

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

JULY 1, 1987 — JUNE 30, 1990

W/SIDEBARS

**Marin
Community
College
District**



12. L. E. RUMFORD GESSAGA-HI ON
 13. GALT FORTNIGHT - A - 11/12/1944
 14. RUMFORD FERNLEY SIMMS
 15. PAPPY BEARD FRANDRENU BEARD

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PREAMBLE

This Agreement is entered into this August 5, 1987 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 instruction whose period of employment is three (3) or more days in a contract year (a contract year runs from July 1 to June 30), 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, ^{Director} ~~Coordinator~~ of Extended Opportunity Programs and Services, Director of Dental Assisting Program, ~~Athletic Director and Director of Nursing.~~ (7/7/89), ^{DIRECTOR OF THE ART GALLERY & COORDINATOR OF THE DISABLED STUDENTS} ~~COORDINATOR OF INSTITUTIONAL RESEARCH~~ 3/5/89, ^{PROGRAM (4/27/89)}

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 as of 1/1/88 and 1/1/89. UPM agrees to no collective bargaining salary increases for the academic year 1989-90.

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 9/15/87 and on 12/15/88. 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 UPM's first step for each comparable 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 UPM's tenth step for each comparable 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.

3.1 (b) The non-credit salary schedule shall be modified by increasing each of its steps and columns by the same percentage increase given step six, column three of the credit schedule (i.e., as granted due to the provisions of 3.0 (a) above) effective 1/1/88 and 1/1/89.

3.2 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. Service in summer intersession assignments (summer quarter) shall be counted for the purposes of establishing salary longevity pay rates from 1/1/86 on.

3.3 All temporary credit instructors shall be paid at the level of 80% pro rata of the individual faculty members's salary schedule placement.

3.4 Definition of an earned doctorate.

3.4.1 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.

3.4.2 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.

3.5 The District will make regular "last-working-day-of-the-month" salary payments, to all temporary faculty, as soon as the payroll system is capable of handling the responsibility.

3.6 Permanent non-credit unit members working more than 175 days per academic year shall be paid at the intersession rate for all work performed beyond the 175 days of the academic year.

ARTICLE IV: FRINGE BENEFITS

4.1 For the cost of the medical, dental, vision and group term life insurance coverage the District's monthly contribution for full-time permanent unit members shall not exceed \$360 for the first year of contract coverage and \$370 for the second year of contract coverage and \$380 for the third year of contract coverage. Part-time permanent unit members will receive the full CRA amount and will have remaining benefits covered at these limits pro-rated by their proportion of FTE.

4.1.1 These dollar amounts include a \$30 monthly contribution to a certificated retirement account (CRA). The CRA will be constructed, managed and maintained by a third party underwriter at no direct expense to the District beyond the contribution itself and submission of the contribution to the underwriter. The underwriter may present different options or goals for the CRA, including 403(b) plans.

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 \$700.00 annual payment. The payments shall be reduced on a pro rata basis for new unit members who waive coverage for less than a full year. 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.

4.1.6 A unit member may elect to increase through payroll deductions his or her contributions to the CRA.

4.1.7 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 contribute up to \$171.68 for the Kaiser coverage, 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. Unit members working in the non-credit ADA generating program for 60% or more of a full-time equivalent load shall qualify for \$50.00 per month District contribution to Kaiser medical coverage. No spousal waiver (see 4.1.4) is permitted on the \$50.00 (fifty) 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 ten (10) 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.

4.10 Resignation/Retirement Incentives

4.10.1 Any permanent unit member, age 55 or older, who submits a resignation for the purpose of retirement by 10/30/87 effective 6/30/88, will receive a one-time retirement incentive of \$20,000. Any permanent unit member age 55 or older, who submits a resignation for the purpose of retirement by 10/30/88 effective 6/30/89, will receive a one-time retirement incentive of \$10,000. The resignation is irrevocable. The incentive will be paid in two equal payments, one in the June of the retirement year and one in June of the following year. Payments may be to the CRA or to the employee, as directed by the employee.

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, the appropriate reporting forms to be made available to the unit member by the appropriate Dean or the Department Chairperson.

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 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 according to the following formula:

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

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 if there is no cost to the District. A written report will not be required if the unit member's absence meets these requirements.

5.4 Personal Necessity Leave

5.4.1 A unit member may use, at his/her election during any school year, not more than eight (8) 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, and attending funerals of close friends, colleagues and relatives.

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 ^{sympathetic} Dean of Faculty 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 an eight (8) 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 PAC shall recommend to UPM and the President/Superintendent all criteria for the granting of paid and unpaid Conference Leaves, and 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 President/Superintendent shall modify, delete and/or add to these criteria and these shall be the criteria used by the PAC for the granting of Conference Leaves. Any criteria not agreed to by UPM and the President/Superintendent 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 recommended by the PAC to the Vice President for Academic Affairs. 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 faculty member and temporary faculty members teaching at least six units a semester or twelve units a year shall be eligible for up to four (4) paid days of conference leave per academic year, per limitations of Sections 5.5.3 and 5.5.3.1. Such leaves include participation in professional activities/education with a recognized group, school, organization, or national/international body, and attendance at conferences or events. Applicants shall submit the request to the PAC at least fifteen (15) working days in advance. Exceptions to the fifteen (15) working day advance application will require a written request for waiver to be submitted to the PAC, if said request for waiver is received prior to a regular meeting of the PAC. These leaves shall be in addition to the leaves specified in Section 13.14 of this contract.

5.5.1.2 Conference and Honorary Leave General Fund support criteria:

1. No money will be granted for meals, unless cost of meals is included in the conference fee.
2. For the first request each academic year:
 - a. requests under \$100 -- fully funded
 - b. requests over \$100 but less than \$300 -- funded at 60% or \$100, whichever is greater
 - c. requests over \$300 but less than \$500 -- funded at 50% or \$180, whichever is greater
 - d. requests over \$500 -- funded at 40% or \$250, whichever is greater
3. The level of funding for subsequent requests shall be determined by the cumulative total of travel monies received by each individual, funded as described in #2 above.
4. All grants are subject to the availability of funds.

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 Vice President for Academic Affairs.

5.5.3 The District shall provide \$7500 for each academic year for approved conference leave, honorary leave and related travel costs exclusive of categorical funds.

5.5.3.1 The District shall provide \$7500 for each academic year for substitutes for all approved conference leaves and

honorary leaves.

5.5.3.2 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 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 certified staff as a whole.

5.6.3 Eligibility. To be eligible for sabbatical leave a unit member must have six (6) years of full-time service as a member of the faculty or six (6) years of 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 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. Service after employment by the District 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 three (3) years of the beginning date of the first leave. 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 minimum number of sabbatical leaves awarded in any one (1) fiscal year shall be five percent (5%) of the total complement of filled certified positions (excluding administrative positions), 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,

but not including one-year contract or part-time employees serving in place of permanent or probationary employees on leave from the District.)

5.6.6 Compensation

5.6.6.1 Unit members granted sabbatical leaves for a period of one (1) semester or less shall be paid eighty percent (80%) of the 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. In the event that more applications for sabbatical leave are submitted than the quota will permit, then the granting of said leaves will be governed by the following list of priority determinations, listed in order of precedence:

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 what the applicant may contribute following his/her return through classroom teaching, leadership, curriculum development or teaching methods.

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.

5.6.8 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. Sabbatical requests are to be acted upon by the Sabbatical Leave Committee 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.

5.6.8.3 The Vice President of Academic Affairs 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 of Academic Affairs believes are necessary 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.

5.6.9 Accident or Illness. Interruptions of the program of study or research caused by serious accident or illness during a sabbatical leave, evidence of which is satisfactory to the Leave Committee, shall not prejudice a unit member regarding the fulfillment of the conditions concerning study or research on which such leave was granted nor affect the amount of compensation to be paid such unit member under the terms of such sabbatical leave; provided, however, that the Leave Committee has been promptly notified of such accident or illness. This notice shall be by registered letter mailed within fifteen (15) days of such illness or accident, or as soon as physically possible.

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, etc.) 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. 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.

5.7 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 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). The PAC shall be composed of two UPM and two District appointed members (all members shall be voting members). The PAC shall recommend to UPM and the President/Superintendent all criteria for the granting of Unpaid Leaves and 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 President/Superintendent shall modify, delete and/or add to these criteria and these shall be the criteria used by the PAC for the granting of Unpaid Leaves. Any criteria not agreed to by UPM and the President/Superintendent 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 recommended by the PAC to the Vice President for Academic Affairs. 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 opinions(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). The PAC shall be composed of two UPM and two District appointed members (all members shall be voting members). The PAC shall recommend to UPM and the President/Superintendent all criteria for the granting of Honorary Leaves, and 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 President/Superintendent shall modify, delete and/or add to these criteria and these shall be the criteria used by the PAC for the granting of Honorary Leaves. Any criteria not agreed to by UPM and the President/Superintendent 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 recommended by the PAC to the Vice President for Academic Affairs. Applicants for Honorary Leaves who are denied said leaves may appeal via the provisions in the Grievance Article of this contract (see 5.5.1.2 for criteria).

5.15.1 Each permanent faculty member and temporary faculty members 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 invited to participate in professional activities with a recognized group, organization, or national/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. The criteria set forth in Section 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. The limitations of Section 5.5.3 and 5.5.3.1. shall apply.

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.

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 Vice President for Academic Affairs. 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 Vice President for Academic Affairs, 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 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.

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 or service unit to another 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 except in unusual circumstances due to resignation, death, illness, accident, emergency leave, or physical catastrophe. ^{AT LEAST} 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. ^{COMMIT}

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 teachers and 6:00 p.m. for other UPM unit members). In the event of a violation of this rule, the unit member may begin the grievance process.

6.5 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 below, 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 Overload

6.6.1 An overload is a voluntary assignment of a regular or contract unit member to additional teaching, counseling, librarianship or other certificated duties beyond those required of a full-time employee in those areas.

6.6.2 Except for assignments outside the unit member's defined work year, substituting within the work year, and work performed under instructional grants, an 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.

6.6.3 The maximum overload for instructional staff shall be one (1) class per term or twenty percent (20%) of the full-time load, whichever is greater. The maximum overload for a unit member other than an instructor shall be twenty percent (20%) of the full-time workload of that unit member.

6.7 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. 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.

6.8 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.

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 For each contract/probationary unit member there shall usually be one (1) formal written evaluation each probationary year. The evaluator may, however, recommend that a second evaluation be made in the same academic year. 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 fair and reasonable summary of the information provided through the contractually agreed upon evaluation processes and instruments. The evaluatee shall be advised in all phases of the evaluation by a faculty member named by UPM/AFT.

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, 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) Self Evaluation using the forms, processes and criteria contractually agreed upon.

7.2.1.2.1 The evaluator shall schedule classroom or other on-the-job visits (re: counselors, librarians, etc.) by himself/herself and the UPM/AFT faculty advisor.

7.2.1.2.2 The evaluatee, with consultation by the evaluator 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 Professional Self Evaluation form). 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.

7.2.1.2.3 Student evaluations shall be obtained using ETS Forms and interpreted by management in the manner contractually agreed upon. The purpose of the student evaluation is to provide each teaching faculty member with feedback about student perceptions of his/her teaching.

7.2.1.2.3.1 The ETS SIR questionnaire will be administered by either the UPM advisor or the management representative for each faculty member to be evaluated. All persons administering the ETS SIR questionnaires shall be trained to do so in a joint UPM advisor and management representative in-service program to be jointly designed and implemented by UPM and management representatives. Either the UPM advisor or the management representative, or both, shall be present during the administration of the ETS SIR questionnaires.

7.2.1.2.3.2 For faculty on full teaching assignment, a minimum of two and a maximum of three classes, shall be utilized in gathering the questionnaire data.

7.2.1.2.3.3 The ETS SIR report of community college national norms, by discipline and where appropriate by specialized courses within disciplines, shall be the comparative base for interpreting student responses to the faculty.

7.2.1.2.3.4 Items 1-20, item 24, and items 32 - 39 shall comprise the total ETS sample of questionnaire items from which student responses may be used for interpretation. The desired performance shall be individual faculty scores on each of these items which fall within one standard deviation from the national mean on that item on 20 of the listed items with no more than nine of his or her item scores falling below one standard deviation from the mean (note that any number of scores may fall to the right side of the mean and that only scores falling to the left of the mean shall have the above noted interpretive guidelines utilized).

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, consistent with the requirements of 7.2.1.1 above, including suggestions for improvement, if any, and a recommendation concerning reemployment shall be shown first to the evaluatee, and advisor, and then submitted by February 15 to the District Personnel Office. Recommendations for improvement may include in-service training to improve job performance. 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 In alternating periods of two years, regular unit members shall be evaluated once through self evaluation (using the Professional Self Evaluation Form) and once using the performance observation form(s). 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 evaluations; the other half with performance observation. The implementation of these provisions shall begin with the Fall semester of 1987. The following implementation rules shall be followed:

- A) Evaluatees shall be advised in all phases of their evaluation process by a faculty member named by UPM/AFT.
- B) For performance observation evaluations, an evaluation team composed of a management designee from management, a unit member chosen by the evaluatee, and the UPM advisor shall make their own observations and report them on separate forms.

7.3.2 Professional Self-Evaluation Reports, when required during alternating two year evaluation cycles, shall be filed by April 15 of the year in which the report is due.

7.3.3 Student evaluation of instruction shall occur in each two year evaluation (Self or Performance Observation) and shall be obtained on ETS Forms and interpreted by management in the manner contractually agreed upon. The purpose of the student evaluation is to provide each teaching faculty member with feedback about student perceptions of his/her teaching (See 7.2.1.2.3 for administration and interpretation of student evaluations).

7.3.4 A final written evaluation, whose content must be a fair and reasonable summary of the information provided through the contractually agreed upon evaluation criteria, processes and instruments, shall be written by the manager involved in the evaluation process. Recommendations for individual improvement, if any, shall be shown first to the evaluatee and his/her UPM advisor and then submitted by May 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.

7.3.5 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 improvement shall, with consultation from their UPM advisor, complete an agreement with the district in which they shall describe their plan of action for accomplishing the required improvements in their performance. Economic costs of an agreed upon retraining program (examples: books, tuition) shall not be the responsibility of UPM unit members. UPM unit members required to retrain, as provided for here, shall have 45 working days to reach an agreement with the district regarding the elements of their retraining program. UPM unit members may be represented by UPM in the negotiations required here.

