with less than thirty-nine teaching units taught by temporary unit members during the preceding academic year. If the percentage of the total temporary credit instructional FTE exceeds 25% and no discipline has 39 or more units taught by temporary unit members; or the percentage of the total temporary credit instructional FTE is below 25% and no discipline has 39 or more units taught by temporary instructors and the District wants to create permanent position(s); then the District shall combine disciplines where practical and where units exist to support a combined position.

16.5 Ranking of Disciplines

The PAC shall rank each discipline defined on the list of existing disciplines (15.8.7) from high to low in the following categories: ("high" = 1, "low" = x). For the purposes of this section the ESL discipline shall include all credit ESL course offered in both the English/Humanities (SL courses) and Communications Departments (ESL courses).

(a) The percentage of teaching units assigned to temporary faculty in the current Fall semester.

To do this calculation:

1. Exclude all "specialty" units. "Specialty" units are those which, if grouped together into a full-time position, would result in a position with such diverse areas of expertise that a single individual could not be expected to possess them all, e.g. 30 temporary units per year exist in drama, but 6 are in the area of costume design, 6 in lighting, 6 in set design and construction, 6 in stage makeup, and 6 in drama acting courses. In order to designate courses as "specialty," the department must, in conjunction with the appropriate Dean, review all classes to determine the "specialty" units.

a. However, if there are enough units in one "specialty" area to make a full-time position (i.e. 30 units), then these units are no longer to be excluded.

2. Exclude all units of reassigned time (even those held by temporary instructors), as well as all types of leaves as outlined in 16.2.1

3. Include "Teaching" overloads in the calculation of the total units in the discipline; count overload units as temporary units in the percentage calculation.

(b) The average percentage of teaching units assigned to temporary faculty during the preceding 3 complete academic years.

1. To account for new hires from the upgrading from the previous year, 30 temporary units will be deducted from each discipline from each previous year for each full-time instructor hired in that discipline.

2. All units excluded and included in 16.5 (a) 1., 2. and 3. apply.

(c) The WSCH/FTE in the current Fall semester.

Data for calculation:

1. Prior to Fall, 1991, the average of the 1st and 2nd Census is used.

2. Fall, 1991 forward, only the 1st Census is used.

(d) The average WSCH/FTE for the last 3 complete academic years.

1. The data for calculation would be the same as 16.5 (c)

(e) Stability over the last 3 complete academic years and the current Fall semester. The categories and computation rules for stability are as follows:

1. Increasing WSCH/FTE
2. Stable
3. Declining WSCH/FTE

16.5.1 The rankings for the above three categories will be a 1 for "increasing WSCH/FTE"; for "Stable" the number that is 10% of the total number of disciplines being ranked or the number 3, whichever is greater. For "Declining" the discipline will be disqualified from consideration. To determine the stability the percent change (up or down or zero) between successive years is computed to one decimal place. That is, the percent change from year 4 to year 3, from year 3 to year 2 and from year 2 to year 1. These three percentages (positive and/or negative) are added to produce a total percent change over the four years. If the total percent change is greater than + 5% the discipline is "increasing". If the total percent change is less than - 5% the discipline is "declining". Anything else is "stable". For computations done in 1988-89 the percentage boundaries will be + or - 4%.

16.5.2 The ranking numbers will be added together and the lowest total score is first priority for upgrade. Once a position is allocated to a specific discipline, the ranking in 16.5 (a) and (b) above shall be recalculated, and a new ranking of disciplines produced, before allocating the next position. The recalculation will be as if the new permanent position existed during the years under consideration.

16.5.3 For 16.5 (c) and (d) above, if a discipline has its enrollment limited by state mandate or work stations, then the PAC shall compute an adjusted WSCH/FTE. This number shall be the actual enrollment as a percentage of the total possible enrollment in that discipline times the WSCH/FTE of the third ranked discipline in that category.

16.6 Breaking a Tie

In case of a tie, the discipline having the higher percentage of temporary faculty in the current Fall semester ranks higher. If there is still a tie, successive individual academic years are considered until the tie is broken.

16.7 Discipline Exceptions

(a) Discipline: No Permanent Faculty. If a discipline has or will have no permanent faculty, the PAC may allocate a permanent position to that discipline.

(b) Vocational Discipline. If after 30 days of open recruitment, which shall include advertisement in major Bay Area newspapers and the personnel offices of the Bay Area colleges and universities, no acceptable temporary employees can be identified for a vocational discipline, the PAC may allocate a permanent position to that discipline.

(c) Professional Requirements. If a discipline has professional requirements defined by an authorized agency(ies) (e.g. Bureau of Registered Nursing) beyond those required by Title 5 and/or Education Code for certifying instruction, student-teacher ratio or other specific requirements as defined by law or regulation, a full-time position shall be allocated at the discretion of the Superintendent/President. The upgrade calculation provisions of Article 16 of the CBA shall not apply to this allocation. Articles 16.9, 16.11, 16.12 and 16.13 of the CBA shall still apply. This allocation shall not be counted in the total number of hires as defined in Article 16.1.2 of the CBA. The District shall provide to UPM laws and/or regulations that substantiate the position allocation.

16.7.1 Tie Vote on (a) or (b). In the case of a tie vote by the PAC on either of the two types of allocations in 16.7 (a) or (b), the presidents of UPM and the District shall make the decision.

16.8 Hiring Order of Positions

The PAC shall submit to the Vice President of Academic Affairs a list of the top five positions eligible for upgrading based on the formula contained in Article 16.5 from which the District may assign full-time positions to the appropriate discipline(s) in any order. Any position assigned in addition to the top five, except as provided for in 16.1.1, shall be assigned in ranked order determined by the PAC. The Vice President of Academic Affairs shall explain in writing to the PAC the rationale for the assignment of these full-time positions.

16.9 Right to Additional Upgrading

The right to additional upgrading shall not be denied to permanent part-time unit members, subject to competency and qualification constraints and availability of positions. Permanent part-time unit members shall be upgraded to full-time status before temporary units are upgraded to permanent status in that discipline. The right to teach additional temporary units shall not be denied to permanent part-time unit members, subject to schedule constraints.

16.10 WSCH/FTE Procedure

If WSCH/FTE ceases to be a practical measure as used in this procedure, UPM and the District will meet to negotiate an alternate procedure.

16.11 Temporary Credit Unit Member: Advancement to Interview

Temporary credit unit members in all disciplines and non-credit ESL unit members, with a minimum of five (5) years of employment (a total of ten (10) semesters or fifteen (15) quarters) within the MCCD, shall be automatically advanced to the interview stage of the hiring process for all permanent positions for which they apply and are minimally qualified.

16.12 Hiring of Sabbatical Leave Replacements

Sabbatical leave replacements shall be hired from among the temporary credit unit members when it is determined by the District that such replacements are necessary, and further, if such temporary credit unit members meet the minimum qualifications to teach the required courses (not to conflict with rehire rights).

16.13 Substitute Positions

Temporary credit unit members shall be offered substitute positions if they place their name on a list (maintained by Dean(s) designated by the District). Temporary credit unit members on these lists shall be offered substitute work if the need for the substitute teacher is known by the District 48 hours before the class/service involved begins (not to conflict with rehire rights).

16.14 Upgrading for the Library Discipline

- (a) **Formula - Initial Hire.** For the initial hiring of a full-time librarian, if the complement of part-time librarians reached or exceeded 33% of the total library complement in either Fall semester or Spring semester, 1998, there shall be an upgrade to a full-time librarian position, to be hired in Spring, 1999.
- (b) **Formula - Subsequent Hires.** All subsequent upgrading of full-time librarians shall be based on the following formula: Whenever that portion of the temporary faculty assigned to the library discipline exceeds the average of 33% in a period of two consecutive semesters, there shall be an upgrade to a permanent full-time position.
- (c) **Assignments Excluded from Formula.** With the exception of the initial upgrading described in (a), all full-time librarian positions and library FTEF assigned to temporary faculty replacing permanent faculty on sabbatical leave, legislative leave, long-term unpaid leave, military leave, disability leave, pregnancy leave, semester long sickness leave or jury duty, reduced load, or reassigned time shall be excluded from the calculations in (b).

16.15 Upgrading for the Counseling Discipline

Separate MOU - The District agrees to an initial hire of a full-time, permanent counselor in Spring semester, 1999.

- (a) Upgrade Process.** The upgrade process will be conducted by the Professional Affairs Committee (PAC) each Spring.
- (b) Formula - Subsequent Hires.** All subsequent upgrading of full-time, permanent counselors shall be based on the following formula: Whenever that portion of the temporary faculty assigned to the counseling discipline exceeds the average of 40% in a period of two (2) consecutive semesters, (beginning Fall 1999 and thereafter) there shall be an upgrade to a permanent, full-time position.
- (c) Full-Time Counselor Load.** For purposes of all calculations, a full-time counselor load shall be regarded as 929.6 hours of assigned time per fiscal year, assigned to the functions identified in 8.6.1 of the UPM contract.
- (d) Exclusions from Formula Due to Funding Source.** The calculation of temporary and permanent counselors will include only those funded through unrestricted and matriculation funds. All other areas of counseling are excluded from the formula due to their unique mandated requirements.
- (e) Assignments Excluded from Formula.** All Counseling FTEF assigned to temporary faculty replacing permanent faculty on sabbatical leave, legislative leave, long-term unpaid leave, military leave, disability leave, pregnancy leave, semester-long sick leave or jury duty, reduced load or reassigned time, shall be excluded from the calculation.
- (f) District's Discretion to Hire.** If new federal or state mandated programs require an increase in permanent positions in Counseling, the District has the discretion to hire counselors outside the parameters of the formula.

ARTICLE 17: ACADEMIC FREEDOM

Unit members shall have Academic Freedom in their personal scholarship and in the teaching-student environment. This freedom shall exist within the general framework of course descriptions (as approved by the Curriculum Committee), Constitutional limits, and the California Education Code requirements.

Curriculum course descriptions represent the District's official curriculum. Unit members are expected to teach the elements within the course descriptions, as well as the specific elements of the UDWC approved course outlines constituting pre/co requisites to a subsequent course or as part of that subsequent course. The pedagogical methodology remains a matter of academic freedom and therefore subject to the discretion of the unit member assigned to the course as the instructor of record.

ARTICLE 18: NON-DISCRIMINATION

The District shall not discriminate against any unit member on the basis of race, color, religion, age, sex, national origin, sexual preference, domicile, handicap, marital status, medical condition (cancer), status as a Vietnam-era veteran, or membership or participation in the activities of any employee organization insofar as such matters are within the scope of representation set forth in California Government Code Section 3543.2.

ARTICLE 19: SEVERABILITY

In the event that any provisions of this Agreement are or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions to this Agreement shall continue in effect. If such provision or article is deemed to be invalid, both parties shall meet within thirty (30) calendar days to negotiate a replacement provision to the affected article or provision. This reopener shall be limited to the subject matter of the invalidated article or provision.

ARTICLE 20: CONCERTED ACTIVITIES

20.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, unlawful picketing or refusal or failure to fully perform job functions and responsibilities by UPM/AFT, 1610, or by its officers, agents, or unit members during the term of this Agreement.

20.2 UPM/AFT, 1610, recognizes its responsibility to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage or slowdown during the term of this contract by unit members who are represented by UPM/AFT, 1610, UPM/AFT, 1610 agrees in good faith to take all necessary steps to cause those unit members to cease such action.

20.3 Neither the District nor the Union shall take reprisals against any unit member for activities related to collective bargaining which have occurred during the negotiation of this Agreement.

ARTICLE 21: REPRESENTATION/SERVICE FEE

21.1 Employee Rights

21.1.1 The District and UPM recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.

21.1.2 Accordingly, membership in UPM shall not be compulsory. A unit member has the right to choose, either: to become a member of UPM, or, to pay to UPM a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section 21.3.5 below.

21.2 Unit Members' Obligation to Exclusive Representative

21.2.1 A unit member employed for a semester or a quarter or a full school year who does not fall within one of the exempted categories as set forth in Section 21.3.5 below, and who has not voluntarily made application for membership in UPM within thirty (30) days of either the date upon which this Agreement is executed or, the date upon which said unit member has been employed by the District, whichever is later, must, as a condition of employment in the District, pay annually or monthly to UPM a representation/service fee in exchange for representation services necessarily performed by UPM in conformance with its legally imposed duty of fair representation on behalf of said unit member. A unit member employed for less than a quarter (short term) who does not fall within one of the exempted categories as set forth in Section 21.3.5 below, and who has not voluntarily made application for membership in UPM within two (2) days of the date upon which said unit member has been employed by the District must as a condition of employment in the District pay annually to the UPM such representation/service fee.

21.3 Representation Fee

21.3.1 Definition. The representation/service fee to be collected from non-Union unit members shall be the amount authorized by Section 3540.1(i)(2) of the California Government Code.

21.3.2 Resolution of Fee Amount Dispute. Any dispute as to the amount of the representation fee shall be resolved pursuant to the provisions of Section 21.3.6 herein.

21.3.3 Representation/Service Fee Schedule. The District and UPM agree that each unit member should pay his/her fair share for representation services. The District and UPM agree that the representation/service fee schedule set forth in Appendix F constitutes the appropriate determination of the fair share of the representation/service fee for each class of bargaining unit members. Unit members on voluntary leave without pay, and unit members who are on laid-off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth in Section 21.2.1 herein must be exercised within the first ten (10) work days upon return to paid status.

21.3.4 Annual Verification of Representation Fee By UPM. UPM shall submit a copy of the detailed financial report to the District which UPM must make available to the Public Employment Relations Board pursuant to Government Code Section 3546.5. The parties agree that UPM must supply a copy of said financial report to the District as a condition precedent to the District's automatic deduction of their representation/service fee from a unit member's payroll.

21.3.5 Unit Members Exempted From Obligation to Pay. Any unit member may be exempted from payment of any representation/service fees to UPM if that person is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting an "employee organization" as defined in Section 3540.1(d) of the Government Code. Such exempt unit member shall, as an alternative to payment of a representation/service fee to UPM, pay an amount equivalent to such representation/service fee to:

- (a) College of Marin Foundation Scholarship Fund
- (b) United Negro College Foundation
- (c) March of Dimes

The District, upon written request from UPM, shall require such exempt unit member to submit a written affidavit to UPM verifying the existence and nature of the allowable objection to payment of a representation/service fee to one of the alternative funds or organizations listed above.

21.3.6 Procedure for Unit Members Who Contest the Amount of the Representation/Service Fee. The parties agree that, in order to provide a uniform definition of the amount of the representation/service fee, any such disputes involving the amount of such fee must first be deferred to the Public Employment Relations Board (hereinafter "PERB") for determination, provided that the parties have first complied with the other provisions of this Section. If, at any time, the PERB determines that some or all of the representation/service fees deducted shall be held in escrow pending a determination of the correct amount of the fee, the District will deposit the amount in an escrow account. The monies held in escrow shall be released to the appropriate party upon the rendering of a final decision by the PERB.

21.4 Payment Method

21.4.1 Annual Payment. Any unit members who are not exempted from payment under Section 21.3.5 above may pay annually at the beginning of each school year before the end of the first pay period of District employment or reemployment the properly determined representation/service fee directly to the Union; or

21.4.2 Alternative Payment Method. As an alternative to the annual payment method, in accordance with Sections 2.1 and 2.2 of this Agreement, a unit member may voluntarily sign and deliver to the District before the end of the first pay period of District employment or reemployment a written authorization to deduct the properly established representation/service fee as defined in Section 21.3 above. Upon receipt of a voluntary authorization duly completed and executed, the District will deduct from the pay of unit members and pay to the Union the normal and regular monthly representation/service fee.

21.4.3 Automatic Payroll Deduction of Fee. In the event that a unit member who is not exempted from payment under Section 21.3.5 does not pay annually the representation/service fee directly to the Union pursuant to Section 21.4.1 or does not voluntarily sign and deliver to the District an authorization pursuant to Article II, the Union shall require in writing that the District deduct from the pay of the unit member and pay to the Union the normal and regular monthly representation fee without the approval of the unit member. In such case, the District shall begin automatic payroll deduction as provided in Education Code Section 87834 for the representation/service fees due from the date of ratification of this Agreement or first date of the unit member's employment whichever is later. There shall be no charge to the Union for such mandatory representation/service fee deductions.

21.4.4 Notification of Automatic Payroll Deduction. Prior to beginning such payroll deduction pursuant to Section 21.4.3, the UPM will certify to the District in writing that the employee whose pay is to be affected by the deduction has (1) not joined the UPM; (2) not voluntarily tendered the amount of the representation/service fee as defined herein; and (3) has not qualified for an exemption under Section 21.3.5 herein. The UPM shall also notify the unit member in writing that due to the unit member's failure to fulfill any of the above three (3) requirements the UPM has requested the District to begin automatic payroll deduction of the representation/service fee. The UPM shall provide the District with a copy of said written notice to the unit member. Thereafter, the District will begin the automatic deductions.

21.4.5 Unit Member Terminated/Not on Payroll. The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from employment or not on the District's payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.

21.4.6 Rehire/Recall of Unit Member. Upon the rehiring of any unit member, or upon the recalling of a unit member from layoff status, the District will treat such unit member as a new unit member for the purposes of deducting the representation/service fee.

21.5 District's Obligation

The District's sole and exclusive obligation under representation/service fee in this Article is to notify any unit member who has failed to comply with the provisions of this Article that, as a condition of employment in the District, such unit member must either become a Union member, pay a representation/service fee, either through voluntary or involuntary deductions, or establish an exempt status and make payment pursuant to Section 21.3.5 of the Agreement, and to make payroll deductions pursuant to Section 21.4.2 or 21.4.3 of this Agreement. Under no circumstances shall the District be required to dismiss any unit member for failure to fulfill his/her obligations to pay the fees established herein.

21.6 Hold Harmless and Indemnify Provision

21.6.1 The Union as defined in the Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought, against the District or any of its agents, in connection with the administration or enforcement of any Section in this Agreement pertaining to representation/service fee. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District.

21.6.2 Upon notice that the District is going to seek indemnification or to be held harmless under his provision, the Union shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed in Section 21.6.1 above shall be compromised, resisted, defended, tried, or appealed.

21.6.3 In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District will defer to the Union's interests if the District does not have a distinct and separate legal interest in the disputed matter.

21.6.4 The District shall not be entitled to be reimbursed for any costs for which the Union was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

ARTICLE 22: COMPLETION OF AGREEMENT

This document comprises the entire Agreement between the District and UPM/AFT, 1610, on the matters within the lawful scope of negotiations. Subject to the decision of PERB, UPM and the District shall have no further obligation to meet and negotiate, during the term of this Agreement, except as otherwise provided for herein, on any subject whether or not said subject is covered by this Agreement, even though such subject was not known nor considered at the time of the negotiations leading to the execution of this Agreement.

