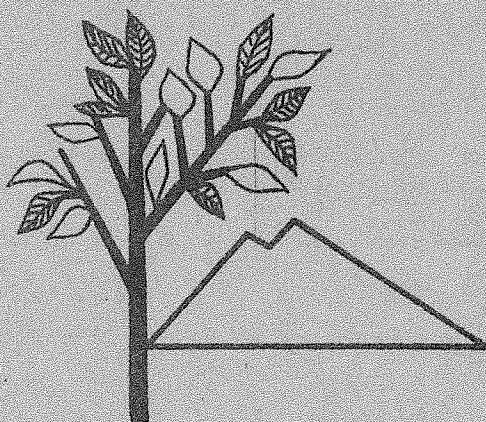


**CONTRACT BETWEEN
THE MARIN COMMUNITY COLLEGE DISTRICT
AND THE UNITED PROFESSORS OF MARIN/
AMERICAN FEDERATION OF TEACHERS
LOCAL 1610**



MARCH 11, 1980 through JUNE 30, 1981

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AGREEMENT

This Agreement entered into this 11th day of March, 1980, by and between United Professors of Marin, AFT Local 1610, hereinafter referred to as "UPM/AFT," and the Marin Community College District, hereinafter referred to as "District."

ARTICLE I: RECOGNITION

1.1 For the purposes of this Agreement, the Unit shall include all full-time certificated employees, all part-time credit certificated employees who have taught the equivalent of three or more of the last six semesters, inclusive, all part-time non-credit certificated employees who have taught the equivalent of four or more of the last nine quarters, inclusive. As used in this formula, any part-time credit instructor currently teaching in a third semester would be eligible, as would any part-time non-credit instructor currently teaching in a fourth quarter.

1.2 The Unit excludes all other employees, including all management, supervisory and confidential employees.

1.3 The Unit definition of A shall include the following positions: Instructor, Librarian, Counselor, Director of Nursing and Allied Health Programs, College Health Center Nurse, Coordinator of Extended Opportunity Programs and Services, Director of Dental Assisting Program, Assistant Director of Associate Degree Nursing, and Media Coordinator.

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: DUES

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 form.

ARTICLE III: WAGES

3.1 For 1979/1980, all unit members employed as of the date of execution of this Agreement shall receive a 13% salary schedule increase retroactive to July 1, 1979, for all work performed July 1, 1979, or after. Said 13% increase shall be based on the 1977/1978 salary schedule. The salary schedule for 1979/1980 shall be as set forth in Exhibit A.

In addition, all unit members employed as of the date of execution of this Agreement shall receive a one-time only payment of 6% of the compensation received in 1978/1979, off the salary schedule.

3.2 For 1980/1981, the salary schedule shall be increased by 8%. Said increase shall be based on the 1979/1980 salary schedule.

3.3 Step and column increases shall be provided for 1978/1979, 1979/1980 and 1980/1981.

3.4 All retroactive compensation shall be paid as soon as possible after ratification. Payment shall be made in the form of a separate check. Payment shall not be included in the regular monthly checks of the members of the bargaining unit.

3.5 For additional increase in compensation, see Article IV Health and Welfare Benefits.

ARTICLE IV: HEALTH AND WELFARE BENEFITS

4.1 For 1978/79, for unit members employed as of the date of the execution of this Agreement, the District shall pay the increased cost of medical benefits to include up to the employee and one dependent retroactive to July 1, 1978. The District shall pay the increased cost of other enumerated benefits to said unit members retroactive to July 1, 1978.

4.2 For 1979/80, the District shall contribute up to the following amounts per month per full-time employee retroactive to July 1, 1979:

Blue Cross	\$110.95	employee and one dependent
	55.23	per full-time employee
Kaiser	32.01	per full-time employee
	64.02	employee and one dependent
Life Insurance	6.00	employee only
Income Protection	.86/\$100	employee only
C.D.S.	27.32	

4.3 Part-time credit employees only who teach 12 units or more in an academic year and who teach at least 6 units in one semester shall be eligible for the following Kaiser contribution: Kaiser \$32.01 for employee only and \$64.02 for employee plus one dependent.

4.4 For 1980/81, the District shall pay the increased cost for the same coverage for full-time and part-time employees eligible pursuant to Paragraph 4.2 and 4.3.

