

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

JULY 1, 1990 - JUNE 30, 1993

INCLUDES SIDEBARS SIGNED THROUGH 1/12/93

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UPM/MCCD COLLECTIVE BARGAINING AGREEMENT JULY 1, 1990 - JUNE 30, 1993

PREAMBLE

This Agreement is entered into this November 13, 1990 by and between United Professors of Marin, AFT Local 1610 (hereinafter referred to as "UPM/AFT" or UPM or Union) and the Marin Community College District (hereinafter referred to as "District" or MCCD).

ARTICLE I: RECOGNITION

1.1 For the purposes of this Agreement, the Unit shall include all permanent certificated employees, all certificated employees employed in ADA generating instruction, all certificated employees employed in fee based (non-ADA) 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 certificated employees.

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. Reassigned time for all positions cited above shall be determined by past practice.

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

Coordinator of Business Skills COM	1.0 TU (Teaching Units) per semester
Coordinator of Business Skills IVC	1.0 TU (Teaching Units) per semester
Coordinator of Compr. Info. Sys. COM	2.0 TU (Teaching Units) per semester
Coordr. of Comm/Basic Skills Lab COM	1.0 TU (Teaching Units) 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 Units) per semester
Coordinator of English Skills Prog. IVC.	1.0 TU (Teaching Units) per semester
Coordinator of ESL Credit	3.0 TU (Teaching Units) per semester
Coordinator of ESL Credit Transition	3.0 TU (Teaching Units) per semester
(Fall 1992 and Spring 1993 only)	
Coordinator of Math Lab COM.....	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. COM	1.0 TU (Teaching Units) per semester
Coordinator of Medical Assisting Prog...	1.0 TU (Teaching Units) 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 Units) per semester
Total	30.5 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 II: 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 employees who are 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 employees 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 III: WAGES

3.0 (a) Full-time/permanent credit unit members shall be paid at the average of the top three salary schedules in the Bay-Ten community colleges (listed below) as of July 1, 1990 (retroactive payment), 1/1/91, 7/1/91, and 7/1/92. The July 1, 1990 retroactive payment shall be made on January 15, 1991. Identification of the "top three salary schedules" in the Bay Ten community college Districts shall be calculated by two UPM appointed representatives and two District appointed representatives and shall be calculated using salary schedules in use in the Bay Ten Districts on 6/30/90 for the adjustment of 7/1/90; on 11/1/90 for the adjustment of 1/1/91; and on 6/30/91 and 6/30/92 for the adjustments on 7/1/91 and 7/1/92, respectively. The salary schedule for July 1, 1990 is shown as Appendix A and for January 1, 1991 as Appendix B to this CBA, to be replaced, as provided for above, on July 1, 1991 and July 1, 1992. These computations shall not cause the dollar amount on any step on the salary schedule to be decreased.

3.0.1 Comparability shall be calculated using the following principles and methods:

- 1) Salary schedule columns most similar to those used in the UPM contract shall be used. Similarity shall be judged on the basis of number of undergraduate and graduate units required for placement in the column plus a separate column for the Doctoral graduate degree or equivalent units. In no instance shall the graduate unit column requirements (or the graduate degree column requirements) used in Marin be modified to conform to those used in other Districts.
- 2) Once the appropriate salary columns are identified in each Bay Ten community college District, the three highest beginning steps for each comparable column will be identified. The arithmetic average of the three highest beginning steps, for each column, shall be calculated and the results of this calculation shall become MCCD/UPM's first step for each comparable MCCD/UPM column.
- 3) Once the appropriate salary columns are identified in each Bay Ten community college District, the three highest tenth steps (Step 10) for each comparable column will be identified. The arithmetic average of the three highest tenth steps, for each column, shall be calculated and the results of this calculation shall become MCCD/UPM's tenth step for each comparable MCCD/UPM column.
- 4) Once the first and tenth steps have been calculated as indicated above, the salary step intervals between step one and step ten (steps 2 through 9) shall be allocated equal incremental increases so that each step increase in a given column is equal.
- 5) Once the first through the tenth salary step interval increases have been calculated (for each column) as indicated above, the tenth through the sixteenth salary step intervals (in each column) shall continue the same step increases as calculated for the intervals between steps one and ten (in each column).
- 6) The Bay Ten community college Districts are the following: Marin, San Francisco, San Mateo, Foothill-DeAnza, West Valley, San Jose, South County (Chabot), Fremont-Ohlone, Peralta, and Contra Costa.
- 7) No off-schedule raises or salary steps among the Bay Ten Districts shall be used for any purpose in the calculations of the top 3 Bay Ten averages for any step or any column.

3.0.2 Comparability for the adjustments of 7/1/91 and 7/1/92 shall be calculated using the following principles and methods:

- 1) Salary schedule columns most similar to those used in the UPM contract shall be used. Similarity shall be judged on the basis of number of undergraduate and graduate units required for placement in the column plus a separate column for the Doctoral graduate degree or equivalent units. In no instance shall the graduate unit column requirements (or the graduate degree column requirements) used in Marin be modified to conform to those used in other Districts.
- 2) Once the appropriate salary columns are identified in each Bay Ten community college District, the three highest beginning steps for each comparable column will be identified. The arithmetic average of the three highest beginning steps

for each column shall be calculated and the results of this calculation shall become MCCD/UPM's first step for each comparable MCCD/UPM column.

3) Once the appropriate salary columns are identified in each Bay Ten community college District, the three highest steps for each comparable column will be identified. The arithmetic average of the three highest steps for each column shall be calculated and the results of this calculation shall become MCCD/UPM's highest sixteenth (16) step for each comparable MCCD/UPM column.

4) Once the first and highest steps have been calculated as indicated above, the salary step intervals between step one and step sixteen (steps two through step fifteen) shall be allocated equal incremental increases so that each step increase in a given column is equal.

5) The Bay Ten community college Districts are the following: Marin, San Francisco, San Mateo, Foothill-DeAnza, West Valley, San Jose, South County (Chabot), Fremont-Ohlone, Peralta, and Contra Costa.

6) No off-schedule raises or salary steps among the Bay Ten Districts shall be used for any purpose in the calculations of the top 3 Bay Ten averages for any step or any column.

3.1 All unit members employed during intersession in the credit program shall be paid 70% pro rata as of January 1, 1991; 75% pro rata as of July 1, 1991; 80% pro rata as of July 1, 1992.

3.2 (a) As of July 1, 1991 all temporary non-credit ESL unit members and all other temporary non-credit unit members working the semester program on campus within the academic year shall be placed on the regular permanent 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 salary schedule. Salary may be determined according to the formula: salary schedule step and column x .8 x 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 non-credit ESL unit members working the semester program on campus shall be no higher than Step 7. Step 10 is the highest step on the salary schedule for advancement.

(b) The non-credit salary schedule shall be modified by increasing each of its steps and columns by the same percentage increase given step ten, column three of the credit schedule (i.e., as granted due to the provisions of 3.0 (a) above) effective 7/1/90, 1/1/91, 7/1/91 and 7/1/92.

3.3 Non-credit community service unit members shall be paid based upon the hours of employment and years of service as recognized on the current community education 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 placement for temporary credit instructors shall be no higher than Step 3. Step 10 is the highest step on the salary schedule for advancement. All temporary credit instructors shall be paid at the level of 80% pro rata of the individual faculty member's 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 All permanent credit and non-credit unit members working in the semester program on campus, paid on the certificated 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 management employee who teaches in the credit program may have the teaching 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 administrator's placement on the "Permanent and Temporary Credit Certificated Salary Schedule" according to the same criteria used for all other credit instructors.

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.

ARTICLE IV: FRINGE BENEFITS

4.1 At District expense, all full-time permanent unit members shall continue to receive existing dental, vision, group term life insurance, disability insurance, \$40 CRA contribution and current medical coverage from any of the current and/or future carriers as selected by the employee. The dollar cost of medical coverage shall not exceed the cost of Kaiser Family Plan coverage. The limit on medical coverage will increase in 1991/92 and 1992/93 to the dollar amount of Kaiser family coverage. Any cost increases in coverages other than medical and CRA will be paid by the District for the term of the contract.

4.1.1 Increases in the CRA contribution for 1991/92 and 1992/93 will be covered in full for permanent unit members hired after 7/1/88. Increases in the CRA contribution for 1991/92 and 1992/93 for permanent unit members hired before 7/1/88 will be negotiated within 90 days of receipt by the District of a notice of increase for the CRA. This Trust is being solely established by the United Professors of Marin. 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 not fiduciary of the Trust, or of any participant or 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.

4.1.1.1 UPM will hold the District harmless from any liability arising from the creation or administration of the Trust described in 4.1.1, so long as the District fulfills its obligation as described in 4.1.1.

4.1.2 If a unit member selects a medical plan that results in the cost of the CRA, medical, dental, vision and term life insurance exceeding the limits stated in 4.1 above, the additional cost of the medical plan will be paid by the unit member through monthly payroll deductions.

4.1.3 Unit members hired permanently after 7/1/88 will have the CRA as their exclusive health benefit upon retirement from the District. The retirement benefits of Articles 4.7.1, 4.7.2, and 4.7.3 will not apply to these employees.

4.1.4 Spousal waiver. Unit members may voluntarily waive District medical benefits if his/her spouse possesses a plan providing comparable coverage which also covers the unit member. A unit member opting not to participate in medical coverage must notify the Personnel Office no later than September 1, of each year. Unit members who elect to waive medical benefits shall be provided with a \$800.00 annual payment to be increased by the same percentage rate as that applied to Column 3, Step 10 of the salary schedule on 7/1/91 and 7/1/92. The payments shall be reduced on a pro rata basis for new unit members who waive coverage for less than a full year. Unit members shall have their waiver payments made by check no later than December 15th. Temporary credit unit members shall receive half of their waiver payment by this date, 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, unit members must apply during the annual Fall open enrollment period.

4.1.5 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.

4.1.6 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.

4.2 The District shall, as of 1/1/91, contribute up to \$248.42 for the Kaiser medical coverage for either subscriber or subscriber plus one per month for each part-time temporary credit unit member who teaches twelve (12) credit units or more in an academic year and who teaches at least six (6) credit units in the fall semester. In each subsequent contract year the District shall make any additional contributions necessary to continue the above coverage. Unit members working in the non-credit ADA generating program for 60% or more of a full-time equivalent load shall qualify for \$75.00 per month District contribution to Kaiser medical coverage. No spousal waiver (see 4.1.4) is permitted on the \$75.00 (seventy-five) dollar contribution.

4.3 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.

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

4.5 All insurance coverages and changes in such coverages 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.

4.6 A member of the unit 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.

4.7 Fringe Benefits for Retirees

4.7.1 Certificated Employees Retired on Disability. A regular certificated employee 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 other plan up to 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.

4.7.2 Certificated Non-Disability Retirement. Upon retirement, a regular certificated employee with at least fifteen (15) years of full-time service in the District will be covered by the District's Kaiser Medical Insurance Policy 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.

4.7.3 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.

4.8 Phased-In Early Retirement

4.8.1 Non-administrative certificated employees shall have the right to reduce their workload and maintain retirement benefits, provided:

4.8.1.1 The unit member has reached the age of fifty-five (55) prior to reduction in workload and is not older than sixty-five (65).

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

4.8.2 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 employee.

4.8.3 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.

4.8.4 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.

4.8.5 No more than five (5) 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.

4.8.6 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.

4.8.7 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.

4.9 Temporary unit members may enroll for health benefits, upon approval of the carrier, by paying the necessary premiums to the District.

ARTICLE V: LEAVES

5.1 Reporting Absences

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.

5.2 Sick Leave

5.2.1 Permanent contract 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 Office shall notify all permanent 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 Office, 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 employee, employed to fill the position during the leave, or if no temporary is employed, the amount which would have been paid to a temporary employee 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 Office, 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:

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

5.3 Substitution, Faculty

No faculty 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 are properly certificated, and available to directly supervise the students at no cost to the District. The Certificated 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:

5.4.2.1 Death or serious illness of a member of the immediate family or household.

5.4.2.2 Accident involving the unit member's person or property, or the person or property of a member of his/her 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 5.4.2.1 and 5.4.2.2 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

5.5.1 Conference Leave shall be recommended by the UPM-District Professional Affairs Committee (PAC). The PAC shall be composed of two UPM and two District appointed members (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 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.

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:

1. The employee is granted conference travel money by the PAC.
2. The employee is granted paid substitutes by the PAC.
3. The employee 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 contract year for instructors or outside of any assigned day for counselors, librarians, and other certificated 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:

1. A unit member shall use no more than four (4) days of Article 5.5.3.1 "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.

2. If all four (4) days of substitutes have been used, the PAC shall recommend the leave only if the unit member "trades" with another properly credentialed unit member, under the conditions set forth in 5.5.3.6, and if there is no cost to the District.

3. 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) days in advance. Exceptions to the fifteen (15) day 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 13.14 of this contract, but the PAC shall review these applications to insure compliance with Article 13.14 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 The District shall provide \$5,000 for each fiscal year for substitutes for all approved conference and honorary leaves.