ARTICLE 23: TERM

This Agreement shall become effective on the date of execution, except where otherwise provided, and shall continue in effect through June 30, 2001. In the third year of the contract (beginning July 1, 2000), the District agrees to UPM's right to reopen negotiations on Article 24.13, "Student Complaints."

ARTICLE 24: PROFESSIONAL STANDARDS

Professional Standards Committee

The Professional Standards Committee (PSC) shall be composed of four (4) members, two (2) appointed by UPM and two (2) appointed by the District. The PSC shall negotiate professional standards, forms and other items as defined/described by the terms of this agreement, and make a recommendation to UPM and the District for their approval.

24.0 Disciplinary Procedures

A unit member shall be subject to disciplinary actions as provided for within this Article and only in the manner provided for in this Article, except as authorized by California Education Code sections 87666 to 87683 and 87732.

- (a) **Right to Grieve Disciplinary Action.** A unit member may make use of his/her contractual rights to grieve a disciplinary action. With the exception of dismissal or suspension, disciplinary action shall be subject to the provisions of the grievance procedure.
- (b) **Cause for Disciplinary Action.** No disciplinary action shall take place except for just and sufficient cause.
- (c) **Dismissal/Suspension Procedures.** Dismissal or suspension shall be in accordance with the Education Code provisions. Where the unit member elects to have an arbitrator hear the matter of suspension or dismissal pursuant to Education Code 87674, the District, unit member and unit member's representatives shall mutually agree on the arbitrator within five (5) workdays of the receipt of the demand. If agreement is not reached, selection of the arbitrator shall be made in accordance with the selection procedures of the American Arbitration Association.
- (d) **Legal Right to Litigation.** A unit member may make use of his/her legal rights to litigation over a disciplinary action if he/she has not entered into binding arbitration.
- (e) **Confidentiality.** A unit member shall have all information relating to his/her disciplinary action(s) and penalties maintained in absolute confidentiality.
- (f) **Notification of Provisions.** Following notification, violations of contract provisions are not excused due to unit member ignorance.

24.0.1 Initial Notification Period/Process. Any disciplinary actions or penalties authorized by Article 24 of the MCCD/UPM Collective Bargaining Agreement shall be initiated within thirty (30) working days of the date that the assigned MCCD management supervisor knew, or reasonably should have known, of a specific violation. Any disciplinary action taken in accordance with the provisions of Article 24 must begin with the notification of the unit member and UPM (by certified mail) of the proposed disciplinary actions and/or penalties. Failure to properly notify the unit member within the 30-day period specified herein shall result in a waiver of the authorization to penalize and/or discipline the unit member for the specific violation.

24.0.2 Warning Letter. (Form F 24.0.2). A warning letter shall take the form of a letter from the Office of the supervising Vice President/Dean (Student or Enrollment Services) to the unit member indicating the contract violation and the contractual requirement of a letter of censure and possible suspension.

24.0.3 Provisions Where Warning Letter Applicable. Add warning letter (as defined above in 24.0.2) to 24.1.1, 24.3.1, 24.4.1, 24.5.1, 24.6.1, 24.8.1, 24.9.1, 24.11.1, and 24.12.1.

24.0.4 Disciplinary Procedures – Temporary, Part-Time Unit Members.

Beginning with the date of this agreement (9/29/99) and subject to the other provisions of Article 24, any temporary, part-time unit member who violates 24.1, 24.3, 24.4, 24.5, 24.6, 24.9, 24.11 or 24.12 (within a three (3) year period, as provided for in 24.12.2) shall be subject to the following penalties.

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First Instance: Censure letter placed in employee's personnel file.

Second Instance: Loss of ETCUM, RETCUM or other temporary hire status and no future re-hire.

With reference to 24.2 and 24.10, the temporary, part-time unit member who in any instance violates these Articles is subject to loss of ETCUM, RETCUM or other temporary hire status and there is no future re-hire.

24.1 Smoking. Smoking by a unit member is prohibited in all District buildings, within ten feet of all buildings, and in District vehicles. Smoking is also prohibited in covered areas adjoining buildings, covered areas in the Physical Education complex, the pool areas and decks, and the covered areas and courtyard of the Science Center.

24.1.1 Penalties. Violations of Contractual Smoking Policy shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file

All subsequent instances: Suspension without pay for 1 day.

24.2 Discrimination/Harassment. A unit member is subject to disciplinary actions for violations of the following contractual and statutorily mandated professional norms: Discrimination and Harassment. For Discrimination and Harassment, a unit member may be subject to progressive discipline as defined in 24.2.6 (c).

24.2.1 Definitions. UPM and the District recognize the necessity of protecting academic freedom in the college environment; however, a finding of discrimination/harassment may obtain where the conduct of a UPM unit member is judged to have violated the following professional norms:

- (a) Submission to the conduct of the unit member is explicitly or implicitly made a term or a condition of an individual's employment, academic status or academic progress.
- (b) Submission to, or rejection of, the conduct of the unit member is used as the basis of employment or academic decisions affecting the individual.
- (c) Submission to, or rejection of, the conduct of the unit member is used as the basis for any decisions affecting the individual regarding the benefits, services, honors, programs, or activities available at or through the District.
- (d) The conduct of a unit member has the purpose of causing a negative impact upon the individual's work or academic performance, or the purpose of creating an intimidating, hostile, or offensive work or educational environment.
- (e) The conduct of a unit member is judged (by an independent arbitrator) to have the reasonable effect of causing a negative impact upon an employee's work or a college student's academic performance, or, where the conduct of a unit member is judged (by an independent arbitrator) to have the reasonable effect of causing an intimidating, hostile, or offensive environment for a fellow employee or for a college student.

Note: Provisions for arbitrators are delineated in Article 12 of this contract and are to be followed.

24.2.2 Actions Which Constitute Sexual Harassment. Actions which constitute sexual harassment include, but are not limited to:

- (a) **Verbal harassment:** Epithets, derogatory comments, slurs, or derogatory jokes based primarily upon sex, or unwelcome requests for sexual favors or unwelcome sexual advances.
- (b) **Physical harassment:** Impeding or blocking movement, or physically interfering with normal work or movement on the basis of sex.
- (c) **Visual harassment:** Derogatory posters, notices, bulletins, cartoons, or drawings if based primarily upon sex.

24.2.3 Parameters: Sexual Harassment Charges. A unit member may not be subjected to sexual harassment charges within the MCCD except as provided for within the UPM-MCCD contract.

24.2.4 Actions Which Constitute Other Forms of Discrimination/Harassment. Actions which constitute other forms of discrimination/harassment include, but are not limited to:

- (a) **Verbal harassment:** Epithets, derogatory comments, slurs, or derogatory jokes based primarily upon race, religion, national origin, handicap, medical condition, marital status, sexual preference or age.
- (b) **Physical harassment:** Assault, impeding or blocking movement, or physically interfering with normal work or movement primarily on the basis of race, religion, national origin, handicap, medical condition, marital status, sexual preference or age.
- (c) **Visual harassment:** Derogatory posters, notices, bulletins, cartoons, or drawings if based primarily upon race, religion, national origin, handicap, medical condition, marital status, sexual preference or age.

24.2.5 Parameters: Other Forms of Discrimination/Harassment Charges. A unit member may not be subjected to non-sexual discrimination/harassment charges within the MCCD except as provided for within the UPM-MCCD contract.

24.2.6 Penalties. Violations of discrimination/harassment contractual constraints shall be penalized as follows:

- (a) **Instances not involving academic freedom.**

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for four (4) days.

All subsequent instances: Suspension without pay for ten (10) days.

- (b) **Instances involving academic freedom.** (Academic freedom shall be here construed in a manner consistent with the various AAUP statements and decisions defining the meaning of academic freedom).

All instances involving academic freedom: Letters of complainants placed in unit member's personnel file if said letters meet the requirements of ARTICLE 7, Sections 7.8 through 7.8.8.

- (c) **Progressive Discipline.** This Agreement incorporates the doctrine of progressive or corrective discipline, which the District shall apply. Disciplinary actions are designed to be progressive and corrective, and relate fairly to the offense. The District shall consider any mitigating circumstances when deciding on the appropriate discipline. Ordinarily, a first offense results in no more than a letter of censure or warning placed in an employee's personnel file. Ordinarily, a second offense results in no more than a suspension according to the suggested penalties set forth in Article 24.2.6 (a) above. Ordinarily, additional infractions are punished according to the schedule of penalties set forth in Article 24 for the most appropriate violation. The District may depart from this sequence of progressive or corrective disciplinary penalties when it establishes that the misconduct is so serious that different or more serious discipline is warranted, or because it establishes that the scheduled corrective measures could not reasonably be expected to have the effect of correcting the conduct of the employee. In the event of any departure from the progressive or corrective disciplinary sequence of penalties set forth in this Agreement, all other provisions of Article 24 and this Agreement still apply.

DEFINITION: VIOLATION OF CONTRACTUAL PROFESSIONAL NORMS.

24.3 UPM unit members are subject to disciplinary actions for violations of the following contractual and organizationally necessary procedural requirements:

- A. Failure to File Class Rosters.** Failure to file class rosters required for the collection of revenue by their due date. These rosters are to be submitted in the manner of final grades described in 24.3B.2;

B. Failure to file final grades by their due date.

1. "Failure to file final grades" shall mean:

- (a) sent by regular U.S. Mail; or if received after 2:00 p.m. of the due date cited in the MCCD/UPM academic calendar; or if sent by U.S. Express Mail or commercial express service within the continental United States, no proof of express mailing showing a date at least 3 calendar days prior to the due date
- (b) sent to the wrong address
- (c) submitted with a missing scanner sheet
- (d) scanner sheet unsigned
- (e) scanner sheet is folded or mutilated by the instructor prior to being submitted in person or prior to deposit in the drop slot or prior to mailing
- (f) entries not made with a #2 or softer pencil
- (g) entries made within the "grade bubble" so as to be unreadable by machine (i.e., not completely penciling in the "grade bubble", penciling in above or below the "grade bubble", or penciling in too lightly)
- (h) corrections made with "white-out"
- (i) a grade entry is omitted
- (j) a multiple grade entry is made
- (k) an inappropriate grade is made (for example, a "W" at the end of a semester or an "IP" for an unauthorized class)
- (l) an "I" or "IP" is awarded without the proper accompanying form

2. Final grades must be submitted in one of the following three manners:

- (a) In person at the Office of Admissions and Records on either campus by the unit member or his/her designated non-student representative by 2:00 p.m. of the due date. The District will issue a receipt for all acceptable documents received in this manner. Issuance of a receipt means the instructor of record will not be liable for discipline under Article 24.3B, but may still be subject to Article 24.3C.
- (b) In the Personnel Department door mail slot by 2:00 p.m. of the due date or the mail slot to the right of the door to the EOPS Office, Administrative Service Tutoring Center, Room #140 on the Indian Valley campus. The District shall make an effort to contact the unit member by telephone, or mail if necessary, at an address or phone number provided by the unit member, for the purpose of correction or clarification. If the final grades are submitted and do not include any of 24.3B.1.(a) through (l), or if corrected by mail or phone, the District will issue a receipt to the unit member.
- (c) By 2:00 p.m. of the due date, by U.S Express Mail, to an address specified by the District; or by commercial express or messenger service to the Director of Admissions and Records at an address specified by the District. Documents submitted in this manner must be in a District provided envelope, available only through the Office of Admissions and Records. The District shall make an effort to contact the unit member by telephone, or mail if necessary, at an address or phone number provided by the unit member, for the purpose of correction or clarification. If the final grades are submitted and do not include any of 24.3B.1.(a) through (l), or if corrected by mail or phone, the District will issue a receipt to the unit member.

3. Positive attendance rosters must be submitted in the same manner as final grades (see 24.3B.2.).

- (a) Instructors must provide actual number of hours of daily attendance, and totals thereof, by student for positive attendance rosters of lecture classes. For lab classes, at least totals by student must be provided, documented by auditable sign-in sheets (or computer log-on records). The sign-in sheets or computer records should be turned in to the Office of Admissions and Records with the other positive attendance information. If they are not, they must be maintained for four years.

(b) Credit positive attendance rosters are due with final grades if the course ended within the academic semester.

(c) Intersession and non-credit positive attendance rosters are due no later than five (5) working days after the last class meeting ("working days" here means days on which the Office of Admissions and Records is open for business).

C. Failure to Respond to Written Request for Academic Information in Timely Manner. Failure to respond within ten (10) working days from the date of receipt of a written request for academic information required for student records from the District registrar.

D. Failure to Return District Equipment/Materials in Timely Manner. Failure to return District equipment and materials within 5 calendar days of the date of a request for such a return. The request must be by mail, certified return receipt requested. The five days must be within the 175 assigned days for that individual, or within the contract period plus 30 days for temporary employees.

24.3.1 Penalties. Violations of each separate contractual requirement prescribed above shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

All subsequent instances: Suspension without pay for 2 days.

24.3.2 Request to PAC for Extension of Due Date. In the case of extreme emergency, such as, but not limited to, accident, illness or death in the immediate family, the unit member or his/her designee may request an extension of the due dates specified in 24.3. If a written request accompanied by supporting documentation indicating inability to perform the required action by the due date is submitted to the Professional Affairs Committee (PAC), the PAC will decide on the request for an extension. The request can be made before or after the due date. In the event that a majority decision cannot be made by the committee, the decision will be made by the Vice President of Academic Affairs. Applicants who are denied an extension may appeal via the provisions of the Grievance Article of this contract.

24.3.3.1 Timeline for Imposition of Penalties. Failure to submit some or all of the required documents or materials, as specified in 24.3A. through D. will not result in sanctions under Article 24 until the beginning of the next academic semester (or quarter, for non-credit) after the one in which the violation occurred.

24.4 Use of District Equipment Off Campus. MCCD equipment may be used off the work site by permanent/probationary and temporary unit members only for official college business and only with the prior approval of their immediate supervisor or his/her designee.

24.4.1 Penalties. Violations of restrictions on the use of District equipment and supplies, shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

All subsequent instances: Suspension without pay for 2 days.

24.5 Violations of ARTICLE 5, Section 5.1

DEFINITION: Failure to File Required Absence Report Within Three (3) Working Days Upon Returning to Service in the District.

24.5.1 Penalties. Violations shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

Third instance: Suspension without pay for 3 days.

Fourth instance: Suspension without pay for 5 days.

All subsequent instances: Suspension without pay for 10 days.

24.6 Violations of ARTICLE 5, Sections 5.2.8 & 5.4.3

DEFINITION: Failure to Provide Contractually Required Notice for Absence and Personal Necessity Leave.

24.6.1 Penalties. Violation shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

All subsequent instances: Suspension without pay for 1 day.

24.7 Violations of ARTICLE 5, Sections 5.6.1 through 5.6.1.3, and 5.6.9

DEFINITION: Failure to Perform Contractually Required Assignments on a Sabbatical Leave or to Complete an Alternative Assignment Acceptable to the Sabbatical Leave Committee and the Governing Board.

24.7.1 Penalties. Violations shall be penalized as follows:

All instances: A unit member who fails to complete all or any portion of his/her approved sabbatical leave proposal shall promptly begin repayment of the unearned salary he/she received while on sabbatical (cf. ART. 24.7.2). In addition, a unit member found in violation of this contractual requirement shall not be eligible again for a sabbatical leave until repayment in full is received by the District. His/her eligibility for a sabbatical leave shall begin on the date the repayment is complete. The administrator on the Sabbatical Leave Committee shall report violations of this section of the contract to the Superintendent/President.

24.7.2 Procedure for Determining Repayment of Unearned Sabbatical Compensation.

All instances: A unit member who fails to complete all or any portion of his/her approved sabbatical leave proposal shall submit for review by the Sabbatical Leave Committee a written report identifying the elements of the proposal successfully completed. The committee shall determine the prorated/percentage of unearned salary the unit member is required to repay to the District as provided in 24.7.1 (above). A reasonable repayment schedule, including but not limited to the use of sick leave days, shall be arranged by the parties or their representative.

24.8 Violations of ARTICLE 5, Section 5.6.10

DEFINITION: Failure to File Required Sabbatical Report Within Sixty (60) Working Days Upon Return to Service in the District.

24.8.1 Penalties. Ten (10) days after receipt of the warning letter indicating an apparent violation of Article V, the following penalties may apply:

Warning Letter (as defined in 24.0.2) shall be issued.

First Notice: Censure letter indicating subsequent penalties placed in employee's personnel file.

Second Notice: If sabbatical report has not been submitted within ten (10) calendar days following the placement of the censure letter in personnel file, the employee shall be suspended without pay for one (1) day.

Third Notice: If sabbatical report has not been submitted within twenty (20) calendar days following the placement of the censure letter in personnel file, the employee shall be suspended without pay for three (3) days.

Fourth Notice: If sabbatical report has not been submitted within thirty (30) calendar days following the placement of the censure letter in personnel file, the employee shall be suspended without pay for ten (10) days.

24.9 Violations of ARTICLE 7, Section 7.6

DEFINITION: Failure to Perform Contractually Required Service as an Evaluator.

24.9.1 Penalties. Violations shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

Third instance: Suspension without pay for 3 days.

All subsequent instances: Suspension without pay for 4 days.

24.10 Violations of ARTICLE 8, Section 8.3.7

DEFINITION: Failure to Meet the Terms of the Individual Unit Member's Contract with the Workload Committee.

24.10.1 Penalties. Violations shall be penalized as follows:

Any instance: A unit member shall be suspended for 15 days without pay and shall immediately begin repayment of the salary received while on stipend, reassigned time or overload assignment, or he/she shall complete the contractual agreement within ninety (90) working days. In addition, a unit member found guilty of this contractual infraction shall not be eligible again for stipends, reassigned time or overload assignments until said contractual agreement has been met. The Administrator(s) on the Workload Committee shall report violations of this section of the contract to the Superintendent/President.

24.11 Violations of ARTICLE 8, Sections 8.2.1, 8.2.2, 8.4, 8.5.1, 8.5.1.1 & 8.5.2

DEFINITION: Failure to Meet Contractually Required Classes and/or Hold Contractually Required Office Hours.

24.11.1 Penalties. Violations shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 2 days.

Third instance: Suspension without pay for 3 days.

All subsequent instances: Suspension without pay for 4 days.

Prorated Salary Reduction. In addition to the penalties cited above, failure to provide contractually required services shall result in a prorated reduction of salary for any unauthorized absence (as provided for in ART.5.2.12 of the C.B.A.).

24.12 Violations of ARTICLE 9, Sections 9.8 through 9.20

DEFINITION: Failure to Perform Contractually Required Flex-Time Assignments.