7.4 Temporary (Non-Probationary) Unit Members

For each temporary unit member there shall be a formal written evaluation at least once every three (3) years of active service. The options and procedures for evaluation shall be those applying to a regular permanent unit member, except that the evaluation may occur in any semester and at any time within a semester and the action dates may be adjusted for Spring evaluation. Student evaluations will be obtained on ETS forms in either one or two randomly selected classes (See 7.2.1.2.3 for administration and interpretation of student evaluations).

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 on no more than two (2) evaluation processes per academic year.

7.7 UPM and the M CCD agree to investigate the research literature regarding faculty and program evaluation, and to then negotiate improvements in the evaluation criteria, instruments and processes, if such improvements appear necessary, said research to begin 9/87, with completion of these negotiations to occur by 6/89.

ARTICLE VIII: WORKLOAD

8.1 The work week for full-time unit members shall be considered to be thirty-seven and one-half (37 1/2) 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.

SEE 3/7/89 Fitzgerald interpretation letter

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 Unit members will have until the Fall semester, 1988 to comply with this measure.

8.2.2.3 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. This provision will be implemented in the Spring semester of 1988.

8.2.2.4 For the Spring semester of 1988 only the provision in 8.2.2.3 above will require any reassigned time or reduced load, when added to the teaching assignment, to total at least 15 units.

8.3 The existing Union-District Workload Committee (UDWC) shall hereafter consist of two UPM appointed and two

*See
1/30/89
Sidebar*

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 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 President/Superintendent all criteria for the granting of such reassigned time, overloads or stipends. UPM and the President/Superintendent 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 President/Superintendent 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 President/Superintendent 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 contact 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--fieldwork coordination, intern coordination, program coordination, department chair or other regular functions of two or more semesters duration
- IV. Academic Senate
- V. Other--all others

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. Effect on educational program (0-10 points).
2. Effect on keeping curriculum up to date (0-10 points).
3. Effect on enrollment (on an individual class basis) (0-10 points).
4. Effect on student retention (in the program, department or discipline) (0-10 points).
5. Effect on attendance (in the class, daily) (0-10 points).
6. Effect on recruitment/outreach (on an institutional basis) (0-7 points).
7. Type of delivery system (0-5 points).
8. Effect on department (including scheduling and other staffing considerations) (0-3 points).
9. Cost effectiveness (0-10 points).
10. Qualification of the recipient to perform the task (reject [if not qualified] or accept [if qualified]).
11. Number of years since the recipient was last awarded (one point for each year since 1986, maximum of 10 points).
12. Number of years since the department was last awarded (one point for each year since 1986, maximum of 10 points).
13. Only application from the department (0 [if no] or 3 points [if yes]).

8.3.4 All requests in Category V will be evaluated each semester using criteria #1-13. All requests in Category III will be evaluated each year using criteria #1,2, 8-12. All requests in Category II will be evaluated each semester using criteria #8-13.

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 partially or totally 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:

Math	
COM	2.0
IVC	2.0
English (IVC)	2.0
Computer Science (COM)	2.5
Business Skills	
COM	1.5
IVC	1.5
Dental Assisting	1.5
Performing Arts	6.0
Director of Athletics**	9.0
Director of Nursing	6.0
TOTAL	34.0

** (175 day workyear as established by past practice, work hours not to exceed those established elsewhere in Article VIII)

Category IV will be a minimum of 9 teaching units for the academic year 1986-87, 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:

Reassigned time-- 100% pro rata, Overload--as specified in the Appendix of the Contract, Stipends--\$35.50 per hour

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.

8.4 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.

8.5.2 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 Counselors. Counselors shall be scheduled for no fewer than twenty-eight (28) hours per week of contact with students in individual or group counseling and/or in scheduled counseling classes. A work schedule for an additional seven (7) hours per week shall be arranged by management after consultation with the unit member. For each teaching unit of a scheduled counseling class, the counselor teaching that class will be credited with a total of thirty-five (35) hours of student contact during the period of the course.

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 1/2) 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 by 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 faculty 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. Examine and evaluate alternative teaching methods and share appropriate information with the Department's Faculty.
4. Prepare a schedule of classes, in conformity with contractual limitations and to the extent possible Faculty preferences, for each semester and summer school, making sure that appropriate classes are assigned in both the day and evening.
5. Assist faculty in up-dating course outlines and communicate these up-dates in writing within the department and to the appropriate instructional office(s).
6. Develop statements for the Schedule and maintain current information in the college catalog and other college publications
7. Assist faculty in funding proposals, including sharing information on funding opportunities.
8. Plan additions to and modifications of the physical plant as needed by the department.
9. Supervise use of department facilities and equipment.
10. Try to resolve intra departmental conflicts.
11. Represent the department at appropriate meetings and to the administration.

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. 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. 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), and attend curriculum committee meetings as needed, and distribute the minutes of official meetings to selected campus offices 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 Department Chairpersons' Committee.
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. All faculty and managerial requests of the chair shall be in writing, with the chair responding to these requests in writing.
5. The chairperson shall be informed in writing by the appropriate administrator of actions taken by the administration on matters referred to management by the chairperson.

F. Personnel

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

signatures.

2. The Department Chairperson shall be responsible for signing all Directed Studies forms, within the limits of the current contract.

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.

8.10 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 courses offered in the community services program which a management employee will be allowed to teach. 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.

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 Program. Full-time non-credit instructors shall teach twenty (20) lecture hours, or thirty (30) laboratory, studio, or activity hours, per week.

8.12 Regular (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 (tenured) unit members shall apply to the Professional Affairs Committee (PAC) for reduced loads. The PAC shall be composed of two UPM and two District appointed members (all recommended by the PAC to the Vice President for Academic Affairs). The PAC shall also recommend to UPM and the President/Superintendent all criteria for the granting of Reduced Loads and 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 President/Superintendent shall modify, delete and/or add to these criteria and these shall be the criteria used by the PAC for the granting of Reduced Loads. Any criteria not agreed to by UPM and the President/Superintendent 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 Reduced Loads. Applicants for Reduced Loads who are denied said leaves may appeal via the provisions in the Grievance Article of this contract.

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. The workyear for counselors shall fall between July 1st and June 30th. A duty-free period of not less than five (5) consecutive weeks shall be scheduled. Such unit members shall not be required to render more than one hundred seventy five (175) days of service without additional compensation. Individual work schedules shall be established by the immediate supervisor after consultation with such unit members.

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.

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.

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

See 11/89 agreement
The Staff Development Committee shall be composed of two UPM members and two MCCD representatives, plus one non-voting student. 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. The Staff Development Committee shall decide in the areas listed in 9.8.2(b), or, if the vote is split, communicate its split vote, to the Vice President, Academic Affairs, who will in turn recommend to the Superintendent/President, whose decision shall be final.

9.8 Mandatory On-Campus Flex-Time Assignments

9.8.1 Mandatory on-campus 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.

See 4/90 agreement
9.8.2 (a) Mandatory on-campus flex-time shall be scheduled for no more than four of the flex-time days of the Fall Semester and no more than three of the flex-time days of the Spring Semester. One mandatory flex-time day in the Fall Semester shall be used as Faculty Orientation Day. In addition, there shall continue to be one day for Commencement in Spring. Commencement Day will be scheduled during final exam period. Fifty percent of permanent faculty shall be present at Commencement.

9.8.2 (b) Mandatory on-campus attendance flex-time shall provide instruction/seminars 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; organizational characteristics of community colleges; efficient operation of community colleges, and departmental or division meetings, conferences and workshops, and institutional research. *ADD-ON*

9.8.2. (c) Individual unit members who function as information sources for any one of these presentations shall have their preparation and presentation time reduce their assignable flex hours on a two for one basis.

9.9 Off-Campus Use of Flex-Time

individual activities added
9.9.1 The following off-campus flex-time assignments are available to UPM unit members: 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-campus activities authorized in writing by the UPM-District

Staff Development Committee.

9.9.2 Each unit member utilizing off-campus activities for their flex-time obligation must first gain authorization from the UPM-District Staff Development Committee and must furnish the Committee with a report of their off-campus activities, at the end of each flex-time period, with said report made under penalty of perjury. Deadlines for off-campus 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.

9.9.3 A unit member's failure to file required off-campus activity requests and reports and/or failure to perform agreed upon flex-time activities, shall be reported by the Staff Development Committee to the Vice President, Academic Affairs.

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 60.0 hours of flex-time work hours. Flex-time assignments for part-time credit unit members will be pro-rated by percentage of FTE. $\approx 2 \text{ HRS} / \text{UNIT}$

9.11 Counselors' Assignments During Flex Period

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

9.12 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.

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. As part of a one-time pilot project, 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 During the Spring semester, 1989 the UDWC will conduct a review of the "Super-large" classes and negotiate any changes with regard to the "Super-large" classes for the final year of the contract.

10.3.2 A "Super-large" class will be scheduled at 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"

10.3.3 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 attached as Appendix D).

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. UPM/AFT may also file an individual or group grievance on behalf of a

unit member or unit members 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.

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 President/Superintendent 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 Labor Contract allegedly misinterpreted, misapplied, or violated, the circumstances involved, and the specific remedy sought.

12.11.1.2 Within four (4) 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 five (5) days after the grievant has been notified by his/her immediate superior's decision on he grievance, the grievant or his/her representative, if he/she intends to appeal, shall present the grievance on the prescribed form to the President/Superintendent 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 President/Superintendent or his/her designee.

12.12.3 The grievance shall contain a written clear concise statement of the specific section(s) of the UPM-MCCD Contract allegedly misinterpreted, misapplied, or violated, the circumstances involved, and the specific remedy sought.

12.12.4 The President/Superintendent, 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 President/Superintendent.

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 President/Superintendent'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 or the State Conciliation Service. The process of selecting Arbitrators shall be first by a coin flip to select the source of the arbitrator list and then by the usual method of "striking" names from the list until one name remains. 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 labor contract 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 labor contract 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.

Doesn't address who strikes 1st

Revised 12/1/10
by the committee

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 Members of UPM/AFT shall be entitled to an unpaid leave of absence to accept a position as a representative in the District 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 be 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 re-employ permanent UPM unit members who are on a partial or complete termination status, for a period of 39 months, into credit and or non-credit courses/programs or other certificated duties, for which the unit member is credentialed and competent including but not limited to teaching (courses which meet the contractual minimum class size) or 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) reach 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/assignments 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 row 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 Conditions under which seniority rights for bumping in the credit program may be exercised:

The individual possess one or more of the following credentials:

and satisfies the following criteria:

1. Credential specifying Major

(Life CC Instructor
Life Standard Jr. College [Fisher]
Life Standard Designated Subject
Life Special Secondary)

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

OR

(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.

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

OR

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

(a) Master's Degree in the discipline from an accredited institution, plus 1.(a) or 1.(b) or 1.(c) above.

OR

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

OR

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

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

OR

(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.

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

OR

(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.

2. Credential specifying Minor

(Life CC Instructor
Life Standard Junior College
[Fisher]
Life Standard Designated Subject
Life Standard Secondary)

3. Credential not specifying major or minor

(Life General Secondary
Life Junior College
[Pre-Fisher])

4. Life CC Librarian

5. Life CC Counselor

6. Life Limited Service Credential, issued prior to June, 1986

Senior only to permanent District employees hired during or after June, 1986.

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

15.9.2 Possession of a minimum credential (district or state granted community college credential, general secondary credential, partial fulfillment credential, or a limited service credential); plus

15.9.3 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

15.9.4 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 1 below, or if the senior permanent employee meets the criteria stated in 2 and 3 below:

15.10.1 Credential in ESL and or a certificate in ESL.

15.10.2 A credential in a foreign language or a credential in special education with a minor in English, plus 3 below;

15.10.3 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 Handicapped 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 1 below or if the senior permanent employee meets the criteria stated in 2 and 3 below:

15.11.1 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

15.11.2 A Community College Counselor credential for counseling assignments; a Community College Instructor's credential for instructional assignments; plus

15.11.3 The equivalent of two years of recent experience counseling or teaching disabled students in the last seven years.

ARTICLE XVI: UPGRADING OF TEMPORARY AND PERMANENT PART-TIME FACULTY

16.1 Union-District Professional Affairs Committee shall develop guidelines for the conversion of part-time temporary positions into either part-time or full-time permanent positions. The criteria for converting part-time temporary to permanent positions shall be recommended by this committee to the Union and District which shall either ratify or agree to negotiate these criteria.

16.2 The criteria for converting part-time temporary to permanent full-time positions shall also provide for the conversion of permanent part-time positions into permanent full-time positions. Conversion of part-time temporary positions to permanent positions (either part-time or full-time permanent positions) shall be based upon relevant Education Code section(s) and criteria agreed to through the process indicated here; said conversions shall begin in the Fall semester of 1986.

16.3 Part-time temporary faculty, with a minimum of five years of employment within the MCCD, 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.

16.4 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).

16.5 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). (Effective 1/1/86).

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 C 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. Marin Community College 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 agency fee/dues.

21.5 District's Obligation. The District's sole and exclusive obligations under this Article are 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, 1990.

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.

24.0 UPM Unit members shall be subject to disciplinary actions as provided for within this Article and only in the manner provided for in this Article. In addition, UPM unit members shall have the following rights when subjected to a disciplinary process:

- a) UPM unit members may make use of their contractual rights to grieve a disciplinary action;
- 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) UPM unit members are advised to know their contract in detail; violations of contract provisions are not excused due to unit member ignorance.

24.1 UPM unit members are subject to disciplinary actions for violations of the following contractually mandated professional norm: Smoking by UPM unit members is prohibited at all times and all places in the district, except in the cafeterias, staff offices, staff lounges, corridors and lobbies, and at meetings of the Board of Trustees, and open spaces.

24.1.1 Violations of Contractual Smoking Policy shall be penalized as follows:

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: Assault, rape, molestation, 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:

DEFINITION: VIOLATION OF CONTRACTUAL PROFESSIONAL NORMS.

24.2.6(a) Instances not involving academic freedom.

First instance: Censure letter placed in employee's personnel file.

Second instance (notice): Suspension without pay for 5 days.