4.5 Coverage shall be from July 1st to June 30th.

4.6 An Insurance Committee shall be formed consisting of two members selected by UPM/AFT, two members selected by the classified staff and two 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 shall make recommendations to the exclusive representatives and to the District re: improvements and/or economies in fringe benefit coverage.

4.7 Within thirty (30) days of employment, each new employee shall receive complete information regarding all District insurance coverage. He/she shall enroll at the first open enrollment period 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.

4.8 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.

4.9 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.

4.10 For certificated Employees Retired on Disability: A regular certificated employee with at least ten (10) years of service in the District, when retired for medical disability, will be covered by the District's medical insurance policy until he/she reaches the age of 65, 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 65, or to the date of death, whichever is earlier, and with approval of the insurance carrier.

For Certificated Non-Disability Retirement: Upon retirement, a regular certificated employee with at least ten (10) years of service in the District will be covered by the District's medical insurance policy until he/she reaches the age of 65, or to the date of death, whichever is earlier. One eligible dependent will also be covered until the staff member reaches the age of 65, or to the date of death, whichever is earlier, and with approval of insurance carrier.

Paragraph 4.10 shall be retroactive to July 1, 1979.

4.11 Phased in Early Retirement

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

(1) The employee has reached the age of 55 prior to reduction in workload and is not older than 65.

(2) The employee 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.

B. The employee shall be paid a salary which is the prorata share he or she would be earning had he or she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full-time employment. The employee shall receive all benefits in the same manner as a full-time employee.

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

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

E. 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.

F. A person desiring to apply for retirement, pursuant to this Section, must do so in writing by February 15 preceding the Fall Semester or November 15 preceding the Spring Semester in which he/she desires the plan to begin. It being provided, however, later applications will be considered based on a medical emergency.

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

4.12 Part-time employees, and retired employees 65 years of age or older, may enroll for benefits, upon approval of the carrier, by paying the necessary premiums to the District.

ARTICLE V: LEAVES

5.1 Sick Leave

A. Faculty members shall be entitled to ten (10) days sick leave annually, accumulated indefinitely commencing on the first day of employment. Any faculty member, who becomes employed in the District within one year of terminating employment in another district, shall have transferred to the District sick leave accumulated in any California public school district. Accumulated sick leave up to eight (8) days may be used by a faculty member for personal necessity as set forth in paragraph 5.2.

B. Faculty members who work less than full-time shall receive sick leave in the proportion that their work bears to a full-time workload.

C. All absences shall be reported to the immediate supervisor in writing within three (3) working days after return to duty.

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

E. A faculty member shall report an absence by calling the immediate supervisor or his/her designee by 8:30 a.m., or an hour prior to the employee's first assignment, whichever is earlier.

F. All faculty 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 work day preceding their return to duty.

G. If a faculty member fails to give notice within the time limit specified of his or 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 faculty member's salary for that month.

H. No payment for such leave shall be made until submission by the faculty member of the form specified by the District (and approved by UPM/AFT 1610) and signed by the faculty member and immediate supervisor.

I. If the absence is five (5) days or more, or if there is a pattern, or there is a specified reason in writing to believe that there is an abuse of sick leave, the District may require that the employee's licensed health advisor certify that the absence was due to illness or injury. The District shall not discriminate against evidence of treatment and the need thereof by the practices of the religion of any well organized church.

5.2 Personal Necessity Leave

A. An employee may use, at his/her election during any school year, not more than eight (8) days accumulative sick leave in case of personal necessity. Personal necessity is defined as an urgent situation, which is imposed on an individual, over which he/she has no control, and which he/she cannot reasonably be expected to anticipate or disregard, and which requires the employee's presence during his/her normal work day. Examples of personal necessity shall include but not be limited to religious holidays, doctoral examinations, and adoption hearings.

B. Advance permission shall not be required for leave taken for either of the following two reasons:

- (1) Death or serious illness of a member of the immediate family or household.
- (2) Accident involving his/her person or property, or the person or property of a member of his/her immediate family or household.

C. The employee shall submit a written request to the Personnel Office to secure advance permission for personal necessity leave other than for types 1 & 2 above; provided, however, that in an emergency situation where a request in advance is not possible, leave may be approved subsequent to the leave.

D. 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 employee may apply for an unpaid extended personal necessity leave.

5.3 Conference Leave

District may approve paid and unpaid leave for the purpose of attending conferences which will improve the employee's performance.