24.12.1 Penalties. Violations shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 4 days

All subsequent instances: Suspension without pay for 10 days.

Prorated Salary Reduction. In addition to the penalties cited above, failure to provide contractually required services shall result in a prorated reduction of salary for any unauthorized absence (as provided for in ART.5.2.12 of the C.B.A.).

24.12.2 Statute of Limitations. For all violations stated in Article 24 (except sections 24.2, 24.7, 24.10) the following stipulation shall apply: All violations shall be cumulative, except whenever three (3) calendar years follow the date of the last "instance"/violation; in that case, the next violation shall constitute the "first instance" as defined in any particular section.

24.13 Student Complaints

DEFINITIONS:

Student Complaint: A specific allegation by the complainant that a unit member has engaged in behavior towards a student or students that violates State law or Federal law regarding unsafe assignments, harassment or unlawful discrimination.

Complainant: Any student who is officially enrolled in the class of the unit member, or who is otherwise subject to the academic authority of a unit member and who files a student complaint.

Time Limit: Student complaints must be filed no later than one (1) year following the occurrence, or within one (1) year of the date on which the complainant knew or should have known of the facts underlying the complaint.

Unit Member: Any Educational Instructor, Counselor, Librarian, School Nurse or other "Educational" unit member represented by the United Professors of Marin.

United Professors Of Marin: The exclusive collective bargaining representative for the educational unit (herein referred to as UPM).

Authorized Representative: The person or persons designated by the unit member to accompany/advise or represent them in the Student Complaint Process, including UPM/AFT, the exclusive bargaining representative, and excluding any other non-exclusive labor representative as defined by the EERA.

Working Day: Any day of the academic year (including intersessions) during which College offices are open for business.

**MCCD-UPM
Collective Bargaining
Agreement/CBA:**

The current labor agreement between the United Professors of Marin and the Marin Community College District.

- Notices:** All written notices required by the student complaint process shall be mailed by *Certified/Return Receipt Requested* to the parties' last known address. Time limits begin on the postal date stamped on the receipt.
- Copies:** The District shall, upon request, provide unit member(s) and UPM/AFT, a copy of all investigative materials related to the Student Complaint Process, as provided for in *Faculty Rights*, numbers 5. & 6. below.

FACULTY RIGHTS

1. **Right to Grieve.** Should the unit member or UPM determine that the terms and conditions of the agreement defined herein have been misinterpreted, misapplied or violated, during the processing or investigation of a student complaint, or that the resolution/remedy proposed by management violates one or more provisions of the MCCD-UPM Collective Bargaining Agreement, the unit member or UPM may, within thirty (30) working days of the receipt of the MCCD's proposed resolution/remedy file a written grievance under Articles 12.2.1 and/or 12.5 of the CBA.
2. **Right to Representation.** A unit member has the right to be accompanied, advised and represented by UPM throughout the Student Complaint Process.
3. **Implementation of Resolution/Remedy.** Unless otherwise required by law, implementation of any proposed recommendations/remedy and/or actions shall be held in abeyance until notification of the disposition of the student's complaint or, if applicable, the final disposition of the unit member's grievance as provided herein and under Article 12 of the CBA. In the event that grievance is filed over disciplinary action to be taken against a unit member, all timelines relevant to that discipline shall be tolled until completion of the grievance process. In a circumstance where the District determines it is required by law to implement a remedy or recommendation prior to the completion of the process, the District shall provide to UPM and the unit member, a written explanation for the need for immediate or intermediate remedies. UPM reserves the right to file a written grievance under the provisions of Article 12 of the MCCD-UPM CBA. Unless otherwise required by law, the District shall not implement a proposed resolution/remedy of a student complaint until UPM has received a copy of the complaint and proposed resolution/remedy and has been given an opportunity to file a response within thirty (30) working days.
4. **Review of Materials Not Relevant to Specific Complaint.** Any materials (confidential or otherwise) not relevant to the specific complaint (i.e. materials in the unit member's personnel/evaluation/medical/other student complaint files) may only be viewed by the complainant and his/her representative with the express permission of the unit member and UPM.
5. **Notification of Complaint/Time Lines.** Upon receipt of a valid student complaint, the District shall promptly notify the unit member and UPM that a complaint has been filed. In addition, the District shall notify UPM of the name of any unit member who is the subject of a student complaint.
 - (a) Within five (5) working days of receipt of a student complaint, the District shall notify the unit member of the source and specific nature of the student complaint and the District's intention to investigate.
 - (b) Once notified by the District, the unit member may designate an authorized representative and notify the District.
 - (c) Within five (5) working days of receipt of authorization, the District shall notify the authorized representative of the source and specific nature of the complaint and the District's intention to investigate.
 - (d) The District shall afford the unit member and/or his/her authorized representative a reasonable opportunity to respond (including the right to identify relevant information).

- (e) Upon completion of the investigation, the District shall review the investigative report or summary as provided for in Title 5 of the California Code of Regulations with the unit member and his/her authorized representative, if any.
 - (f) Absent the unit member's authorization and to the extent allowed by law, UPM shall be entitled to all relevant materials/documents secured by subpoena, judicial or arbitrator order, or mandated by the EERA.
- 6. **Notification of District's Intention to Take Disciplinary Action.** The unit member and UPM shall be notified of the District's intention to take disciplinary action in accordance with the provisions of Article 24 of the CBA and shall promptly receive copies of all materials/documents (including the investigative report or summary) utilized by management and the Governing Board as a basis for the proposed disciplinary action.
 - 7. **Files and Records: Development/Retention/Confidentiality/Access.** No materials shall be developed or files and records kept that would violate the law, MCCC policies and procedures, the Education Code or the MCCC-UPM CBA. More specifically, no documentation pertaining to any student complaint process shall be included in any unit member's personnel file or student file at any time, except for those resulting from disciplinary action (i.e. as provided for in Article 24 of the MCCC-UPM CBA). All documents, communications and records pertaining to a student complaint shall be confidential and shall be filed in a separate student complaint file in the Office of Human Resources and Labor Relations. The unit member and UPM shall be permitted to examine and/or obtain copies of materials contained in these files.
 - 8. **Confidentiality.** All information derived from a student complaint is confidential. Students will be informed of the necessity for confidentiality within the student complaint process by the investigator of the complaint. Information shall not be made public nor discussed with anyone other than the participants and their authorized representatives. Any intentional violation of the confidentiality provisions of this agreement by the grievant, or their representative, shall, unless otherwise legally prohibited, result in the immediate termination of the complaint, with prejudice.
 - 9. **Right to Self-Representation.** A unit member has the right to represent him/herself in the Student Complaint Process without intervention by UPM, provided the Student Complaint Process has not been misinterpreted, misapplied, or violated and provided the resolution/remedy proposed by management does not violate any provision of the MCCC-UPM CBA. However, should UPM determine said violation(s) has occurred, UPM reserves the right to file a written grievance under the provisions of Article 12.5 of the MCCC-UPM CBA. Unless otherwise required by law, the District shall not implement a proposed resolution/remedy of a student complaint until UPM has received a copy of the complaint and the proposed resolution/remedy, and has been given an opportunity to file a response within thirty (30) working days.
 - 10. **Recommendations/Actions.** All recommendations, resolutions, remedies and actions taken by the District Governing Board or its Managers shall be consistent with State and Federal law, the MCCC Policies and Procedures, and the MCCC-UPM CBA. In the event of a conflict between the CBA and existing State or Federal law, refer to Article 19 – *Severability* of the current CBA. In the event of a conflict between the CBA and MCCC Policies and Procedures, the CBA shall govern, unless otherwise prohibited by law.
 - 11. **Application of Actions.** All actions taken to remedy Harassment/Discrimination complaints shall be applied according to the definitions provided for in Article 24 of the CBA.

ARTICLE 25: COPYRIGHT

25.1 If a unit member produces copyrighted materials/product(s) as part of his/her required assignment during District reassigned time, or as part of his/her required assignment on a grant received by the District, or as part of his/her required assignment on a District sponsored research and development grant, then the District shall be entitled to repayment of its direct costs of production of said copyrighted materials in the manner stated in 25.2 below.

25.2 All economic benefits derived from a copyright owned by a unit member, but produced as specified in 25.1 above, shall be paid by the unit member to the District until all of the District's documented direct costs are repaid.

**CONTRACT BETWEEN
MARIN COMMUNITY COLLEGE DISTRICT
AND THE
UNITED PROFESSORS OF MARIN/
AMERICAN FEDERATIONS OF TEACHERS
LOCAL 1610**

JULY 1, 1998 - JUNE 30, 2001

SC- 1
&
Attachments/
Forms

STATEMENT OF COMMITMENT

1. **Student Complaint Form(s).** Any form(s) designed for the use of the unit member and/or UPM regarding Student Complaints shall be the subject of negotiations between the District and UPM representatives to the Professional Standards Committee (PSC) and shall include:
 - (a) Informing the unit member that he/she has the right to disclose the information to UPM for purposes of obtaining representation.
 - (b) Informing the student who files a complaint against a unit member that a copy of the complaint documents will be provided to the unit member and that the unit member may share such information with his/her authorized representative.
 - (c) The opportunity for the unit member and/or his/her authorized representative to respond to the complaint, including the right to identify relevant information and witnesses.
 - (d) District notification to UPM of the name(s) of the unit member(s) against whom the complaint has been filed and of the District's intention to investigate prior to initiating disciplinary action.
 - (e) Informing the unit member that he/she has the right to review the investigative report or summary as provided for in Title 5 of the California Code of Regulations with his/her authorized representative and a District representative.
2. **Continued Negotiations in the Professional Standards Committee (PSC).** The District and UPM/AFT members on the Professional Standards (PSC) shall continue negotiations on changes in Articles 5.2.13, 5.13, 5.14, 5.17, 8.15, 8.21 and a new Article pertaining to disability and reasonable accommodation.

Approved October 14, 1997,
Replaces Salary Sch. July 1, 1996

MARIN COMMUNITY COLLEGE DISTRICT

UPM/AFT SALARY SCHEDULE

Effective July 1, 1997

CREDIT

<u>Step</u>	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>
1	32,183	35,582	37,311	39,078	40,831
2	33,501	37,123	38,929	40,734	42,418
3	34,819	38,664	40,547	42,390	44,005
4	36,137	40,205	42,165	44,045	45,592
5	37,454	41,746	43,783	45,701	47,179
6	38,772	43,287	45,401	47,357	48,765
7	40,090	44,828	47,018	49,013	50,352
8	41,408	46,369	48,636	50,668	51,939
9	42,726	47,910	50,254	52,324	53,526
10	44,044	49,451	51,872	53,980	55,113
11	45,361	50,992	53,490	55,636	56,700
12	46,679	52,533	55,108	57,292	58,287
13	47,997	54,074	56,726	58,947	59,874
14	49,315	55,615	58,344	60,603	61,461
15	50,633	57,156	59,962	62,259	63,047
16	51,951	58,697	61,580	63,915	64,635
17	53,260	60,176	63,132	65,526	66,264
18	54,602	61,692	64,723	67,177	67,934
19	55,978	63,247	66,354	68,870	69,646
20	57,389	64,841	68,026	70,606	71,401

Horizontal Placement/Movement Article 3.8.7

Column 1 - Bachelor's degree or partial fulfillment of a Life Instructor's Credential in a vocational related discipline.

Column 2 - Master's degree or clear Life Instructor's Credential in a vocational related discipline with a Bachelor's degree.

Column 3 - Master's degree plus 30 semester hours subsequent to the date of the Master's degree, or Bachelor's degree plus 60 semester hours with Master's degree, or clear Life Instructor's Credential in a vocational related discipline with a Bachelor's degree and 60 semester hours subsequent to the date of the clear Life Instructor's Credential in a vocational related discipline.

Column 4 - Master's degree plus 60 semester hours subsequent to the date of the Master's degree or Bachelor's degree plus 90 semester hours with Master's degree.

Column 5 - Earned Doctorate.

Vertical Placement/Movement

1. Step 10 is the highest entering step for permanent teachers new to the District as provided for in Article 3.8.1.1.
2. Step 7 is the highest entering step for temporary noncredit ESL unit members and all other temporary non-credit unit members working the semester program on-campus as provided for in Article 3.8.1.1.
3. Step 3 is the highest entering step for temporary credit unit members as provided for in Article 3.8.1.2 and 3.8.4.1.
4. All temporary instructors placed on the salary schedule may not advance beyond Step 14 as provided for in Article 3.8.6.3.
5. Any temporary credit unit member who was placed above Step 10 in an earlier agreement and who is currently on Step 11, 12, or 13 may advance on the salary schedule to a maximum of Step 14 as provided for in Article 3.8.6. All other temporary instructors placed on the salary schedule may advance to Step 14.

Doctorate Bonus Article Article 3.5

1. A \$1,000 bonus is paid once for receiving earned Doctorate from an accredited institution while employed by the District. Any regular contract employee receiving such an award must agree to remain under contract to the District for two years after the award is granted.

Contract Payment Calculations1. TEMPORARY PART-TIME CREDIT INSTRUCTOR PAYMENT FORMULA:

$$\frac{\text{Annual salary} \times \# \text{ of units} \times 80\%}{30} = \text{Semester payment} \div 5 = \text{Monthly salary.}$$

2. a. OVERLOAD CREDIT INSTRUCTOR PAYMENT FORMULA:

$$\frac{\text{Annual salary} \times \# \text{ of units} \times 80\%}{30} = \text{Semester payment} \div 5 = \text{Monthly salary.}$$

b. OVERLOAD ASSIGNMENTS AND PART-TIME TEMPORARY CREDIT ASSIGNMENTS FOR LIBRARIANS, COUNSELORS AND SCHOOL NURSES PAYMENT FORMULA:

Hours per semester $\div$ 599 (eff. Fall 1994) rounded to 4 decimal places $\times$ 15 units = units. Then Temporary Part-Time Credit Instructor Payment Formula as above.

3. a. INTERSESSION/SUMMER SESSION CREDIT INSTRUCTOR PAYMENT FORMULA:

$$\frac{\text{Annual salary} \times \# \text{ of units} \times 80\%}{30} = \text{Total payment.}$$

b. INTERSESSION PERMANENT CREDIT COUNSELOR PAYMENT FORMULA:

Hours per intersession $\div$ 581 (eff. Fall 1994) rounded to 4 decimal places $\times$ 15 units = units. Then Temporary Part-Time Credit Instructor Payment Formula as above.

* Placement on UPM/AFT Salary Schedule

UPM/AFT Salary Schedule (Continued)

Effective July 1, 1997
 Approved October 14, 1997
 Replaces Salary Sch. Effective July 1, 1996

4. TEMPORARY NON-CREDIT ESL UNIT MEMBERS AND ALL OTHER TEMPORARY NON-CREDIT UNIT MEMBERS WORKING THE SEMESTER PROGRAM ON-CAMPUS:

Hours per semester ÷ 525 rounded to 4 decimal places x 15 units = units. Then Temporary Part-Time Credit Instructor Payment Formula as above.

5. SUBSTITUTE INSTRUCTOR SALARY SCHEDULE for:

(a) Credit Faculty and

(b) Non-Credit Faculty referenced in number 4. above :

<u>Laboratory and Field Classes</u>		<u>Less than MA</u>	<u>MA</u>	<u>Doctorate</u>
Step 1	Less than 6 years teaching	\$23.44	\$24.96	\$26.78
Step 2	6 or more years teaching	\$24.96	\$26.78	\$27.99
<u>Lecture Classes</u>				
Step 1	Less than 6 years teaching	\$26.76	\$27.99	\$29.81
Step 2	6 or more years teaching	\$27.99	\$29.81	\$31.01

6. NON-CREDIT INSTRUCTOR HOURLY SCHEDULE:

(Step Placement and Movement as provided for in Article 3.8.6.4.)

		<u>Laboratory or Lecture Lab</u>	<u>Lecture Class</u>
Step 1	0-3 quarters teaching with M CCD	\$30.14	\$33.40
Step 2	4-9 quarters teaching with M CCD	\$30.95	\$34.22
Step 3	10-18 quarters teaching with M CCD	\$31.74	\$35.06
Step 4	19 or more quarters teaching with M CCD	\$32.55	\$35.88

(Effective 1/1/86, all quarters are counted. Prior to that date, summer quarters were excluded.)

7. STIPEND \$44.96 per hour

MARIN COMMUNITY COLLEGE DISTRICT

UPM/AFT SALARY SCHEDULE

Effective July 1, 1999

<u>CREDIT</u>					
<u>Step</u>	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>
1	32,537	35,973	37,721	39,508	41,280
2	33,870	37,531	39,357	41,182	42,885
3	35,202	39,089	40,993	42,856	44,489
4	36,535	40,647	42,629	44,529	46,094
5	37,866	42,205	44,265	46,204	47,698
6	39,198	43,763	45,900	47,878	49,301
7	40,531	45,321	47,535	49,552	50,906
8	41,863	46,879	49,171	51,225	52,510
9	43,196	48,437	50,807	52,900	54,115
10	44,528	49,995	52,443	54,574	55,719
11	45,860	51,553	54,078	56,248	57,324
12	47,192	53,111	55,714	57,922	58,928
13	48,525	54,669	57,350	59,595	60,533
14	49,857	56,227	58,986	61,270	62,137
15	51,190	57,785	60,622	62,944	63,741
16	52,522	59,343	62,257	64,618	65,346
17	53,846	60,838	63,826	66,247	66,993
18	55,203	62,371	65,435	67,916	68,681
19	56,594	63,943	67,084	69,628	70,412
20	58,020	65,554	68,774	71,383	72,188

Horizontal Placement/Movement Article 3.8.7

Column 1 - Bachelor's degree or partial fulfillment of a Life Instructor's Credential in a vocational related discipline.

Column 2 - Master's degree or clear Life Instructor's Credential in a vocational related discipline with a Bachelor's degree.

Column 3 - Master's degree plus 30 semester hours subsequent to the date of the Master's degree, or Bachelor's degree plus 60 semester hours with Master's degree, or clear Life Instructor's Credential in a vocational related discipline with a Bachelor's degree and 60 semester hours subsequent to the date of the clear Life Instructor's Credential in a vocational related discipline.

Column 4 - Master's degree plus 60 semester hours subsequent to the date of the Master's degree or Bachelor's degree plus 90 semester hours with Master's degree.

Column 5 - Earned Doctorate.