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

1. Requests under \$100 - fully funded;
2. Requests over \$100 but less than \$300 - funded at 70% or \$100, whichever is greater;
3. Requests over \$300 but less than \$500 - funded at 60% or \$210, whichever is greater;
4. Requests over \$500, but less than \$750 - funded at 50% or \$300, whichever is greater;
5. Requests from \$750 - \$1,000 - funded at 40% or \$375, whichever is greater;
6. Requests over \$1,000 - funded at \$400;
7. All grants are subject to the availability of monies contained in 5.5.3.1 and 5.5.3.2.
8. 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. Unit members are not eligible for conference leave while on any other type of contractually approved leave.

5.5.3.5. Workshops or activities per Art. 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. Faculty members who are properly certificated 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 faculty members, etc.).

5.5.3.7. 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 for signature.

5.5.4 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 qualified 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 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. Upon return to regular duty, a report of the results of the sabbatical leave shall be submitted to the Sabbatical Leave Committee for retention in its files. At the unit member's request, the report shall be included in the unit member's personnel file. This report shall serve as a record of professional growth on the part of the individual and certificated staff as a whole.

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. Recipients of sabbatical leaves must agree to remain in the employ of the District for two (2) years after return to service. 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.

5.6.4 Extent. Sabbatical leaves shall not normally be granted for less than one (1) semester except for certificated personnel 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 complement of filled certificated positions (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" position: Non-administrative certificated full time equivalent (1.0 FTE) held by a permanent or probationary employee, either in service or on leave.)

5.6.6 Compensation

5.6.6.1 Unit members 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 their salary plus all fringe benefits including retirement contributions they would have received had they remained in active service. Unit members awarded sabbatical leaves of absence for one (1) year shall be paid sixty five percent (65%) of their salary plus all fringe benefits including retirement contributions they would have received had they 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. Unit members on sabbatical leave shall be paid at the same intervals as they would for their 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," Appendix G-8 a shall be used.

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 The Sabbatical Committee shall rank all sabbatical proposals, including alternates. In the event that a leave is forfeited, the next alternate shall then be selected.

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

5.6.8.1 A sabbatical leave committee shall be formed consisting of four (4) certificated employees selected by the exclusive bargaining agent, and one (1) management team employee 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 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 Board of Trustees 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 board approved list.

5.6.8.3 The supervising Vice President shall review the sabbatical recommendations and forward the same to the Superintendent/President and Board of Trustees 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 Trustees. Each recipient of a sabbatical must post a bond, and California Education Code Section 87770, and any amendments thereto, shall govern. The bond must be received in the Personnel Office 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 MCCD.

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) 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. At the expiration of the sabbatical leave, the unit member shall be reinstated, unless he/she otherwise agrees in writing prior to the beginning of his/her leave, in a position equivalent in classification (instructor, counselor, librarian, school nurse and other certificated) to that held by him/her at the time of the granting of the 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. Each 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. These reports shall be retained in the District files as a record of faculty growth and professional activities. 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 an employee's inability to complete a sabbatical leave proposal in a timely manner as approved by the Sabbatical Leave Committee, the employee shall so inform the supervising Vice President or other designated administrator not later than 20 working days following his/her 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 instructor's unmet sabbatical leave commitment.

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

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 employee.

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 employee failed to complete multiplied by the pro-rated salary received by the employee.).

In computing the repayment and schedule, the Committee shall allow the instructor 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.

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.

5.7 Legislative Leave

5.7.1 Every regular 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 An employee employed to take the place of the 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.

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 individual(s) whose leave has been denied.

5.8.3.5 Unit members on leave of absence shall signify in writing by March 15 (or by November 15 in the case of a leave for the fall semester only) their 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 member of his/her immediate family. 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 his/her 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 his/her 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

Unit members 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 submit 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 The 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.

5.15.1 Each permanent faculty member and temporary faculty 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.

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

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

(3) 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

Regular permanent unit members may request the District to retain in a separate account, specifically designated for this purpose, salary compensation for overload or intersession work for the purpose of deferred remuneration to be used to fund otherwise unpaid or partially funded leaves (sabbatical or unpaid leaves). In the case of sabbatical leaves, compensation may be increased to 100% (e.g., in one semester leaves, 1.5 units must be banked; in one year leaves, 10.5 units must be banked). In the event the leave is not taken, said deferred compensation may be recovered by the unit member at its original monetary value upon request. Applications for this program (hereafter referred to as "banking") shall be submitted to the Union/District Workload Committee (UDWC) on the appropriate form.

ARTICLE VI: TRANSFERS AND ASSIGNMENTS

6.1 Transfers

6.1.1 Voluntary Temporary Transfers. Regular or contract unit members 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.

(a) If the transfer request is initiated by the permanent unit member within three (3) weeks of the posting of available positions (as required in 6.1.1.1 below), the unit member may apply to the Professional Affairs Committee (PAC) for a voluntary transfer. The PAC shall review the transfer request on the basis of the criteria listed in 6.1.1.1.1 through 6.1.1.1.3 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 6.1.1.1.1 through 6.1.1.1.3.

(b) If the transfer request is not initiated by the permanent unit member within the three (3) weeks after the posting of available positions (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 Voluntary Temporary Transfers (One or Two Semesters). A temporary vacancy shall be determined to exist if scheduled classes/assignments have been created for which there are no contracted regular/permanent employees at the time of their initial scheduling. All of these positions shall be posted under the heading of AVAILABLE POSITIONS, said posting to occur simultaneously at the District Personnel Office, the UPM office, and the District's libraries. Requests to fill the vacancy shall be granted on the basis of the criteria listed in 6.1.1.1.1 through 6.1.1.1.3.

6.1.1.1.1 Certification. Certification (majors or minors) to perform the services required; plus Section 6.1.1.1.2.

6.1.1.1.2 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.

6.1.1.1.3 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 Transfers. Regular or contract unit members may be involuntarily transferred from one (1) instructional unit or service unit to another unit on the same campus, or they may be required to divide their duties between campuses or service sites provided that such involuntary transfer shall not occur unless:

6.3.1 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 certificated 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 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 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, unit members will be notified seventy five (75) calendar days prior to the beginning of the semester if their 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 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 A unit member may request a reduced load as an alternative to an involuntary transfer.

6.4. Assignments

6.4.1 A regular or contract unit member may not, without his/her consent, be scheduled for the following assignments:

6.4.1.1 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.

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

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

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

6.4.1.5 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.

6.4.1.6 Prisons or jails.

6.4.1.7 Permanent unit members may not be assigned without their consent to more evening assignments per academic year than each of the other permanent 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.

6.4.1.8 Contract non-ADA classes.

6.4.1.9 Teaching media courses.

6.5 District Directed Assignments

6.5.1 If, after consulting with the affected unit member, the District concludes that there is no reasonable way to avoid the assignments enumerated above, then the District may require a 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 As part of the 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:

1. Each permanent unit member will be assigned to an office which will be heated, ventilated, safe and secure.
2. The District will provide comparable and necessary office furniture.
3. Office reassignments will not result in a change in the level of support services.
4. Unit members' pre-existing access to college facilities and equipment will not be changed.
5. Any individual's disputes that arise as a result of office assignments will be referred to the Professional Standards Committee.
6. Placement in individual or group offices shall replicate the permanent unit member's prior office arrangements with respect to individual or group office arrangement, or be acceptable as a new arrangement.
7. 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 faculty not otherwise placed in acceptable offices (e.g., comparable offices).

6.8 Assignment of Temporary Credit Units

6.8.1 Definitions

- A. An Eligible Temporary Credit Unit Member (hereafter referred to as ETCUM) is any temporary qualified certificated unit member who has provided service (excluding substitution and intersessions) in the District credit program in the discipline offering the assignment and who was paid on the Certificated Salary Schedule. Said paid service must have occurred during the two academic years (excluding substitution and intersessions) immediately preceding the assignment, beginning with the academic year 1991-92 and must include 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 in the 1991-92 academic year. Any ETCUM not evaluated in the 1991-92 academic year shall be evaluated in the subsequent academic year in which they are employed. Any subsequent unsatisfactory evaluation shall result in ineligibility.

- B. Temporary Credit Units are 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 are contracts issued to a temporary credit unit member on a semester-by-semester basis contingent on the availability of temporary units.
- D. 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.

6.8.2 Eligibility

- A. Ranking of ETCUMs for purposes of unit assignments shall be determined by step placement on the Certificated Salary Schedule as defined in 6.8.1, D. In the event that two or more ETCUMs occupy the equivalent step on the schedule, ranking shall be determined by lottery.
- 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. 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 pool candidate, who has been processed through the screening committee for the applicable discipline and has been given a ranking from that committee and who is subsequently given a temporary credit assignment (excluding substitution and intersessions) shall achieve ETCUM status and all applicable contract language shall apply. At the time of initial hire, he/she shall be placed on the ETCUM list in that discipline as the lowest ranked ETCUM on the applicable salary step. If two or more temporary pool candidates in the same discipline are hired initially for the same semester and occupy the equivalent step on the schedule, a mini-lottery will be conducted with those candidates to determine the ranking amongst the lowest. At the formal lottery, as defined in 6.8.2, C. above all ETCUMs, including those recently hired, with the equivalent salary step will draw for his/her ranking within that step.
- E. Any ETCUM who moves from the greater Bay Area, or who retires from the District, or who accepts full-time employment with another entity shall be sent a statement from the Personnel Department asking him/her to declare in writing whether or not they wish to be considered for any future assignments. If he/she does not wish to be considered for any future assignments, his/her name shall be removed from the ETCUM list and he/she will no longer have ETCUM status. If any ETCUM is deceased his/her name shall be automatically deleted from the ETCUM list.

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) the ETCUMs shall in ranked order (as defined in 6.8.1, D and 6.8.2) be assigned all the temporary credit units available in a discipline to 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 departments and approved by 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, or 'event-related' teaching units and specialty units", 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.
- B. Individuals who qualify as ETCUMs herein are not precluded from seeking employment in other certificated areas for which they do not qualify as ETCUMs.
- C. ETCUMs who accept an assignment with the District shall be offered one-semester contracts as defined in 6.8.1, C above.

6.9 Assignment of Temporary Non-Credit Units

6.9.1 Definitions

- A. An Eligible Temporary Non-Credit Unit Member (hereafter referred to as an ETNUM) is any qualified certificated unit member who has provided prior service (excluding substitution and intersessions) in the District in a specific course(s) in the non-credit program and who was paid on the Non-Credit Instructor Hourly Schedule. Said paid service must have occurred during the two academic years (excluding substitution and intersessions) immediately preceding the assignment, beginning with the academic year 1991-92 and must include a satisfactory evaluation as provided in 7.3.7. However, ETNUMs shall not be denied their employment rights provided herein as a result of not being evaluated in the 1991-92 academic year. Any ETNUM not evaluated in the 1991-92 academic year shall be evaluated in the subsequent academic year in which they are employed. Any unsatisfactory evaluation shall result in ineligibility.
- B. Temporary Non-Credit Hours are those non-credit hours which are scheduled but not assigned to permanent unit members.
- C. Contracts for Temporary Non-Credit Unit Members are 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

Ranking of ETNUMs (excluding ESL) shall be determined by step placement on the Non-Credit Instructor Hourly Schedule. Ranking of ESL Non-Credit (working the semester program on campus) ETNUMs shall be determined by placement on the Certificated Salary Schedule. In the event that two or more ETNUMs occupy the equivalent step on a schedule, ranking shall be determined by lottery.

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 40% and shall not exceed 60% of a permanent full-time load for the specific course(s) for which they have had paid service as defined in "A" above.

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

ARTICLE VII: EVALUATION

7.0 Evaluation

The purpose of faculty evaluation is hereby agreed to be feedback to each faculty member for the improvement of his/her professional services.

7.1 Criteria for Evaluation

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 are:

- 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.

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 are:

- 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.

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 are:

- 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.

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 Members)

7.2.1 Contract (Probationary) Unit Members

7.2.1.1 During each year of service by a contract/probationary unit member there shall usually be one (1) formal written evaluation. Members are entitled to a clear, fair, and equitable evaluation procedure. The evaluator or evaluatee may request a second evaluation be made in the same academic year/workyear. This written evaluation is the responsibility of an evaluator from management named by the Superintendent/President. 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 and will be used to provide suggestions for improvement, if any, and to determine re-employment. The

evaluee shall be advised in all phases of the evaluation by a UPM advisor named by UPM/AFT. The recommendation for re-employment shall be made before March 15 (in accordance with Ed. Code) and the unit member and the union shall be notified.

7.2.1.2 Evaluation shall occur as soon as feasible in the semester of evaluation. A final report is to be submitted in writing to the District Personnel Office by the appropriate supervisor/manager by February 15. At the beginning of the Fall semester of each probationary year, the evaluatee shall be evaluated based upon the following:

- a) Performance Observation using the forms, processes and criteria contractually agreed upon;
- b) Student Evaluation using the forms, processes and criteria contractually agreed upon;
- c) Professional Self Evaluation using the forms, processes and criteria contractually agreed upon (not applicable to temporary credit instructors);
- d) Statement of Professional Objectives. (not applicable to temporary credit instructors)

7.2.1.2.1 The evaluator shall schedule classroom or other on-the-job visits (e.g., counselors, librarians, school nurse and/or other certificated employees) to be made jointly by the evaluator/manager and the UPM/AFT advisor, at a time acceptable to the evaluatee. The evaluatee may elect to have a peer evaluator (regular/permanent unit member) serve on this committee, in addition to the manager and the UPM/AFT advisor, during alternate years of evaluation. (e.g., second and fourth years). (No UPM advisor shall serve on the evaluation team for temporary unit members in the credit program.)