All subsequent instances: Suspension without pay for 15 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.

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;
- b) Failure to file final grades by their due date;
- c) Failure to respond within 10 working days to a request for information from the Scholastic Standards Committee;
- d) Failure to return district equipment and materials within 5 working days from the date of reception of the request.

24.3.1 Violations of each separate contractual requirement prescribed above shall be penalized as follows:

First instance: Censure letter placed in employee's personnel file.

Second instance (notice): Suspension without pay for 1 day.

All subsequent instances: Suspension without pay for 2 days.

24.4 Unsanctioned use or appropriation of district equipment or materials for the private gain of a UPM unit member. The process and criteria for gaining sanctioned use of district equipment to be negotiated by the PSC during the 1987-88 academic year.

24.4.1 Violations of restrictions on the use of district equipment and supplies, shall be penalized as follows:

First instance: Censure letter placed in employee's personnel file.

Second instance (notice): 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:

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 15 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:

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 one day.

24.7 Violations of ARTICLE V, Sections 5.6.1 through 5.6.1.3. and 5.6.9

DEFINITION: FAILURE TO PERFORM THE CONTRACTUALLY REQUIRED ASSIGNMENTS ON A SABBATICAL.

24.7.1 Violations shall be penalized as follows:

All instances: UPM unit member shall immediately begin repayment of the salary he or she received while on sabbatical. In addition, UPM unit members found guilty of this contractual infraction shall not be eligible again for a sabbatical leave. The Administrator on the SABBATICAL LEAVE COMMITTEE shall report violations of this section of the contract to the Superintendent/President.

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 Violations shall be penalized as follows:

First instance: Censure letter placed in employee's personnel file.

Second instance (10 additional calendar days notice): Suspension without pay for 1 day.

Third instance (10 additional calendar days notice): Suspension without pay for 3 days.

All subsequent instances: Suspension without pay for 15 days. The Administrator on the Sabbatical Leave Committee shall report violations of this section of the contract to the Superintendent/President.

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:

First instance: Censure letter placed in employee's personnel file.

Second instance (notice): Suspension without pay for 1 day.

Third instance (notice): Suspension without pay for 3 days.

All subsequent instances: Suspension without pay for 5 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: UPM unit member shall be suspended for 15 days without pay and shall immediately begin repayment of the salary they received while on stipend, reassigned time or overload assignment, or he or she shall complete the contractual agreement within sixty 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. 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:

First instance: Censure letter placed in employee's personnel file.

Second instance (notice): Suspension without pay for 2 days.

Third instance (notice): Suspension without pay for 3 days.

All subsequent instances: Suspension without pay for 5 days.

In addition to docking pay for time missed, see Sacking time in Negotiations file 2/6

24.12 Violations of ARTICLE VIII, Section 8.9.2.

DEFINITION: FAILURE TO PERFORM CONTRACTUALLY REQUIRED SERVICES AS A DEPARTMENT CHAIR.

24.12.1 Violations shall be penalized as follows:

First instance: Censure letter placed in employee's personnel file.

Second instance (notice): Suspension without pay for 5 days.

All subsequent instances: Suspension without pay for 15 days.

24.13 Violations of ARTICLE IX, Sections 9.8 through 9.11.1.

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

24.13.1 Violations shall be penalized as follows:

First instance: Censure letter placed in employee's personnel file.

Second instance (notice): Suspension without pay for 5 days.

All subsequent instances: Suspension without pay for 15 days.

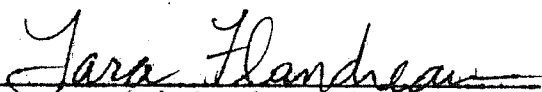
24.14 UPM & the MCCD agree to negotiate a new student grievance procedure through the Professional Standards Committee during the 1987-88 Academic Year.

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.

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 6/30/90.


For United Professors of Marin


For Marin Community College District
8/5/87

MARIN COMMUNITY COLLEGE DISTRICT
Certificated Salary Schedule
Effective January 1, 1988

41

<u>Step</u>	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>
1	23,786	25,769	27,304	29,154	29,860
2	25,066	27,078	28,633	30,478	31,192
3	26,346	28,387	29,962	31,802	32,523
4	27,626	29,696	31,291	33,127	33,855
5	28,906	31,005	32,620	34,451	35,186
6	30,187	32,315	33,948	35,775	36,518
7	31,467	33,624	35,277	37,099	37,849
8	32,747	34,933	36,606	38,424	39,181
9	34,027	36,242	37,935	39,748	40,512
10	35,307	37,551	39,264	41,072	41,844
11	36,587	38,860	40,593	42,396	43,176
12	37,867	40,169	41,922	43,720	44,507
13	39,147	41,478	43,251	45,045	45,839
14	40,427	42,787	44,580	46,369	47,170
15	41,708	44,097	45,908	47,693	48,502
16	42,988	45,406	47,237	49,017	49,833

Column 1 - Bachelor's degree or partial fulfillment of a Life Instructors Credential in a vocational related discipline.

Column 2 - Master's degree or clear Life Instructors 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 Instructors Credential in a vocational related discipline with a Bachelor's degree and 60 semester hours subsequent to the date of the clear Life Instructors 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.
Step 3 is the highest entering step for temporary credit unit members.
2. 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:

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

OVERLOAD CREDIT INSTRUCTOR PAYMENT FORMULA:

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

SUMMER SCHOOL CREDIT INSTRUCTOR PAYMENT FORMULA:

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

* 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	\$19.33	\$20.60	\$22.10
Step 2	6 or more years teaching	\$20.60	\$22.10	\$23.10

Lecture Classes

Step 1	Less than 6 years teaching	\$22.10	\$23.10	\$24.60
Step 2	6 or more years teaching	\$23.10	\$24.60	\$25.60

NON-CREDIT INSTRUCTOR HOURLY SCHEDULE:

		<u>Laboratory or Lecture Lab</u>	<u>Lecture Class</u>
Step 1	0-3 quarters teaching with MCCD	\$22.11	\$24.49
Step 2	4-9 quarters teaching with MCCD	\$22.70	\$25.10
Step 3	10-18 quarters teaching with MCCD	\$23.28	\$25.71
Step 4	19 or more quarters teaching with MCCD	\$23.86	\$26.32

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

ACADEMIC CALENDAR 1988-89

Summer Session, 1988

June 13 - July 22

Fall Semester, 1988

August 16-25		Non-mandatory Flex-time
August 26-31		Mandatory Flex-time
September 1	(Thurs)	Classes Begin
September 19	(Mon)	First Census
September 30	(Fri)	First Drop Date
October 28	(Fri)	Midterms Due
November 7	(Mon)	Second Census
November 28	(Mon)	Last Drop Date
December 16	(Fri)	Last Day of Classes Before Finals
December 23	(Fri)	Finals End
January 3	(Tues)	Final Grades Due in Admissions & Records

Spring Semester, 1989

January 9-13 & 17		Non-mandatory Flex-time
January 18-20		Mandatory Flex-time
January 23	(Mon)	Classes Begin
February 6	(Mon)	First Census
February 17	(Fri)	First Drop Date
March 17	(Fri)	Midterms Due
April 3	(Mon)	Second Census
April 28	(Fri)	Last Drop Date
May 18	(Thurs)	Last Day of Classes Before Finals
May 20	(Sat)	Commencement
May 25	(Thurs)	Finals End
May 31	(Wed)	Final Grades Due in Admissions & Records

School HolidaysSummer, 1988

July 4 (Mon)

Fall, 1988

September 5 (Mon)
 November 11 (Fri)
 November 24 (Thurs)
 November 25 (Fri)

Spring, 1989

January 16 (Mon)
 February 10 (Fri)
 February 20 (Mon)
 March 20-24 (M-F)

DUES/REPRESENTATION FEE

<u>Gross Monthly Salary</u>	<u>Fee</u>
\$2,801 - 3,200	\$33.60
\$2,001 - 2,800	\$24.38
\$1,501 - 2,000	\$19.52
\$751 - 1,500	\$12.98
\$0 - 750	\$6.88

These fees may be changed at any time by a vote of the membership of UPM.

DEFINITION OF A STUDENT ACADEMIC GRIEVANCE

A complaint which involves a student and a member of the faculty. Students' grievances shall be limited to issues involved in grading, assignments and demonstrated mistreatment. In the case of sexual harassment the student should report the incident immediately and directly to the appropriate Provost.

Procedure

1. In any case of student academic grievances the student shall, not later than one regular school semester following the time of the grievance:
 1. First attempt to resolve the grievance with the faculty member. (This is the only occasion where the faculty member must be involved),
 2. If the meeting between the student and the faculty member does not bring about resolution within five working days, the student shall request a meeting with the appropriate Dean or Provost. The faculty member and the UPM/AFT shall be informed of this meeting and its outcome in writing.
 3. If the student wishes to pursue the grievance beyond the level of the Dean or Provost he/she shall prepare a written statement which shall include:
 - a) The specific nature of the grievance.
 - b) The specific details of the grievance (history, examples, and efforts toward resolution).
 - c) What the student will consider as a fair and appropriate resolution to the grievance.

The student shall submit the statement to the Vice President, Academic Affairs, or, if the Provost was the faculty member's supervisor, directly to the Superintendent/President.

4. The Vice President will be responsible for obtaining the Dean's position in writing and for making a decision regarding the resolution of the grievance within ten working days. The decision can then be appealed to the Superintendent/President of the District within five working days. The Superintendent/President's decision can be appealed to the Board of Trustees and the Board will resolve the issue at either of its next two regular meetings.

The faculty member involved and the UPM/AFT shall be informed, in writing, of all procedures and decisions involving the above and shall receive copies of all significant documents involved.

All provisions and guidelines contained within this grievance procedure shall be adhered to throughout any grievance.

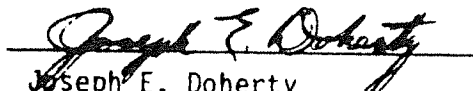
- II. If the grievance involves student or faculty violations of the Penal Code, Education Code, or the Contract between Marin Community College District and the UPM/AFT, the Superintendent/President may bypass the student academic grievance procedure and take the appropriate action after informing the student, faculty member and UPM/AFT in writing.

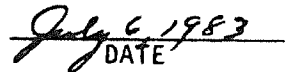
III. Written Documentation

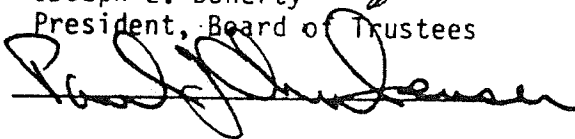
1. The student, the faculty member and the UPM/AFT shall receive copies of all material involved in and developed by, the grievance procedure.
2. No materials will be developed or files and records kept that would be in violation of the Penal Code, Education Code or Contract between the Marin Community College District and the UPM/AFT. More specifically, no documentation pertaining to any student academic grievance shall be included in any personnel or student file at any time.

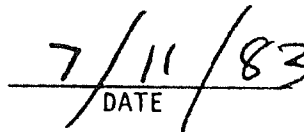
IV. Confidentiality

All parties involved in any grievance shall maintain confidentiality throughout the procedures.


 Joseph E. Doherty
 President, Board of Trustees


 DATE




 DATE

UPM/AFT

Changes from the old Policy are underlined

NOTICE OF CERTIFICATED ABSENCE OR ILLNESS

TO: PERSONNEL

FROM: _____ (APPROPRIATE DEAN / DIRECTOR / COORDINATOR)

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. SEE ARTICLES 5.1, 24.5.1 and 24.6.1.

ORIGINAL TO PERSONNEL; COPY TO EMPLOYEE



Marin
Community
College
District
Kentfield, Calif. 94904

Absence Report

CERTIFICATED

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.

Name:		Classification:	
Type of Absence:		Social Security Number:	
Dates Absent	Total Hours Scheduled for Entire Day — Including Office Hrs.	Total Number of Hours Absent Including Office Hrs.	
1. _____ 6. _____	1. _____ 6. _____	1. _____ 6. _____	
2. _____ 7. _____	2. _____ 7. _____	2. _____ 7. _____	
3. _____ 8. _____	3. _____ 8. _____	3. _____ 8. _____	
4. _____ 9. _____	4. _____ 9. _____	4. _____ 9. _____	
5. _____ 10. _____	5. _____ 10. _____	5. _____ 10. _____	

Reason for Absence: Explain in detail for those other than for own illness: _____

Name of Substitute:

Employee's Signature:

Date:

Supervisor

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:

Vacation Deduction Required:

Sick Leave and Personnel Necessity Deduction Required:

Other:

Post Compensatory Time Off:

Approved:

Entry Through Data Terminal Required ☐ Yes ☐ No

Data Entry Initial:

03CerAbR8/87

REQUEST FOR REASSIGNED TIME, STIPEND, OR OVERLOAD

Your Name: _____
 Department: _____
 Phone: _____

Category:

_____ Externally funded
 Funding source? _____
 _____ Ongoing (specify purpose) _____
 _____ Other, specify (Project Proposal) _____

PROJECT PROPOSAL REQUEST FOR REASSIGNED TIME STIPEND, OR OVERLOAD

I. Title and brief summary of your project:

II. Complete description of the project, including objectives:

(Add sheets as necessary)

Consider the following when describing the project:

How will the project affect:

1. Quality of the educational program?
2. The curriculum?
3. The delivery system (for example, teaching methodology, counseling techniques)?
4. Recruitment?
5. Enrollment?
6. Student retention?
7. Student attendance?
8. Your department?

III. Will this proposal have budgetary implications beyond reassigned time, overload, or stipend? If so, what are they? (For example, cost of instructor to cover you classes or cost of additional equipment and supplies.)

(Continued on back)

IV. How will you evaluate the success of your project?

V. Are you requesting:

Reassigned Time? _____ Units

Stipend? _____ Hours

Overload? _____ Units

VI. Is your department aware of this application?

What are the staffing implications in your department if you are awarded this reassigned time?

A copy of this proposal will be sent to your department chair.

VII. Have you applied elsewhere 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.

AGREEMENT

Agreement between _____ and MCCD
for Reassigned Time, Stipend, or Overload for the following
purpose:

Check one:

_____ Externally Funded

Funding Source _____

_____ Ongoing (Attach copy of approved proposal)

_____ Other (Attach copy of approved proposal)

To be compensated by:

_____ units reassigned time

_____ units overload

\$_____ stipend. Indicate number of hours
approved by Workload Committee _____.