UPM/AFT Salary Schedule (Continued)
Vertical Placement/Movement

1. Step 10 is the highest entering step for permanent teachers new to the District as provided for in Article 3.8.1.1.
2. Step 7 is the highest entering step for temporary noncredit ESL unit members and all other temporary non-credit unit members working the semester program on-campus as provided for in Article 3.8.1.1.
3. Step 3 is the highest entering step for temporary credit unit members as provided for in Article 3.8.1.2 and 3.8.4.1.
4. All temporary instructors placed on the salary schedule may not advance beyond Step 14 as provided for in Article 3.8.6.3.
5. Any temporary credit unit member who was placed above Step 10 in an earlier agreement and who is currently on Step 11, 12, or 13 may advance on the salary schedule to a maximum of Step 14 as provided for in Article 3.8.6. All other temporary instructors placed on the salary schedule may advance to Step 14.

Doctorate Bonus

1. A \$1,000 bonus is paid once for receiving earned Doctorate from an accredited institution while employed by the District. Any regular contract employee receiving such an award must agree to remain under contract to the District for two years after the award is granted.

Contract Payment Calculations

1. **TEMPORARY PART-TIME CREDIT INSTRUCTOR PAYMENT FORMULA:**

$$* \text{Annual salary} \times \frac{\# \text{ of units}}{30} \times 80\% = \text{Semester payment} \div 5 = \text{Monthly salary.}$$

2. **a. OVERLOAD CREDIT INSTRUCTOR PAYMENT FORMULA:**

$$* \text{Annual salary} \times \frac{\# \text{ of units}}{30} \times 80\% = \text{Semester payment} \div 5 = \text{Monthly salary.}$$

b. OVERLOAD ASSIGNMENTS AND PART-TIME TEMPORARY CREDIT ASSIGNMENTS FOR LIBRARIANS, COUNSELORS AND SCHOOL NURSES PAYMENT FORMULA:

Hours per semester $\div$ 599 (eff. Fall 1994) rounded to 4 decimal places $\times$ 15 units = units. Then Temporary Part-Time Credit Instructor Payment Formula as above.

3. **a. INTERSESSION/SUMMER SESSION CREDIT INSTRUCTOR PAYMENT FORMULA:**

$$* \text{Annual salary} \times \frac{\# \text{ of units}}{30} \times 80\% = \text{Total payment.}$$

b. INTERSESSION PERMANENT CREDIT COUNSELOR PAYMENT FORMULA:

Hours per intersession $\div$ 581 (eff. Fall 1994) rounded to 4 decimal places $\times$ 15 units = units. Then Temporary Part-Time Credit Instructor Payment Formula as above.

*Placement on UPM/AFT Salary Schedule

4. **TEMPORARY NON-CREDIT ESL UNIT MEMBERS AND ALL OTHER TEMPORARY NON-CREDIT UNIT MEMBERS WORKING THE SEMESTER PROGRAM ON-CAMPUS:**

Hours per semester : 525 rounded to 4 decimal places x 15 units = units. Then Temporary Part-Time Credit Instructor Payment Formula as above.

5. **SUBSTITUTE INSTRUCTOR SALARY SCHEDULE for:**

- (a) Credit Faculty and
 (b) Non-Credit Faculty referenced in number 4. above :

<u>Laboratory and Field Classes</u>		<u>Less than MA</u>	<u>MA</u>	<u>Doctorate</u>
Step 1	Less than 6 years teaching	\$23.70	\$25.23	\$27.07
Step 2	6 or more years teaching	\$25.23	\$27.07	\$28.30
<u>Lecture Classes</u>				
Step 1	Less than 6 years teaching	\$27.05	\$28.30	\$30.14
Step 2	6 or more years teaching	\$28.30	\$30.14	\$31.35

6. **NON-CREDIT INSTRUCTOR HOURLY SCHEDULE:**
 (Step Placement and Movement as provided for in Article 3.8.6.4.)

		<u>Laboratory or Lecture Lab</u>	<u>Lecture Class</u>
Step 1	0-3 quarters teaching with MCCD	\$30.47	\$33.77
Step 2	4-9 quarters teaching with MCCD	\$31.29	\$34.60
Step 3	10-18 quarters teaching with MCCD	\$32.09	\$35.45
Step 4	19 or more quarters teaching with MCCD	\$32.91	\$36.27

(Effective 1/1/86, all quarters are counted. Prior to that date, summer quarters were excluded.)

7. **STIPEND** \$45.45 per hour

This agreement shall constitute the entire collective bargaining agreement between the United Professors of Marin and the Marin Community College District. This contract will continue in effect through 6/30/98.

For United Professors of Marin

For Marin Community College District

Appendix C

SALARY SCHEDULES

CERTIFICATED SALARY SCHEDULE 2: A \$1000 bonus is paid once for receiving earned Doctorate from an accredited institution while employed as a regular/permanent employee by the District.

Appendix D

Vocational-Related Subjects for Salary Advancement

Per District-UPM/AFT Agreement of August 5, 1987, listed below are the Occupational Subjects allowed as Vocational-Related for Salary Advancement to Class II and Class III:

- Administrative of Justice
- Automotive Body and Fender
- Automotive Technology
- Business/Accounting
- Business/Bookkeeping
- Business/Clerical Studies
- Business/General
- Business/Management
- Business/Office Studies
- Business/Office Studies-Legal Option
- Business/Office Studies-Medical Transcriber Option
- Business/Real Estate
- Business/Retailing
- Business/Small Business Management
- Computer Information Systems/Operator
- Computer Information Systems/Programmer
- Court Reporting
- Dental Assisting: Registered
- Design, Applied
- Design, Applied-Interior
- Design, Architectural
- Early Childhood Education
- Electronics Technology
- Engineering Technology
- Fire Science
- Landscape Construction
- Landscape Maintenance
- Landscape Nursery Management Option
- Machine & Metals Technology
- Medical Assisting
- Nursing: Registered

UPM/AFT
PERMANENT/PROBATIONARY UNIT MEMBER

APPLICATION FOR WAIVER OF DISTRICT MEDICAL BENEFITS

TO: PERSONNEL DEPARTMENT

FROM: _____

Print Name

I wish to apply to the District for a waiver of my medical benefit coverage and that of my dependents with:

Circle One:

Kaiser
Health Net
Health Net Select

In applying for this waiver, I hereby certify and document with attached proof of coverage that I have comparable coverage under another plan.

I understand that in applying for this medical benefit waiver by October 1, I must accept the consequences of my decision which may include, but are not limited to:

- a) Changes in the law or insurance carrier procedures, which would preclude this option;
- b) Future changes in the District-offered medical benefits.

I understand that if approval is forthcoming by the Personnel Department, I will receive a \$1200 annual payment, or a prorata share which reflects the contract year. (October 1 to October 1). I understand that I will receive this check no later than December 15th. I further understand that I must reapply to the Personnel Department for this waiver by October 1 of each year, and provide the necessary proof of coverage. To be reinstated to District medical benefits, I must apply during the annual Fall open enrollment period to the Personnel Department.

Loss of Coverage:

In the event of loss of coverage under another plan, I understand that I may reinstate to District medical benefits, but that I must apply within 31 days of the date of loss. I would then receive a prorata share of the \$1200 annual payment which reflects that portion of the year that I waived medical benefits. (October 1 to October 1).

Date

Employee Signature

Date

Personnel Technician

UPM/AFT
TEMPORARY CREDIT UNIT MEMBERS ELIGIBLE FOR KAISER
MEDICAL COVERAGE

APPLICATION FOR WAIVER OF DISTRICT MEDICAL BENEFITS

TO: PERSONNEL DEPARTMENT

FROM: _____

Print Name

I wish to apply to the District for a waiver of my Kaiser medical benefit coverage and that of my dependents.

In applying for this waiver, I hereby certify and document with attached proof of coverage that I have comparable coverage under another plan.

I understand that in applying for this medical benefit waiver by October 1, I must accept the consequences of my decision which may include, but are not limited to:

- a) Changes in the law or insurance carrier procedures, which would preclude this option;
- b) Future changes in the District-offered medical benefits.

I understand that if approval is forthcoming by the Personnel Department, I will receive a \$1200 annual payment, or prorata share which reflects the contract year. (October 1 to October 1). I further understand that I will receive one half of this waiver payment by December 15th, with the balance being paid by check no later than March 15th of the following semester, if I remain eligible for the waiver in that Spring semester. I further understand that I must reapply to the Personnel Department for this waiver by October 1 of each year, and provide the necessary proof of coverage. To be reinstated to District Kaiser medical benefits, I must apply within 30 days of the start of the class or assignment during the Fall semester, to the Personnel Department.

Loss of Coverage:

In the event of loss of coverage under another plan, I understand that I may reinstate to District Kaiser medical benefits, but that I must apply within 31 days of the date of loss. I would then receive a prorata share of the \$1200 annual payment which reflects that portion of the year that I waived medical benefits. (October 1 to October 1).

Date

Employee Signature

Date

Personnel Technician

**TEMPORARY UNIT MEMBERS WORKING IN THE NON-CREDIT ADA
GENERATING PROGRAM WHO ARE ELIGIBLE FOR DISTRICT
CONTRIBUTION TO KAISER MEDICAL COVERAGE**

**APPLICATION FOR WAIVER OF DISTRICT CONTRUBUTION TO KAISER
MEDICAL COVERAGE**

To: Personnel Department

From: _____
Print Name

I wish to apply to the District for a waiver of the District's contribution to my Kaiser medical benefit coverage and that of my dependents. In applying for this waiver, I hereby certify and document with attached proof of coverage that I have comparable coverage under another plan.

I understand that in applying for this waiver of the District's contribution to my Kaiser medical benefit, I must accept the consequences of my decision, which may include, but are not limited to:

- a) My subsequent loss of this other medical coverage for any reason;
- b) The time which will elapse before the District an reinstate coverage (next open enrollment period);
- c) Changes in the law or insurance carrier procedures, which would preclude this opinion;
- d) Future changes in the District-offered medical benefits.

I understand that if approval is forthcoming by the Personnel Department, I will not receive any monetary remuneration from the District in lieu of this contribution. To be reinstated to District contribution for Kaiser medical benefits, I must apply by October 1 to the Personnel Department.

Date

Employee Signature

Date

Pearl Monemzadeh
Personnel Technician

MARIN COMMUNITY COLLEGE DISTRICT
Personnel Department
AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS

I, _____
(Print Name of Qualifying Partner)

and

I, _____
(Print Name of Domestic Partner)

certify that:

A. We are domestic partners of one another within the following definitions:

DEFINITIONS

Qualifying Partner. Any full-time permanent/probationary unit member who meets the criteria in B. 1. & 2. (a) through (q).

Domestic Partner. Any partner of a qualifying partner who meets the criteria in B. 1. & 2. (a) through (q).

Domestic Partnership. Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

Live Together. "Live together" means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.

Living Expenses. "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.

B. ELIGIBILITY AND ENROLLMENT CRITERIA

1. Each of us understands that in order to enroll for coverage of the domestic partner, each of us must complete, sign under penalty of perjury, and file with the District an affidavit attesting to our meeting eligibility requirements, as provided below.

2. Each of us understands that in addition to meeting the definition of domestic partnership provided in Section "A" above, we must satisfy the additional eligibility criteria provided herein.

(a) Each of us understands that the benefit must be one for which the qualifying partner's spouse would be eligible, if the qualifying partner was married. Such benefits include medical, dental and vision coverage. Retirement Medical insurance, Life Insurance and Disability Insurance are not included. Each of us further understands that benefits will not be provided for the dependents of the domestic partner.

MARIN COMMUNITY COLLEGE DISTRICT
Personnel Department
AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS
Page 2 of 4

- (b) We are domestic partners according to the definition in Section "A" above.
- (c) We have both reached the age of 18 and are mentally competent to consent to a contract.
- (d) We are each other's sole domestic partner.
- (e) Neither of us is married.
- (f) Neither of us has been a member of another domestic partnership within the previous six months, unless that domestic partnership was terminated by death.
- (g) Neither of us is related to the other by blood as would prevent us from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt, uncle).
- (h) We share the same principal place of residence and intend to do so indefinitely. Currently the address of our principal place of residence is:

- (i) Each of us agrees that we both are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership. Each of us understands that our practice need not be to contribute equally to the cost of the living expenses as long as we agree that both of us are responsible for the total cost.
- (j) Each of us understands and agrees that the qualifying partner may make health plan and other benefit elections on behalf of the domestic partner.
- (k) Each of us acknowledges that the District may require supportive documentation satisfactory to the District concerning any and all eligibility criteria. Such documentation may include a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.
- (l) Each of us understands that in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage set forth in the offered benefit plans themselves. Each of us agrees that by executing the affidavit, each agrees to be bound by the terms and conditions of coverage of the plans.
- (m) Each of us understands that under applicable federal and state tax law, District-provided benefits coverage of the domestic partner could result in imputed taxable income to the qualifying partner, subject to income tax withholding and applicable payroll taxes.

MARIN COMMUNITY COLLEGE DISTRICT
Personnel Department
AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS
Page 3 of 4

(n) Each of us agrees to notify the District within 30 days if there is any change of circumstances attested to in this affidavit. The notice is to be in the form of an amendment of this affidavit. The domestic partner agrees that the qualifying partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the domestic partner. If the qualifying partner executes such an option, that qualifying partner shall notify the domestic partner as soon as possible that his/her benefits have been terminated and it shall be sole responsibility of that qualifying partner to make such notification.

(o) Each of us understands that if either of us has made a false statement regarding his or her qualification as a domestic partner or has failed to comply with the terms of this affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorney's fees and court costs.

(p) Each of us understands and agrees that the District Administrator of any benefit plan will initially determine whether a domestic partner is qualified for benefits. Disputes shall be resolved as provided for in Article 16 of the agreement.

(q) Each of us declares under penalty of perjury under the laws of the State of California that the assertions in this Affidavit are true and correct.

Signature of Qualifying Partner

Date of Birth

Signature of Domestic Partner

Date of Birth

MARIN COMMUNITY COLLEGE DISTRICT
Personnel Department
AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS
Page 4 of 4

State of California)

)ss.

County of Marin)

On this _____ day of _____, in the year 199__, before me,

_____, a Notary Public, State of California, duly commissioned and sworn,
 personally appeared _____ and _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are
 subscribed to within this instrument and acknowledged to me that they executed the same in their authorized
 capacities, and that by their signatures on this instrument the persons executed this instrument.

WITNESS my hand and official seal.

 NOTARY PUBLIC, STATE OF CALIFORNIA

My commission expires: _____

Marin Community College District

NOTICE OF UPM/AFT UNIT MEMBER ABSENCE OR ILLNESS

TO: PERSONNEL

FROM: _____ (APPROPRIATE DEAN/DIRECTOR)

DATE: _____

The following-names Unit Member _____ has been
determined to be absent from his/her work beginning _____.

SUPERVISOR

Please note: Absence reports for Sick Leave must be submitted to the immediate supervisor within three (3) working days* after return to duty. This is a contract requirement and will allow the Personnel office to maintain accurate leave records.

A "day" is defined as any day during which District offices are open for business.

ORIGINAL TO PERSONNEL; COPY TO EMPLOYEE

Marin
Community
College
District
Kentfield, CA 94904

FACULTY Absence Report

DPOMCCD Date & Time Stamp

► **Submit to District Personnel Office.** ◀

This report is to be used to report all absences from duty, paid or unpaid, authorized or nonauthorized, including, but not limited to jury duty, military leave, emergency leave, bereavement leave, sick leave, personal necessity leave, vacation, absence without permission, and leave without pay. **Please indicate if absence is a result of work-related illness or injury.**

Name:	Classification:
Type of Absence:	Social Security Number:

Is absence from an overload class? ☐ Yes ☐ No

Dates Absent	Total Number of Hours Scheduled for Entire Day, Including Office Hrs.	Total Number of Hours Absent For Entire Day, Including Office Hrs.
1. _____ 6. _____	1. _____ 6. _____	1. _____ 6. _____
2. _____ 7. _____	2. _____ 7. _____	2. _____ 7. _____
3. _____ 8. _____	3. _____ 8. _____	3. _____ 8. _____
4. _____ 9. _____	4. _____ 9. _____	4. _____ 9. _____
5. _____ 10. _____	5. _____ 10. _____	5. _____ 10. _____

Reason for Absence: Explain in detail for those other than for own illness: _____

Name of Substitute: _____ Voluntarily Substitute? _____

See 5.3 of UPM/AFT contract. If absent due to illness or personal necessity for **a period of 3 days or less**, and your substitute voluntarily substitutes for your class/counseling session/library work, no sick leave days will be charged to your balance. The Absence Report must be submitted to the appropriate dean or director to verify that these conditions have been met.

Employee's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

*It is the responsibility of the employee to make a full report on the cause of every absence. If no such report is filed, a full salary deduction is required by law. For complete listing of leave regulations, consult the relevant labor agreement or District Policy, whichever is applicable.

FOR PERSONNEL OFFICE USE ONLY

Sick Leave Deduction Required:	Schedule:
Sick Leave and Personal Necessity Deduction Required:	Letter of Censure Required? ☐ No ☐ Yes
Other:	Letter of Censure Sent _____ Date _____

Approved: _____

Entry Through Data Terminal Required ☐ Yes ☐ No

Data Entry Initial: _____

**UPM/AFT
DONATION OF SICK LEAVE DAYS**

Unit members may voluntarily donate to other unit members up to five (5) days of their accumulated sick leave days not to exceed a total of fifteen (15) days donated to any one individual unit member in a five (5) year period. In no instance shall unit members sell and/or exchange their sick leave for monetary or other considerations.

I, _____ wish to donate _____ days
of my accumulated sick leave to _____.
Print Name of Recipient

Signature _____ Date _____

UPM/AFT
NOTIFICATION TO UNIT MEMBER OF DONATED SICK LEAVE DAYS

TO: _____

FROM: Claudette Muldowney, Personnel Technician

DATE: _____

_____ days of sick leave have been donated to you. Your sick leave balance is
_____ hours or _____ days as of _____.
Date

If you have any questions, please call me at 415/485-9520.

Contract Language

Unit members may voluntarily donate to other unit members up to five (5) days of their accumulated sick leave days not to exceed a total of fifteen (15) donated to any one individual unit members in a five (5) year period. In no instance shall unit members sell and/or exchange their sick leave for monetary or other considerations.



CONFERENCE, HONORARY LEAVE, SHORT COURSE REQUEST FORM FOR UPM/AFT UNIT MEMBERS

F 5.5 (a)

PLEASE TYPE OR PRINT FIRMLY

Name _____ Discipline(s): _____

Date of Application (Is this 15 working days in advance of leave? If not attach written request for waiver.) _____ Phone _____

Check one:

☐ Permanent/Probationary unit member

☐ Temporary (part-time) unit member (must be employed for at least 40% FTE or average 40% in academic year) Your % FTE? _____

Check one:

☐ Honorary leave (Section 5.15 of District/UPM Contract)

☐ Short course (Section 5.5.1.2 of the District/UPM Contract)

☐ District-directed/required leave (requires signature of VP/Dean)

☐ Conference leave (Section 5.5.1.2 of District/UPM Contract)

Name of Conference/Short Course: _____

(Name of organization sponsoring conference. You must attach conference or short course materials or honorary leave invitation.)