5.4 Sabbatical Leave

A. 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 or a combination of the following purposes:

- (1) Formal Study. Applicants for sabbatical leave under this section shall agree to undertake a program of undergraduate or graduate work or a combination thereof. This program must be related to the present or prospective service of the employee.
- (2) Independent Study. An independent study leave is one during which time the employee pursues a program of study, research and/or experience. This program must be related to the present or prospective service of the employee.

(3) 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.

B. 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 employee's request, the report shall be included in the employee's personnel file. This report shall serve as a record of professional growth on the part of the individual and certificated staff as a whole.

C. Eligibility. Seven (7) years of full-time service as a member of the faculty since the last sabbatical leave. Recipients of sabbatical leaves must agree to remain in the employ of the District for two 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 seven (7) 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 seven (7) 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.

D. 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 the one (1) semester or less. One-half (1/2) sabbatical shall count as two-thirds (2/3) of a year sabbatical in computing the total number of sabbatical leaves which may be granted under this policy.

E. Distribution. The minimum number of sabbatical leaves awarded in any one (1) fiscal year shall be five (5) percent of the total complement of filled certificated 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.)

F. Compensation.

(1) Employees 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. Employees awarded sabbatical leaves of absence for one (1) school year shall be paid sixty-five percent (65%) of the 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.

(2) A certificated employee who is awarded sabbatical leave of absence shall receive, when sabbatical leave salary is computed, such automatic changes in salary rating as would have been received had he or she remained in active service. Employees on sabbatical leave may be paid at the same intervals as they would for their normal pay period.

G. 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:

- (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.
- (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.
- (3) Seniority of service since last sabbatical.
- (4) Reasonable distribution in every discipline to the extent required by educational considerations.

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

- (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 Chancellor. 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.
- (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 by the Board of Trustees no later than the last Board meeting in January.
- (3) The college presidents shall review the sabbatical recommendations and forward the same to the Chancellor and Board of Trustees with such recommendations for changes as he/she believes are necessary to reconcile the recommendations with the educational and financial requirements of the District.
- (4) The final approval for sabbatical leaves shall rest with the Board of Trustees. Each recipient of a sabbatical leave must post a bond, and California Educational Code Section 87770 and any amendments thereto shall govern.

I. 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 an employee 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 employee 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.

J. Return to Service. At the expiration of the sabbatical leave the employee 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 employee is obliged to render at least the equivalent of two full-time years of service to the District within a four (4) year period following the completion of the sabbatical leave. Each employee 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 employee to the District.

5.5 Legislative Leave

- A. Every regular employee 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.
- B. Within six (6) months after the term of office expires, the employee shall be entitled to return to the position held at the time of election, at the salary to which entitled had the employee not been absent from the service of the District to serve in the Legislature.
- C. An employee employed to take the place of the employee elected to the Legislature shall not have any right to such position following the return of the employee on Legislative leave to the District.
- D. Subject to approval of the carriers, an employee elected to the Legislature may continue his/her health and welfare benefits at his/her own expense.

5.6 Unpaid Leaves

- A. An unpaid leave is one which is granted to enable a faculty member to pursue programs such as (but not limited to) study, educational travel, research, organizational service, or private-sector employment when the experience gained through such activities will render his/her professional services of greater value to the District.

Unpaid leaves may be granted, by approval of the Board of Trustees to regular or contract employees upon submission of a written request specifying the period and the reason(s) for the request.

- B. Short-Term. Unpaid leaves of less than a semester may be granted in extreme emergencies.
- C. Long-Term.

- (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.
- (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 reason(s) for the renewal being specified.
- (3) Fringe benefit coverage may be continued at the employee's expense, if permitted by insurance carriers and requested in writing by the employee.
- (4) Reasons for denial will be specified in writing upon request of the individual(s) whose leave has been denied.

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

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

5.9 Industrial Accident Leave. No change from existing District Policy No. 3098:

A. All District employees who are eligible for Workmen's Compensation benefits shall be provided with industrial accident and illness leave according to the following provisions:

- (1) The accident or illness shall have arisen out of and in the course of the employment of the employee and shall be accepted by the State Compensation Insurance Fund as a bona fide injury or illness.
- (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 employee would otherwise have been performing work for the District in any one(1) fiscal year.
- (3) Allowable leave shall not be accumulated from year to year.
- (4) The leave under these rules and regulations shall commence on the first day of absence.
- (5) Maximum salary during any one period shall not exceed the normal salary rate.
- (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.
- (7) During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement (on his full salary) and other authorized contributions.
- (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.
- (9) Upon termination of the industrial accident or illness leave the employee 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 employee continues to receive temporary disability indemnity he may elect to draw on accumulated sick leave to provide (with temporary disability indemnity payments) total income not to exceed normal full salary.