Starting Date: _____ Ending Date: _____

For "Ongoing" or "Other" reassigned time:

I understand that failure to complete _____
(project)
by _____ shall result in repayment of all monies
(date)

received.

Signature

CONFERENCE OR HONORARY LEAVE REQUEST FORM FOR UPM MEMBERS

(Please type or print firmly. Also, please attach conference materials)

52

Name: _____ Teaching Discipline(s): _____

Date of Application* _____ Phone: _____

*Is this 15 working days in advance of leave? If not, attach written request for waiver.

Check One:

☐ PERMANENT INSTRUCTOR

or

☐ PART TIME (TEMPORARY) INSTRUCTOR

(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)

or

☐ HONORARY LEAVE (Section 5.15 of District/UPM Contract)

or

☐ 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)

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
- (Must attach copy of invitation and other relevant information for honorary leave)

LIST OTHER MCCD PERSONNEL WHO WILL ATTEND: _____
(Give name, teaching discipline(s))

Will you share hotel costs? _____ Transportation costs? _____

DATES OF LEAVE: From _____ to _____

Dates you will be absent from class: _____ Dates you will need a paid substitute: _____

BUDGET INFORMATION:

Roundtrip transportation: Car _____ miles @ _____/mile = \$ _____, Airfare \$ _____ Other: _____

Hotel: Your cost for _____ nights is \$ _____ Conference fee: \$ _____

Other fees \$ _____ Total contact hours of paid substitute: _____

Name of paid substitute: _____

TOTAL TRAVEL COST: \$ _____ If honorary leave, amount of compensation \$ _____

Above to be paid from General Funds \$ _____ Categorical Funds \$ _____ Outside Agency Funds \$ _____

APPROVALS:

Professional Affairs Committee action:

Recommended for approval, for \$ _____ Recommended for disapproval _____

Comments: _____

PAC Signature: _____ Date _____

Vice President of Academic Affairs action:

Approved _____ Disapproved _____ (If disapproved, return to originator who may appeal; see Grievance Article in contract)

Reason _____

V.P., Academic Affairs 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

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, 1987 THROUGH June 30, 1990 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? _____
If so, 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 reduced load in compliance with paragraph 8.12 C or D of the UPM/AFT Contract and is authorized to receive full fringe benefits,
C. Two academic years for eligible employees receiving 50% of paid compensation authorized on the approved salary schedule.) _____
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.

Signature of Applicant

Date: _____

MARIN COMMUNITY COLLEGE DISTRICT**Unpaid Leave Request**

Pursuant to provisions of Section 5.8 of Article V 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:

Signature

Date: _____

Marin Community College District

TRANSFER AGREEMENT

Voluntary Transfer

Pursuant to provisions of Section 6.1 of Article VI 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: (Location) _____

To: (Location) _____

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

Temporary transfer (one or two semesters): When a temporary vacancy is determined to exist, notice of the vacancy shall be sent to bargaining unit members, and applicants from the bargaining unit considered, before external recruiting is initiated. Requests to fill the vacancy shall be judged according to the following criteria.

- (a) Certification to perform the services required
- (b) Experience: Must have taught/worked in the discipline(s) involved at least once in the two (2) years preceding the transfer.
- (c) Seniority: If all the factors noted above are equal, the bargaining unit member with the most seniority shall have preference.

Faculty Member

Approved/Disapproved:

Signature

Date

Designated Management Employee

Marin Community College District

TRANSFER AGREEMENT**Involuntary Transfer**

Pursuant to provisions of Section 6.3 of Article VI 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

you are to be transferred

from: _____

to: _____

Signature

Date

Area or College Dean

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 area or college dean whose name appears above within one week.

I hereby request a reduced load as an alternative to the involuntary transfer described above.

Signature

Date

Faculty Member

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 assignment(s) initialed below for the period of _____.

- (1) A full assignment of
 - a. three (3) days and three (3) evenings per week
 - b. five (5) days and one (1) evening per week
 - c. six (6) days with or without evenings
- (2) Teaching more than
 - a. three (3) consecutive lecture hours
 - b. four (4) consecutive laboratory or combined lecture-and-laboratory hours
- (3) A split assignment between Indian Valley Colleges and College of Marin 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) More than three (3) new preparations in any one (1) academic year. A new preparation is a course of two (2) units or more which the unit member has not taught within the previous (3) years.

 Signature

 Date

 Faculty Member

PROFESSIONAL SELF EVALUATION FORM

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.

Lecture and Lecture/Discussion "In-Class" Evaluations Form

COMMUNICATION OF ADOPTED AND OTHER INSTRUCTIONAL GOALS:

provides outline of lecture
and or course topics

explains lecture objectives

relates lecture to course goals

discloses social and or intellectual
importance of definitions, processes
and/or issues under examination

other communication observed re: instructional goals:

METHODS OF INSTRUCTION:

lecture/discussion

exposition of relationships

compare/contrast concepts,
definitions, evaluations,
processes, theories, etc.

definition of terms

description of processes

exposition of affective responses

exposition of rational perspectives

exposition of causal analyses

analyses & application of theory

question students

answer questions

role play

simulation/demonstration

games

tv

film

tapes

slides

RESPONSIVENESS TO STUDENTS:

60

maintains eye contact

listens to student questions

asks for student examples

asks for student questions

requests feedback on educational materials, lectures, etc.

provides individual attention for students with problems

other observed indices of responsiveness:

STUDENT BEHAVIOR:

ask questions

take notes

performs assigned tasks

ask for assistance

listen to audio input

watch visual input

participate in class discussions

participate in class exercises

other behavior observed:

FEEDBACK FOR STUDENTS ON THEIR PERFORMANCE:

states grading criteria

provides examples of A, B, and C performances

demonstrates required skills

specifies required sequences of action for adequate performance

provides evaluative feedback options for students prior to final performance

provides evaluative feedback on final performance

other feedback observed:

Evaluee:

Class visited:

Visited on the day of

hours of

Signature of evaluator:

(This form is to be attached to the "Evaluation Report" that is signed by the evaluee and the Faculty Advisor.)

1. 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. If agreement is not reached on office assignments for the 1986-87 school year, either party may submit the issue to binding arbitration.
7. Placement in individual or group offices shall replicate the permanent unit members prior office arrangements with respect to individual or group office arrangement, or be acceptable as a new arrangement.
8. 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).

Signed for the District, Myrna Miller, 5/29/86

Signed for UPM, Ira Lansing, 5/29/86

2. 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.

Signed for the District, Myrna Miller, 2/26/87

Signed for UPM, Tara Flandreau, 3/2/87

3. All District contributions to the CRA that are contributions retroactive to July 1, 1987 will be credited with 7.5% compound interest.

Signed for the District, Myrna Miller, 12/3/87

Signed for UPM, Tara Flandreau, 12/3/87

4. Vocational-Related Subjects for Salary Advancement

As agreed to verbally on August 7, 1986, 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
Court Reporting
Data Processing Operator
Data Processing/Programmer
Dental Assisting: Registered
Design, Applied
Design, Applied-Interior
Design, Architectural
Electronics Technology
Engineering Technology
Fire Science
Indian Justice Systems
Landscape Construction
Landscape Maintenance
Landscape Nursery Management Option
Machine & Metals Technology
Marine Environmental Technology
Medical Assisting
Nursing: Registered
Pre-School Education

Signed for the District, Kent Lowney, 8/12/87

Signed for UPM, Ira Lansing, undated with comment, "It is understood that this list may not be complete and is subject to change."



Laboratory, Clinical and Autotutorial "In-Class" Evaluations Form

61

COMMUNICATION OF ADOPTED AND OTHER INSTRUCTIONAL GOALS:

explains objectives
of exercises

relates exercises to
course goals

interprets meaning
of exercises

discloses social and or intellectual importance
of definitions, processes, issues under
examination

other communication observed
re: instructional goals

METHODS OF INSTRUCTION:

questions students

lab tasks

rehearsals

tapes

films

slides

tv

computer

answering questions

role play

discussion

demonstration

lecture

simulation

games

other methods observed:

RESPONSIVENESS TO STUDENTS:

maintains eye contact

listens to student questions

asks students for examples of
concepts/processes under examination

RESPONSIVENESS TO STUDENTS (Continued)

62

requests feedback on educational materials, exercises, etc.

provides individual attention for students with problems

other observed indices of responsiveness:

STUDENT BEHAVIOR:

ask questions

take notes

performs assigned tasks

ask for assistance

other behavior observed:

listen to audio input

watch visual input

participate in class discussion

participate in class exercise

FEEDBACK FOR STUDENTS ON THEIR PERFORMANCE:

states grading criteria

provides examples of A, B, C performances

demonstrates required skills

specifies required sequences of action for adequate performance

provides evaluative feedback on ongoing projects/tasks/exercises before final performance is due

provides evaluative feedback on final performance

other feedback observed:

Evaluatee:

Class visited:

Visited on **day, hour(s) of**

Signature of evaluator:

(This form is to be attached to the "Evaluation Report" that is signed by the evaluatee and the Faculty Advisor.)

"Work Visitation" Evaluation of Counselors Form

63

provides information or access to
information regarding financial aid

provides information or access to
information regarding career guidance

provides information or access to
information regarding state laws or
district regulations

provides information or access to
information regarding majors, minors,
certificate requirements or
graduation requirements

provides transfer requirement
information or access to same

assists the counselee in examining
his/her academic and /or career choices

provides access to college and
community resources pertinent to the
counselee's interests and needs

clarifies ambiguities in information
given to the counselee or provides
access to further sources of information

assists counselee in defining his/her needs

is attentive to the counselee

attempts to understand the counselee

provides the counselee with time to
express his/her concerns

provides an opportunity for follow-up
meetings

protects the privacy of the counselee

provides emotional support

provides forms required by the counselee

signs forms as appropriate for counselees

provides information or access to
information regarding personal counseling

assists the counselee with re-scheduling,
registration and maintenance of adequate
student records for evaluation of student
progress

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.

VII-4

"Work Visitation"

Evaluation of Health Center Nurse Form

64

provides information or access
to information regarding health
services available on campus or
in the community

provides information or access to
information regarding mental
health facilities when appropriate

provides health counseling

develops working relationships with
clients

is attentive to clients

attempts to understand clients needs

provides the client with time to express
his/her needs

provides an opportunity for follow-up
meetings

protects the privacy of the client

provides emotional support when
appropriate

provides up-to-date health information

provides appropriate forms required by
the client

provides appropriate medical services
as provided by law and district policy

Evaluee:

Date and time visited:

Signature of evaluator:

This form is to be attached to the "Evaluation Report" that is signed by the evaluee and the faculty advisor.

"Work Visitation" Evaluation of Librarian Form

65

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 & 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 MCCC

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

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.

(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

EVALUATION REPORT

66

NAME _____ DATE OF EVALUATION _____

TITLE _____ ADVISOR TO THE EVALUATOR _____

Under the terms of the contract, a student evaluation is mandated as one component of the evaluation process for each contract/regular/temporary employee who is a member of the certificated unit. Evaluator's summary comments on the mandatory student evaluation requirement, based solely on the mandatory student evaluation requirement, consistent with the implementation procedures and interpretive criteria agreed upon by UPM/AFT and the M CCD, and recognizing that this information is to be used for the improvement of instruction and other services provided to students:

Based solely on information derived from the above student evaluation, the following recommendations are offered for your review.

Signature of Evaluator, and 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 his report, and is required only to indicate that you have had an opportunity to review the evaluative 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

EVALUATION REPORT

67

NAME _____ DATE OF EVALUATION _____

TITLE _____ ADVISOR TO THE EVALUATOR _____

The evaluatee, a contract/regular/temporary employee, and a member of the certificated unit under the terms of the contract, has been evaluated according to the provisions of the contract.

Based solely upon the information derived from the negotiated evaluation process the employee's evaluation on the above-identified option is:

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

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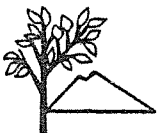
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**CONTRACT BETWEEN
MARIN COMMUNITY COLLEGE DISTRICT
AND THE
UNITED PROFESSORS OF MARIN/
AMERICAN FEDERATION OF TEACHERS
LOCAL 1610**

JULY 1, 1987 — JUNE 30, 1990

*Miscellaneous
- out of order*

**Marin
Community
College
District**



Memo

DATE: April 14, 1988
TO: All UPM/AFT Unit Members
FROM: *Ira Lansing* *Kent Lowney*
Ira Lansing / Kent Lowney
SUBJECT: Correction of Faculty Salary Schedule



College of Marin Campus, Kentfield
Indian Valley College Campus, Novato

The MCCD-UPM/AFT contract, recently distributed, was missing part of the August 5, 1987 agreement signed by the District and UPM. That part dealt with the step limitations on temporary credit certificated employees and should have appeared on the salary schedule.

The attached 4/15/88 schedule has the correction printed in bold type and you should insert it in your contract in place of the previous salary schedule.

MARIN COMMUNITY COLLEGE DISTRICT

CERTIFICATED SALARY SCHEDULE

Effective January 1, 1988

<u>Step</u>	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>
1	23,786	25,769	27,304	29,154	29,860
2	25,066	27,078	28,633	30,478	31,192
3	26,346	28,387	29,962	31,802	32,523
4	27,626	29,696	31,291	33,127	33,855
5	28,906	31,005	32,620	34,451	35,186
6	30,187	32,315	33,948	35,775	36,518
7	31,467	33,624	35,277	37,099	37,849
8	32,747	34,933	36,606	38,424	39,181
9	34,027	36,242	37,935	39,748	40,512
10	35,307	37,551	39,264	41,072	41,844
11	36,587	38,860	40,593	42,396	43,176
12	37,867	40,169	41,922	43,720	44,507
13	39,147	41,478	43,251	45,045	45,839
14	40,427	42,787	44,580	46,369	47,170
15	41,708	44,097	45,908	47,693	48,502
16	42,988	45,406	47,237	49,017	49,833

Column 1 - Bachelor's degree or partial fulfillment of a Life Instructors Credential in a vocational related discipline.