Location of Event: _____

Criteria met (check one or more):

☐ Significant benefit to the institution (explain): _____

☐ Benefit to member by staying current in own discipline

☐ Benefit to District by retraining member for teaching, counseling, librarianship, or administration

☐ Enhancement of teaching methodology

☐ Increased expertise in meeting learning needs of a changing student population, i.e., re-entry student, older student, remediation, etc.

☐ Formally invited to participate in professional activities with a recognized group, organization, or national/international body

List other MCCC personnel who will attend: _____

(Give name, teaching discipline(s))

DATES OF LEAVE: From _____ to _____ Will you share hotel costs? ☐ Yes ☐ No Transportation costs? ☐ Yes ☐ No

Dates you will be absent from class: _____ Dates and hours you will need a ☐ paid ☐ trade substitute: _____

Name(s) of paid/trade substitute: _____

BUDGET INFORMATION: (Note: All items must be completed or the form will be returned.)

Roundtrip transportation:

Hotel: Your cost for _____ nights is \$ _____

Car _____ miles @ _____/mile = \$ _____

Conference fee: \$ _____

Airfare \$ _____

Meals: \$ _____

Other: \$ _____

Other Fees: \$ _____

Total travel cost: \$ _____

If honorary leave, amount of compensation \$ _____

Above to be paid from General Funds \$ _____ Categorical Funds \$ _____ Outside Agency Funds \$ _____

APPROVALS:

Professional Affairs Committee action:

Recommended for approval, for \$ _____ Recommended for disapproval _____

Comments: _____

PAC Signature: _____ Date _____

Vice President/Dean action:

☐ Approved ☐ Disapproved (If disapproved, return to originator who may appeal; see Grievance Article in contract.)

Reason _____

Vice President/Dean signature: _____ Date _____

PINK: PAC retains; YELLOW: Vice President/Dean retains; GOLD: Vice President/Dean returns to originator; WHITE: Vice President/Dean sends to Fiscal Services

Marin Community College District

**ASSIGNED HOURS AND SUBSTITUTE ARRANGEMENTS FORM
FOR CONFERENCE OR HONORARY LEAVE
(MCCD/UPM Contract Section 5.5.3.6)**

Office: KTD _____ IVC _____ Office Phone: KTD _____ IVC _____

	8:10 to 9:00	9:10 to 10:00	10:10 to 11:00	11:10 to 12:00	12:10 to 1:00	1:10 to 2:00	2:10 to 3:00	3:10 to 4:00	4:10 to 5:00	7:00 to 10:00
Mon.										
Tues.										
Wed.										
Thurs.										
Fri.										

1. Fill out schedule, including office hours.

2. List the period of leave.

From: _____ a.m./p.m. To: _____ a.m./p.m.
Day/Time Day/Time

3. List the arrangements for covering your obligations during the above period of leave: (e.g., substitute, trade with named faculty member, etc.).

DATE

ARRANGEMENT

TO: Certificated Staff

FROM: Professional Affairs Committee

SUBJECT: CEU hours or units (Section 5.5.3.5 of Contract)

I _____ will not use units or CEU hours offered at _____
conference on _____ to advance myself on the College of Marin
salary schedule. This form will be kept on file in the Personnel Office.

Signature _____

Date _____

CONFHRSB

Marin Community College District

APPLICATION FOR SABBATICAL LEAVE

(UPM/AFT Unit Members Only)

This application form must be submitted to the Sabbatical Leave Committee by October 15 of the year preceding the fiscal year in which the sabbatical leave will be taken. Article 5, subparagraph 5.6 of the CONTRACT between THE MARIN COMMUNITY COLLEGE DISTRICT and the UNITED PROFESSORS OF MARIN/AMERICAN FEDERATION OF TEACHERS LOCAL 1610, July 1, 1998 THROUGH June 30, 2001 should be consulted by the applicant prior to filling out this form.

1. Name of applicant: _____
2. Period of leave requested (dates): _____
3. Have you taken a District sabbatical leave before? ☐ Yes ☐ No. If yes, when? _____
4. Number of consecutive years of full-time service in the District since your last sabbatical leave? _____
A year of full-time service equals:
 - A. Any academic year the employee performs assigned duties which result in 100% of paid compensation authorized on the approved salary schedule.
 - B. Any academic year the employee is granted a reduced load of 60% or more in compliance with Article 8.15 and is authorized to receive full fringe benefits.
 - C. Any academic year for eligible employees on reduced loads below 60% of paid compensation authorized on the approved salary schedule shall be calculated on a pro-rata basis (e.g., 50% load = 1/2 year service credit).
5. Number of years of legal tenure remaining after the termination of this requested leave? _____
6. Purpose(s) of Leave: ☐ Formal study, ☐ Independent study, ☐ Travel, including study or research
7. Please attach a complete description of your intended leave program, including sufficient detail for evaluation and comparison with other applications. State also the manner in which your proposed program will benefit the District.
8. Should I be awarded a sabbatical leave, I agree to render two full years, or its equivalent within four (4) semesters, of service to the District following the termination of leave; to post the required bond; and to file a report of the results of the leave to the Sabbatical Leave Committee.
9. Banked unit(s)? Yes No
 If yes - number: 1.5 units (Half Year Leave)
 10.5 units (Full Year Leave)

 Signature of applicant

SABBAPPL

GUIDELINES FOR SABBATICAL APPLICATIONS

The following guidelines are meant to facilitate the process of applying for a sabbatical leave. By following the guidelines, applicants can be sure of providing the Sabbatical Leave Committee with the kind of information which the Committee needs before it can make a fair and reasonable judgment concerning the quality of the application. However, applicants do not need to follow the specific format of these guidelines. The points dealt with here may be addressed in any order and in any structure or style.

The Contract lists three kinds of sabbatical leave: I. Formal study, II. Independent study, III. Travel.

I. FORMAL STUDY

- A. General purpose: How will your proposed plan of study relate to the overall District picture? (Are you required to create new services? Are you anticipating a change in your assignment? Are you doing this to update the knowledge in your field? To learn new techniques? etc.)
- B. Specific purposes: Which services that you now provide or expect to provide will be improved by your proposed course of study, and in what ways?
- C. Content: In which courses do you intend to enroll? Is there any reason to believe that you might not get into those courses, and in that case, what alternative courses would you undertake?
- D. Institution: At which college or university will you enroll? Why did you select that institution? Are you assured of admission? If you are not admitted, which would be your alternative?
- E. Schedule: Provide a schedule of activities, if possible, an approximation if an exact schedule cannot be provided. (The Committee suggests that you be realistic with your time!)
- F. Conclusion: If you have not already done so in sections A and B above, state what product, if any, will result from your project, what the value of your project will be to the District, your students and yourself. State how and when you will share your newly acquired information/data/experiences/insights with your colleagues.

II. INDEPENDENT STUDY

- A. General purpose: How will your proposed plan of study relate to the overall District picture? (Are you required to create new services? Are you anticipating a change in your assignment? Are you doing this to update the knowledge in your field? To learn new techniques, etc?)
- B. Specific purposes: Which services that you now provide or expect to provide will be improved by your proposed course of study, and in what ways?
- C. Justification of Independent Study: Why have you chosen to pursue this project independently rather than in an institutional context?
- D. Content: What exactly are your proposed activities? If your proposal involves reading, provide a bibliography, if possible. If you will visit other institutions, sites, or individuals, list them and their location. If your project involves research, what method will you use to gather your data?

- E. Schedule: Provide a schedule of activities, if possible, and an approximation if an exact schedule cannot be provided. (The Committee suggests that you be realistic with your time!)
- F. Conclusion: If you have not already done so in sections A and B above, state what product, if any, will result from your project, what the value of your project will be to the District, your students and yourself. State how and when you will share your newly acquired information/data/experiences/insights with your colleagues.

III. TRAVEL

- A. General purpose: How will your proposed plan of study relate to the overall District picture? (Are you required to create new services? Are you anticipating a change in your assignment? Are you doing this to update the knowledge in your field? To learn new techniques, etc?)
- B. Specific purposes: Which services that you now provide or expect to provide will be improved by your proposed course of study, and in what ways?
- C. Justification of Travel Component: Why does your proposal require travel? Show that the information/material/data/experiences you seek are best obtained through travel.

Content:

- 1. Itinerary: Make this as complete as possible. State where you will be and when you will be there.
- 2. Plan of study or research: The contract states that a travel proposal "will normally be approved" only if it involves a plan of study or research. Therefore (unless this has been explained in sections A and B above) say what your plan of study or research will be and how it will relate to your travel. In case of research what method will you use to gather your data?
- E. Conclusion: If you have not already done so in sections A and B above, state what product, if any, will result from your project, what the value of your project will be to the District, your students and yourself. State who and when you will share your newly acquired information/data/experiences/insights with your colleagues.

"SLIDING SCALE" OF VALUES FOR EVALUATING SABBATICAL LEAVE PROPOSALS

CRITERION:

- #1 Value to District, to students and to the unit member. (What the applicant may contribute following his/her return, through classroom teaching, leadership, curriculum development or teaching methods.)
- #2 Applicants not previously having been granted sabbaticals shall be given preference over candidates who have previously been granted sabbaticals.
- #3 If 1st sabbatical application, number of years since hiring date; otherwise number of years since last sabbatical.
- #4 Reasonable distribution in every discipline to the extent required by educational considerations.

According to the Contract, Criterion #1 has PRECEDENCE over #2, #2 has PRECEDENCE over #3, etc., i.e., #1 is more important and must be weighed more heavily, etc.

CRITERION #1:

Rate applications on a scale of 1 to 20

CRITERION #2:

Give 12 points to a first time application, 6 to a second, 3 to a third, 1.5 for a fourth, 0 beyond a fourth (By giving criterion #1 20 points potentially, #1 is being given PRECEDENCE over #2, which has only 12 points potentially).

CRITERION #3:

Add the number of years since hiring date (in the case of 1st application) and number of years since last sabbatical (in the case of second and third applications), not to exceed 11 points. (By giving #3 6 points potentially for minimum number of years to meet eligibility, and a maximum of 11 points, #3 is being given third priority.) (See Article 5.6.3)

TOTALS**CRITERION #4:**

Having made all other determinations, and having discovered that granting leaves based on the foregoing formula will cause a clear imbalance in the disciplines (departments, areas, colleges?), then of 2 people in the same discipline each of whom would receive a leave based on the formula, a leave will be granted only to the applicant who has the highest number of points.

FOR THE DISTRICT:

FOR UPM:

SAMPLE/"SLIDING SCALE" OF VALUES

FOR EVALUATING SABBATICAL LEAVE PROPOSALS

CRITERION:

- #1 Value to District, to students and to the unit member. (What the applicant may contribute following his/her return, through classroom teaching, leadership, curriculum development or teaching methods.)
- #2 Applicants not previously having been granted sabbaticals shall be given preference over candidates who have previously been granted sabbaticals.
- #3 If 1st sabbatical application, number of years since hiring date; otherwise number of years since last sabbatical.
- #4 Reasonable distribution in every discipline to the extent required by educational considerations.

According to the Contract, Criterion #1 has PRECEDENCE over #2, #2 has PRECEDENCE over #3, etc., i.e., #1 is more important and must be weighed more heavily, etc.

*** EXAMPLES ***

CRITERION #1:

Rate applications on a scale of 1 to 20

14	20	20	10	18
----	----	----	----	----

CRITERION #2:

Give 12 points to a first time application, 6 to a second, 3 to a third, 1.5 to a fourth, beyond a fourth (By giving criterion #1 20 points potentially, #1 is being given PRECEDENCE over #2, which has only 12 points potentially.

6	3	6	12	12
2nd appl	3rd appl	2nd appl	1st appl	1st appl

CRITERION #3:

Add the number of years since hiring date (in the case of 1st application) and number of years since last sabbatical (in the case of second and third applications), not to exceed 11 points. (By giving #3 6 points potentially for minimum number of years to meet eligibility, and a maximum of 11 points, #3 is being given third priority.) (See Article 5.6.3)

8	8	11	6	8
8 years	8 years	11 years	6 years	8 years

TOTALS

28	31	37	28	38
----	----	----	----	----

CRITERION #4:

Having made all other determinations, and having discovered that granting leaves based on the foregoing formula will cause a clear imbalance in the disciplines (departments, areas, colleges?), then of 2 people in the same discipline each of whom would receive a leave based on the formula, a leave will be granted only to the applicant who has the highest number of points.

FOR THE DISTRICT:

FOR UPM:

**SUBMIT THIS FORM TO THE PROFESSIONAL AFFAIRS COMMITTEE (PAC) VIA
THE PERSONNEL DEPARTMENT**

REQUEST FOR UNPAID LEAVE

Pursuant to provisions of Section 5.8 of Article 5 of the contract between the Marin Community College District and the United Professors of Marin/American Federation of Teachers, I hereby request an unpaid leave of absence:

Name of Applicant: _____

Period of Leave: _____

Purpose of Leave:

_____ Study

_____ Educational Travel

_____ Research

_____ Organizational Service

_____ Public Service

_____ Private-Sector Employment

_____ Other (please specify) _____

Explanation:

Any banked unit(s)? Yes | No | |

If yes - number _____

Signature

Date: _____

MARIN COMMUNITY COLLEGE DISTRICT
CONSTRUCTIVE RECEIPTS WAIVER FOR UNITS BANKED

For Calendar Year _____ only

I, _____, (please print) voluntarily agree to revoke my ability to withdraw, at my request, my deferred compensation for banked units earned during this calendar year only as outlined in Section 5.17.4 of the MCCD/UPM bargaining agreement.

I agree that the only way that my banked units for this calendar year can be retrieved is through a District-approved leave as outlined in Sections 5.17.2, 5.17.3 and 5.17.4 of the bargaining agreement, or by resignation, retirement, termination, or death.

Signature

Date

Printed Name of Employee

I understand by electing not to sign the above waiver that the District will report all compensation earned from banked units as taxable income this calendar year.

Signed:

Date

Printed Name of Employee

Please sign original and forward to Payroll

10/13/99

**COLLEGE OF MARIN
REQUEST FOR EMPLOYEE/FAMILY CARE LEAVE
AND MEDICAL CERTIFICATION FORM**

TO BE COMPLETED BY EMPLOYEE

Employee Name

A. Sections 1-5 must be completed by the employee for all employee/family care leave requests.

1. Patient/Child Name _____

2. Patient's/Child's Relationship to Employee _____

3. Date of Injury/Illness/Event _____

4. Probable Duration of Injury/Illness/Event _____

(a) ____ Continuous for ____ weeks.

(b) ____ Intermittent: This is my proposed work schedule.

5. Does the patient require inpatient care in a hospital or residential health care facility? ____ YES ____ NO

(Print Employee Name)

Employee Signature

B. If you are requesting leave due to the birth or adoption of a child or placement of a foster child, sign the following declaration:

I declare under penalty of perjury of law that my request for leave under the College of Marin Employee/Family Care Leave Policy is based on the birth of my child, the adoption of a child by me, or the placement of a foster child with me.

(Print Employee Name)

Employee Signature

TO BE COMPLETED BY HEALTH CARE PROVIDER

C. Complete this section if the employee is requesting leave due to the serious health condition of a family member. Skip to Section D if the employee is requesting leave on account of his/her own serious health condition.

1. Does the patient require assistance for: (Please check all applicable)
 - ☐ basic medical care
 - ☐ hygiene
 - ☐ nutritional needs
 - ☐ safety
 - ☐ transportation
2. Is the employee's presence necessary or would it be beneficial to the care of the patient? ☐ YES ☐ NO
3. Estimate amount of time the employee's care is necessary or would be beneficial to the patient. _____
4. Dates of planned medical treatments or visits if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedules of hours per day or days per week. _____

5. Additional Comments: _____

D. Complete this section if the employee is requesting leave due to the employee's own serious health condition.

1. I have reviewed the attached description of job duties and I certify that because of the employee's serious health condition, the employee is unable to perform the essential functions of his/her position.
☐ YES ☐ NO
2. Dates of planned medical treatments or visits if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedules of hours per day or days per week.

3. Anticipated Return to Work date _____
4. Additional Comments: _____

E. **DECLARATION BY HEALTH CARE PROVIDER:**

F 5.18

I certify under penalty of perjury of law that the information I have provided is true and accurate.

Name/Title (Please print) _____

Name/Title (Signature) _____

Address _____

Telephone _____ Date _____

For Personnel Department Use Only

Employee Meets All Requirements: Yes _____ No _____

If "No", explain:

Manager Notified of Request: (Check) _____

Approval/Disapproval:

Personnel Department Date _____

Superintendent/President Date _____

**SUBMIT THIS FORM TO THE PROFESSIONAL AFFAIRS COMMITTEE (PAC) VIA
THE PERSONNEL DEPARTMENT**

VOLUNTARY TRANSFER AGREEMENT

Pursuant to provisions of Section 6.1 of Article 6 (page 6-1) of the contract between the Marin Community College District and the United Professors of Marin/American Federation of Teachers I hereby request, and will accept if granted, a transfer for the period from:

_____ to: _____.

From: Service Unit (e.g. discipline and/or campus)

Location _____

To: Service Unit (e.g. discipline and/or campus)

Location _____

Effective Date: _____

The following criteria are reproduced from the District UPM/AFT contract:

6.1.1.2 Minimum Qualification (majors or minors). Qualified to perform the services required; plus Section 6.1.1.1.2.

6.1.1.3 Experience. Must have taught/worked or successfully completed at least six (6) units of upper division or graduate courses in the discipline(s) involved in the two (2) years preceding the transfer.

6.1.1.4 Seniority. If all the factors noted above are equal, the bargaining unit member with the most seniority shall have preference except as provided for in 6.3.4.

Unit Member

Recommend/Do Not Recommend:

PAC Signature

Date

Vice President/Dean

Unit Member

INVOLUNTARY TRANSFER AGREEMENT

Pursuant to provisions of Section 6.3 of Article 6 (page 6-1) of the contract between the Marin Community College District and the United Professors of Marin/American Federation of Teachers you are hereby notified that, for the period from

_____ to: _____ you are to be transferred

From: Service Unit (e.g. discipline and/or campus) _____

Location _____

To: Service Unit (e.g. discipline and/or campus) _____

Location _____

Effective Date: _____

Vice President/Dean Signature Date

A unit member may request a reduced load as an alternative to an involuntary transfer. If you wish to request a reduced load, you may do so by completing the following and returning to the Vice President or Dean whose name appears above within one week.