7.2.1.2.2 The evaluatee, with consultation by the evaluator/manager and the UPM advisor, shall prepare for the evaluator and faculty advisor a written statement of his/her professional objectives (as provided for on the "Statement of Professional Objectives"). This statement of objectives shall be completed by September 15. The objectives shall include the positive effects intended for students by the teaching, counseling, library or other services provided; and the ways in which the evaluatee plans to achieve these effects. In addition, the manner of evaluating the success of these efforts must be specified by the evaluatee. It shall then be the responsibility of the evaluatee to carry out the plan and submit an initial assessment of its outcome by February 15 utilizing the Professional Self Evaluation Criteria. (not applicable to temporary credit instructors)

7.2.1.2.3 Student evaluations shall be obtained by using the Student Evaluation Form (hereafter referred to as SEF) mutually agreed upon by the UPM and the District. The sole purpose of student evaluation is to provide each teaching faculty member and the evaluator with feedback about student perceptions of his/her teaching.

7.2.1.2.3.1 The Student Evaluation Form shall be administered by either the UPM advisor, peer evaluator or the management representative or designee for each faculty member to be evaluated. All persons administering the SEF shall be trained by means of a self-instruction package to be developed jointly by the UPM/District Professional Standards Committee. Either the UPM advisor, peer evaluator or the management representative shall be present during the administration of the SEF and shall collect all forms at the end of the session.

7.2.1.2.3.2 For faculty on full teaching assignment, the SEF shall be 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.

7.2.1.2.4 Probationary employee/evaluatees shall also furnish the evaluator and UPM advisor, by February 15, with a self-evaluation as provided for on the Professional Self Evaluation Form.

7.2.1.3 A final written summary evaluation of the information provided through the contractually agreed upon evaluation criteria, processes and instruments, including suggestions for improvement, if any, and a recommendation concerning reemployment shall be written by the manager involved in the evaluation process. Said evaluation shall be shown to the evaluatee who shall review the evaluation with his/her UPM advisor. The evaluation shall then be submitted by February 15 to the District Personnel Office. Recommendations for improvement may include in-service training to improve job performance and shall explicitly define the District's expectations and time line for improvement. The evaluatee may attach his/her comments to the evaluator's report, and the UPM advisor may attach a separate statement if he/she desires.

7.3 Regular (Permanent) Unit Members

7.3.1 Once every three (3) years (excluding leave periods) regular/permanent unit members shall be evaluated alternately through either self-evaluation (using the Professional Self-Evaluation Form) or through the performance observation procedure. Certificated unit members on leave from the District shall be exempt from evaluation for the period of the leave. Half of the faculty, in alphabetical order, shall begin with self-evaluation; the other half with performance observation. Regular/permanent unit members are entitled to a clear, fair and equitable evaluation procedure and the following implementation rules shall apply, and shall begin with the Fall semester of 1991. Regular/permanent unit members who are being evaluated in Fall, 1990 and Spring, 1991, shall be placed in this evaluation cycle in Fall, 1992.

A) Evaluatees shall be advised in all phases of their evaluation process by a faculty member named by UPM/AFT.

B) In alternating periods of three years, the evaluatee shall choose a qualified certificated unit member to act as a peer evaluator and shall notify the supervising Vice President of his/her selection within 30 working days of the receipt of notice of the District's intention to evaluate. In the event the supervising Vice President has not been notified of the peer evaluation selection at the end of the thirty (30) working days, he/she shall appoint a peer evaluator. The peer evaluator shall observe the evaluatee during the performance of his/her duties and report his/her observation to the District Personnel Office on the contractually designated form.

7.3.2 Professional Self-Evaluation Reports, when required during alternating three year evaluation cycles, shall be submitted by the evaluatee to the Personnel Department by April 15 of the year in which the report is due.

7.3.3 Student evaluation of instruction shall occur in each three (3) year evaluation (Self or Performance Observation) and shall be obtained on SEF Form. The purpose of the student evaluation is to provide each teaching faculty member and peer evaluator with feed-back about the student perception of his/her teaching.

7.3.3.1 In the case of performance observation, student evaluation forms shall be administered by the peer evaluator or UPM advisor for each faculty member to be evaluated. All persons administering the SEF shall be trained by means of a self-instruction package to be developed jointly by the UPM/District Professional Standards Committee. The peer evaluator or advisor shall be present during the administration of the SEF and shall collect all forms at the end of the session. The evaluator or advisor shall provide the complete results of the SEF to the evaluatee.

7.3.3.2 In the case of self evaluation, student evaluation forms shall be administered by a peer evaluator selected by the evaluatee or the UPM advisor.

7.3.3.3 For faculty on full teaching assignment, the SEF shall be 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.

7.3.4 For performance observations, a final written evaluation summarizing the information provided through the contractually agreed upon evaluation criteria processes and instruments shall be written by the peer evaluator involved in the evaluation process. Recommendations for individual improvement, if any, shall be shown first to the evaluatee who shall review them with his/her UPM advisor. The peer evaluator shall submit the evaluation by April 15 to the District Personnel Office. The evaluatee may attach his/her comments to the report before it is submitted to the appropriate District office, and the UPM advisor may attach a separate statement if he/she desires.

7.3.4.1 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. The peer evaluator shall submit a progress report to the supervising Vice President by December 1.

7.3.5 Except for the discovery of insanity, incapacity, arrest for felonious activity, or discovery of violations of UPM-MCCCD contract provisions, permanent UPM 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, during the evaluation process, of evidence of insanity or incapacity shall be grounds for further investigation.

7.3.6 Evaluatees who receive an evaluation that contains 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. Should the evaluatee 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. UPM unit members shall have 45 working days to reach an agreement with the District regarding the elements of their professional improvement program. UPM unit members may be represented by UPM in the negotiations required here. Failure to reach an agreement shall result in the abrogation of the professional improvement program.

7.3.7 For temporary non-credit evaluations only. Temporary non-credit unit members shall select either self evaluation with peer review or peer evaluated performance observation (as provided for herein: 7.3.2 and 7.3.4, respectively), and a student evaluation (as provided for in 7.3.3).

For temporary unit members employed in non-credit and/or contract non-ADA generating courses, the immediate supervisor shall, based on the written evaluation report (as provided in 7.3), make a recommendation concerning re-employment.

7.4 Temporary (Non-Probationary) Unit Members

7.4.1 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 7.2.1.2(c), 7.2.1.2.1 and 7.2.1.2.2 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 may request

a second evaluation be made in the same academic year/workyear. The options and procedures for evaluation shall be those applying to a contract/probationary unit member, 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.

7.4.2 Each temporary unit member employed in non-credit and/or contract non-ADA generating courses shall be evaluated in accordance with the provisions of Article 7.3 of the CBA during the first year of employment with the District, subsequent evaluations shall be evaluations obtained for each different course taught at least once every nine (9) quarters or six semesters of active service.

7.5 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 Office. 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 personnel files of unit members which may serve as a basis for affecting the status of their 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.

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

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

7.5.3 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.

7.5.4 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).

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

7.5.6 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 non-teaching unit members shall be released from assigned hours for this purpose without salary reduction.

7.5.7 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.

7.5.8 The District Personnel Office 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.

7.6 Faculty Assignments

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

ARTICLE VIII: WORKLOAD

8.1 The work week for full-time unit members 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 In The Credit Program

8.2.1 The instructional load of a full-time member of the credit staff 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.

8.2.2 For each full-time permanent 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.

Annual load will be determined at first census in the Spring semester and overload will be paid, or salary will be reduced, over the remaining months of the semester.

8.2.2.1 All units above 16 for the semester or above 30 for the year will be compensated at the overload rate of pay.

8.2.2.2 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.

8.2.2.5 In computation of overload, unit members 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).

8.3 The existing Union-District Workload Committee (UDWC) shall hereafter consist of two UPM appointed and two management appointed representatives. 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 (i.e., 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 credit lecture unit). 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. Temporary unit members are eligible to apply for reassigned time, overload or stipends if they are employed for the equivalent of .40 FTE/year or have an 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 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 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
- 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 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 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 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 8.3.10). 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 8.3.10) in the order ranked, beginning with the Category "A" grant awarded the highest score. 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. All requests in Category II will be evaluated each semester using criteria #6 - #8.

8.3.5 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.

8.3.6 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. It shall be the responsibility of the UDWC to monitor and review compliance with the "agreement".

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

Category I is negotiated by the collective bargaining agent and the District and is provided for in other parts of the Contract.

Category III will be negotiated by the UDWC and/or in the collective bargaining process. Current reassigned time (or equivalent) units are:

Computer Science (COM).....	3.0
Teaching Resource Center.....	<u>3.0</u>
Total:	6.0

Category IV will be a minimum of 9 teaching units for the academic year 1990-91, 1991-92, 1992-93, with additional units being arranged by the Senate and the District.

Category V will be 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 %.

8.3.8 Compensation for reassigned time, overload or stipends shall be as follows:

- (a) Reassigned time: 100 % pro rata,
- (b) Overload: As of January 1, 1991 the rate shall be 70 % pro rata; July 1, 1991, 75 % pro rata; July 1, 1992, 80 % pro rata.
- (c) Stipends: The stipend rate shall be \$40 as of 1/1/91, to be increased by the same percentage as column 3, step 10 on the regular permanent salary schedule as of July 1, 1991, and July 1, 1992.
- (d) Substitute Pay: The current Substitute Instructor Salary Schedule to be increased by the same percentage rate as column 3, step 10 on the regular permanent salary schedule as of January 1, 1991, July 1, 1991, and July 1, 1992.
- (e) Intersession pay: As of January 1, 1991 the rate shall be 70 % pro rata; July 1, 1991 75 % pro rata; July 1, 1992 80 % pro rata.

8.3.9 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 will 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 cost.

8.3.10 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 - 8.3.6) for unit member proposed activities may be denied only by a majority vote of the committee. I R & 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).

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 - 8.3.6.

8.4 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 regular or contract unit member only if he/she agrees or if no 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 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 Unit members who teach media courses as defined in 8.21 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 Any unit member who has a split assignment shall conduct office hours at the campus of his/her major assignment for that day. Notice of office hours and their location shall be posted outside each office.

8.6 Counselor's Schedule. 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: 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 noncredit 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 896 hours (28 hours per week x 32 weeks). 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.

8.7 Librarians. 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.

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

8.9 Other Certificated Unit Members. Full-time certificated personnel 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.

8.9.1 DEPARTMENT CHAIRS. PROCEDURES:

A. Elections. Department chairpersons shall be elected by the permanent and part-time faculty 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 managers, 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 have a term of office for a period 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 yearly by the full and part-time members of their department (including classified staff) and the management designated supervisor. Evaluation criteria and forms shall be negotiated between UPM and the District.

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.

8.9.2 DEPARTMENT CHAIRS. RESPONSIBILITIES:

A. Responsibilities to Departments. The chairperson shall:

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. Prepare and submit a 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 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 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 regular/permanent faculty.

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-certificated personnel 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.

8.9.3 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.

8.9.4 TEACHING RESOURCE CENTER COORDINATOR

Under the direction of the Director of Staff and Organizational Development and in collaboration with this Director, the Teaching Resource Coordinator shall be responsible for the following:

1. Coordinating the demonstration or instructional sessions on topics of interest to faculty. This may include new educational technologies (especially microcomputers and software), methodologies and discipline specific content.
2. Coordinating the planning of the semester's teaching resource activities, including the development of the calendar of events.
3. Coordinating the development of a "Teaching Resource" Column in the publication "Communique".
4. Coordinating an expenditures of funds, including contracts with outside consultants, with the Director of Staff and Organizational Development.

Qualifications:

1. Basic knowledge of microcomputers and software as it currently exists in the Teaching Resource Center.
2. Ability to plan and coordinate teaching resources.

Reporting Relationships:

For those teaching resources activities that take place during flex time, the coordinator must work with the MCCD/UPM Staff Development Committee.

For those teaching resources activities that take place outside of flex-time, the coordinator must work with the College Employee Development Committee (CEDC).

The TRC Coordinator reports to the Director of Staff and Organizational Development.

The TRC Coordinator will have no line supervision responsibilities over classified personnel.

Term:

Academic year.

Compensation:

Three (3) units reassigned time or overload per semester; four (4) units will be allocated for each of the Fall 1990 and Spring semesters only, 1991. Position temporarily suspended for Spring 1992, Fall 1993, and Spring 1993 Semesters per sidebar agreements.

8.10 Management Employees

8.10.1 A management employee 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 management employee 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 management employee to teach more than one (1) 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 8.10.2 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)

8.10.2 Managers may not perform UPM unit member duties if any qualified UPM 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 UPM unit member duties.