Column 2 - Master's degree or clear Life Instructors 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 Instructors Credential in a vocational related discipline with a Bachelor's degree and 60 semester hours subsequent to the date of the clear Life Instructors 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.
Step 3 is the highest entering step for temporary credit unit members.

4/15/88 Correction:

Temporary credit instructors may not advance beyond Step 10.

All temporary credit instructors 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 credit instructors may advance to Step 10.

2. 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.

MARIN COMMUNITY COLLEGE DISTRICT

CERTIFICATED SALARY SCHEDULE

Effective January 1, 1989

<u>Step</u>	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>
1	26,155	27,997	29,481	31,634	32,332
2	27,420	29,341	30,827	33,009	33,719
3	28,686	30,686	32,173	34,383	35,106
4	29,951	32,030	33,519	35,758	36,492
5	31,217	33,375	34,865	37,133	37,879
6	32,482	34,719	36,211	38,508	39,266
7	33,748	36,064	37,557	39,882	40,653
8	35,013	37,408	38,903	41,257	42,040
9	36,279	38,753	40,249	42,632	43,426
10	37,544	40,097	41,595	44,006	44,813
11	38,810	41,441	42,941	45,381	46,200
12	40,075	42,786	44,287	46,756	47,587
13	41,341	44,130	45,633	48,130	48,974
14	42,606	45,475	46,980	49,505	50,361
15	43,872	46,819	48,326	50,880	51,747
16	45,137	48,164	49,672	52,255	53,134

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.

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1. Step 7 is the highest entering step for permanent teachers new to the District.
Step 3 is the highest entering step for temporary credit unit members.

4/15/88 Correction:

Temporary credit instructors may not advance beyond Step 10.

All temporary credit instructors 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 credit instructors may advance to Step 10.

2. 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.

Sidebar Agreement

All District contributions to the CRA that are contributions retroactive to July 1, 1987 will be credited with 7.5% compound interest.

Yara Handman
For United Professors of Marin

Dec 3, 1987
Date

[Signature]
For Marin Community College

Dec. 3, 1987
Date



Marin Community College District

Kentfield, Calif. 94904

BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES	DATE January 10, 1989
FROM: SUPERINTENDENT/PRESIDENT	ITEM & FILE NO. 9i
SUBJECT: ACADEMIC CALENDAR, 1989/90	
REASON FOR BOARD CONSIDERATION: APPROVAL	ENCLOSURE(S) Academic Calendar 89/90

Attached for the Board's approval is the Academic Calendar, 1989/90.

(OVER)

RECOMMENDATION:

The President recommends that the Board of Trustees adopt the Academic Calendar 1989/90.

ADMINISTRATOR INITIATING ITEM <i>Elaine M. McLevie</i> Elaine M. McLevie, Vice President Academic Affairs
--

ACADEMIC CALENDAR 1989-90

Summer Session, 1989

June 19 - July 28

Fall Semester, 1989

August 15-24		Non-mandatory Flex-time
August 25-30		Mandatory Flex-time
August 31	(Thurs)	Classes Begin
September 18	(Mon)	First Census
September 29	(Fri)	First Drop Date
October 27	(Fri)	Midterms Due
November 6	(Mon)	Second Census
November 27	(Mon)	Last Drop Date
December 15	(Fri)	Last Day of Classes Before Finals
December 22	(Fri)	Finals End
January 2	(Tues)	Final Grades Due in Adm. & Records

Spring Semester, 1990

January 9-12 & 16		Non-mandatory Flex-time
January 17 & 18		Mandatory Flex-time
January 19	(Fri)	Classes Begin
February 5	(Mon)	First Census
February 16	(Fri)	First Drop Date
March 16	(Fri)	Midterms Due
March 26	(Mon)	Second Census
April 27	(Fri)	Last Drop Date
May 16	(Wed)	Last Day of Classes Before Finals
May 23	(Wed)	Finals End
May 24	(Thurs)	Commencement and Mandatory Flex-time
May 31	(Thurs)	Final Grades Due in Adm. & Records

School Holidays

Summer, 1989

July 4 (Tues)

Fall, 1989

September 4 (Mon)
November 10 (Fri)
November 23 (Thurs)
November 24 (Fri)

Spring, 1990

January 16 (Mon)
February 9 (Fri)
February 19 (Mon)
April 9-13 (M-F)

Marin Community College District

Kentfield, Calif. 94904

BOARD AGENDA ITEM

TO: BOARD OF TRUSTEES	DATE January 9, 1990
FROM: SUPERINTENDENT/PRESIDENT	ITEM & FILE NO. 10n
SUBJECT: ACADEMIC CALENDAR, 1990/91	
REASON FOR BOARD CONSIDERATION: APPROVAL	ENCLOSURE(S) Academic Calendar 1990/91

Attached for the Board's approval is the Academic Calendar, 1990/91.

(OVER)

RECOMMENDATION:

The President recommends that the Board of Trustees adopt the Academic Calendar 1990/91.

ADMINISTRATOR INITIATING ITEM

Elaine M. McLevie, Vice President Academic Affairs



ACADEMIC CALENDAR 1990-91

Revised

Summer Session, 1990

June 18 - July 27

Fall Semester, 1990

August 15-20		Non-mandatory Flex-time
August 21-24		Mandatory Flex-time
August 27	(Monday)	Classes Begin
September 17	(Monday)	First Census
September 21	(Friday)	First Drop Date
October 19	(Friday)	Midterms Due
November 5	(Monday)	Second Census
November 20	(Tuesday)	Last Drop Date
December 13	(Thursday)	Last Day of Classes Before Finals
December 20	(Thursday)	Finals End
January 8	(Tuesday)	Final Grades Due in Adm. & Records

Spring Semester, 1991

January 11, 14-16		Non-mandatory Flex-time
January 17, 18		Mandatory Flex-time
January 22	(Tuesday)	Classes Begin
February 4	(Monday)	First Census
February 19	(Tuesday)	First Drop Date
March 15	(Friday)	Midterms Due
March 22	(Friday)	Mandatory Flex-time (no classes)
April 1	(Monday)	Second Census
April 26	(Friday)	Last Drop Date
May 16	(Thursday)	Last Day of Classes Before Finals
May 23	(Thursday)	Finals End
May 23	(Thursday)	Commencement
May 30	(Thursday)	Final Grades Due in Adm. & Records

School Holidays

Summer 1990

July 4 (Wed)

Fall 1990

September 3 (Mon)
November 12 (Mon)
November 22 (Thurs)
November 23 (Fri)

Spring 1991

January 21 (Mon)
February 15 (Fri)
February 18 (Mon)
March 25-29 (M-F)

3/9/90

Vra Kausing
3/20/90

*This was the
official*

ACADEMIC CALENDAR 1990-91

Summer Session, 1990

June 18 - July 27

Fall Semester, 1990

August 15-20		Non-mandatory Flex-time
August 21-24		Mandatory Flex-time
August 27	(Monday)	Classes Begin
September 17	(Monday)	First Census
September 21	(Friday)	First Drop Date
October 19	(Friday)	Midterms Due
November 5	(Monday)	Second Census
November 20	(Tuesday)	Last Drop Date
December 13	(Thursday)	Last Day of Classes Before Finals
December 20	(Thursday)	Finals End
January 8	(Tuesday)	Final Grades Due in Adm. & Records

Spring Semester, 1991

January 11, 14-16		Non-mandatory Flex-time
January 17, 18		Mandatory Flex-time
January 22	(Tuesday)	Classes Begin
February 11	(Monday)	First Census
February 22	(Friday)	First Drop Date
March 15	(Friday)	Midterms Due
March 22	(Friday)	Mandatory Flex-time (no classes)
April 1	(Monday)	Second Census
April 26	(Friday)	Last Drop Date
May 16	(Thursday)	Last Day of Classes Before Finals
May 23	(Thursday)	Finals End
May 23	(Thursday)	Commencement
May 30	(Thursday)	Final Grades Due in Adm. & Records

School Holidays

Summer 1990

July 4 (Wed)

Fall 1990

September 3 (Mon)
November 12 (Mon)
November 22 (Thurs)
November 23 (Fri)

Spring 1991

January 21 (Mon)
February 15 (Fri)
February 18 (Mon)
March 25-29 (M-F)

ACADEMIC CALENDAR 1991-92

Summer Session, 1991

June 17 - July 26

Fall Semester, 1991

August 19-22		Non-mandatory Flex-time
August 23 & 26-28		Mandatory Flex-time
August 29	(Thursday)	Classes Begin
September 16	(Monday)	First Census
September 27	(Friday)	First Drop Date
October 25	(Friday)	Midterms Due
November 4	(Monday)	Second Census
November 22	(Friday)	Last Drop Date
December 16	(Monday)	Last Day of Classes Before Finals
December 23	(Monday)	Finals End
January 7	(Tuesday)	Final Grades Due in Adm. & Records

Spring Semester, 1992

January 14-17		Non-mandatory Flex-time
January 21-23		Mandatory Flex-time
January 24	(Friday)	Classes Begin
February 10	(Monday)	First Census
February 21	(Friday)	First Drop Date
March 20	(Friday)	Midterms Due
March 30	(Monday)	Second Census
May 1	(Friday)	Last Drop Date
May 19	(Tuesday)	Last Day of Classes Before Finals
May 27	(Wednesday)	Finals End
May 27	(Wednesday)	Commencement
June 2	(Tuesday)	Final Grades Due in Adm. & Records

School Holidays

Summer 1991

July 4 (Thurs)

Fall 1991

September 2 (Mon)
November 11 (Mon)
November 28 (Thurs)
November 29 (Fri)

Spring 1992

January 20 (Mon)
February 14 (Fri)
February 17 (Mon)
April 13-17 (M-F)
May 25 (Mon)

AMENDMENT TO MCCD-UPM/AFT CONTRACT, ARTICLE 24 PROFESSIONAL STANDARDS

*add an option
to phone grades
if no fax
when technically
possible*

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:

1. sent by regular U.S. Mail; or if received after 2:00 PM of the due date cited in the MCCD/UPM academic calendar; or if sent by U.S. Express Mail or commercial express service within the continental United States, no proof of express mailing showing a date at least 3 calendar days prior to the due date
2. sent to the wrong address
3. submitted with a missing scanner sheet
4. scanner sheet unsigned
5. 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
6. entries not made with a #2 or softer pencil
7. 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)
8. corrections made with "white-out"
9. a grade entry is omitted
10. a multiple grade entry is made
11. an inappropriate grade is made (for example, a "W" at the end of a semester or an "IP" for an unauthorized class)
12. an "I" or "IP" is awarded without the proper accompanying form

2. Final grades must be submitted in one of the following three manners:

1. 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 PM 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.

2. In the Personnel Office door mail slot by 2:00 PM 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.1.1. through 12, or if corrected by mail or phone, the District will issue a receipt to the unit member.
 3. By 2:00 PM 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.1.1. through 12, 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).
1. 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.
 2. Credit positive attendance rosters are due with final grades if the course ended within the academic semester.
 3. Intersession and non-credit positive attendance rosters are due no later than three working days after the last class

meeting ("working days" here means days on which the Office of Admissions and Records is open for business).

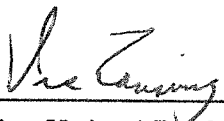
c.) Failure to return District equipment and materials within 5 calendar days of the date of a request for such a return. The request must be by mail, certified return receipt requested. The five days must be within the 175 assigned days for that individual, or within the contract period plus 30 days for temporary employees.

24.3.1 [no change]

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. 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.

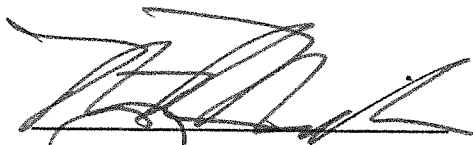
The provisions of 24.3 as described above shall take effect with the Fall semester, 1988.



For United Professors of Marin

7/28/88

Date



For Marin Community College

7/28/88

Date

9/3/87

11:00 AM
Witness: Jan Mojette

Visit By Ira Sausung

- He was answering my previous concerns on the discipline article being negotiated.

He had talked to Bezemek to get answers

stated in previous meeting

1) How do we handle violations not specifically included in the article (e.g. we're weeing on someone's desk)? He said that would be covered by existing "misappropriation of District property". He reiterated his agreement to open negotiation on any new crime not included, at any time it comes up. Their wish is to support us in disciplining but not to give blank check, open-end statement (e.g. "or any other offenses...")

2) Does the suspension require the Ed Code process (accusation discovery hearing etc) or do we suspend without that process? He said negotiated process (i.e. automatic suspension) supercedes Ed Code (per Bezemek). Employee can grieve & get "hearing" before arbitrator so we haven't diminished the employee's rights. He didn't feel the process could be grieved if it is a negotiated part of the contract.

TELCON W/ BRAILOFF ^{ATTORNEY} 4:00 9/3

GO THRU 1ST 2 STEPS OF GRIEVE THEN EITHER

- ARBITRATION (NO FURTHER RECOURSE)
- COULD INSIST ON ADMIN HEARING & TO COURT IF THEY WANTED

UPM will discourage (not pay) anything other than arbitration

Kent Sauer
Jan Mojette

Memo

DATE: November 5, 1987
TO: Managers
FROM: Myrna Miller, Superintendent/President
SUBJECT: Professional Standards for Faculty



UPM and the District took an unprecedented step by agreeing to Professional Standards that are to be applied to the faculty. The expectations involved in the standards are clear and realistic, and the sanctions for failing to live up to the standards should be effective. It is now up to management to ensure that the standards are met and, in so doing, two elements are critical:

- 1) The standards must be applied impartially and consistently to all faculty.
- 2) You must not ignore any violation of the standards if they are to be effective. The first violation in almost all cases warrants a letter of censure which is a warning and should prevent a recurrence.

Attached is a form which should be initiated by any manager who observes or is aware of a violation of a standard. The Personnel Office will prepare the letter of censure, after approval by the appropriate Vice President, for the signature of the immediate supervisor.