I hereby request a reduced load as an alternative to the involuntary transfer described above.

Unit Member Signature Date

Marin Community College District

ASSIGNMENTS

Pursuant to provisions of Section 6.4 of Article 6 of the contract between the Marin Community College District and the United Professors of Marin/American Federation of Teachers as a permanent/probationary unit member, I hereby consent to the assignments(s) initialed below for the period of:

_____. Effective Date: _____

- 1) A full assignment of
 - a. three (3) days and three (3) evenings per week
 - b. four (4) days and two (2) evenings per week
 - c. five (5) days and one (1) evening per week
 - d. six (6) days with or without evenings
- 2) Teaching more than
 - a. three (3) consecutive lecture hours
 - b. four (4) consecutive laboratory
 - c. combined lecture-and-laboratory hours
- 3) A split assignment between Indian Valley Campus and the Kentfield Campus on the same day without mileage paid at the then-current approved Internal Revenue Service rate.
- 4) A day assignment following an evening assignment by less than eleven (11) hours.
- 5) a. More than three (3) new preparations in any one (1) academic year.
 - b. More than two (2) new preparations in any one (1) semester.

A new preparation is a course of two (2) units or more which the unit member has not taught within the previous (3) years.
- 6) Prisons or jails.
- 7) More evening assignments per academic year than each of the other permanent/probationary unit members in my discipline.
- 8) Contract non-FTES (fee-based) classes.
- 9) Media courses
- 10) An extended workyear assignment as defined in Article 8.22.

Unit Member

Date

Dean/Director

Date

ASSIGNMT

DISTRICT DIRECTED ASSIGNMENTS

Pursuant to provisions of Section 6.5 of Article 6 of the contract between the Marin Community College District and the United Professors of Marin/American Federation of Teachers, the District requires the unit member to perform the assignment(s) initialed below for the period of:

_____. Effective Date: _____

- 1) A day assignment following an evening assignment by less than twelve (12) hours.
- 2) A day assignment of three (3) work days plus evening assignments on two (2) evenings without one (1) of the evenings occurring on the same calendar day as one (1) of the work days.
- 3) A day assignment requiring four (4) work days and one (1) evening if the evening assignment does not fall on one (1) of the assigned work days.

Unit Member

Date

Vice President/Dean

Date

ETCUM Availability Form

F 6.8.2 E.

Beginning in the Fall semester of 1995, it shall be the responsibility of each ETCUM (Eligible Temporary Credit Unit Member) to notify the district in writing of his/her wish to be considered for the assignment of available temporary credit units and of the days and times during which he/she is available to work during the next semester. Such notification shall be accomplished by completing this ETCUM Availability Form and returning it to the Personnel Department on or before February 1 for Fall semester assignments and September 15 for Spring semester assignments. No ETCUM shall be considered for hiring for the next semester unless the ETCUM Availability Form is returned by the above deadline.

An ETCUM who indicates that he/she is not available for assignment in the coming semester shall not forfeit his/her ETCUM status and by the timely submission of an ETCUM Availability Form shall be considered for assignment in subsequent semesters for which he/she has ETCUM status as defined in 6.8.1 of the CBA.

Please Check one of the following:

_____ Do **not** consider me for assignment of temporary credit units in any discipline for which I am eligible for the coming _____ (Fall/Spring) semester.

_____ I wish to be considered for assignment in the following discipline(s):

Caution: Failure to work in a given discipline (excluding substitution and intersession) during two consecutive academic years shall result in the loss of ETCUM status in that discipline.

Cross out any days/times you are NOT available for assignment:

FACULTY PROGRAM CARD



Name _____ Semester _____
 Address _____ Home Phone _____
 Office: CoM _____ IVC _____ Office Phone: CoM _____ IVC _____

	8:10 to 9	9:10 to 10	10:10 to 11	11:10 to 12	12:10 to 1	1:10 to 2	2:10 to 3	3:10 to 4	4:10 to 5	7:00 to 10
Mon.										
Tues.										
wed										
thurs										
Fri.										

Name _____

Signature _____ Date: _____

Note: You may make additional copies of this form for possible future use.

Marin Community College District

INSTRUCTIONAL PERFORMANCE OBSERVATION FORM

Evaluator will indicate which items appeared during the observation by checking the appropriate line.

Check if
Observed

Notes and Comments

COMMUNICATION INSTRUCTIONAL GOALS

_____ provided outline of course objectives

_____ related instruction to course goals

_____ disclosed social and or intellectual importance of definitions, processes and/or issues under examination

METHODS OF INSTRUCTION

_____ lecture

_____ discussion

_____ laboratory

_____ clinical

_____ autotutorial

_____ presented material in an organized manner

_____ compare/contrast concepts, definitions, evaluations, processes, theories, etc.

_____ provided examples of material under consideration

_____ provided causal analyses and application theory

_____ supervised laboratory assignments

_____ supervised rehearsals

_____ supervised use of information service technology

_____ questioned students

_____ answered questions

_____ was receptive to student questions

_____ encouraged student participation

_____ requested student feedback

Instructional Performance Observation Form Continued

_____ provided individual attention for students with problems _____

UTILIZED

_____ role play _____

_____ simulation _____

_____ demonstration _____

_____ games _____

_____ audio or visual teaching aids (film, TV, overhead projector, slides, video, etc.) _____

_____ other methods observed _____

STUDENT CLASSROOM BEHAVIOR

_____ appeared attentive _____

_____ took notes _____

_____ participated in discussions _____

_____ performed assigned tasks _____

_____ asked for assistance _____

Evaluee: _____

Class visited: _____

Visited on the day of _____, **hours of** _____

Signature of evaluator: _____

This form is to be attached to the "Evaluation Report" that is signed by the evaluatee and the Faculty Advisor.

Marin Community College District

HEALTH CENTER NURSE PERFORMANCE OBSERVATION FORM

Evaluator will indicate which items appeared during the observation by checking the appropriate line.

Check if
Observed

Notes and Comments

_____ provides information or access to information
regarding health services available on campus or
in the community

_____ provides information or access to information
regarding mental health facilities when appropriate

_____ provides health counseling

_____ develops working relationships with clients

_____ is attentive to clients

_____ attempts to understand clients needs

_____ provides the client with time to express his/her
needs

_____ provides an opportunity for follow-up meetings

_____ protects the privacy of the client

_____ provides emotional support when appropriate

_____ provides up-to-date health information

_____ provides appropriate forms required by the client

_____ provides appropriate medical services as provided
by law and District policy

Evaluee: _____ **Date and time visited:** _____

Signature of evaluator: _____

This form is to be attached to the "Evaluation Report" that is signed by the evaluee and the faculty advisor.

PONURSE

Marin Community College District

LIBRARIAN PERFORMANCE OBSERVATION FORM

Evaluator will indicate which items appeared during the observation by checking the appropriate line.

Check if
Observed

Notes and Comments

_____ assists patrons in utilizing the library's resources students faculty staff others	_____ _____ _____
_____ instructs students in library skills/research methods in formal classes in informal sessions	_____ _____
_____ develops and maintains a collection of materials to support the instructional program	_____
_____ communicates with appropriate faculty if coordination of library services with course assignments is requested by faculty	_____ _____
_____ develops and/or teaches credit and/or non-credit classes in library skills	_____
_____ develops print and/or non-print instructional aids to facilitate use of the library	_____
_____ directs patrons to alternative institutional sources of information not available within the MCCD	_____ _____
_____ participates in non-librarianship curriculum development and/or instruction - at his or her self initiation	_____ _____
_____ participates in the selection and/or processing of new library materials	_____

Evaluatee: _____ **Date and time visited:** _____

Signature of evaluator: _____

This form is to be attached to the "Evaluation Report" that is signed by the evaluatee and the faculty advisor.

NOTE: No single librarian is expected to perform all of these tasks in any single observation period and it is understood that some librarians specialize in the services that they provide.

Marin Community College District

COUNSELOR PERFORMANCE OBSERVATION FORM

Counseling Session concerned (circle all relevant topics):

Note: No single counselor is expected to perform all of these tasks in any single observation period and it is understood that some Counselors specialize in services that they provide.

- a. Scheduling of classes
- b. College of Marin Graduation requirements
- c. Degree or certificate requirements
- d. State College or University transfer requirements
- e. Other transfer requirements
- f. Personal problems
- g. Vocational decisions (e.g., test interpretation)
- h. Information on other College services/resources
- i. New student information
- j. Financial aid information
- k. Other (explain): _____

Evaluator will indicate which items appeared during the observation by checking the appropriate line.

**Check if
Observed**

Notes and Comments

COUNSELING KNOWLEDGE/SERVICES

_____ The Counselor provides course requirements and prerequisites related to the student's interests, abilities, and goals.

_____ The Counselor helped the student develop educational goals and provided the student with alternatives such as, but not limited to, various educational programs leading to a 2-year degree or transfer, etc.

_____ The Counselor did not make decisions for the student, but instead, placed the responsibility of decision making onto the student by introducing options for consideration.

_____ The Counselor helped the student understand unclear information and/or told the student how to find further resources such as, but not limited to, financial aid, graduation, or transfer requirements.

_____ The Counselor assisted the student in defining his/her needs.

Counselor Performance Observation Form Continued

_____ The Counselor maintains student records as required by Education Code/Title V.

_____ The Counselor appeared attentive.

_____ The Counselor protects the privacy of the student as appropriate.

_____ The Counselor provides the opportunity for the student to express his/her concerns and opportunities for follow-up meetings as needed.

_____ The Counselor provides information and access to information regarding long-term personal counseling.

Evaluee: _____ **Date and time visited:** _____

Signature of evaluator: _____

This form is to be attached to the "Evaluation Report" that is signed by the evaluee and the faculty advisor.

STUDENT EVALUATION OF COURSE AND INSTRUCTOR

Date: _____ Instructor's Name _____

Course Title and Number _____ Days and Hours _____

The following information is requested of you by your instructor for his or her use in maintaining the quality of instruction.

(1) Strongly Agree, (2) Agree, (3) Disagree, (4) Strongly Disagree, (NA) Not Applicable

1. The requirements for the course have been made clear.
2. The instructor was available during scheduled office hours.
3. The instructor seemed genuinely concerned with student achievement.
4. Challenging questions and problems for discussion were raised in class.
5. Student questions and opinions were encouraged.
6. Class presentations appeared organized and clearly presented.
7. Major points of the course were clearly identified in class.
8. The course has stimulated my interest in the subject.
9. Helpful examples or illustrations were used to clarify course content.
10. Audio or visual aids helped your understanding of the course content.
11. The overall value of class discussions has been valuable.
12. The overall value of the laboratory experience has been valuable.
13. The overall quality of instruction in this course has been valuable.
14. Students are given an opportunity to participate in class activities.
15. Students are treated with courtesy.

----- STUDENTS IN NON-CREDIT CLASSES STOP HERE AND GO TO QUESTION #31 -----

16. Course requirements were clearly presented.
17. Students were informed how they were to be evaluated.
18. Examinations reflected the emphasized aspects of the course.
19. The course covered the material described in the catalog description.
20. The course appeared difficult given my level of preparation.
21. This course demands more study than other courses of equal credit.
22. The students were encouraged to think analytically.
23. The text presented its material clearly.

(1) Too Difficult, (2) Difficult, (3) Appropriate, (4) Too Easy, (N/A) Not Applicable

- 24. I consider the level of difficulty of the text to be
- 25. I consider the level of difficulty of the supplementary readings to be
- 26. I rate the level of difficulty of the examinations as
- 27. I rate the level of difficulty of the lectures as

Optional Supplementary Student Data

- 28. Which of the following best describes this course for you?
(1) Major requirement, (2) Minor requirement, (3) College requirement, (4) Elective, (5) Other
- 29. What is your approximate grade point average?
(1) 3.5 - 4.0, (2) 3.0 - 3.49, (3) 2.5 - 2.99, (4) 2.0 - 2.49, (5) Below 2.0
- 30. How long have you attended college?
(1) First year, (2) Second year, (3) more than two years, (4) Graduate Student, (5) Other
- 31. Which is your age group?
(1) Below 18, (2) 18 - 22, (3) 23 - 30, (4) 31 - 50, (5) Over 50
- 32. **(1) Male, (2) Female**

Please Indicate the Following

- 33. The best features of this class
- 34. Any undesirable features of this class
- 35. Changes, if any, that you would suggest

Additional Items Added by the Instructor

STUDENT EVALUATION OF LIBRARIAN INSTRUCTION

Date: _____ Librarian's Name _____
Course Title and Number _____ Days and Hours _____

The following information is requested of you by your instructor for his or her use in maintaining the quality of instruction.

(1) Strongly Agree, (2) Agree, (3) Disagree, (4) Strongly Disagree, (NA) Not Applicable

1. Librarian spoke in clear and distinct manner.
2. Librarian appeared well-prepared.
3. Librarian geared presentation to the requirements of the class.
4. Librarian was open to students' questions.
5. Librarian explained material in a way I could understand.
6. Librarian's presentation was informative.
7. Librarian's presentation made me feel less intimidated about library research.
8. What changes, if any, would you suggest for this presentation?

Additional Items Added by the Librarian

STUDENT EVALUATION OF INDIVIDUAL COUNSELING SESSION

Counselor's Name _____

Date: _____ Hour: _____

The following information is requested of you by your counselor for his/her use in maintaining the quality of counseling.

1. My Counseling Session concerned (circle all relevant topics):

- a. scheduling of classes
- b. College of Marin Graduation requirements
- c. Degree or certificate requirements
- d. State College or University transfer requirements
- e. Other transfer requirements
- f. Personal problems
- g. Vocational decisions (e.g., test interpretation)
- h. Information on other College services/resources
- i. New student information
- j. Other (explain: _____)

(1) Strongly Agree, (2) Agree, (3) Disagree, (4) Strongly Disagree, (NA) Not Applicable

- 2. The Counselor provided course requirements and prerequisites related to my interests/abilities/goals.
- 3. The Counselor helped me develop my educational goals and provided me with alternatives.
- 4. The Counselor did not make decisions for me but instead placed the responsibility of decision making on me by introducing options for my consideration.
- 5. The Counselor focused on my potentials, not limitations.
- 6. The Counselor helped me understand unclear information and/or told me how to find further resources.
- 7. The Counselor assisted me in defining my needs.
- 8. The information and/or counseling I received was helpful and effective.
- 9. In what ways could the Counselor have been more helpful or effective?

PROFESSIONAL SELF-EVALUATION CRITERIA

Unit Member utilizing the Professional Self-Evaluation Form may use all or any of the following categories in completing their report. Unit Member may ignore items which are not applicable to their assignment.

1. Professional Objectives and Methods

- 1.1 List your professional objectives by specific course, activity or service assignment(s).
- 1.2 Describe the methods by which you intend to achieve the objectives stated above.

2. Effects On Students

- 2.1 Describe how you have assessed the effectiveness of your professional work with students.
- 2.2 Provide evidence of your effectiveness.

3. Efforts At Improving Professional Competency

- 3.1 List all discipline and/or occupationally related formal learning experiences you have had in the last four years (formal learning experiences include classes, conferences, workshops, seminars, professional training sessions and similar experiences).
- 3.2 List all discipline and/or occupationally related informal learning experiences you have had in the last four years (informal learning experiences include attendance at concerts, exhibits, performances, site visitations, discipline related private sector employment and other similar experiences).
- 3.3 Professional reading over the last four years (books, articles, journals, information services or other information sources).
- 3.4 List any other efforts you have made to improve your professional competency.

4. Service To The District

- 4.1 Membership on college, District, or contract-related Union committees.
- 4.2 Special assignments, e.g., grants, leaves of absence for special tasks, task force membership, reduced loads for special assignments, or other special assignments for the District or the Union.
- 4.3 Other relevant activities.

5. Service To One's Discipline(s)

- 5.1 Membership in professional associations, publications, papers presented, performances given, exhibits presented, conventions attended, professional positions held, honors earned, educational materials developed or educational methods improved.

6. Future Professional Development

- 6.1 List any plans you have for future professional development.
- 6.2 Describe how the District's management, the Union and/or your colleagues might facilitate your future development as a professional.

Marin Community College District

STATEMENT OF PROFESSIONAL OBJECTIVES

(Probationary Only)

Unit members may choose to interpret this "Professional Objectives" option as applying to their instructional objectives in their respective courses or they may interpret their "Professional Objectives" as much broader and consequently may emphasize program development, innovative instructional methodology or improvements within existing professional methodologies. In either pattern of interpretation, the "Professional Objectives" option emphasizes the impact the unit member anticipates having on his or her students.

If your interpretation of this option emphasizes course related instructional objectives then follow the guidelines stated immediately below:

1. List your course objectives by course topic area (probationary faculty should do this for a minimum of two courses);
2. Describe the educational experiences you have designed to assist students in accomplishing each course objective;
3. Describe how you have assessed the effectiveness of your efforts at accomplishing each course objective;
4. Provide evidence of your effectiveness in accomplishing each course objective.

If your interpretation of this option emphasizes broader considerations than course and topic related objectives then use the following guidelines:

1. List your professional objectives including the positive effects intended for students by your teaching, counseling, librarianship, nursing, media coordination, or other professional services to be provided;
2. Describe the ways in which you intend to achieve the objectives stated above;
3. Describe the means you will use to assess the effectiveness of your efforts at achieving your objectives;
4. Provide evidence of your effectiveness in achieving each of your professional objectives.

Both of the above options may be used if desired by the unit member.

EVALUATION PROGRESS REPORT

Article 7.3.5 requires that the UPM Peer Evaluator submit an evaluation process progress report to the supervising Vice President of the unit member being evaluated by December 1.

Unit Member Evaluatee

Peer Evaluator

PERFORMANCE OBSERVATION.....

Date completed or scheduled

STUDENT EVALUATIONS 1.

Date completed or scheduled

2.

Date completed or scheduled

FINAL WRITTEN EVALUATION.....

Due no later than April 15 to District
Personnel Department

EVALPROG

EVALUATION REPORT

NAME _____ DATE OF EVALUATION _____

TITLE _____ ADVISOR TO THE EVALUATOR _____

The evaluatee, a probationary / permanent / temporary credit / temporary non-credit (circle one) unit member, and a member of the unit under the terms of the contract, has been evaluated according to the provisions of the contract. Comments are based solely upon the information derived from the negotiated evaluation process (including the student evaluation component).

Based solely on information derived from the above evaluation, the following recommendations are offered for your review:

Signature of Evaluator, Title_____
Date

After reviewing the comments and discussing your performance review with your evaluator, write any comments that you feel are appropriate. Your signature does not indicate agreement with this report, and is required only to indicate that you have had an opportunity to review the evaluation report and discuss the contents with the evaluator. If necessary, you may attach additional sheets of the same size.