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 Regular/Permanent(Tenured) Unit Members - Reduced Load

8.12.1 A reduced teaching load, with proportionate salary reduction, requested for professional or personal reasons, may be granted to a regular (tenured) instructor.

8.12.2 Regular permanent (tenured) unit members shall apply to the Union/District Workload Committee (UDWC) (as defined in 8.3) for reduced loads. 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 UDWC at least 30 calendar days prior to their assignment.

8.12.3 Except for salary reduction, all other District benefits shall continue in full, and the instructor 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 regular (tenured) 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.

8.12.4 For non-teaching unit members, the provisions of Section 8.12.3 shall be adjusted proportionately.

8.13 Workyear for Counselors. 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 regular counselors have scheduling preference over any/all part-time temporary counselors.

8.14 Workyear for Librarians. The workyear for librarians shall be the academic year as defined in Article IX of this Agreement.

8.15 Workyear for Coaches. 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.

8.16 Workyear for School Nurse. The workyear for the school nurse shall be the 175 days of the academic year as defined in Article IX of the CBA.

8.17 Overload

8.17.1 A teaching overload is a voluntary assignment of a regular/permanent or contract unit member to additional teaching, counseling, librarianship or other certificated duties normally performed by that member beyond those required of a full-time employee in those areas. A non-teaching overload is all other voluntary assignments of a regular or contract unit member beyond those required of a full-time employee 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 current contract. The maximum number of non-teaching overload assignments per semester shall not exceed the equivalent of six (6) teaching units. In no case shall full-time employees receive a combination of teaching and non-teaching overload (regardless of funding source) that exceeds the equivalent of nine (9) teaching units.

8.17.2 Except for assignments outside the unit member's defined workyear, and substituting within the workyear, a teaching overload shall be the exception and shall be made only for a limited period when course coverage or other services cannot be reasonably provided otherwise. Any Counselor or "Other" certificated employee (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" certificated employee (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 employee has exhausted his/her 175 days (or equivalent number of hours) required by the contract but before the commencement of the new academic/fiscal year or
- b) when the employee works during the six week or five-week duty free period guaranteed in Article 8.13 of the Contract.

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 8.13 of the Contract.

8.17.3 The maximum teaching overload (as defined in Article 8.17.1) 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.

8.18 Intersession Assignments. An intersession assignment is a voluntary assignment during an authorized intersession. 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. It shall not include activities such as field trips which take place during the intersession period 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 competent and qualified regular/permanent unit members 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 regular/permanent unit members. The remaining unassigned intersession units shall be filled at the discretion of the District.

8.19 Certificated unit members 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.

8.20 Special Skills. 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.

8.21 Media courses are courses in which instruction is delivered primarily through television, videocassette, radio or other non-classroom mediated techniques and which do not include regularly scheduled meetings.

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.

Certificated unit members shall not be required as part of their assigned workload duties to teach media courses.

ARTICLE IX: CALENDAR

9.1 The academic year for credit classes shall consist of two (2) semesters of a maximum of seventeen and one-half (17 1/2) working 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. 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 shall be held during the spring final examination period and 50 % of the permanent faculty who are not assigned to other duties shall attend and participate in commencement exercises of two hours duration. The District will designate faculty beyond volunteers who must attend, however, no faculty 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. 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 Instructors 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 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/AFT to accept the results of a joint committee on the calendar.

9.3 The Calendar Committee, consisting of two (2) District representatives and two (2) UPM/AFT representatives, shall submit a calendar proposal, for the following academic year and for intersession, by November 1 for ratification by UPM/AFT 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/AFT. UPM/AFT 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 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 The District shall meet and confer with UPM/AFT, through the Calendar Committee, concerning the non-credit calendar.

9.6 Holidays shall be those stated in the relevant sections of the California Education Code for the District. Consistent with Education Code Sections, 84890 through 84895, a flex calendar may be in effect.

9.7 UPM-MCCD Staff Development Committee

9.7.1 The Staff Development Committee shall be composed of two UPM members and two MCCD representatives. The Committee 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 Committee 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 Committee shall conduct the survey required in Ed Code Section 84894.

9.7.2 The committee shall review all unit member proposals for workshop/meeting presentations. Approval of workshop/meeting presentation will be by a majority vote of the committee 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 committee, the final decision shall be made by the Superintendent/President of the District and the President of the United Professors of Marin. Each time there is a tie vote, the final decision will alternate between the aforementioned presidents, beginning with the president of UPM. The committee will also review hours only as provided for in 9.10.2.

9.7.3 The Staff Development Committee 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 committee. In the event of a tie vote by the committee, the final decision shall be made by the Superintendent/President of the District and the President of the United Professors of Marin. 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)) once the specific elements of the program have been agreed to by the Staff Development Committee.

9.8.2 (a) 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. 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 Staff Development Committee. 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 Committee. By a majority vote of the Committee, optional workshops/meetings also may be scheduled during off-site days with prior approval of the Staff Development Committee. In the event of a tie vote within the committee the final decision will alternate between the District representative and the UPM members of the committee. The opportunity for deciding the first tie will be determined by a coin toss, and alternate thereafter. All workshops/meetings provided for in 9.8.2(b) shall be scheduled during the time periods totaling twelve (12) hours and designated by the Staff Development Committee for each of the three (3) assigned mandatory on-site flex days.

9.8.2 (b) Mandatory on-site attendance 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. 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, coordination, school nurse) must be pre-approved by the Staff Development Committee.

9.8.2 (c) Temporary unit members, (paid on credit salary schedule) who cannot attend on-site flex sessions due to unavoidable time conflicts with other paid employment, may complete their 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 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; the necessary supporting activities for the above, and other off-site or individual activities authorized in advance in writing by the Staff Development Committee.

9.9.2 Each unit member utilizing off-site activities for their flex-time obligation must first gain authorization from the Staff Development Committee and must furnish the Committee 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 Staff Development Committee. The Committee shall require unit members to supply the Committee 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 Committee.

9.9.2 (a) 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 9.13).

9.9.3 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 Staff Development Committee to the supervising Vice President.

9.10 Daily Required "Flex-Time" Hours

9.10.1 UPM full-time unit members 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. Flex-time assignments for part-time credit unit members will be pro-rated by percentage of FTE.

9.10.1.1 Additional Flex-Time Requirements for Unit Members With Teaching Overload.

- (a) Those UPM full-time unit members 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). A unit member required to do additional flex-time for a teaching overload shall have the option of completing their 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.
- (b) The unit member shall be required to complete the appropriate form(s) - i.e., Permanent Faculty Proposed Schedule of Flex Activities - and gain prior/advance authorization from the Staff Development Committee (hereafter referred to as the Committee). Deadlines for these requests will be announced by the Committee. Additionally, the unit member must submit a report of his/her activities and 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 Committee. The Committee shall require the unit member to supply the Committee with tangible evidence that the unit member has performed his/her contractually acceptable flex-time activities.

9.10.1.2 Unit Member with Non-Teaching Overload

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

9.10.1.3 Flex-Time Requirements for Unit member with Reduced Load

A UPM full-time 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.

9.10.1.4 Unit Member with Reassigned Time

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

These provisions will be implemented with the Fall, 1992 Flex Program.

9.10.2 Individuals presenting workshops/meetings or serving as information sources 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 Committee. For presentations other than two (2) hours in length, the preparation time shall be prorated. Requests for additional hours of compensation beyond the twelve hours per two hour workshop shall be reviewed for approval by the Staff Development Committee. A majority vote by the committee is required to approve the additional hours. Unit members 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.

9.10.3 Counselors' Assignments During Flex Period

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

9.10.4 Special Exceptions

If a unit member has an opportunity to participate in a staff development activity which is offered at a time other than regularly scheduled Flex days, but not during the on-site flex periods, but within the fiscal year, he/she must file a Special Exception form with the Staff Development Committee. The Committee 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 Committee. Forms are available in the Teaching Resource Center (LC115), Kentfield Campus.

9.11 Term

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 school year.

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

Temporary unit members, who are eligible to fulfill their flex obligations by viewing videotapes [as provided for in Sections 9.8.2(c) or 9.9.2(a)] designated by the Staff Development Committee, 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. Temporary unit members who view video tapes in lieu of their flex obligation will be required to sign a statement on the designated form affirming that they have watched the tapes for the required number of hours (one taped hour equals one hour of flex credit) and that they were unable to attend sufficient mandatory on-site sessions to fulfill their flex obligations because of unavoidable time conflicts with other paid employment; or that they were unable to secure advanced approval for individual activities or special exceptions because of a late hire date. The MCCD-UPM Staff Development Committee must receive the signed special form before the beginning of the last calendar month of unit member's contract service. Failure to meet flex obligation by required date will result in payment by the District to the unit member only for actual services rendered.

ARTICLE X: CLASS SIZE

10.1 Minimum Class Size

10.1.1 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 and to cancel classes pursuant to the provisions of this Article.

10.1.2 A class shall not be canceled prior to the first day of instruction unless the District has given ten (10) days prior written notice to the instructor (delivered in person or mailed to the instructor's last known address) 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; provided, however, if the instructor agrees, a class may be canceled at any time.

10.1.3 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 a regular or contract employee and if there are no courses available for which the unit member is certificated.

10.2 Maximum Class Size

10.2.1 The maximum class size for registration purposes for existing courses shall be that set forth in the data-processing report NSR 952 for Spring Semester 1988, for each campus, as approved by the District's Board of Trustees, except that the listed maximums are increased by 15% (fifteen percent) for all sections currently with maximums of less than 40 students and increased by 10% (ten percent) for all sections at 40 students and above. These increases will 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.

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

10.2.2 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.

10.3 "Super-large" Classes. The District may schedule sections of different classes so that they can accommodate as many as three times the contractual class size maximum.

10.3.1 A "Super-large" class will be one of the following four class sizes; the instructor of record will be assigned teaching units based on the corresponding scale below. "Normal" means the number of teaching units assigned to a single section of the class at the contractual maximum limit.

<u>Class Size</u>	<u>Teaching Units</u>
up to 1.5 times max.	1.25 times "normal"
up to 2.0 times max.	1.5 times "normal"
up to 2.5 times max.	1.75 times "normal"
up to 3.0	2.0 times "normal"

10.3.2 Each instructor of a "Super-large" class shall meet with the Vice-President Academic Affairs to determine the type and amount of supplemental assistance, as described in Article 10.2.1 The type and amount of assistance must be agreed upon within two (2) weeks of the date of the first class meeting.

ARTICLE XI: 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 faculty shall comply with OSHA regulations.

11.3 A Safety Committee shall be formed consisting of two (2) members selected by UPM/AFT and two (2) members selected by the District.

11.4 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.

11.5 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.

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

11.7 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.

ARTICLE XII: GRIEVANCE

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

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 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 A "grievant" is a member of the bargaining unit (as defined by this contract) with an alleged grievance. UPM/AFT may grieve Articles III and XIII, 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 A "day" is defined as any day during which District offices are open for business.

12.2.4 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 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 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 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.

12.4 Representation

12.4.1 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 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 If a grievance arises from the action of a central District authority, UPM or any other grievant may initiate such a grievance at Step Two, Paragraph 12.12.2, of the grievance procedure. 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 Two of the grievance procedure. If a grievance arises from the Student Academic Grievance Procedure or Article XXIV of UPM/MCCD CBA, UPM or any other grievant shall initiate such a grievance at Step 2 of the Grievance Procedure.

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

12.7 Time Limits

12.7.1 Grievant. 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. 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.

12.7.2 Management. 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 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 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 This grievance procedure shall become effective upon execution of this Agreement. A grievance on an action occurring prior to the effective date may be filed up to thirty (30) days after the effective date provided the grievance is based on an alleged violation of the Agreement as finally executed. In no event may the grievance be based on actions which occurred more than six (6) months prior to the execution of the Agreement.

12.11 Filing A Grievance. 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.

12.11.1 Step One: Formal Communication and Resolution of Grievance

12.11.1.1 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.

12.11.1.2 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 Decisions

12.12.1 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.

12.12.2 If a grievance is as described in paragraph 12.5, the grievant shall, within the thirty (30) working days as described in section 12.11.1.1, present the grievance on the prescribed form to the Superintendent/President or his/her designee.

12.12.3 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.

12.12.4 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 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 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 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 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 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 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 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 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 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 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 XII.

ARTICLE XIII: BOARD/AGENT RELATIONS

13.1 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 ten (10) additional copies for 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 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 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 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 District employees 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 employees. 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 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 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 The District shall provide UPM with reassigned time or overload equal to 1.4 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 faculty representation at meetings and conferences related to official union business. No more than nine (9) units of reassigned time may given any single UPM representative per semester. The District shall have the right to convert an overload to an equivalent amount of reassigned time for an individual, if the income generated for certificated responsibilities in those units to be converted (or the equivalent assignments) is less than the overload cost.

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.

13.13 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.

13.14 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 XIV: 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 XV: REDUCTION IN FORCE

15.1 BUMPING RIGHTS

15.1.1 If it becomes necessary to decrease the number of employees in the unit 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 To utilize the services of permanent UPM unit members efficiently, and to meet the requirements of EC 87743, the District will first transfer permanent UPM unit members into any and all partial or complete alternative assignments occupied by temporary, contract/probationary, and or less senior permanent UPM unit members, said transfers to redirect permanent faculty into alternative assignments in both the credit and or non-credit programs of the District.