Attachment

CONFIDENTIAL

TO: PERSONNEL OFFICE

DATE: _____

FROM: _____

SUBJECT: INFRACTION UNDER ARTICLE 24, MCCD-UPM/AFT CONTRACT

The following faculty member has violated a section of Article 24, Professional Standards

<u>FACULTY NAME</u>	<u>DEPARTMENT</u>	<u>DATE OF INFRACTION</u>
<u>PROFESSIONAL STANDARD VIOLATED</u>		
____ Smoking in Unauthorized Area	____ Failure to perform Sabbatical Duties	
____ Discrimination/Harassment	____ Failure to file Sabbatical Report	
____ Late Class Rosters	____ Failure to serve as Evaluator	
____ Late Final Grades	____ Failure to meet terms of UDWC Contract	
____ Failure to respond to Scholastic Standards Committee	____ Failure to meet classes	
____ Failure to return District Equipment/Materials	____ Failure to hold office hours	
____ Improper use of District Equipment/Supplies	____ Failure to perform Department Chair duties	
____ Failure to file Absence Report	____ Failure to perform Flex-Time Assignments	
____ Failure to report/request leave		

CIRCUMSTANCES:

PERSONNEL OFFICE USE

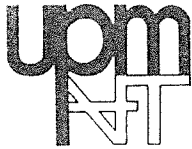
Verification of number of prior infractions of same standard _____

Vice President's Approval _____

Notification to Employee

Derogatory Information _____

Suspension _____



UNITED PROFESSORS OF MARIN LOCAL 1610

AMERICAN FEDERATION OF TEACHERS

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

*Kent-
for your info*

Date: August 14, 1988
To: Doris Tucker
From: Marie Castoldi, Treasurer
UPM *Marie*
Re: Increase in union dues

Effective September 1, 1988, the California Federation of Teachers has increased its dues to affiliates by 6%. Also, the American Federation of Teachers has increased its dues by \$.35 for full-time members (pro-rated for part-time).

By law, we are required to pass on these increases. Therefore, effective September 1st, please increase the dues structure for certificated employees as follows:

Current dues		Increased dues
\$33.60	to	\$35.97
24.39	to	26.10
19.52	to	20.89
12.98	to	13.90
6.88	to	7.99

If you have any questions regarding this, please call me at X621. Thank you for your help in this matter.

cc: Scott Miller

AMENDMENT TO MCCD-UPM/AFT CONTRACT, ARTICLE V, LEAVES

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.

5.5.1.2 DEFINITION OF CONFERENCE LEAVE

An employment-related conference sponsored by a recognized professional organization, accredited educational institution, organization or national/international body.

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 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 Vice President for Academic Affairs.

5.5.3 FUNDING FOR CONFERENCE 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 travel money 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.

PROFESSIONAL AFFAIRS COMMITTEE

5.5.1.1 CONFERENCE LEAVES

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.

5.5.1.2 DEFINITION OF CONFERENCE LEAVE

An employment-related conference sponsored by a recognized professional organization, accredited educational institution, organization or national/international body.

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 4 days of Sec.#5.5.3.1 "General Fund" paid substitutes. If the unit member did not use up the 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 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 Sec # 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 Sec. 13.14 of this contract, but the PAC shall review these applications to insure compliance with Section 13.14 and all other contract requirements.

5.5.3. FUNDING FOR CONFERENCE 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 travel money 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 subs' 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 request 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

To be recommended, a conference or honorary leave must receive a majority vote of the PAC. In case of a split decision, the issue shall be decided by the Vice President for Academic Affairs. The Vice President for Academic Affairs shall follow the provisions of 5.5.3.3.

5.5.3.8

The PAC shall not award travel funds to unit members requesting leave for District-directed travel.

DATED: Oct 10, 1988

Jana Handman [Signature]

As described in the current Contract between the MCCD and UPM, the Certificated Retirement Accounts (CRA's) shall be held in a trust fund.

The District's participation in this trust fund shall be limited to providing the necessary data for establishing and maintaining the trust, the funds for the trust as required by contract, the verification that the trust conforms to Federal or State laws, and any other actions for the trust as required by Federal or State laws.

UPM's participation in the trust shall include, but not be limited to, obtaining the services of a consultant to establish a legal trust, providing for compensation for said services by the consultant, accepting all responsibilities for these monies as provided for in the trust document, and agreeing to provide the District with a hold-harmless in the event of an employee claim with regards to the trust.

Lara Flandreau
For United Professors of Marin

Oct 24, 1988
Date

George C. Kozl
For Marin Community College

10-24-88
Date

not included in 4/90 redraft

Memo

DATE: January 18, 1989
TO: All Credit and Non-Credit Faculty
FROM: Myrna Miller / Tara Flandreau *Tara Flandreau*
SUBJECT: Class Rosters and Final Grades



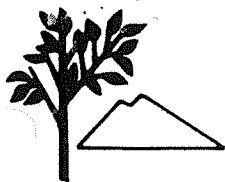
College of Marin Campus, Kentfield
Indian Valley College Campus, Novato

Article 24.3 of the MCCD-UPM/AFT Collective Bargaining Agreement was amended in July, 1988 to give detailed instructions on how class rosters and final grades can be submitted to Admissions and Records within the deadlines. One part of the amendment was not clear and that dealt with requesting an extension on a deadline.

The Professional Affairs Committee will be available to receive requests from individual faculty members to extend a deadline that, because of an extreme emergency, the faculty member cannot (or did not) meet. The Committee will decide on the request or, if deadlocked, pass the decision to the Vice President, Academic Affairs.

For our students' sake, please assure that the deadlines are met and that an extension is only requested in cases such as, but not limited to, illness, accident, or death in your immediate family. If a request for extension is turned down and the deadline has passed, the collective bargaining agreement provides for disciplinary action.

OVER



Marin Community College

Kentfield, CA 94904
(415)457-7994

IMPLEMENTATION OF ARTICLE 8.2

According to the MCCD-UPM/AFT collective bargaining agreement, the annual instructional load for unit members is 30 units, plus or minus .5 teaching units.

The base is 30 units and the plus or minus .5 will operate as if it were rounding. 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.

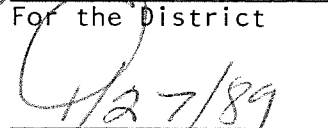
add to 8.2

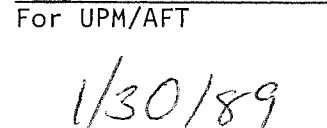
Annual load will be determined at first census in the Spring semester and overload will be paid, or salary will be reduced, over the remaining months of the semester.

IMPLEMENTATION OF ARTICLE 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.

23.3.3.1 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.


For the District

Date


For UPM/AFT

Date

Memo

DATE: March 9, 1989
TO: Gerri Pawlowski, Jan Moffett, ✓ Kent Lowney
FROM: Jo Ellen Fitzgerald
SUBJECT: Conversations regarding overloads,
Spring 1989



College of Marin Campus, Kentfield
Indian Valley College Campus, Novato

This memo is written in order to create a shared understanding of the manner in which overloads are calculated under the new faculty contract.

Please check the following points and let me know if they are incorrect or if further clarification is needed.

Thanks.

1. For the full year, overload is counted from 30, not 30.5.
2. Overload is paid at 60% of regular assignment.
3. Overload contracts are prepared at 1st Census, with a few exceptions (see # 5). They are prepared at 1st Census rather than Opening Day, to allow time for adjustments in teaching assignments to occur.
4. If an instructor has 17 units in the fall (1 unit overload paid) and 16 units in the spring for a total of 33 units for the academic year, the instructor would receive two more units in the spring, for a total of 3 overload units for the academic year.

Fall	17	1 overload paid
Spring	16	2 overload paid
	--	--
For the year:	33	3 overload paid

5. Overloads are paid above 16 in the fall semester. A load of 16 would receive 1 unit overload, but the spring semester is yet to come, and the instructor might teach 14 in the spring, (a total of 30 for the year) negating the earned overload from the fall. So even though an instructor teaches above 15 units in the fall, an overload contract will not be issued in that semester (unless they teach over 16 units) but units will be totaled for the year at spring's first census, when the year's total units will be known.

Fall	16	
Spring	14	
	--	
For the year:	30	no overload

An exception would be an instructor who had 17 units in the fall and would be on sabbatical in the spring. This instructor could receive 2 units overload to be paid in the fall.

Fall	17	2 overload paid
Spring	Sabbatical	(the sabbatical is
	--	considered as teaching
For the year:	32	15 units)

Another exception would be a temporary instructor who taught one semester as full-time (had 16 units in the fall) and was reemployed as temporary in the spring. This instructor would receive a 1 unit overload in the fall, because the contract ends in the fall. Examples of such situations are: (1) a sabbatical replacement; or (2) a temporary instructor with an increase in assignment because of having specialized skills needed to meet enrollment demand.

Fall	16	1 overload paid
Spring	temporary	

6. Since the minimum teaching load is 14 units, anything less must be a reduced load. A combination of overload in one semester and reduced load in the other semester would be treated as follows:

Fall	17	1 unit overload paid
		*1 unit overload credit
		(held until spring)
Spring	12	3 unit reduced load
		*1 unit overload
		credit paid
	--	
For the year:	29	

cc: Joaquin Armendariz
Dona Boatright
Ira Lansing
Elaine McLevie
Frances Wilson

ARTICLE I RECOGNITION

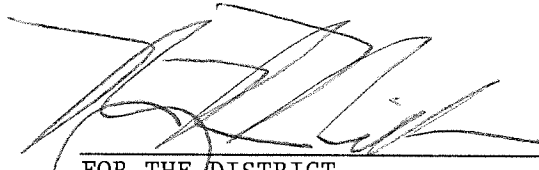
1.3 Delete from the Unit definition the listed positions of Director of Nursing and Athletic Director. The Director of Staff Development currently in the unit but not listed in Article 1.3 is also deleted from the unit.

ARTICLE VIII WORKLOAD

8.3.7. Delete Director of Athletics and Director of Nursing.

SALARY SCHEDULE

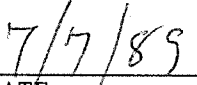
The \$1000 bonus paid for receiving an earned doctorate is no longer subject to a service obligation nor a surety bond.



FOR THE DISTRICT


DATE



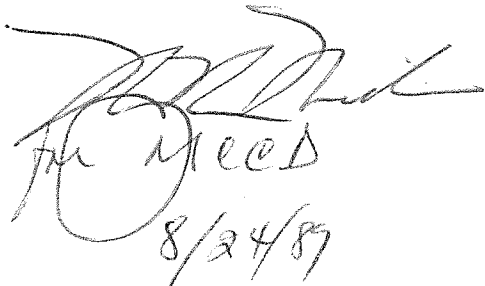
FOR UPM/AFT


DATE

Change Article 4.1.1 to read:

4.1.1 These dollar amounts include a \$30 monthly contribution to a certificated retirement account trust (CRA Trust or Trust). 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 a 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.


for UPM
8/24/89

Jara Flandreau
for UPM
7.24-89

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 UPM and the District when AB1725 has been implemented.

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 monthly "Credit Personnel Reports to the Board of Trustees" from the last complete academic year (for 1988-89, year-to-date reports will be used) 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 monthly totals (the exclusions may be done monthly or cumulatively). An average permanent credit instructional FTE and average temporary instructional FTE will be computed from these monthly reports, from which a percentage of temporary instructional FTE will be derived. These exclusions apply to the calculations in 16.6 a. and b. below as well.

16.2.2 If disciplines have units requiring limited special skills unlikely to be possessed by persons of more general qualifications or "event-related" teaching units, such as sport team coaches, guest music conductors or guest directors of drama productions, PAC shall eliminate these units from the percentage calculations above and in 16.6 a. and b. below. 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. For hiring for Fall of 1989, the PAC shall complete the ranking and allocate positions no later than May 1.

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. No upgrading shall occur in any discipline with less than thirty-nine teaching units taught by temporary instructors (excluding units as described in 16.2.1 and 16.2.2 above) 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 62 existing disciplines from high to low in the following categories: ("high" = 1, "low" = 62)

62 EXISTING DISCIPLINES LIST

AJ	BUAC	COMM	EDUC	GEOL	MACH	PRES
ANTH	BUCM	COMP	ELEC	GERM	MATH	PSY
ARCH	BUGN	COUN	ENGG	H ED	MEDA	S SC
ART	BUMG	COUR	ENGLCOM	HIST	MUS	SOC
ASTR	BUOO	DP	ENGLHUM	HUM	N E	SPAN
AUBF	BURL	DANC	ETST	ITAL	P E	SPCH
AUTO	BURT	DENT	FIRE	JOUN	PHIL	STAT
BEHS	BUSB	DRAM	FREN	L M	PHYS	STSK
BIOL	CHEM	ECON	GEOG	LIBR	POLS	

a. The percentage of teaching units assigned to temporary faculty in the last complete academic year; hiring for Fall '89 will use academic year '88-'89;

b. The average percentage of teaching units assigned to temporary faculty over the last 2 years prior to the last complete year in 1988-89, 3 years prior to the last complete year in 1989-90, and 4 years prior to the last complete year thereafter;

c. The WSCH/FTE in the last complete academic year;

d. The average WSCH/FTE for the last 3 years (including 1988-89) in 1988-89 and 4 years prior to the last complete year thereafter;

AGREEMENT

Article 1.3 shall be amended to include "Director of the Art Gallery", "Coordinator of Disabled Students Program", and "Coordinator of EOPS" shall be changed to "Director of EOPS".

For UPM

Date

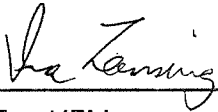


For the District

9/21/89
Date

Article 1.3 shall read:

The Unit definition of 1.1 above shall include the following positions: Instructor, Librarian, Counselor, College Health Center Nurse, Director of Extended Opportunity Programs and Services, Director of Dental Assisting Program, Director of the Art Gallery, and Coordinator of the Disabled Students Program.



For UPM

9/25/89
Date



For the District

9/27/89
Date

Article IV shall be amended to include the following:

Vision insurance coverage may be self-insured, equivalent to VSP Plan B, \$15 deductible, at a cost not to exceed the equivalent of \$10.75 per month per employee through 6/30/90.

The limits of dental insurance shall be increased to provide a maximum of \$2000 coverage per calendar year and a \$1000 orthodontia maximum. These changes may be made retroactive to 9/89 to obtain a better pooled rate, if possible. Otherwise, the coverage shall be effective by 1/90. Qualifying temporary unit members only shall have the option for dental coverage under Blue Shield Dental HMO Plan 1. In the case of temporary employees the benefit shall be entirely at the employee's expense, via payroll deduction(s).