Signature of Unit Member_____
Date_____
Signature of Unit Member Advisor_____
Date

EVALRPCT

10-2997

[illegible]

STUDENT EVALUATION OF INSTRUCTOR

Instructor _____ Class _____ Section # _____

Please Indicate the Following

1. Which of the following best describes how you were treated by your coach at the College of Marin?

- a) student-athlete
- b) athlete only
- c) object
- d) friend
- e) indifferently

Describe your answer to question # 1 below:

2. How did you find out about the College of Marin? (Circle all answers which apply)

- a) coach / recruited
- b) counselor
- c) friend
- d) advertisement
- e) none of the above

If you were recruited, describe below what you liked or disliked about the process.

3. What were the best features of your athletic experience?

4. What could be improved in your athletic experience?

5) Summarize the performance of the coach and his or her staff and list areas of possible improvement.

Additional items Added by Instructor

COACHING PERFORMANCE OBSERVATION FORM

Evaluator will indicate which items appeared during the observation by checking the appropriate line. Observations will be done a minimum of (3) practice sessions and (1) contest per individual.

Check if
Observed

Notes and
Comments

PROFESSIONAL BEHAVIOR

enthusiastic about his / her profession
presents a positive role model for athletes
demonstrates collegial relationship with staff members

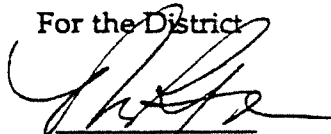
PROGRAM DEVELOPMENT

enforces team rules in a fair and equitable manner
questions students
answers students
was receptive to student questions
requests student feedback
demonstrates concern for the welfare of his/her athletes
has the respect and attention of his or her players and peers
supervises all activity as related to practice and contests
supervises non-certificated hourly staff
secures facility upon completion of practice / contest

COACHING TECHNIQUE

establishes team and individual goals and objectives
conducts well organized practice sessions
develops a practice plan tailored for team needs
utilizes his / her coaching staff competently
demonstrates the ability to analyze and correct errors
demonstrates the ability to teach fundamental skills
knowledgeable about a variety of tactics and strategies
provides causal analyses and application of theory
employs various techniques to enhance student learning
lends a sense of purpose to the practice / contest

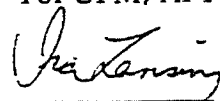
For the District



Date

10/24/95

For UPM/AFT



Date

10/16/95

Instructor's Name _____

Course Title and Number _____

The following information is requested by you by your instructor
for his or her use in maintaining the quality of instruction.

(5) Strongly Agree (4) Agree (3) Disagree (2) Strongly Disagree (1) Not Applicable

1. The requirements for participation as an intercollegiate team member have been made clear to me.

2. You have been briefed and understand the athletic regulations which may effect your eligibility.

3. The conduct guidelines of the Bay Valley Conference have been explained.

4. The coach represents the team well both on and off the court/field.

5. The coach is fair in dealing with players.

6. The coach demonstrates a concern for my personal welfare as an individual and an athlete.

7. Practice material is presented in an organized and timely fashion.

8. Practice sessions are designed to be challenging, interesting and relevant to student-athletes.

9. Practice/Game goals and expectations for team development are made clear.

10. Individual goals and expectations for personal development are made clear.

11. Practice sessions are of value to the student athlete.

12. The method and variety of instruction used by the coach has improved my skill level.

13. Helpful examples, demonstrations, or illustrations are used to improve skills development.

14. Practice sessions are well planned with little time being wasted.

15. Skills and concepts are presented in an understandable format.

16. Once the material has been presented, enough repetitions are used to improve my physical and/or mental skills.

17. All practice and game situations are linked to specific objectives.

18. A variety of teaching aids, such as video technology, are used to enhance the process of skills development.

19. The coach demonstrates a thorough understanding and knowledge of his/her coaching field.

20. The coach is organized for both practice and game situations.

21. The coach has my confidence and respect.

22. The coach effectively utilizes the assistant coach.

23. The coach is concerned with my academic as well as athletic performance.

24. The coach is responsive to student questions.

25. The coach answers questions in a clear and understandable manner.

26. The coach treats the ideas and opinions of the players with respect.

27. The coach provides a forum where differences of opinion between a coach and player can be aired.

28. The coach is enthusiastic towards each team practice and contest.

29. Working with this coach has helped me move towards achieving my athletic goals.

30. Working with this coach has helped me move towards achieving my academic goals.

31. Working with this coach has helped me move towards achieving my personal goals.

Instructor Evaluation Questionnaire
Community Education & Services
Draft
Revised 4/2/99

F 7.4

Preparation/Teaching Skills

1. The instructor comes to class well prepared
2. The instructor's presentations are organized
3. The instructor appears to be well informed and up to date on the subject matter
4. The instructor provides a sufficient number of definitions, examples and illustrations to help me understand the concepts.....
5. Group discussions are relevant to the topic
6. The instructor's presentation is clear and audible.....

Student Interaction/Teaching Commitment

7. The instructor encourages questions from the students
8. The instructor answers questions in a manner which promotes learning
9. The instructor inspires me to become engaged with the subject
10. The instructor appears to know when a student does not understand the material
11. The instructor treats all students courteously.....

Professionalism

12. The instructor arrives in class on time
13. The instructor is enthusiastic about the subject
14. The instructor stimulates intellectual curiosity
15. The instructor is tolerant of alternative views.....
16. The instructor is careful and precise when answering questions
17. The description of the class in the course catalog is accurate.....
18. The textbook and supplementary materials are appropriate to the course
19. Audio and/or video aids helped my understanding of course content
20. Overall rating of this instructor.....
21. Overall rating of this class

Please give us your opinion on the following:

F 7.4

23. The three best features of the class:

24. Improvements or changes you would suggest for:

a) the course:

b) the instructor:

25. Other courses you would like to see offered at the college:

26. Your comments on staff; registration; facilities; parking; services; other

Participation Information Section

27. How did you learn about this course?

Radio College brochure Flyer College web page Other

28. What times do you prefer to attend classes?

Weekday Weekday evenings Friday evenings Saturday Sunday
afternoons

29. Do you prefer one-day workshops or classes which meet weekly for two-three hours?

One-day workshops Weekly/Successive (example: 7-9 p.m. every
Thursday for eight weeks

30. Please indicate your primary reason for taking noncredit classes at College of Marin.

To upgrade skills For personal growth Teacher's reputation
Affordable course fees Other

31. Is this the first time you have been enrolled in a noncredit class at College of Marin?

Yes No

32. Do you take adult education classes at other facilities?

Yes No

33. Please indicate where you take similar classes.

Learning Annex Parks & Recreation Tam District Adult Ed.
U.C. Berkeley Extension Other

34. Sex:

Male

Female

F 7.4

35. My age is:

18-30

31-40

41-50

51-65

65+

36. My highest level of education is:

High School

One year college

A.A. degree

B.A/B.S. degree

Graduate degree

37. Annual household income:

\$15,000-\$25,999

26,000-\$34,999

35,000-49,999

\$50,000+

facevalcomplete98.doc

College of Marin
Nursing Home/Senior Day Program
Instructor Evaluation Survey
Draft
Revised 4/2/99

F 7.4.4

Course Title
Course Number
Quarter and Year
Instructor Name

Preparation/Teaching Skills

1. The instructor comes to class well prepared
2. The instructor varies course content from week to week.....
3. The instructor uses a variety of classroom aids to engage students' attention
4. The instructor's presentations provide a sense of connection to the larger world.....
5. The instructor presentations are thoughtful and current
6. The instructor presents subject matter in a manner that engages students.....
7. The instructor demonstrates ability to engage students of varying cognitive levels
8. The instructor's presentation is clear and audible

Student Interaction/Teaching Commitment

9. The instructor makes an attempt to learn students' names
10. The instructor engages students' interest.....
11. The instructor enlists student participation.....
12. The instructor treats all students courteously and with kindness.....
13. The instructor attempts to make contact with students throughout the class.....
14. The instructor is knowledgeable and skilled with the differing functional levels of your population

Professionalism

15. The instructor arrives in class on time
16. The instructor begins and ends the class as scheduled by the college
17. The instructor is enthusiastic about the subject
18. The instructor conducts the class in an energetic manner
19. The instructor organizes presentations help create a sense of connection with the larger world for the student (e.g. music appropriate to season, etc.)

Overall Value

20. I would like this course to continue
21. I would like to see this instructor continue with this course.....
22. Overall rating of this instructor.....
23. Overall rating of this course.....

Submit this form to the UNION-DISTRICT WORKLOAD COMMITTEE (UDWC) via the PERSONNEL DEPARTMENT.

REQUEST FOR REASSIGNED TIME, STIPEND, OR OVERLOAD

Name: _____ Dept. _____ Phone: _____

Check one category:

II. Externally funded: available through a grant or other externally funded source

Funding source? _____

III. On-going: activities of two or more semesters duration, including, but not limited to, coordination responsibilities, department chair duties, etc. (specify purpose)

IV. Academic Senate: for unit member serving as President or Officers of the Academic Senate or as chairs of the Curriculum Committee or Academic Standards Committee

V. Instructional or learning development: individual research and development projects by the unit member for one or two semesters, or the Teaching Resource Center Coordinator position. Said projects shall be for the exclusive purposes of evaluating, and developing new curricula deemed feasible (as opposed to course preparation for current curricula); evaluation and improvement of instructional effectiveness; improving student learning; increasing student enrollment and retention; and encouraging the adoption of instructional, learning or technical innovations.

Teaching Overload (list class(es))

PROJECT/SERVICE PROPOSAL REQUEST FOR REASSIGNED TIME, STIPEND, OR OVERLOAD

for _____
semester year

Project/Service Starting Date: _____ Project/Service Ending Date _____

I. Title and brief summary of your project/service:

II. Complete description of the project/service including objectives (attach sheets).

When describing your project/service, be sure to address the following criteria:

All requests for reassigned time overloads or stipends shall be evaluated using some or all (as explained below) of the following criteria. For the purpose of ranking, points are to be awarded using the scale indicated. (Refer to Article 8.3.3 of the CBA).

- (1) The problem or need addressed has been adequately thought out and described (0-10 points).
- (2) The problem or need addressed is in support of one or more of the college's goals and objectives (0-7 points).
- (3) The project activities are likely to contribute to updating curricula or instructional effectiveness (0-10 points).
- (4) The project activities are likely to increase student learning and/or retention (0-10 points).
- (5) The project activities are likely to encourage the adoption of instructional, learning or technical innovation(s) at the discipline, department and/or instructional levels (0-7 points).
- (6) The proposed cost and probable availability of personnel, equipment, supplies and/or operational support will be available (0-5 points).
- (7) The project activities will not adversely effect the discipline or department budget, facilities or schedule (0-5 points).
- (8) The applicant(s) appears to have adequate experience and/or training to carry out the proposed project (0-5 points).
- (9) Number of years since last award to recipient:
[5 years or never awarded = 5 points; 4 years = 4 points; 3 years = 3 points; 2 years = 2 points; 1 years = 1 point; less than 1 year = 0 points.

Note: Not all criteria apply to all categories.

All requests in Category II will be evaluated each semester using criteria #6 through #8. All requests in Category III, except department chairs and coordinators designated in 1.3 of the contract, will be evaluated each semester or year using criteria #1 - #4, #6, and #7. All requests in Category V will be evaluated each semester using criteria #1 - #9.

III. Are you requesting:

Reassigned Time?	_____	Units
Stipend?	_____	Hours
Overload?	_____	Units
Do you wish to bank any or all of these overload units (Article 5.17)? If so, how many.	_____	Units Overload Banked

IV. Is your department aware of this application?

What are the staffing implications in your department if you are awarded this reassigned time?

Your Department Chair will be notified of this proposal for informational purposes only.

V. Have you applied elsewhere (inside or outside the College of Marin) for support for this project?

For your information, upon the awarding of reassigned time, overload, or stipend to a unit member, that unit member shall execute a contractual agreement with the District for the specified number of units or dollars. Upon approval of this application, a contract will be forwarded to you.

This "agreement" will include the following:

1. A statement and description of the final product/service that is to be delivered or outcome that is to be produced for the department, discipline and/or District.
2. The time when the final product or outcome is to be delivered/produced.
3. Signed recognition by the unit member that failure to produce the final outcome or product at the time specified shall result in repayment to the District of all monies received. Repayment may be made through salary deductions at the rate of the original payments. Subject to approval by the UDWC, in lieu of repayment, the unit member may work at his or her own expense for one additional semester to complete the work. Failure to complete in this additional time will result in repayment as above. The recipient shall be ineligible for any reassigned time, overload or stipend until successful completion re repayment.
4. Untimely completion may result in limited future eligibility for reassigned time, overload or stipends. It shall be the responsibility of the UDWC to monitor and review compliance with the "agreement".

Signature

Date

cc: Department Chair
Routing: Personnel
Academic Affairs

Marin Community College District

AGREEMENT FOR REASSIGNED TIME, STIPEND, OR OVERLOAD

Agreement between _____ and MCCD for Reassigned
Time, Stipend, or Overload for the following purpose:

Title and brief summary of your project/service (except for teaching overload) _____

Check one category:

II. Externally funded: available through a grant or other externally funded source

Funding source? _____

III. On-going: activities of two or more semesters duration, including, but not limited to, coordination responsibilities, department chair duties, etc. (Attach copy of approved proposal)

IV. Academic Senate: for unit member serving as President or Officers of the Academic Senate or as chairs of the Curriculum Committee or Academic Standards Committee

V. Instructional or learning development: individual research and development projects by the unit member for one or two semesters (Attach copy of approved proposal) (10 units)

Individual Research and Development (IR & D) Projects (Article 8.3.10)

Teaching Overload (list class(es)):

To be compensated by :

_____ units reassigned time
_____ units overload
_____ units overload banked
_____ stipend. Indicate number of hours approved by Workload Committee _____.
_____ supplies/contracted services/etc.

Project/Service Starting Date: _____ Project/Service Ending Date _____

I understand failure to complete the project/service and submit a report to UDWC by _____ (date) will result in
repayment of all monies received. Reports are required from: Category II, Category III (except Department Chairs), Category V
and IR & D Projects.

Signature: President/Superintendent _____

Signature: Applicant _____

Date _____

Date _____

UDWCAGRE

The following evaluation is mandated every two (2) years by Article 8.12.1.D. of the UPM/MCCD Collective Bargaining Agreement. Please check the appropriate box and return in a sealed envelope to the Vice President of Academic Affairs.

MANAGEMENT EVALUATION OF DEPARTMENT CHAIRS

1 = ACCEPTABLE
2 = NOT ACCEPTABLE
3 = NOT OBSERVED

The Department Chairperson shall, in both the day and evening program:

- | | 1 | 2 | 3 |
|--|---|---|---|
| 1. Make recommendations on the organization of the department and coordination of the instructional program. | | | |
| 2. Assist the administrator in determination of need, selection, and recommendation of appointment of personnel, as expressed to the chair by a majority of the department members. | | | |
| 3. Assure that substitutes are credentialed and on the payroll. | | | |
| 4. Hold regularly scheduled advisory committee meetings (for the occupational programs). | | | |
| 5. Attend curriculum committee meetings as needed and distribute the minutes of official meetings to selected campus offices and departmental offices. | | | |
| 6. Prepare and submit the total department budget, following conferences with the faculty and staff. Be the spokesperson and advocate for the budget. | | | |
| 7. Exercise signatory authority on requests for purchase orders and maintain budget accounting and control of instructional equipment and supplies, field trips, readers and clerical assistance, requests for graphic arts, and for allocation of keys to classrooms. | | | |
| 8. Exercise signatory authority on requests for all non- <u>faculty</u> personnel before they are sent to the appropriate administrator. | | | |
| 9. Attend no more than two (2) department Chairpersons' Committee meetings per month. | | | |
| 10. During the first week of classes for each semester, be available to assist students finding courses and resolve faculty problems. | | | |
| 11. Initiate and sign Work Orders. | | | |
| 12. Respond in writing or via voice mail to all written requests from faculty and/or management concerning issues within the scope of his/her authority. | | | |
| 13. Be responsible for non- <u>faculty</u> Personnel Action Forms and Time Card signatures. | | | |
| 14. Act as the instructor of record for the Directed Studies Program and be responsible for signing all applicable forms. The Department Chair shall delegate the actual instructional supervision to qualified unit members within the discipline/department. | | | |

Evaluator: _____

Name of Department Chair: _____

Dept.: _____

Date: _____

Marin Community College District

The following evaluation is mandated every two (2) years by Article 8.12.1.D. of the UPM/MCCD Collective Bargaining Agreement. Please check the appropriate box and return in a sealed envelope to the Vice President of Academic Affairs.

UNIT MEMBER EVALUATION OF DEPARTMENT CHAIRS

1 = ACCEPTABLE
2 = NOT ACCEPTABLE
3 = NOT OBSERVED

The chairperson shall:

	1	2	3
1. Conduct regularly scheduled departmental meetings and distribute minutes to appropriate bodies on campus.			
2. In conjunction with the department unit members develop and/or modify subject to departmental and District approval.			
3. Prepare and submit a schedule of classes, in conformity with contractual limitations (program requirements) and, to the extent possible, department members preferences, for each semester and intersession, making sure that appropriate classes are assigned in both the day and evening.			
4. Assist unit member in updating course descriptions and communicate these updates in writing within the department and to the appropriate instructional office(s).			
5. Assure proper form for reporting absences is available to unit members within their department.			
6. Develop statements for the Schedule and maintain current information in the College Catalog and other college publications.			
7. Inform department members in funding proposals, including sharing information on funding opportunities.			
8. Recommend additions to and modifications of the physical plant as needed by the department.			
9. Supervise use of department facilities and equipment.			
10. Mediate intradepartmental conflicts.			
11. Represent the department at appropriate meetings and to the administration.			
12. Supervise assigned classified and non-student hourly staff.			
13. Distribute notice of available intersession assignments to permanent/probationary unit members.			
14. Assist unit members in finding substitute staff as necessary and assure that substitutes are credentialed and on the payroll.			
15. Remind the unit members of their contractual responsibilities.			

Unit Member Evaluation of Department Chairs Form Continued

1 = ACCEPTABLE
 2 = NOT ACCEPTABLE
 3 = NOT OBSERVED

- | | 1 | 2 | 3 |
|---|---|---|---|
| 16. Provide orientation for new staff in the department. | | | |
| 17. Encourage temporary unit members to attend department meetings. | | | |
| 18. Conduct departmental faculty meetings at least once a semester for the department's temporary day and evening unit members. | | | |
| 19. Hold regularly scheduled advisory committee meetings (for the occupational programs). | | | |
| 20. Prepare and submit the total department budget, following conferences with the department members and staff. Be the spokesperson and advocate for the budget. | | | |

Evaluator: _____

Name of Department Chair: _____

Dept.: _____

Date: _____

Marin Community College District

REQUEST FOR REDUCED LOAD

Submit this form to the UPM-DISTRICT WORKLOAD COMMITTEE via the Department Chair, Coordinator or Director at least one week before the deadline date for scheduling the semester in which the proposed leave would occur.