15.1.3 The transfers required by 15.1.2 shall be made on the contractually agreed upon credential and competency criteria.

15.1.4 Notice of involuntary transfers, to avoid the termination of permanent UPM unit members, shall be sent by the District to permanent UPM 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 layoff (as provided for in 15.1.1 above), the District shall within a period of 39 months re-employ permanent UPM unit members who are on a partial or complete termination status into credit and or non-credit courses/programs or other certificated duties for which the unit member is credentialed and competent. This shall include but is not limited to, teaching courses which meet the contractual minimum class size, counseling, 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 certificated staff on reassigned time, and teaching or performing any function in the non-credit program. In addition, laid-off or partially terminated UPM 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 faculty 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 employees asserting their rehire rights during the thirty-nine months for which these rights exist shall be settled on the basis of seniority. Employees 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 UPM 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 UPM 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, UPM 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. UPM 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 UPM unit member work during their thirty-nine months of re-employment rights. UPM 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 UPM unit member work during their thirty-nine months of re-employment rights. The District is not obligated to pay fringe benefits to UPM unit members reduced to workloads of less than ten percent of their former workload.

15.5 Laid-off UPM 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 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 UPM unit member work during the 39 month period of reemployment rights of any UPM unit members.

15.7 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 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
- UPM/MCCD Discipline List (See 15.8.7 below)
- OR
- MCCD Credential
- (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.
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
- UPM/MCCD Discipline List (See 15.8.7 below)
- OR
- MCCD Credential
- (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.
- (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
- 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
- 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 prior June** Senior 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

ADPE	BIOL	COMM	ECON	GEOG	MACH	S SC
A J	BUAC	COMP	EDUC	GEOL	MATH	SOC
ANTH	BUCM	COUN	ELEC	GERM	MEDA	SPAN
ARCH	BUGN	COUR	ENGG	H ED	MUS	SPCH
ART	BUMG	CIS	ENGL	HIST	N E	STAT
ASTR	BUOO	DANC	ESL	HUM	P E	STSK
AUBF	BURL	DENT	ETST	ITAL	PHIL	WELD
AUTO	BURT	DVSK	FMTV	JOUN	PHYS	
BSED	BUSB	DRAM	FIRE	L M	POLS	
BEHS	CHEM	ECE	FREN	LIBR	PSY	

15.9 Competency For Bumping Into Adult Education

A senior permanent employee shall be competent to be reassigned to courses/programs/newly created offerings in the ADA generating non-credit program, displacing a temporary (contract) employee or a permanent employee with a lower seniority status, if the senior employee meets the criterion stated in 1 below, or if the senior employee 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 employee shall be competent to be reassigned to courses/programs/newly created offerings in the ESL program, displacing any temporary employee, or a permanent employee with a lower seniority status, if the senior employee meets one or more of the criteria stated in a. below, or if the senior permanent employee meets the criteria stated in b. and c. below:

- Credential in ESL and or a certificate in ESL.
- A credential in a foreign language or a credential in special education with a minor in English, plus 3 below;
- 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 employee shall be competent to be reassigned to courses/programs/newly created offerings in the disabled students program, displacing any temporary employee, or a permanent employee with a lower seniority status, if the senior employee meets one or more of the criteria stated in a. below or if the senior permanent employee meets the criteria stated in b. and c. below:

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

15.12 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 faculty 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 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

Adaptive Physical Education	Business/Retailing	English	Mathematics
Administration of Justice	Business/Small Business	ESL	Medical Assisting
Anthropology	Chemistry	Ethnic Studies	Music
Architecture	Communication	Film and Television	Nursing
Art	Computer Information Systems	Fire Science	Philosophy
Astronomy	Computer Science	French	Physical Education
Auto Body and Fender	Counseling	Geography	Physics
Automotive Technology	Court Reporting	Geology	Political Science
Basic Education	Dance	German	Psychology
Behavioral Science	Dental Assisting	Health Education	Social Science
Biology	Developmental Skills	History	Sociology
Business/Accounting	Drama	Humanities	Spanish
Business/Communications	Early Childhood Education	Italian	Speech
Business/General	Economics	Journalism	Statistics
Business/Management	Education	Landscape Management	Study Skills
Business/Office Occupations	Electronics Technology	Library	Welding
Business/Real Estate	Engineering	Machine Metal Technology	

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 faculty member will be considered "competent" in an FSA if the faculty 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 regular faculty members who are employed as of June 30, 1990 and thereafter, the District shall provide each faculty 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 faculty 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 faculty members. The District shall provide each regular faculty employee a list of those faculty service areas for which he or she possesses the qualifications and competence as determined by the employee's records on file with the District within sixty (60) days of application or hire. Employees may grieve via the provisions of Article 12 of the CBA in the event of a dispute.

15.13.3. An employee 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 employee 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 XVI: UPGRADING OF TEMPORARY AND PERMANENT PART-TIME FACULTY

16.1 All permanent positions shall be filled according to the following procedures, except that every eighth position can be allocated at the discretion of the Superintendent/President. 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 The District shall not have more than 25% of the total credit instructional FTE as temporary instructors.

16.2.1 The total credit permanent and temporary instructional FTE will be based on the EMP-216A report generated on or about the first census of each semester, modified in the following manner. 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. A percentage is then computed based on the total permanent credit instructional FTE and the adjusted temporary FTE. These exclusions apply to the calculations in 16.6 a. and b. as well.

16.2.2 PAC shall eliminate the following units from the percentage calculation above and 16.6 a. and b.

1. 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.
2. Disciplines having "event-related" teaching units, such as sport team coaches, guest music conductors or guest directors of drama productions.

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 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 Dec. 1 of each academic year.

16.4 If the District is in violation of 16.2 by more than 10 FTE, the District may meet and negotiate with the UPM to formulate a two-year plan for replacing temporary with permanent faculty, otherwise annual replacements shall be required to bring the percentage below the 25% specified above.

16.5 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 instructors 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 instructors; 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.

16.6 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)

- 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.

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 16.6 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 16.6 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

16.6.1 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%.

16.6.2 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 16.6 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.

16.6.3 For 16.6 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.

16.7 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.

16.8 If a discipline has or will have no permanent faculty, the PAC may allocate a permanent position to that discipline.

16.8.1 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.

16.8.2 In the case of a tie vote by the PAC on either of these two types of allocations (16.8 or 16.8.1), the presidents of UPM and the District shall make the decision.

16.9 A sufficient number of units in the non-credit, ADA-generating "English-as-a-Second Language" program shall be converted to semester-credit courses to make feasible the upgrading of 2 FTE positions in "English-as-a-Second Language" to permanent status, said upgrading to be staggered over the academic years 1991-92, 1992-93 and 1993-94; with at least one position to be filled in 1991-92, and the remaining position by 1993-94.

16.10 The right to additional upgrading shall not be denied to permanent part-time unit members, subject to credential constraints and availability. Permanent part-time faculty 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.

16.11 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.

16.12 Part-time temporary faculty, with a minimum of five years of employment within the MCCCD, shall be automatically advanced to the interview stage of the hiring process for all permanent positions for which they apply and hold the proper credentials.

16.13 Sabbatical leave replacements shall be hired from among the part-time faculty when it is determined by the District that such replacements are necessary, and further, if such part-time faculty are appropriately credentialed to teach the required courses (not to conflict with rehire rights).

16.14 Part-time faculty shall be offered substitute positions if they place their name on a list (maintained by Dean(s) designated by the District). Part-time faculty 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).

ARTICLE XVII: ACADEMIC FREEDOM

The faculty 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, Constitutional limits, and the California Education Code requirements.

ARTICLE XVIII: NON-DISCRIMINATION

The District shall not discriminate against any member of the bargaining unit 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 XIX: 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 XX: 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 employees 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 The District or the Union shall take no reprisals against any unit member for activities related to collective bargaining which have occurred during the negotiation of this Agreement.

ARTICLE XXI: REPRESENTATION/SERVICE FEE

21.1 Employee Rights

21.1.1 The District and the Union 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 the Union shall not be compulsory. A unit member has the right to choose, either: to become a member of the Union, or, to pay to the Union 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 the Union 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 the Union a representation/service fee in exchange for representation services necessarily performed by the Union 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 the Union 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 Union such representation/service fee.

21.3 Definition of Representation Fee

21.3.1 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 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 the Union agree that each unit member should pay his/her fair share for representation services. The District and the Union 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 Union. The Union shall submit a copy of the detailed financial report to the District which the Union must make available to the Public Employment Relations Board pursuant to Government Code Section 3546.5. The parties agree that the Union 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 the Union 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 the Union, pay an amount equivalent to such representation/service fee to:

1. College of Marin Foundation Scholarship Fund
2. United Negro College Foundation
3. March of Dimes

The District, upon written request from the Union, shall require such exempt unit member to submit a written affidavit to the Union 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 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 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 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 Prior to beginning such payroll deduction pursuant to Section 21.4.3, the Union will certify to the District in writing that the employee whose pay is to be affected by the deduction has (1) not joined the Union; (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 Union 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 Union has requested the District to begin automatic payroll deduction of the representation/service fee. The Union 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 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 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 XXII: 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 XXIII: TERM

This Agreement shall become effective on the date of execution, except where otherwise provided, and shall continue in effect through June 30, 1993.

ARTICLE XXIV: PROFESSIONAL STANDARDS

The MCCD and the Union shall each place two individuals on a Professional Standards Committee which shall develop minimum professional standards to recommend to the Union and the District for inclusion in the contract. The PSC shall negotiate 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 UPM members 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) UPM unit members may make use of their contractual rights to grieve a disciplinary action. No disciplinary action shall take place except for just and sufficient cause. With the exception of dismissal or suspension, disciplinary action shall be subject to the provisions of the grievance procedure. Dismissal or suspension shall be in accordance with the Education Code provisions. Where the employee elects to have an arbitrator hear the matter of suspension or dismissal pursuant to Education Code 87674, District, employee and employee 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.
- b) UPM unit members may make use of their legal rights to litigation over a disciplinary action if they have not entered into binding arbitration.
- c) UPM unit members shall have all information relating to their disciplinary actions and penalties maintained in absolute confidentiality.
- d) Following notification, violations of contract provisions are not excused due to unit member ignorance.

24.0.1 Any disciplinary actions or penalties authorized by Article XXIV 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 XXIV 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 A warning letter shall take the form of a letter from the Office of the supervising Vice President to the unit member indicating the contract violation and the contractual requirement of a letter of censure and possible suspension.

24.0.3 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.

24.1 Smoking by UPM unit members is prohibited at all times and in all buildings of the District, except for areas (designated by mutual agreement of the parties) in the College Center staff lounge when not in use as an official college meeting room. Smoking is also permitted in individual staff offices when students are not present and outside buildings in open spaces. Areas shall be designated by mutual agreement of the parties.

24.1.1 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 UPM unit members are subject to disciplinary actions for violations of the following contractual and statutorily mandated professional norms: Discrimination and Harassment.

24.2.1 DISCRIMINATION/HARASSMENT DEFINED. 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:

24.2.1 (a) Submission to the conduct of the UPM unit member is explicitly or implicitly made a term or a condition of an individual's employment, academic status or academic progress.

24.2.1 (b) Submission to, or rejection of, the conduct of the UPM unit member is used as the basis of employment or academic decisions affecting the individual.

24.2.1 (c) Submission to, or rejection of, the conduct of the UPM 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.

24.2.1 (d) The conduct of a UPM 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.

24.2.1 (e) The conduct of a UPM 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 UPM 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 XII of this contract and are to be followed.

24.2.2 ACTIONS WHICH CONSTITUTE SEXUAL HARASSMENT INCLUDE BUT ARE NOT LIMITED TO:

24.2.2 (a) Verbal harassment: Epithets, derogatory comments, slurs, or derogatory jokes based primarily upon sex, or unwelcome requests for sexual favors or unwelcome sexual advances.

24.2.2 (b) Physical harassment: Impeding or blocking movement, or physically interfering with normal work or movement on the basis of sex.

24.2.2 (c) Visual harassment: Derogatory posters, notices, bulletins, cartoons, or drawings if based primarily upon sex.

24.2.3 RESTRICTIONS ON SEXUAL HARASSMENT CHARGES.

24.2.3 (a) UPM unit members 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 INCLUDE BUT ARE NOT LIMITED TO:

24.2.4 (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.

24.2.4 (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.

24.2.4 (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 RESTRICTIONS ON OTHER FORMS OF DISCRIMINATION/HARASSMENT CHARGES.

24.2.5 (a) UPM unit members 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 Violations of discrimination/harassment contractual constraints shall be penalized as follows:

24.2.6 (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.

24.2.6 (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 employee's personnel file if said letters meet the requirements of ARTICLE VII, Sections 7.5 through 7.5.8.

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 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 MCCC/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 or 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 Office door mail slot by 2:00 p.m. of the due date. 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 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 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 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 In the case of extreme emergency, such as, but not limited to, accident, illness or death in the immediate family, the unit member or their 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 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 MCCD equipment may be used off the work site by certificated unit members only for official college business and only with the prior approval of their immediate supervisor or his/her designee.