The underwriter for the term life and AD&D insurance may be changed to another provider, rated Best A- or better. The amounts and type of coverage shall not diminish, except that unit members electing EBP medical coverage (see below) may have the equivalent of \$10,000 term life and AD&D insurance underwritten by the EBP provider.

The underwriter for disability insurance may be changed to another provider, rated Best A- or better. The plan will establish maximum monthly disability benefits of at least \$5000 or 2/3 (two-thirds) of the employee's gross monthly wages, whichever is less. All other provisions of this type of coverage will not be diminished in quality.

A medical indemnity insurance plan—Employee Benefit Plan (EBP)—underwritten by Mutual Benefit Insurance will be made available to all eligible unit members during a second enrollment period between 9/27 and 10/6/89. This plan will be a "100% hospitalization/90% PPO physician/80% non-PPO/\$50 deductible/PCS prescriptions plan". In recognition that the EBP is a modified self-insurance the District, underwriter or third party administrator of the plan shall provide UPM with quarterly statements that will include at least an accounting of the to date premiums paid, claims incurred and claims paid. If the District is not required by the underwriter or third party administrator to pay to the EBP 100% of the employees' monthly premium, the difference shall be retained in an account separate from the general fund. If at the close of any benefit year the plan has resulted in a surplus of premiums paid to cost of claims, 100% of this surplus plus

Page 2

UPM Contingent Offer September 29, 1989

interest will be used by the District to offset the participants' monthly premiums in the next benefit year. The method of this offset will be negotiated when a surplus exists, prior to the occurrence of the offset.

Eligible unit members may elect to utilize an IRS 125 Plan and/or a Flexible Spending Account. These two options will be available 1/90.



For United Professors of Marin

9/29/89

Date



For College of Marin

10/4/89

Date

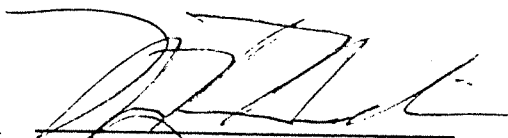
In recognition of the settlement of the alleged unfair labor practice of failing to negotiate AB 1725 funds, United Professors of Marin and the District agree to the following:

8.3.10 The UDWC will be guaranteed a minimum of \$15,000 per year, to be used for "Individual Research and Development Projects". Additional criteria for awarding of this money may be negotiated by UDWC. 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.

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.


For United Professors of Marin

11/16/89
Date

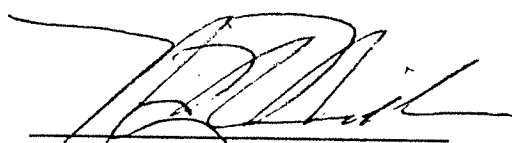

For College of Marin

11/14/89
Date

In recognition of the final settlement for all subsequently named and all other similarly wronged unit members for the grievances concerning flex time instruction/seminar presentation compensation ("two-for-one") involving Don Foss and Michael Brailoff the District agrees to provide the individuals flex credit of the following amounts, applicable to the next semester in which the individual can use it:

Don Foss: 16 hours


For United Professors of Marin
11/16/89
Date


For College of Marin
11/14/89
Date

In recognition of the settlement of the grievance and alleged unfair labor practice concerning the contracting out of unit member work involving the Teaching Resource Center (TRC) Coordinator, United Professors of Marin and the District agree to the following:

The position of Teaching Resource Center (TRC) Coordinator will be part of the certificated unit. The unit member performing the duties will receive reassigned time or overload under the criteria established by the Union-District Workload Committee in the existing contract. The TRC Coordinator vacancy will be filled under the terms of the existing agreement, which will also include a new job description as determined by the UDWC. The job description and the review of this position by UDWC will be done every semester. This will also include a 30 day open application period after notification of all unit members during the academic year 1989-90 of the vacancy, during which time unit members may apply for the position. Future vacancies of the position will also be posted under terms of the existing contract.



For United Professors of Marin

11/16/89
Date



For College of Marin

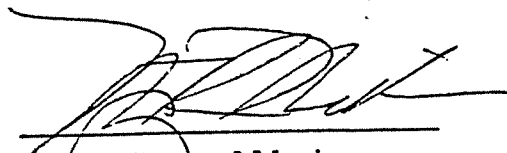
11/14/89
Date

In recognition of the settlement of the grievances and/or alleged unfair labor practices relating to direct dealing and scheduling of flex time workshops, United Professors of Marin and the District agree to the following:

The District will cease and desist direct dealing with unit members on issues of overload, reassigned time, stipends and other contractual provisions covered by the Union-District Workload Committee.

The District will cease and desist unilateral scheduling of instruction/seminars governed by contractual provisions relating to the Staff Development Committee.


For United Professors of Marin
11/16/89
Date


For College of Marin
11/14/89
Date

In recognition of the final settlement of the grievances concerning flex time instruction/seminar presentation compensation ("two-for-one"), individual activities during flex time and the alleged unfair labor practice of failing to negotiate AB 1725 funds; and as a replacement of the Staff Development Committee agreement mutually signed on 3/8/89, United Professors of Marin and the District agree to the following:

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, plus one non-voting student. 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 of 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 instruction/seminar presentations. Approval of an instruction/seminar 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 instruction/seminar. 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 a minimum of \$11,000 per year, to be used for flex time activities. 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.

9.8.2(a) Mandatory on-campus flex time shall be scheduled for no more than four of the flex time days of the Fall semester and for no more than three of the flex time days of the Spring semester. This maximum of seven days will consist of 14 two-hour daytime time periods, or the equivalent. Seven (7) of these two-hour time periods (called "restricted" time periods) 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 instruction; one District/department planning meeting; one orientation meeting, and three additional time periods that will be designated by a majority vote of the Staff Development Committee. In the event of a tie vote by the committee the final decision will alternate between the District and the UPM members of the committee. The opportunity for deciding the first tie will be determined by a coin toss, and alternate sides thereafter. In addition, there shall continue to be one day for Commencement in the Spring. Commencement Day will be scheduled during final exam period. Fifty percent of the permanent faculty shall be present at Commencement. All instruction/seminars provided for in 9.8.2(b) shall be scheduled during the 14 two-hour time periods designated by the Staff Development Committee for each of the seven assigned mandatory on-campus flex days. 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.

9.8.2(b) [no change except for the addition of the following at the end of the existing paragraph] Individual activities (as defined in 9.9.1) will also be allowed during mandatory on-campus flex time, except during the seven two-hour restricted time periods 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.

9.8.2(c) delete, see new 9.10.2

9.9 Individual Activities and Off-Campus Use of Flex Time

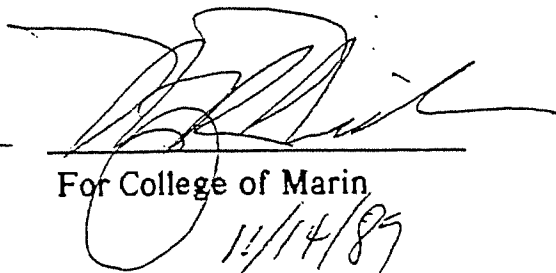
9.9.1 The following assignments are available to unit members to fulfill their off-campus and/or individual activities requirements: [existing contract list, with the addition to the last line as follows:] ..., and other off-campus or individual activities authorized in advance in writing by the UPM-District Staff Development Committee.

9.10.2 Individuals presenting instruction/seminars 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 instruction/seminar shall be granted without requiring a vote of the Committee. 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 seven restricted time periods. If no other flex time periods remain, the credit may be used during the restricted time periods.



For United Professors of Marin

11/16/89
Date



For College of Marin

11/14/89
Date

12/12/89

TO: MANAGERS & DEPT CHAIRS
FROM: KENT LOWNY

HERE ARE 3 NEW AGREEMENTS TO BE FILED
IN YOUR CONTRACT BINDER.

YOUR BINDER SHOULD HAVE THE FOLLOWING AGREEMENTS

7/28/88 PROFESSIONAL STANDARDS

10/10/88 PROFESSIONAL AFFAIRS COMMITTEE

1/30/89 IMPLEMENTATION OF ART. 8.2 & 24.3.2

4/13/89 UPGRADING - ART 16

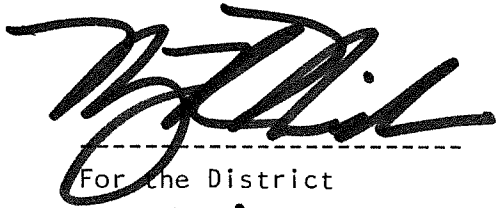
11/14/89 5 AGREEMENTS DEALING WITH FLEX
TIME, UDWC, TRC

IF YOU ARE MISSING ANY, PLEASE GIVE ME
A CALL

AGREEMENT

The District and UPM agree to waive the sabbatical bond requirement in Article 5.6.8.4. for Deborah Loft and David Newby.

Possible changes to this Article will be included in the contract negotiations leading to a new contract that will take effect July 1, 1990.



For the District

2/2/90

Date



For the Union

2/6/90

Date

AGREEMENT

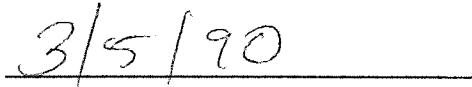
Article 1.3 shall read:

The Unit definition of 1.1 above shall include the following positions:

Instructor, Librarian, Counselor, College Health Center Nurse, Director of Extended Opportunity Programs and Services, Director of Dental Assisting Program, Director of the Art Gallery, Coordinator of the Disabled Students Program, and Coordinator of Institutional Research.



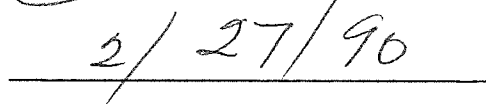
For UPM



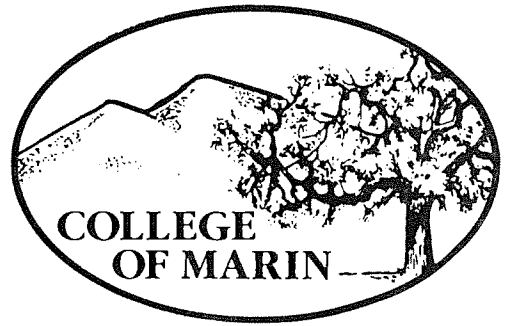
Date



For the District



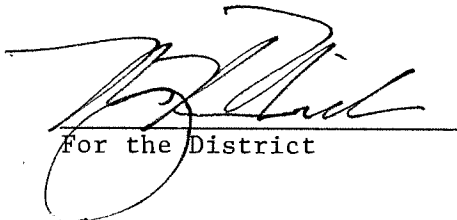
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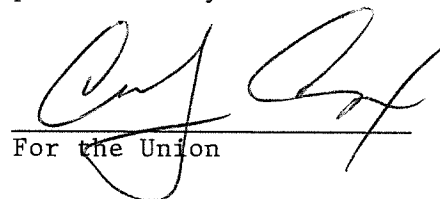
KENTFIELD, CA 94904

AGREEMENT

With the resignation of the probationary Instructor in Architecture, UPM and the District agree to waive the December 1 deadline in Article 16.3 for staffing consideration of that position only.


For the District

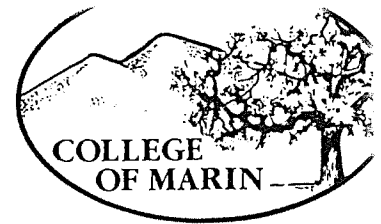
3/5/90
Date


For the Union

3/13/90
Date

Memo

DATE: April 4, 1990
TO: Joaquin Armendariz, Kent Lowney, Jan Moffett,
Gerri Pawlowski, Frances Wilson, Connie Gurka
FROM: Jo Ellen Fitzgerald
SUBJECT: Calculations for Overload Contracts



KENTFIELD, CA 94901
KENTFIELD, CAMPUS
INDIAN VALLEY CAMPUS

This memo is written to clarify the manner in which overloads are calculated under the faculty contract.

Please review and let me know by April 16 if the information is correct or if further clarification is needed.

1. For the full year, an instructor who teaches between 29.5 and 30.5 does not receive an overload. Over 30.5, the overload is counted from 30, not 30.5.
2. Overload is paid at 60% of regular assignment.
3. Overload contracts are prepared at 1st Census, with a few exceptions (see #5). They are prepared at 1st Census rather than Opening Day, to allow time for adjustments in teaching assignments to occur.
4. If an instructor has 17 units in the fall (1 unit overload paid) and 16 units in the spring for a total of 33 units for the academic year, the instructor would receive two more units in the spring, for a total of 3 overload units for the academic year.

Fall	17	1 overload paid
Spring	16	
	--	
For the year:	33	2 overload paid
	--	
		3 overload paid

5. Overloads are paid above 16 in the fall semester. A load of 16 would receive 1 unit overload, but the spring semester is yet to come, and the instructor might teach 14 units in the spring, (a total of 30 for the year) negating the earned overload from the fall. So even though an instructor teaches above 15 units in the fall, an overload contract will not be issued in that semester (unless they teach over 16 units) but units will be totaled for the year at spring's first census, when the year's total units will be known.

Fall	16	
Spring	14	
	--	
For the year:	30	no overload

*Under
30.5 the
deduction is
counted from 30*

An exception would be an instructor who had 17 units in the fall and would be on sabbatical in the spring. This instructor could receive 2 units overload to be paid in the fall.

Fall	17	2 overload paid
Spring	Sabbatical	(the sabbatical is
	--	considered as
For the year:	32	teaching 15 units)

Another exception would be a temporary instructor who taught one semester as full-time (had 16 units in the fall) and was reemployed as temporary in the spring. This instructor would receive a 1 unit overload in the fall, because the contract ends in the fall. Examples of such situations are: (1) a sabbatical replacement; or (2) a temporary instructor with an increase in assignment because of having specialized skills needed to meet enrollment demand.