TO: UPM/DISTRICT WORKLOAD COMMITTEE

FROM: _____ DEPT. _____
(Name of applicant)

DATE: _____

Semester _____ Units _____

Total number of units to be carried _____

Reason for request: (Only if in excess of 3 units, one course, or over 10% of non-credit load. See Section 8.15.2)

Applicant Signature

UDWC Signature/Date

Vice President/Date

cc: Department Chair

Routing: Personnel
Academic Affairs

UDWCREDL

**MARIN COMMUNITY COLLEGE DISTRICT
UPM/AFT UNIT MEMBERS GRIEVANCE FORM**
(Effective Fall 1996)

Grievant: _____ Immediate
(Additional sheets may be attached, if necessary) Supervisor: _____

Before filing a formal grievance, defined as an allegation by a grievant that he/she has been directly or adversely affected by a misapplication, a misrepresentation, or a violation of a specific provision of the collective bargaining agreement, the grievant should attempt to resolve the problem by an informal conference.

This grievance form must be submitted within thirty (30) working days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based.

STEP I - To be submitted to the immediate supervisor (management employee) by certified mail.

- A. Statement of the Grievance and date grievant was first affected.
- B. Specific section of the collective bargaining agreement allegedly misinterpreted, misapplied or violated.
- C. Specific remedy sought.

Signature _____ Date _____

Response by immediate supervisor: (To be sent to the grievant and UPM by certified mail within ten (10) working days from the date the grievance was received.)

Signature _____ Date _____

CERTIFICATED GRIEVANCE FORM

STEP II - To be submitted to the Superintendent/President or designee by certified mail within ten (10) days after receipt of Step I Response.

Reasons for disagreement with Step I Response:

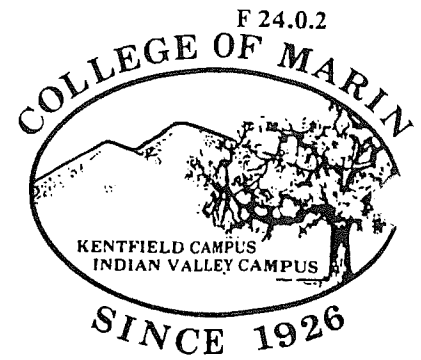
Signature _____ Date _____

Decision, with supporting reasons, of Superintendent/President or designee:

(To be sent to the grievant by certified mail within twenty (20) days after receiving the appeal.)

Signature _____ Date _____

Step III - See Article 12.13 of the collective bargaining agreement for method of requesting binding arbitration.



KENTFIELD, CA 94904

SAMPLE "WARNING" LETTER

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Date

Name

Address

Dear:

The purpose of this letter is to advise you that you appear to have violated Article 5, Section 5.1 of the MCCD/UPM Contract, which is subject to sanctions under Article 24, Section 24.5 of the contract -- **(FAILURE TO FILE REQUIRED ABSENCE REPORT WITHIN THREE WORKING DAYS** (as defined in Article 12.2.3) **UPON RETURN TO SERVICE IN THE DISTRICT)**. Specifically, you were absent on 2/4/91 and did not file an absence report until 2/25/91.

If you believe this notice to be in error or that this violation is mitigated by unavoidable circumstances, please communicate with me within ten working days (as defined in Article 12.2.3) in order to avoid the imposition of Article 24 sanctions. If I do not hear from you or if the District is not in error, you will receive the penalty provided for in Article 24.5 of the Contract.

We urge you to carefully examine this and the other contractual obligations of Article 24 in order to avoid a letter of censure and subsequent financial penalties.

Sincerely,

Name of Vice President/Dean

cc: UPM

**CONTRACT BETWEEN
MARIN COMMUNITY COLLEGE DISTRICT
AND THE
UNITED PROFESSORS OF MARIN/
AMERICAN FEDERATIONS OF TEACHERS
LOCAL 1610**

JULY 1, 1998 - JUNE 30, 2001

*Updated Salary
Schedule
July 2003*

MARIN COMMUNITY COLLEGE DISTRICT

UPM/AFT SALARY SCHEDULE

Effective July 1, 2000

CREDIT

<u>Step</u>	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>
1	33,222	36,730	38,515	40,339	42,149
2	34,583	38,321	40,185	42,048	43,787
3	35,943	39,911	41,855	43,758	45,425
4	37,304	41,502	43,526	45,466	47,064
5	38,663	43,093	45,196	47,176	48,702
6	40,023	44,684	46,866	48,885	50,338
7	41,384	46,275	48,535	50,595	51,977
8	42,744	47,865	50,206	52,303	53,615
9	44,105	49,456	51,876	54,013	55,254
10	45,465	51,047	53,546	55,722	56,891
11	46,825	52,638	55,216	57,431	58,530
12	48,185	54,228	56,886	59,141	60,168
13	49,546	55,819	58,557	60,849	61,807
14	50,906	57,410	60,227	62,559	63,444
15	52,267	59,001	61,897	64,268	65,082
16	53,627	60,592	63,567	65,978	66,721
17	54,979	62,118	65,169	67,641	68,403
18	56,364	63,683	66,812	69,345	70,126
19	57,785	65,288	68,495	71,093	71,893
20	59,241	66,933	70,221	72,885	73,707

Horizontal Placement/Movement Article 3.8.7

Column 1 - Bachelor's degree or partial fulfillment of a Life Instructor's Credential in a vocational related discipline.

Column 2 - Master's degree or clear Life Instructor's Credential in a vocational related discipline with a Bachelor's degree.

Column 3 - Master's degree plus 30 semester hours subsequent to the date of the Master's degree, or Bachelor's degree plus 60 semester hours with Master's degree, or clear Life Instructor's Credential in a vocational related discipline with a Bachelor's degree and 60 semester hours subsequent to the date of the clear Life Instructor's Credential in a vocational related discipline.

Column 4 - Master's degree plus 60 semester hours subsequent to the date of the Master's degree or Bachelor's degree plus 90 semester hours with Master's degree.

Column 5 - Earned Doctorate.

UPM/AFT Salary Schedule (Continued)
Vertical Placement/Movement

1. Step 10 is the highest entering step for permanent teachers new to the District as provided for in Article 3.8.1.1.
2. Step 7 is the highest entering step for temporary noncredit ESL unit members and all other temporary non-credit unit members working the semester program on-campus as provided for in Article 3.8.1.1.
3. Step 3 is the highest entering step for temporary credit unit members as provided for in Article 3.8.1.2 and 3.8.4.1.
4. All temporary instructors placed on the salary schedule may not advance beyond Step 14 as provided for in Article 3.8.6.3.
5. Any temporary credit unit member who was placed above Step 10 in an earlier agreement and who is currently on Step 11, 12, or 13 may advance on the salary schedule to a maximum of Step 14 as provided for in Article 3.8.6. All other temporary instructors placed on the salary schedule may advance to Step 14.

Doctorate Bonus

1. A \$1,000 bonus is paid once for receiving earned Doctorate from an accredited institution while employed by the District. Any regular contract employee receiving such an award must agree to remain under contract to the District for two years after the award is granted.

Contract Payment Calculations

1. **TEMPORARY PART-TIME CREDIT INSTRUCTOR PAYMENT FORMULA:**

$$* \text{Annual salary} \times \frac{\# \text{ of units}}{30} \times 80\% = \text{Semester payment} \div 5 = \text{Monthly salary.}$$

2. **a. OVERLOAD CREDIT INSTRUCTOR PAYMENT FORMULA:**

$$* \text{Annual salary} \times \frac{\# \text{ of units}}{30} \times 80\% = \text{Semester payment} \div 5 = \text{Monthly salary.}$$

b. OVERLOAD ASSIGNMENTS AND PART-TIME TEMPORARY CREDIT ASSIGNMENTS FOR LIBRARIANS, COUNSELORS AND SCHOOL NURSES PAYMENT FORMULA:

Hours per semester $\div$ 599 (eff. Fall 1994) rounded to 4 decimal places $\times$ 15 units = units. Then Temporary Part-Time Credit Instructor Payment Formula as above.

3. **a. INTERSESSION/SUMMER SESSION CREDIT INSTRUCTOR PAYMENT FORMULA:**

$$* \text{Annual salary} \times \frac{\# \text{ of units}}{30} \times 80\% = \text{Total payment.}$$

b. INTERSESSION PERMANENT CREDIT COUNSELOR PAYMENT FORMULA:

Hours per intersession $\div$ 581 (eff. Fall 1994) rounded to 4 decimal places $\times$ 15 units = units. Then Temporary Part-Time Credit Instructor Payment Formula as above.

*Placement on UPM/AFT Salary Schedule

4. **TEMPORARY NON-CREDIT ESL UNIT MEMBERS AND ALL OTHER TEMPORARY NON-CREDIT UNIT MEMBERS WORKING THE SEMESTER PROGRAM ON-CAMPUS:**

Hours per semester ÷ 525 rounded to 4 decimal places x 15 units = units. Then Temporary Part-Time Credit Instructor Payment Formula as above.

5. **SUBSTITUTE INSTRUCTOR SALARY SCHEDULE for:**

- (a) Credit Faculty and
 (b) Non-Credit Faculty referenced in number 4. above :

<u>Laboratory and Field Classes</u>		<u>Less than MA</u>	<u>MA</u>	<u>Doctorate</u>
Step 1	Less than 6 years teaching	\$24.20	\$25.76	\$27.64
Step 2	6 or more years teaching	\$25.76	\$27.64	\$28.90
<u>Lecture Classes</u>				
Step 1	Less than 6 years teaching	\$27.62	\$28.90	\$30.77
Step 2	6 or more years teaching	\$28.90	\$30.77	\$32.01

6. **NON-CREDIT INSTRUCTOR HOURLY SCHEDULE:**
 (Step Placement and Movement as provided for in Article 3.8.6.4.)

		<u>Laboratory or Lecture Lab</u>	<u>Lecture Class</u>
Step 1	0-3 quarters teaching with M CCD	\$31.11	\$34.48
Step 2	4-9 quarters teaching with M CCD	\$31.95	\$35.33
Step 3	10-18 quarters teaching with M CCD	\$32.77	\$36.20
Step 4	19 or more quarters teaching with M CCD	\$33.60	\$37.03

(Effective 1/1/86, all quarters are counted. Prior to that date, summer quarters were excluded.)

7. **STIPEND** \$46.41 per hour

**CONTRACT BETWEEN
MARIN COMMUNITY COLLEGE DISTRICT
AND THE
UNITED PROFESSORS OF MARIN/
AMERICAN FEDERATIONS OF TEACHERS
LOCAL 1610**

JULY 1, 1998 - JUNE 30, 2001

MCCD - UPM/AFT
Agreements
10/29/99
12/1/99

**AGREEMENT BETWEEN MCCD AND UPM/AFT
RE: ACADEMIC CALENDAR AND FLEX 2000-2001**

Maggie

Summer Session, 2000

June 19 - July 28*

*(Only classes which are scheduled for Fridays will meet on July 28)

Fall Semester, 2000

August 14, 15, 16	(M, Tu, W)	Non-mandatory Flex-time
August 17 and 18	(Th, F)	Mandatory Flex-time
August 21	(Monday)	Classes Begin
August 28	(Monday)	Opening Day Scanners Due in Adm. & Records by 2 pm for full-semester courses
September 1	(Friday)	Census Date
September 15	(Friday)	First Drop Date
September 22	(Friday)	Last Day to Request CR/NC
October 13	(Friday)	Midterms Due
November 17	(Friday)	Last Drop Date
December 12	(Tuesday)	Last Day of Classes Before Finals
December 13	(Wednesday)	First Day of Finals
December 19	(Tuesday)	Finals End
January 2	(Tuesday)	Final Grades Due in Adm. & Records

Spring Semester, 2001

January 16, 17, 18	(T, W, Th)	Non-mandatory Flex-time
January 19	(Friday)	Mandatory Flex-time
January 22	(Monday)	Classes Begin
January 29	(Monday)	Opening Day Scanners due in Adm. & Records by 2 pm for full-semester courses
February 2	(Friday)	Census Date
February 20	(Tuesday)	First Drop Date
February 23	(Friday)	Last Day to Request CR/NC
March 16	(Friday)	Midterms Due
April 27	(Friday)	Last Drop Date
May 18	(Friday)	Last Day of Classes Before Finals
May 19	(Saturday)	First Day of Finals
May 25	(Friday)	Finals End
May 25	(Friday)	Commencement
May 30	(Wednesday)	Final Grades Due in Adm. & Records

School Holidays

Summer 2000

July 4 (Tues)

Fall 2000

**September 2 (Sat)
September 4 (Mon)
November 10 (Fri)
November 23 (Thurs)
November 24 (Fri)
**November 25 (Sat)

Spring 2001

January 15 (Mon)
February 16 (Fri)
**February 17 (Sat)
February 19 (Mon)
**Apr. 9-14 (M-Sat)
May 28 (Mon)

This is for the **Academic Calendar only; holidays for classes taught on Saturdays only.

For the District:

B. Bryant

Date: 10/29/99

For UPM/AFT:

[Signature]

Date: 11-1-99

ACADEMIC CALENDAR 2000-2001

Summer Session, 2000

June 19 - July 28*

*(Only classes which are scheduled for Fridays will meet on July 28)

Fall Semester, 2000

August 14, 15, 16	(M, Tu, W)	Non-mandatory Flex-time
August 17 and 18	(Th, F)	Mandatory Flex-time
August 21	(Monday)	Classes Begin
August 28	(Monday)	Opening Day Scanners Due in Adm. & Records by 2 pm for full-semester courses
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Spring Semester, 2001

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May 19	(Saturday)	First Day of Finals
May 25	(Friday)	Finals End
May 25	(Friday)	Commencement
May 30	(Wednesday)	Final Grades Due in Adm. & Records

School Holidays

Summer 2000

July 4 (Tues)

Fall 2000

**September 2 (Sat)
September 4 (Mon)
November 10 (Fri)
November 23 (Thurs)
November 24 (Fri)
**November 25 (Sat)

Spring 2001

January 15 (Mon)
February 16 (Fri)
**February 17 (Sat)
February 19 (Mon)
**Apr. 9-14 (M-Sat)
May 28 (Mon)

**This is for the Academic Calendar only; holidays for classes taught on Saturdays only.

December 1, 1999

TO: All Faculty, Board of Trustees, Managers and Other
Appropriate Personnel

FROM: Margaret H. Rumford, Administrative Dean
Human Resources & Labor Relations

SUBJECT: 1998-2001 MCCD-UPM/AFT Collective Bargaining Agreement

Enclosed is the 1998-2001 MCCD-UPM/AFT Collective Bargaining Agreement. Articles with new or revised language are identified below.

Article 1: Recognition

- 1.3 Coordinator units added for Fine and Visual Arts and Library.
Compensation can be in overload or stipend, in addition to reassigned time.

Article 3: Wages

- 3.0 (b) Date changes to reflect term of new agreement.
- 3.0.2 Language reordered & changed to reflect wage agreement.
- 3.2 (b) Date changes to reflect term of new agreement.
- 3.9 **Compensation – Part-Time Office Hour –** Language on payment schedule added. Language re: load eligibility requirements amended to reflect MOU signed July, 1998.
- 3.10 **New Article: Part-Time Temporary payment schedule language.**

Article 4: Fringe Benefits

- 4.1 **Probationary/Permanent Health Coverage -**Rate and date changes to reflect term of new agreement.
- 4.1.2 **New Article: \$3.00 Prescription Co-Payment: Kaiser.**
- 4.1.3 **New Article: Flexnet added to HealthNet contract.**

Article 4: Fringe Benefits

- 4.2 (a) **Temporary: Health Coverage** - Rate and date changes to reflect term of new agreement.
- 4.2 (d) **New Article:** Temporary employee dental coverage.
- 4.8 **Life Insurance** - Deletion of name of specific company providing coverage (Sidebar Agreement).
- 4.9 **CRA Trust** - Contribution rate change to \$49.00.
- 4.10 **Domestic Partners** - Benefit for all unit members who meet requirements.
- 4.11.4 **New Article:** Senior Medical Programs.
- 4.14 **New Article:** Retirement Incentive Program for Years 1998 through 2000.
- 4.15 **New Article:** District/Union review of STRS Cash Balance Plan.

Article 5: Leaves

- 5.6.7.5 **Ranking of Sabbatical Leave Proposals** - New criteria added.
- 5.17 **Unit Banking Program** - New program and procedure.

Article 7: Evaluation

- 7.3.8 **New c)** - "unsatisfactory performance" instead of "incompetency" per change in Education Code

Article 8: Workload

- 8.2 **Teaching Load** - New language and re-ordering of subsequent Articles .
- 8.5.3 **Office Hours - Temporary, Part-Time Credit Instructors** - Language re: load eligibility requirements amended to reflect MOU signed July, 1998.
- 8.12 **Department Chairs** - New language on Department Scheduling and Responsibilities to the Department.
- 8.13 **Teaching Resource Center Coordinator** - Deleted.
- 8.14 **Old Article 8.14 through end of Article 8 re-numbered to reflect the deletion of topic in 8.13.**

Article 8: Workload

- 8.14.2 **Permanent Unit member - Reduced Load** - new deadline date and routing for submission of request.

Article 10: Class Size

10.1.2 **Class Cancellation** – New time line and method of notification.

Article 15: Reduction in Force

15.8.7 **Disciplines List** – Coaching added.

15.13 **FSA** – Coaching added.

Article 16: Upgrading of Temporary and Permanent Part-time Faculty

16.1.1 **Discretionary Hires** – Change in when discretionary hires occur in the sequence of hiring.

16.3 **Time Line for Completing Upgrade** – Change in date to November 15.

16.11 **Temporary Credit Unit Member: Advancement to Interview** – Includes non-credit ESL unit members.

Article 23: Term

- Reflects dates of Agreement (1998-2001)
- Recognizes UPM's right to re-open negotiations on Article 24.13, Student Complaints in the third year of the contract.

Article 24: Professional Standards

24.2 **Discrimination/Harassment** – New language re: progressive discipline.

24.2.6 (c) New language re: progressive discipline.

24.13 **New Article: Student Complaints** – Addresses faculty rights in this process.

Article 26: Student Academic Grievance Procedure – Deleted

Statement of Commitment:

- To negotiate any forms for use by unit members and/or UPM in Student Complaint Process.
- Members of the Professional Standards Committee (PSC) to continue negotiations on several contract issues.