24.4.1 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 V, Section 5.1

DEFINITION: FAILURE TO FILE REQUIRED ABSENCE REPORT WITHIN THREE WORKING DAYS UPON RETURN TO SERVICE IN THE DISTRICT.

24.5.1 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 V, Sections 5.2.8 & 5.4.3

DEFINITION: FAILURE TO PROVIDE CONTRACTUALLY REQUIRED NOTICE FOR ABSENCE AND PERSONAL NECESSITY LEAVE.

24.6.1 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 V, 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 BOARD OF TRUSTEES.

24.7.1 Violations shall be penalized as follows:

All instances: Unit members who fail to complete all or any portion of their approved sabbatical leave proposal shall promptly begin repayment of the unearned salary he or she received while on sabbatical (cf. ART. 24.7.2). In addition, UPM members 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. Their 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: Unit members who fail to complete all or any portion of their 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 V, 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 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 VII, Section 7.6

DEFINITION: FAILURE TO PERFORM CONTRACTUALLY REQUIRED SERVICE AS AN EVALUATOR.

24.9.1 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 VIII, Section 8.3.6

DEFINITION: FAILURE TO MEET THE TERMS OF THE INDIVIDUAL UPM UNIT MEMBER'S CONTRACT WITH THE WORKLOAD COMMITTEE.

24.10.1 Violations shall be penalized as follows:

Any instance: The UPM 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, UPM unit members 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 VIII, Sections 8.2.1, 8.2.2, 8.4, 8.5.1 & 8.5.2

DEFINITION: FAILURE TO MEET CONTRACTUALLY REQUIRED CLASSES AND/OR TO HOLD CONTRACTUALLY REQUIRED OFFICE HOURS.

24.11.1 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.

24.11.2 Classes/Office Hours

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 IX, Sections 9.8 through 9.11.1

DEFINITION: FAILURE TO PERFORM CONTRACTUALLY REQUIRED FLEX-TIME ASSIGNMENTS.

24.12.1 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.

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 XXIV (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.

ARTICLE XXV: COPYRIGHT

25.1 If a UPM unit member produces copyrighted materials/product(s) as part of their required assignment during District reassigned time, or as part of their required assignment on a grant received by the District, or as part of their 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 UPM unit member, but produced as specified in 25.1 above, shall be paid by the UPM member to the District until all of the District's documented direct costs are repaid.

ARTICLE XXVI: STUDENT ACADEMIC GRIEVANCE PROCEDURE

26.0 Students have the right to pursue their academic studies free of unsafe or improper action by faculty members. If a student believes he or she has been subjected by a faculty member to unjust actions or denied her or his rights (as enumerated below in "DEFINITION OF AN ACADEMIC GRIEVANCE", 26.2.1 & 26.2.2), he or she should attempt to resolve the complaint directly with the faculty member in accordance with the procedure stated herein (PROCEDURE, Step 1).

26.1 In the case of harassment and/or discrimination as defined herein ("DEFINITION OF AN ACADEMIC GRIEVANCE", 26.2.3), the student shall bypass Step 1 of the PROCEDURE (Informal Grievance) and begin the grievance process at Step 2 (Formal Grievance). For grievances arising from an incident occurring in the Fall semester the grievance must be filed no later than 90 working days following the occurrence of the last incident. For grievances arising from an incident occurring in the Spring semester the grievance must be filed no later than 30 working days following the beginning of the Fall semester.

DEFINITION OF AN ACADEMIC GRIEVANCE

26.2 An Academic Grievance is a specific allegation by a student that a faculty member has violated State law, Federal law, or a policy or procedure of the Marin Community College District (MCCD) regarding issues of grading or assignments:

26.2.1. GRADING: A student may file a grievance if he or she believes a grade was assigned by the instructor of record due to a mistake, fraud, bad faith or incompetency. Absent the above, under California Education Code, all grades given by the instructor of record are final.

26.2.2. **ASSIGNMENTS:** A student may file a grievance if he or she believes a faculty member has given the student an assignment that is unreasonable or unsafe, i.e., an assignment that subjects a student to unreasonable demands or requirements, or to unsafe conditions.

26.2.3. **HARASSMENT/DISCRIMINATION:** A student may file a grievance if he or she believes a faculty member has harassed or discriminated against the student based on race, color, religion, age, sex/gender, sexual preference, national origin, ancestry, marital status, medical condition (cancer), handicap, or status as a Vietnam-era veteran.

26.3 PROCEDURE

STEP 1. Informal Meeting: A student who believes he or she has been subjected by a faculty member to improper grades or unsafe assignments (defined above in Definitions of an Academic Grievance, 26.2.1 & 26.2.2) shall, within thirty (30) working days of the alleged violation (or as defined in 26.1 above) or of the time when he or she knew or should have known of the alleged violation, make an appointment with the faculty member during their assigned office hours, at a mutually agreed upon time, in order to discuss the student's complaint. The faculty member shall meet with the student within ten (10) working days of the student request. Should the faculty member fail to meet with the student in a timely manner, the student may, within twenty (20) working days of the request for an informal meeting, file a formal Academic Grievance by initiating the Formal Grievance procedure detailed in Step 2. Should the informal meeting fail to resolve the complaint to the student's satisfaction, the student may, within ten (10) working days of the informal meeting, file a Formal Academic Grievance by initiating the procedure in Step 2. Should the student/grievant choose to bypass Step 1 (Informal Meeting) he or she may initiate the grievance procedure at Step 2 (Formal Grievance).

STEP 2. Formal Grievance: If an informal resolution is not achieved within ten (10) working days, or if the offer of an informal resolution is rejected by the student, or if the grievance pertains to Harassment/Discrimination, the student may submit a written grievance on an authorized grievance form (form to be negotiated) which shall set forth:

- a) The exact nature of the grievance;
- b) The specific details of the grievance (e.g., a chronology of the events, and an explicit description of the unsafe and/or improper actions).
- c) A description of the informal meeting and attempted resolution, if any.
- d) The specific resolution/remedy desired by the grievant.

The grievant shall submit his or her written grievance to the faculty member's immediate Supervising Manager (hereafter called Manager) and to the Director of Student Development and Special Programs within ten (10) working days of the conclusion of Step 1, or in the case of Harassment/Discrimination, grievances arising from an incident occurring in the Fall semester the grievance must be filed no later than 90 working days following the occurrence of the last incident. For grievances arising from an incident occurring in the Spring semester the grievance must be filed no later than 30 working days following the beginning of the Fall semester. The Manager shall, within five (5) working days, forward copies of the grievance to the faculty member and UPM by certified mail. Upon receipt of the grievance, the faculty member or his/her UPM representative may, within ten (10) working days, file a written response with the Manager regarding the grievance, in accordance with the timelines outlined below.

STEP 3. Manager's recommendation: Within twenty (20) working days of the receipt of the grievance by the faculty member, the Manager shall submit, by certified mail, a written recommendation to the parties, the supervising Vice President, and UPM including:

- a) A determination of the facts;
- b) The Manager's recommendation to the supervising Vice President of a proposed resolution/remedy including any action to be taken by the MCCD.

STEP 4. Appeal Procedure

- 4.1 A grievant who is dissatisfied with the Manager's recommendation of a proposed resolution/remedy may submit a written appeal to the supervising Vice President (hereafter referred to as the Vice President) within fifteen (15) working days of the receipt of the Manager's decision. The Vice President shall issue a written decision to the parties and UPM by certified mail within fifteen (15) working days of receipt of the grievant's appeal.

- 4.2 The grievant may appeal the Vice President's decision to the Superintendent/President within ten (10) working days of receipt of that decision. The Superintendent/President shall issue a written decision to the parties and UPM by certified mail within fifteen (15) working days of receipt of the Vice President's recommendation.
- 4.3 The Superintendent/President's decision may be appealed to the Board of Trustees within thirty (30) working days of the receipt of the decision. The Board will consider the appeal in closed session at either of its next two (2) regularly scheduled meetings and will issue a final decision within forty-five (45) calendar days.
- 4.4 Should the faculty member or UPM determine that the Academic Grievance procedure has been misinterpreted, misapplied or violated, or that the resolution/remedy proposed by management violates one or more provisions of the MCCD-UPM Collective Bargaining Agreement, they may, within thirty (30) working days of the receipt of the MCCD's proposed resolution/remedy file a written grievance under Article XII, Sect. 12.2.1 and/or 12.5 of the CBA

26.4 MISCELLANEOUS

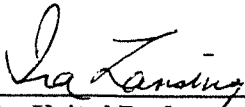
1. Faculty members have the right to be accompanied, advised and represented by UPM at any step of the Academic Grievance procedure.
2. Students have the right to be accompanied, advised and represented at any step of the Academic Grievance procedure by a person of their own choosing (other than an MCCD employee) or the Director of Student Development and Special Programs who is the only MCCD employee authorized to advise and/or represent students in the grievance procedure. Should the grievant name a faculty member who is supervised by the Director of Student Development and Special Programs (Director), the Director shall not assist the student in this capacity, and the Director of Student Affairs will serve in this capacity.
3. Implementation of any proposed recommendations/remedy and/or actions (as provided for in PROCEDURE, steps 3 & 4) shall be held in abeyance until notification of the disposition of the student's grievance or, if applicable, the final disposition of the faculty member's grievance as provided herein (cf. PROCEDURE, 4.4) and under Article XII of the Collective Bargaining Agreement.
4. The grievant may receive copies of those documents developed or utilized by the MCCD during the review of their Academic Grievance (i.e., any faculty response to the grievance, supervising manager's recommendations and any decisions by management or the Board of Trustees as provided for herein). Confidential materials or any material not originating with this grievance may be reviewed by the grievant and his/her representative only after mutual agreement between representatives of the UPM and MCCD.
5. The faculty member, and UPM shall receive copies of all materials/documents developed or utilized during this Academic Grievance procedure.
6. No material shall be developed or files and records kept that would violate the law, MCCD policies and procedures, the Education Code or the MCCD-UPM Collective Bargaining Agreement. More specifically, no documentation pertaining to any Student Academic Grievance shall be included in any faculty personnel file or student file at any time, except those resulting disciplinary action (i.e., as provided for in Article XXIV of the MCCD-UPM collective bargaining agreement.) All documents, communications and records pertaining to an Academic Grievance shall be confidential and shall be filed in a separate Academic Grievance file in the Office of the supervising Vice President. The faculty member, or UPM shall be permitted to examine and/or obtain copies of materials contained in these files.
7. All information derived from an Academic Grievance is confidential. Students will be informed of the necessity for confidentiality by the Manager at Step 2 of the formal Academic Grievance procedure. Information may not be made public nor discussed with anyone other than the participants and their authorized representatives. Any violation of the confidentiality provisions of this agreement by the grievant, or their representative shall result in the immediate termination, with prejudice.
8. Failure by the grievant to adhere to the time limit requirements of the Academic Grievance procedure shall result in the automatic termination of the grievance. Failure to adhere to the time limit requirements by the MCCD management representative shall result in the grievance advancing to the next step as provided for in the "Procedure" above. Time limits may be extended by mutual agreement of all parties to the grievance. Failure by the unit member or UPM to file a grievance under Article XII, Section 12.2.1 and/or 12.5 of the C.B.A within thirty (30) working days after the receipt of the MCCD's proposed resolution/remedy, shall result in the resolution's taking immediate effect.

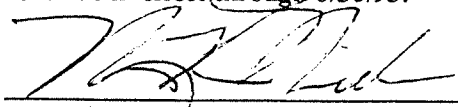
9. Faculty members have the right to represent themselves in the Academic Grievance procedure without intervention by UPM, provided the Academic Grievance procedure has not been misinterpreted, misapplied, or violated and provided the resolution proposed by management does not violate any provision of the MCCD-UPM Collective Bargaining Agreement. However, should UPM determine said violations have occurred, UPM reserves the right to file a written grievance under the provisions of Article XII, Section 12.5 of the MCCD-UPM Collective Bargaining Agreement. The MCCD shall not implement a proposed resolution/remedy of an Academic Grievance until UPM has received a copy of the grievance and proposed resolution/remedy and has been given an opportunity to file a response within thirty (30) working days.
10. Should the MCCD determine (consistent with California state law and the MCCD-UPM Collective Bargaining Agreement) that a grade change is mandated by this policy, the supervising manager and a representative appointed by UPM shall, by mutual agreement, select a qualified certificated instructor who shall become the "instructor of record" and who shall, after review and consultation with all other qualified instructors in the related discipline, assign a final grade from the following A, B, C, D, F, NC, Credit or Incomplete.
11. **RECOMMENDATIONS & ACTIONS:** All recommendations, resolutions & actions taken by the MCCD Board of Trustees or its managers shall be consistent with State and Federal law, the MCCD Policies and Procedures, and the MCCD-UPM Collective Bargaining Agreement. In the event of a conflict between the CBA and existing State or Federal law, refer to Article XIX "Severability" of the current CBA. In the event of a conflict between the CBA and the MCCD Policies and Procedures, the CBA shall govern.
12. All actions taken to remedy Harassment/Discrimination grievances will be applied according to the provisions of Article XXIV of the CBA.
13. All provisions of this agreement governing student conduct shall become part of the MCCD Policy and Procedures and shall be consistent with the terms and conditions governing certificated unit members provided herein.