Fall	16	1 overload paid
Spring	temporary	

6. Since the minimum teaching load is 14 units, anything less must be a reduced load. A combination of overload in one semester and reduced load in the other semester would be treated as follows:

Fall	17	1 unit overload paid
		* 1 unit overload credit
		(held until spring)
Spring	12	3 unit reduced load
		* 1 unit overload
		credit paid
	--	
For the year:	29	

Ted Bright's situation was treated in this manner for '89-'90:

Fall	17.5	1.5 O/L paid	16.0 + 1.5 paid
Spring	13.5		13.5
	----		----
	31.0		* 29.5 falls within
			allowable
			range of
		* Personnel's interpretation	29.5-30.5

7. An instructor on sabbatical is considered as having a semester's load of 15 units. 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. Persons on reduced load may receive stipends for Instructional Skills Workshops or Classroom Research Projects.
9. Managers can teach one class overload of any number of teaching units per academic year. More than one, and the manager must seek UDWC approval.

cc: Dona Boatright
Ira Lansing
Elaine McLevie

4-19-90

In Section 9 we will change on-campus, off-campus to on-site, off-site and instruction/seminars to workshops/meetings throughout the document.

9.8.2(a) *Add* [By a majority vote of the Committee, optional workshops/meetings also may be scheduled during off-site flex days with prior approval of the MCCD-UPM Staff Development Committee.]

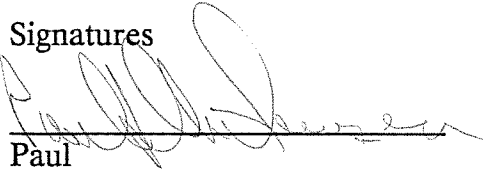
9.8.2(c) Temporary unit members, (paid on credit salary schedule) who cannot attend on-campus flex sessions due to unavoidable time conflicts with other paid employment, may complete their on-site flex obligation by viewing specifically designated videotapes (as provided for in 9.13).

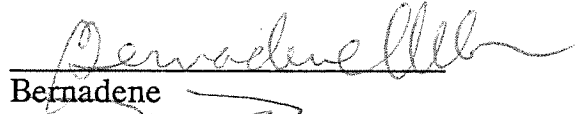
9.9.2(a) Temporary unit members (paid on credit salary schedule) who, due to a late hire date (less than fourteen days before the first day of off-site flex assignments) are unable to secure advanced approval for proposed individual activities may fulfill their off-site flex obligation by viewing specifically designated videotapes (as provided for in 9.13)

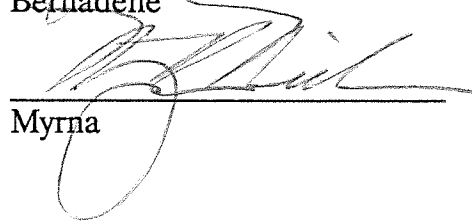
9.13 Viewing of Videotapes by Temporary Unit Members on Credit Salary Schedule

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 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 their 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.

Signatures


Paul


Bernadene


Myrna

AGREEMENT

Article 6.6 is amended as follows:

ARTICLE 6.6.1. A teaching overload is a voluntary assignment of a regular 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-IV) 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.

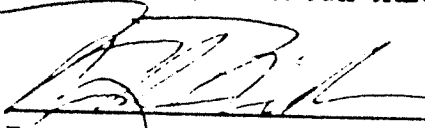
ARTICLE 6.6.2. Except for assignments outside the unit member's defined work year, and substituting within the work year, a teaching overload shall be the exception and shall be made only for a limited period when course coverage or other services cannot be reasonably provided otherwise. Any Counselor or "Other" certificated employee (as defined in Article 1.3) who works additional hours within the 175 day period during the 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 fiscal year or
- b) when the employee works during the 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 the Counseling staff throughout the fiscal year as expressed in Article 8.13 of the Contract.

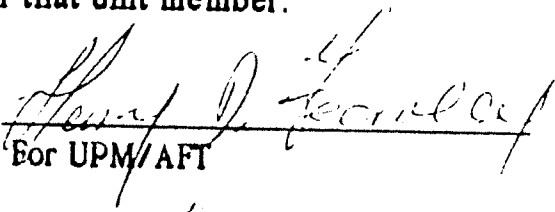
In no case shall the wording of this article infringe upon the right of the District to schedule the Counseling staff throughout the fiscal year as expressed in Article 8.13 of the Contract.

ARTICLE 6.6.3. The maximum teaching overload (as defined in Article 6.6.1) 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.


For the District

Date

5/11/90


For UPM/AFT

Date

5/11/90

UPM-AFT Counter Proposals 4 June 90

[The following changes to be made contingent upon acceptance of all previously proposed UPM modifications of Article XXIV]

Item: Sabbatical Leave Policy

In addition, amend Article V of C.B.A. by adding:

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 VICE PRESIDENT OF ACADEMIC AFFAIRS 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. *-define*

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 (IE: LENGTH OF COURSES TAKEN, LENGTH OF TRAVEL COMMITMENT, ETC.) OR PRODUCT (IE: 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 (EG. 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 OR PERSONAL NECESSITY LEAVE AS COMPENSATION TO THE DISTRICT. *[unpaid]*

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.

MCCD

UPM

? Does this mean if there is no repayment & if employee is not amended how then?

Except as enumerated herein, all other sections of Article 24 shall remain unchanged.

ART. 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.

ART 24.0.1 Any disciplinary actions or penalties authorized by Article 24 of the MCCD/UPM Collective Bargaining Agreement shall be initiated within thirty (30) working days of the date that the assigned MCCD management supervisor knew, or reasonably should have known, of a specific violation. Any disciplinary action taken in accordance with the provisions of Article 24 must begin with the notification of the unit member (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.

ART. 24.0.2 A warning letter shall take the form of a letter from the Office of the Vice President of Academic Affairs to the unit member indicating the contract violation and the subsequent contractual requirement of a letter of censure and possible suspension. The wording of this letter of warning shall be negotiated by the Professional Standards Committee.

ART. 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 and 24.11.1.

ART. 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.

ART. 24.2.2

(b) Delete: "Assault, rape, molestation,

ART. 24.3

(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.

ART. 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

ART. 24.7

Violations of Article V, section 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.

ART. 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.

ART. 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.

ART 24.10 Violations of Article VIII, section 8.3.6

Definition: Failure to meet the terms of the individual UPM member's contract with the Workload Committee.

ART 24.10.1 Violations shall be penalized as follows:

Any instance: The UPM 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 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.

ART. 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.).

4 of 4

ART. 24.12.2 Dept. Chairs.

"Delete whole section re: Dept.Chairs." (Dist. Counter 1 Nov.89)

ART. 24.13 Flex -Time Assignments

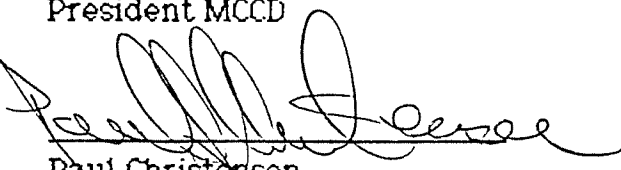
In addition to the penalties cited above, failure to provide contractually required services shall result in a prorated reduction of salary for any unauthorized absence (as provided for in ART. 5.2.12 of the C.B.A.).

ART.24.13.2 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.

This offer is made contingent upon acceptance of all the terms and conditions stated herein.

Myrna R. Miller
President MCCD


Paul Christensen
Chief Negotiator, UPM

DATE?

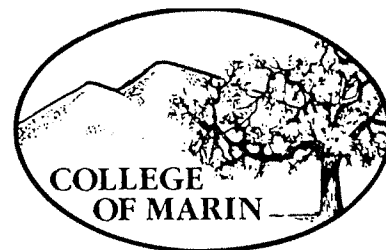
Memo

DATE: June 20, 1990

TO: Managers - *sent*

FROM: Margaret Heaston-Rumford, Admin. Dean for Human Res. & Labor Rel. *MHR*

SUBJECT: UPM/AFT CONTRACT *(This pertains to the copy you received this week.)*



KENTFIELD, CA 94904
KENTFIELD, CAMPUS
INDIAN VALLEY CAMPUS

Attached is a copy of MCCC-UPM/AFT Contract that incorporates all the side agreements as of today. This version should be helpful to you until a new contract is negotiated and distributed.

The following agreements have been incorporated into the body of the contract:

<u>Article</u>	<u>Subject</u>	<u>Date</u>
1.3	Unit Listing	7/7/89, 9/27/89, 2/27/90
4.1.1	CRA Trust	7/24/89
5.5.1.1. -5.5.3.8	Conference Leaves	10/10/88
5.6.1.1	Sabbatical Leaves	6/4/90
6.6	Overload	5/11/90
8.2	Overload Calculation	1/30/89
8.3.7	Deletion of Management Positions	7/7/89
8.3.10	IR &D	11/14/89
9.7-9.10	Flex-Time	11/14/89
9.8.9.9-9.13	Flex-Time	4/19/90
16.	Upgrading	4/13/90
24.0	Disciplinary Actions	5/24/90
24.3	Failure to File Final Grades	7/28/88
24.3.2	PAC Approval of Exceptions	1/30/89

MHR/KL/cg

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Updated June 14, 1990

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**Marin
Community
College**

Kentfield, CA 94904
(415) 457-7994

Kathy

IMPLEMENTATION OF ARTICLE 8.2

According to the MCCD-UPM/AFT collective bargaining agreement, the annual instructional load for unit members is 30 units, plus or minus .5 teaching units.

The base is 30 units and the plus or minus .5 will operate as if it were rounding. 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.

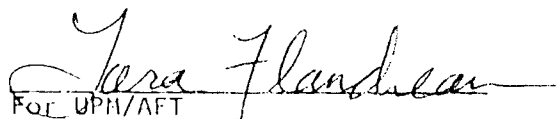
Annual load will be determined at first census in the Spring semester and overload will be paid, or salary will be reduced, over the remaining months of the semester.

IMPLEMENTATION OF ARTICLE 24.3.2

If a unit member requests, the Professional Affairs Committee will review, before or after the fact, the reasons that a deadline for submission of final grades or class rosters is not met, and the PAC will decide the request for extension. TF


For the District

4/3/89
Date


For UPM/AFT

1/23/89
Date

Memo

DATE: January 18, 1989

TO: All Credit and Non-Credit Faculty

FROM: Myrna Miller *[Signature]* Tara Flandreau *[Signature]*

SUBJECT: Class Rosters and Final Grades



Marin
Community
College

Kentfield, CA 94904
(415) 457-8811

College of Marin Campus, Kentfield
Indian Valley College Campus, Novato

Article 24.3 of the MCCD-UPM/AFT Collective Bargaining Agreement was amended in July, 1988 to give detailed instructions on how class rosters and final grades can be submitted to Admissions and Records within the deadlines. One part of the amendment was not clear and that dealt with requesting an extension on a deadline.

The Professional Affairs Committee will be available to receive requests from individual faculty members to extend a deadline that, because of an extreme emergency, the faculty member cannot (or did not) meet. The Committee will decide on the request or, if deadlocked, pass the decision to the Vice President, Academic Affairs.

For our students' sake, please assure that the deadlines are met and that an extension is only requested in cases such as, but not limited to, illness, accident, or death in your immediate family. If a request for extension is turned down and the deadline has passed, the collective bargaining agreement provides for disciplinary action.

OVER



Marin Community College

Kentfield, CA 94904
(415)457-7994

IMPLEMENTATION OF ARTICLE 8.2

According to the MCCD-UPM/AFT collective bargaining agreement, the annual instructional load for unit members is 30 units, plus or minus .5 teaching units.

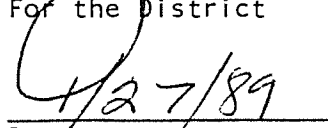
The base is 30 units and the plus or minus .5 will operate as if it were rounding. Up to 30.5 units, no overload will be paid. Beyond 30.5, an overload will be paid above the base of 30. Down to 29.5 units, no salary will be lost. Below 29.5, annual salary will be reduced by the percentage below the base of 30 units.

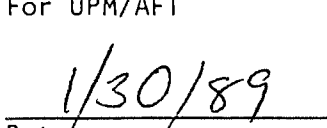
Annual load will be determined at first census in the Spring semester and overload will be paid, or salary will be reduced, over the remaining months of the semester.

IMPLEMENTATION OF ARTICLE 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.

23.3.3.1 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.


For the District

Date


For UPM/AFT

Date

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:

- 1. sent by regular U.S. Mail; or if received after 2:00 PM of the due date cited in the MCCD/UPM academic calendar; or if sent by U.S. Express Mail or commercial express service within the continental United States, no proof of express mailing showing a date at least 3 calendar days prior to the due date**
- 2. sent to the wrong address**
- 3. submitted with a missing scanner sheet**
- 4. scanner sheet unsigned**
- 5. 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**
- 6. entries not made with a #2 or softer pencil**
- 7. 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)**
- 8. corrections made with "white-out"**
- 9. a grade entry is omitted**
- 10. a multiple grade entry is made**
- 11. an inappropriate grade is made (for example, a "W" at the end of a semester or an "IP" for an unauthorized class)**
- 12. an "I" or "IP" is awarded without the proper accompanying form**

2. Final grades must be submitted in one of the following three manners:

- 1. 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 PM 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.

2. In the Personnel Office door mail slot by 2:00 PM 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.1.1. through 12, or if corrected by mail or phone, the District will issue a receipt to the unit member.
 3. By 2:00 PM 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.1.1. through 12, 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).
1. 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.
 2. Credit positive attendance rosters are due with final grades if the course ended within the academic semester.
 3. Intersession and non-credit positive attendance rosters are due no later than three working days after the last class

meeting ("working days" here means days on which the Office of Admissions and Records is open for business).

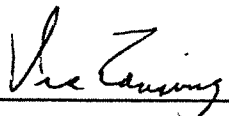
c.) Failure to return District equipment and materials within 5 calendar days of the date of a request for such a return. The request must be by mail, certified return receipt requested. The five days must be within the 175 assigned days for that individual, or within the contract period plus 30 days for temporary employees.

24.3.1 [no change]

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. 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.

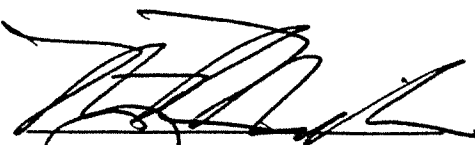
The provisions of 24.3 as described above shall take effect with the Fall semester, 1988.



For United Professors of Marin

7/29/88

Date



For Marin Community College

7/28/88

Date

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

JULY 1, 1987 — JUNE 30, 1990

**Marin
Community
College
District**