26.5 DEFINITIONS & CONDITIONS

- 26.5.1 **GRIEVANT:** Any student who is officially enrolled in the class of the faculty member, or who is otherwise subject to the academic authority of a faculty member and who files an Academic Grievance.
- 26.5.2 **FACULTY MEMBER:** Any Certificated Instructor, Counselor, Librarian, or Other Certificated unit member represented by the United Professors of Marin.
- 26.5.3 **UNITED PROFESSORS OF MARIN:** The exclusive collective bargaining representative for the certificated faculty (herein referred to as UPM).
- 26.5.4 **SUPERVISING MANAGER/MANAGER:** The lowest level manager having immediate supervision over the faculty member against whom the grievance has been filed (department chairs are not managers).
- 26.5.5 **WORKING DAY:** Any day of the academic year (including intersessions) during which College offices are open for business.
- 26.5.6 **MCCD-UPM COLLECTIVE BARGAINING AGREEMENT/CBA:** The current labor agreement between the United Professors of Marin and the Marin Community College District.
- 26.5.7 **NOTICES:** All written notices required by the Academic Grievance procedure shall be mailed by certified mail/return receipt requested to the parties' last known address. Time limits begin on the postal date stamped on the receipt.
- 26.5.8 **SEVERABILITY:** The provisions of the Student Academic Grievance procedure contained herein, which apply to certificated members of the Collective Bargaining unit, shall become part of the MCCD-UPM Collective Bargaining Agreement. However, these same provisions are not intended in any way to sever, nullify nor invalidate other existing provisions of the MCCD/UPM CBA; i.e., should this procedure contradict or be inconsistent with other provisions of the MCCD/UPM CBA, the parties shall resolve the problem through negotiations.
- 26.5.9 **COPIES:** Members shall, upon request, provide to any student or faculty member a copy of the Student Academic Grievance procedure. Information about the procedure will be published in the College Catalog.
- 26.5.10 **ACCESS & REVIEW:** These procedures are not intended to deny a student's legitimate access to the MCCD Board of Trustees or judicial review in the courts.

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 6/30/93.

 3/13/91
For United Professors of Marin

 3/13/91
For Marin Community College District

MARIN COMMUNITY COLLEGE DISTRICT

Appendix A

CERTIFICATED SALARY SCHEDULE

Effective July 1, 1990

<u>Step</u>	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>
1	28,267	30,256	32,156	34,080	34,832
2	29,595	31,684	33,621	35,560	36,324
3	30,924	33,111	35,086	37,040	37,815
4	32,252	34,539	36,551	38,520	39,307
5	33,580	35,967	38,016	40,000	40,798
6	34,909	37,395	39,481	41,481	42,290
7	36,237	38,822	40,946	42,961	43,781
8	37,566	40,250	42,410	44,441	45,273
9	38,894	41,678	43,875	45,921	46,764
10	40,222	43,105	45,340	47,401	48,256
11	41,551	44,533	46,805	48,881	49,748
12	42,879	45,961	48,270	50,361	51,239
13	44,207	47,388	49,735	51,841	52,731
14	45,536	48,816	51,200	53,321	54,222
15	46,864	50,244	52,665	54,802	55,714
16	48,193	51,672	54,130	56,282	57,205

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.

1. Step 7 is the highest entering step for permanent teachers new to the District and temporary noncredit ESL working the semester program on-campus.
2. Step 3 is the highest entering step for temporary credit unit members.
3. All temporary instructors placed on the salary schedule may not advance beyond Step 10.
4. All temporary instructors placed on the salary schedule and employed prior to Fall 1987 and are at Step 10 or above will be retained at the step they held on 5/29/87 but will not advance further. All other temporary instructors placed on the salary schedule may advance to Step 10.
5. 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, such guarantee to be enforced by a surety bond.

TEMPORARY PART-TIME CREDIT INSTRUCTOR PAYMENT FORMULA:

$$* \text{Annual salary} \times \frac{\# \text{ of units}}{30} \times 80\% = \text{Semester payment} \div 5 = \text{Monthly salary.}$$

OVERLOAD CREDIT INSTRUCTOR PAYMENT FORMULA:

$$* \text{Annual salary} \times \frac{\# \text{ of units}}{30} \times 60\% = \text{Semester payment} \div 5 = \text{Monthly salary.}$$

INTERSESSION CREDIT INSTRUCTOR PAYMENT FORMULA:

$$* \text{Annual salary} \times \frac{\# \text{ of units}}{30} \times 65\% = \text{Total payment/Summer session.}$$

TEMPORARY NON-CREDIT ESL WORKING THE SEMESTER PROGRAM ON-CAMPUS

$$* \text{Annual salary} \div 2 \times 80\% \times \% \text{ FTE} = \text{Semester payment} \div 5 = \text{Monthly payment. (Effective July 1, 1991)}$$

* Placement on Certificated Salary Schedule

SUBSTITUTE INSTRUCTOR SALARY SCHEDULE:

<u>Laboratory and Field Classes</u>		<u>Less than MA</u>	<u>MA</u>	<u>Doctorate</u>
Step 1	Less than 6 years teaching	\$19.98	\$21.29	\$22.83
Step 2	6 or more years teaching	\$21.29	\$22.83	\$23.87
<u>Lecture Classes</u>				
Step 1	Less than 6 years teaching	\$22.83	\$23.87	\$25.42
Step 2	6 or more years teaching	\$23.87	\$25.42	\$26.45

NON-CREDIT INSTRUCTOR HOURLY SCHEDULE:

		<u>Laboratory or Lecture Lab</u>	<u>Lecture Class</u>
Step 1	0-3 quarters teaching with M CCD	\$25.70	\$28.47
Step 2	4-9 quarters teaching with M CCD	\$26.39	\$29.18
Step 3	10-18 quarters teaching with M CCD	\$27.06	\$29.89
Step 4	19 or more quarters teaching with M CCD	\$27.74	\$30.60

(Effective 1/1/86, all quarters are counted. Prior to that date, summer quarters were excluded.)

MARIN COMMUNITY COLLEGE DISTRICT

Appendix B-1

**CERTIFICATED SALARY SCHEDULE
Effective July 1, 1991**

<u>Step</u>	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>
1	30,484	32,382	34,091	36,089	36,917
2	31,742	33,802	35,551	37,639	38,465
3	33,000	35,223	37,012	39,189	40,012
4	34,257	36,643	38,472	40,739	41,559
5	35,515	38,063	39,933	42,289	43,106
6	36,773	39,483	41,393	43,839	44,654
7	38,031	40,904	42,854	45,389	46,201
8	39,381	42,324	44,314	46,939	47,748
9	40,731	43,744	45,811	48,489	49,295
10	42,082	45,164	47,328	50,039	50,843
11	43,432	46,585	48,844	51,589	52,391
12	44,782	48,005	50,361	53,139	53,937
13	46,132	49,425	51,878	54,689	55,485
14	47,482	50,845	53,395	56,239	57,032
15	48,833	52,266	54,911	57,789	58,579
16	50,183	53,686	56,428	59,339	60,126

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.

1. Step 7 is the highest entering step for permanent teachers new to the District and temporary noncredit ESL unit members and all other temporary non-credit unit members working the semester program on-campus.
2. Step 3 is the highest entering step for temporary credit unit members.
3. All temporary instructors placed on the salary schedule may not advance beyond Step 10.
4. All temporary instructors placed on the salary schedule and employed prior to Fall 1987 and are at Step 10 or above will be retained at the step they held on 5/29/87 but will not advance further. All other temporary instructors placed on the salary schedule may advance to Step 10.
5. 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, such guarantee to be enforced by a surety bond.

TEMPORARY PART-TIME CREDIT INSTRUCTOR PAYMENT FORMULA:

* Annual salary x $\frac{\# \text{ of units}}{30}$ x 80 % = Semester payment ÷ 5 = Monthly salary.

OVERLOAD CREDIT INSTRUCTOR PAYMENT FORMULA:

* Annual salary x $\frac{\# \text{ of units}}{30}$ x 75 % = Semester payment ÷ 5 = Monthly salary.

INTERSESSION CREDIT INSTRUCTOR PAYMENT FORMULA:

* Annual salary x $\frac{\# \text{ of units}}{30}$ x 75 % = Total payment/Summer session.

TEMPORARY NON-CREDIT ESL UNIT MEMBERS AND ALL OTHER TEMPORARY NON-CREDIT UNIT MEMBERS WORKING THE SEMESTER PROGRAM ON-CAMPUS

* Annual salary ÷ 2 x 80 % x % FTE = Semester payment ÷ 5 = Monthly payment.

* Placement on Certificated Salary Schedule

SUBSTITUTE INSTRUCTOR SALARY SCHEDULE:

<u>Laboratory and Field Classes</u>		<u>Less than MA</u>	<u>MA</u>	<u>Doctorate</u>
Step 1	Less than 6 years teaching	\$20.86	\$22.22	\$23.83
Step 2	6 or more years teaching	\$22.22	\$23.83	\$24.92
<u>Lecture Classes</u>				
Step 1	Less than 6 years teaching	\$23.83	\$24.92	\$26.53
Step 2	6 or more years teaching	\$24.92	\$26.53	\$27.61

NON-CREDIT INSTRUCTOR HOURLY SCHEDULE:

		<u>Laboratory or Lecture Lab</u>	<u>Lecture Class</u>
Step 1	0-3 quarters teaching with M CCD	\$26.83	\$29.72
Step 2	4-9 quarters teaching with M CCD	\$27.55	\$30.46
Step 3	10-18 quarters teaching with M CCD	\$28.25	\$31.20
Step 4	19 or more quarters teaching with M CCD	\$28.96	\$31.94

(Effective 1/1/86, all quarters are counted. Prior to that date, summer quarters were excluded.)

STIPEND

\$40.00 per hour

MARIN COMMUNITY COLLEGE DISTRICT

Appendix B-2

CERTIFICATED SALARY SCHEDULE

Effective July 1, 1992

<u>Step</u>	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>
1	30,669	32,685	34,385	36,577	37,411
2	31,914	34,124	35,884	38,155	38,978
3	33,160	35,562	37,384	39,733	40,544
4	34,405	37,001	38,883	41,311	42,111
5	35,650	38,440	40,383	42,890	43,677
6	36,896	39,879	41,882	44,468	45,244
7	38,141	41,317	43,382	46,046	46,810
8	39,386	42,756	44,881	47,624	48,377
9	40,731	44,195	46,381	49,202	49,944
10	42,082	45,633	47,880	50,780	51,510
11	43,432	47,072	49,380	52,359	53,077
12	44,782	48,511	50,879	53,937	54,643
13	46,132	49,950	52,379	55,515	56,210
14	47,482	51,388	53,878	57,093	57,777
15	48,833	52,827	55,378	58,671	59,343
16	50,183	54,266	56,877	60,249	60,910

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.

1. Step 7 is the highest entering step for permanent teachers new to the District and temporary noncredit ESL unit members and all other temporary non-credit unit members working the semester program on-campus.
2. Step 3 is the highest entering step for temporary credit unit members.
3. All temporary instructors placed on the salary schedule may not advance beyond Step 10.
4. All temporary instructors placed on the salary schedule and employed prior to Fall 1987 and are at Step 10 or above will be retained at the step they held on 5/29/87 but will not advance further. All other temporary instructors placed on the salary schedule may advance to Step 10.
5. 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, such guarantee to be enforced by a surety bond.

TEMPORARY PART-TIME CREDIT INSTRUCTOR PAYMENT FORMULA:

* Annual salary x $\frac{\# \text{ of units}}{30}$ x 80% = Semester payment ÷ 5 = Monthly salary.

OVERLOAD CREDIT INSTRUCTOR PAYMENT FORMULA:

* Annual salary x $\frac{\# \text{ of units}}{30}$ x 80% = Semester payment ÷ 5 = Monthly salary.

OVERLOAD ASSIGNMENTS AND PART-TIME TEMPORARY CREDIT ASSIGNMENTS FOR LIBRARIANS, COUNSELORS AND SCHOOL NURSES PAYMENT FORMULA:

Hours per semester ÷ 590 rounded to 4 decimal places = units. Then Temporary Part-Time Credit Instructor Payment Formula as above.

INTERSESSION CREDIT INSTRUCTOR PAYMENT FORMULA:

* Annual salary x $\frac{\# \text{ of units}}{30}$ x 80% = Total payment/Summer session.

INTERSESSION PERMANENT CREDIT COUNSELOR PAYMENT FORMULA:

Hours per intersession ÷ 572.5 rounded to 4 decimal places = units. Then Temporary Part-Time Credit Instructor Payment Formula as above.

TEMPORARY NON-CREDIT ESL UNIT MEMBERS AND ALL OTHER TEMPORARY NON-CREDIT UNIT MEMBERS WORKING THE SEMESTER PROGRAM ON-CAMPUS:

* Annual salary ÷ 2 x 80% x % FTE = Semester payment ÷ 5 = Monthly payment.

* Placement on Certificated Salary Schedule

SUBSTITUTE INSTRUCTOR SALARY SCHEDULE:

<u>Laboratory and Field Classes</u>		<u>Less than MA</u>	<u>MA</u>	<u>Doctorate</u>
Step 1	Less than 6 years teaching	\$21.10	\$22.48	\$24.11
Step 2	6 or more years teaching	\$22.48	\$24.11	\$25.21
<u>Lecture Classes</u>				
Step 1	Less than 6 years teaching	\$24.10	\$25.21	\$26.84
Step 2	6 or more years teaching	\$25.21	\$26.84	\$27.93

NON-CREDIT INSTRUCTOR HOURLY SCHEDULE:

		<u>Laboratory or Lecture Lab</u>	<u>Lecture Class</u>
Step 1	0-3 quarters teaching with MCCD	\$27.14	\$30.07
Step 2	4-9 quarters teaching with MCCD	\$27.87	\$30.82
Step 3	10-18 quarters teaching with MCCD	\$28.58	\$31.57
Step 4	19 or more quarters teaching with MCCD	\$29.30	\$32.31

(Effective 1/1/86, all quarters are counted. Prior to that date, summer quarters were excluded.)

STIPEND

\$40.47 per hour

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

ACADEMIC/FLEX CALENDAR FOR 1993-94

The District and the Union agree to the following Academic/Flex Calendar for 1993-94.

SUMMER SESSION 1993

Classes:	June 21 to July 30
 <u>FALL 1993 (88 days)</u>	
Non-mandatory flex:	August 16, 17, 18
Mandatory flex:	August 19, 20
First day of classes:	August 23 (Monday)
Last day of classes:	December 14 (Tuesday)
Finals:	December 15, 16, 17, 20, 21
Grade Reports Due:	January 4 (Tuesday)

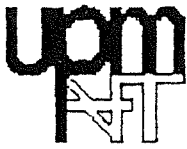
SPRING 1994 (87 days)

Non-mandatory flex:	January 18, 19, 20
Mandatory flex:	January 21 (Friday)
First day of classes:	January 24 (Monday)
Last day of classes:	May 20
Finals:	May 23, 24, 25, 26, 27
Graduation:	May 27
Grade Reports Due:	June 3 (Friday)
Spring Break:	March 28-April 1

SCHOOL HOLIDAYS

<u>Summer 1993</u>	<u>Fall 1993</u>	<u>Spring 1994</u>
July 5 (Mon)	September 6 (Mon)	January 17 (Mon)
	November 12 (Fri)	February 18 (Fri)
	November 25 (Thurs)	February 21 (Mon)
	November 26 (Fri)	May 30 (Mon)

All non-credit courses to be offered as defined in current CBA.



UNITED PROFESSORS OF MARIN LOCAL 1610

AMERICAN FEDERATION OF TEACHERS

P.O. Box 503 • Kentfield, California 94914 • (415)-459-1524

Date: August 28, 1992,
 To: Doris Tucker
 From: Carl Cox
 Subject: Increase in dues/changes in dues structure

Please make the following changes for payment of dues for UPM unit members, effective September payroll:

MONTHLY DUES	EARNINGS PER MONTH	
\$6.50 per month	\$1 to \$300 per month)	
\$11.29 per month	\$301 to \$750 per month)	$\frac{1}{4}$
\$19.39 per month	\$751 to \$1500 per month)	
\$29.75 per month	\$1501 to \$2000 per month)	$\frac{1}{2}$
\$36.89 per month	\$2001 to \$2800 per month)	
\$51.56 per month	\$2801 and above	FT

Thank you for your help in this matter

**Marin Community College District
NOTICE OF CERTIFICATED ABSENCE OR ILLNESS**

TO: PERSONNEL

FROM: _____ (APPROPRIATE DEAN / DIRECTOR)

DATE: _____

The following-named individual, _____ 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:

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. _____
2. _____ 7. _____
3. _____ 8. _____
4. _____ 9. _____
5. _____ 10. _____

1. _____ 6. _____
2. _____ 7. _____
3. _____ 8. _____
4. _____ 9. _____
5. _____ 10. _____

1. _____ 6. _____
2. _____ 7. _____
3. _____ 8. _____
4. _____ 9. _____
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:

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 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 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.

☐

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.

- (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.

II. Continued

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 an individual, that individual 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 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 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 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 projects by the faculty 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 _____.

Project/Service Starting Date: _____ Project/Service Ending Date _____

I understand failure to complete the project/service and submit a report to UDWC by _____ will result in
(date)

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

71

Date

UDWCAGRE

Marin Community College District

REQUEST FOR REDUCED LOAD

Submit this form to the UPM-DISTRICT WORKLOAD COMMITTEE via the PERSONNEL DEPARTMENT at least 30 working days prior to your assignment.

TO: UPM/DISTRICT WORKLOAD COMMITTEE

FROM: _____ DEPT. _____
(Name of applicant)

DATE: _____

Semester _____ Units _____

Total number of units to be carried _____ (See Contract Section 8.12.3 for restrictions and benefit coverage).

Reason for request: (Only if in excess of 3 units, one course, or over 10% of non-credit load. See Section 8.12.1)

Applicant Signature

UDWC Signature/Date

Vice President/Date

cc: Department Chair

Routing: Personnel
Academic Affairs

Marin Community College District CONFERENCE OR HONORARY LEAVE REQUEST FORM FOR UPM MEMBERS

(Please type or print firmly.)

Name _____ Teaching 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 faculty member	
☐ Temporary (part-time) faculty member (teaching at least 6 units per semester or 12 units a year)	
Check one:	
☐ Conference leave (Section 5.5.1.1 of District/UPM Contract)	
☐ Honorary leave (Section 5.15 of District/UPM Contract)	
☐ District-directed/required leave (requires signature of VP) _____	
ACADEMIC AFFAIRS ONLY	
How many paid days of conference leave have you had this year? _____ (eligible for up to four)	
Name of Conference: _____	
(Name of organization sponsoring conference. You must attach conference 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 substitute: _____	
Name(s) of paid substitute: _____	
BUDGET INFORMATION: (Note: All items must be completed or the form will be returned.)	
Roundtrip transportation: Car _____ miles @ _____/mile = \$ _____, Airfare \$ _____ Other: _____	
Hotel: Your cost for _____ nights is \$ _____ Conference fee: \$ _____ Meals: \$ _____ 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 _____	
Supervising Vice President action:	
☐ Approved ☐ Disapproved (If disapproved, return to originator who may appeal; see Grievance Article in contract.)	
Reason _____	
Supervising Vice President signature: _____ Date _____	

GOLD: originator retains;

PINK: PAC retains;

YELLOW: Vice President retains;

GREEN: Vice President returns to originator;

BLUE: Vice President sends to Department Chair;

WHITE: Vice President sends to Fiscal Services

08LvRqUPM12/89

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

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 V, 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, 1990 THROUGH June 30, 1993 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 paragraph 8.12.3 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? _____
Legal tenure is authorized to age 70 under the California Education Code.
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

Date

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/teach new courses? Are you anticipating a change in your teaching assignment? Are you doing this to update the knowledge in your field? To learn new teaching techniques? etc.)
- B. Specific purposes: Which classes that you now teach or expect to teach 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/teach new courses? Are you anticipating a change in your teaching assignment? Are you doing this to update the knowledge in your field? To learn new teaching techniques, etc?)
- B. Specific purposes: Which classes that you now teach or expect to teach 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/teach new courses? Are you anticipating a change in your teaching assignment? Are you doing this to update the knowledge in your field? To learn new teaching techniques, etc?)
- B. Specific purposes: Which classes that you now teach or expect to teach 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 individual. (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. (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.)					
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 instructor who has the highest number of points.

SAMPLE/"SLIDING SCALE" OF VALUES FOR EVALUATING SABBATICAL LEAVE PROPOSALS

CRITERION:

- #1 Value to District, to students and to the individual. (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.

*** E X A M P L E S ***

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. (By giving criterion #1 20 points potentially, #1 is being given PRECEDENCE over #2, which has only 12 points potentially.	6 2nd appl	3 3rd appl	6 2nd appl	12 1st appl	12 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.)	8 8 years	8 8 years	11 11 years	6 6 years	8 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 instructor who has the highest number of points.

Marin Community College District

**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 V (page 11) 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

**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 VI (page 14) 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: Instructional Unit/Service Unit (Assignment)_____

Location _____

To: Instructional Unit/Service Unit (Assignment)_____

Location _____

Effective Date: _____

The following criteria are reproduced from the District UPM/AFT contract:

6.1.1.1.1 Certification. Certification (majors or minors) to perform the services required; plus Section 6.1.1.1.2.

6.1.1.1.2 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.

6.1.1.1.3 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

Supervising Vice President

Marin Community College District

Unit Member**INVOLUNTARY TRANSFER AGREEMENT**

Pursuant to provisions of Section 6.3 of Article VI (page 14) 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: Instructional Unit/Service Unit (Assignment) _____

Location _____

To: Instructional Unit/Service Unit (Assignment) _____

Location _____

Effective Date: _____

Dean/Director 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 dean or director 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 VI of the contract between the Marin Community College District and the United Professors of Marin/American Federation of Teachers, 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.

Unit Member

Date

Dean/Director

Date

ASSIGNMT

Marin Community College District

DISTRICT DIRECTED ASSIGNMENTS

Pursuant to provisions of Section 6.5 of Article VI 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

Dean/Director

Date

ASSIGNDT

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

_____ provided individual attention for students with problems

_____ role play

_____ simulation

 demonstration

 games

_____ audio or visual teaching aids (film, TV, overhead projector, slides, video, etc.) _____

_____ other methods observed

_____ appeared attentive

_____ took notes

_____ participated in discussions

_____ performed assigned tasks

_____ asked for assistance

Evaluate: _____

Class visited: _____

Visited on the day of _____, hours of _____

Signature of evaluator: _____

POINSTR

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	

 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.

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.

Student Evaluation of Course and Instructor Continued

(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

Marin Community College District

STUDENT EVALUATION OF LIBRARIAN INSTRUCTION

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. 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

STEVLIBR

Marin Community College District

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?

Marin Community College District

PROFESSIONAL SELF EVALUATION CRITERIA

Faculty utilizing the Professional Self-Evaluation Form may use all or any of the following categories in completing their report. Faculty 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)**

Faculty 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 faculty 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 faculty member.

EVALUATION PROGRESS REPORT

Article VII requires that the UPM Peer Evaluator submit an evaluation process progress report to the supervising Vice President of the Faculty member being evaluated by December 15 (7.3.4.1).

Faculty 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 Office

EVALPROG

EVALUATION REPORT

NAME _____ DATE OF EVALUATION _____

TITLE _____ ADVISOR TO THE EVALUATOR _____

The evaluatee, a probationary / permanent / temporary credit / temporary non-credit (circle one) employee, and a member of the certificated 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 Employee_____
Date_____
Signature of Faculty Advisor_____
Date

Marin Community College District

The following evaluation is mandated yearly by Section 8.9.1 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. 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-certificated 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-certificated 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 certificated unit members within the discipline/department.

[illegible]

Evaluator: _____

Name of Department Chair: _____

Dept.:

Date: _____

Marin Community College District

The following evaluation is mandated yearly by Section 8.9.1 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.

FACULTY EVALUATION OF DEPARTMENT CHAIRS

1 = ACCEPTABLE
2 = NOT ACCEPTABLE
3 = NOT OBSERVED

The chairperson shall:

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 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, faculty preferences, for each semester and intersession, making sure that appropriate classes are assigned in both the day and evening.
4. Assist faculty 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 regular/permanent faculty.
14. Assist faculty in finding substitute staff as necessary and assure that substitutes are credentialed and on the payroll.
15. Remind the faculty of their contractual responsibilities.

1	2	3

Faculty Evaluation of Department Chairs Form Continued

1 = ACCEPTABLE
2 = NOT ACCEPTABLE
3 = NOT OBSERVED

16. Provide orientation for new staff in the department.
17. Encourage temporary faculty to attend department meetings.
18. Conduct departmental faculty meetings at least once a semester for the department's temporary day and evening faculty.
19. Hold regularly scheduled advisory committee meetings (for the occupational programs).
20. Prepare and submit the total department budget, following conferences with the faculty and staff. Be the spokesperson and advocate for the budget.

1	2	3

Evaluator: _____

Name of Department Chair: _____

Dept.: _____

Date: _____



SAMPLE "WARNING" LETTER

KENTFIELD, CA 94904

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Date

Address

Dear

The purpose of this letter is to advise you that you appear to have violated Article V, Section 5.1 of the MCCD/UPM Contract, which is subject to sanctions under Article XXIV, Section 24.5 of the Contract -- (FAILURE TO FILE REQUIRED ABSENCE REPORT WITHIN THREE WORKING DAYS (as defined in Article XII, Section 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 XII, Section 12.2.3) in order to avoid the imposition of Article XXIV 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 XXIV, Section 24.5 of the Contract.

We urge you to carefully examine this and the other contractual obligations of Article XXIV in order to avoid a letter of censure and subsequent financial penalties.

Sincerely,

Name of Vice President

cc: UPM