5.10 Jury Duty. Employees absent from work to fulfill jury obligations shall be paid the difference between regular salary and jury fees for each day absent.

5.11 Maternity Leave. No change from existing District Policy No. 3094:

A. The Board of Trustees shall provide a leave of absence for any employee, classified or certificated, required to stop working because of a disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

B. 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 employee. Physical disability, for the purposes of this policy, shall be defined as a period during which the employee is unable to perform job-related duties.

C. The period of disability shall be determined by the employee's physician. The District may, at its option, obtain other medical opinion.

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

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

ARTICLE VI: TRANSFERS AND ASSIGNMENTS

6.1 Transfers.

A. Voluntary Transfers: Regular or contract employees who are members of the bargaining unit may voluntarily transfer from one (1) campus to another or from one (1) instructional or service unit to another on the same campus, or they may divide their teaching duties between campuses or units, provided the transfer is approved by Management. The approval process shall follow the guidelines stated below:

(1) 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.

(2) Permanent Transfer: Permanent voluntary transfers will be provided on the basis of open competition for the available position.

B. Involuntary Transfers: Regular or contract unit members may be involuntarily transferred from one (1) campus to another or 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 units provided that such involuntary transfer shall not occur unless:

(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.

(2) When the transfer would result in an assignment listed in 6.2A below, the unit member involved gives his/her written permission.

(3) The unit member to be transferred is given notice at least ninety (90) days prior to the beginning of the semester except in unusual circumstances due to resignation, death, illness, accident, emergency leave or physical catastrophe.

(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.

A unit member may request a reduced load as an alternative to an involuntary transfer.

6.2 Assignments

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

- (1) A full assignment of three (3) days and three (3) evenings per week, five (5) days and one (1) evening per week, or six (6) days with or without evenings.
- (2) Teaching more than three (3) consecutive lecture hours or 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 three (3) years.

B. Overload.

- (1) An overload is a voluntary assignment of a regular or contract employee to additional teaching, counseling, librarianship or other certificated duties beyond those required of a full-time employee in those areas.
- (2) Except for assignments outside the employee'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.
- (3) The maximum overload for instructional staff shall be one (1) class per term or twenty percent (20%) of the normal load, whichever is the greater. The maximum overload for a certificated employee other than an instructor shall be twenty percent (20%) of a normal workload of that employee.

C. 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 the 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.

ARTICLE VII: EVALUATION

7.1 Criteria for Evaluation.

A. Instructional Faculty. 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: (a) demonstrated knowledge of the subject matter being taught and of the discipline in general; (b) consistent and careful planning in accordance with the published course descriptions; (c) 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.

B. Counseling Faculty. Examples of indices for counseling are: (a) 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; (b) maintaining the integrity of the counseling relationship; (c) maintaining the ethical standards of the counseling profession; (d) performing counseling and guidance activities. Members of the counseling faculty shall have the opportunity to recommend criteria which recognize special characteristics of the discipline.

C. **Librarianship Faculty.** Examples of indices for librarians are: (a) demonstrated knowledge of librarianship and its application to the community college; (b) consistent and careful planning in organizing the library for the use of students and faculty; (c) assisting students in learning activities; (d) observing the ethical principles of the teaching and librarianship professions; (e) performing other librarianship responsibilities. The librarianship faculty will have an opportunity to recommend criteria which recognize special characteristics of library service.

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

7.2 Evaluation Procedures.

A. Contract (Probationary) Employees.

(1) For each contract employee 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. Completion of this written evaluation is the responsibility of an evaluator from management named by the college president of the institution at which the employee is providing most of his/her services during the year in which he/she is being evaluated. The evaluator shall be advised in all phases of the evaluation by a faculty member named by UPM/AFT.

(2) Evaluation shall occur as soon as feasible in the semester of evaluation. A final report is to be submitted in writing to the Dean of Instruction and Student Services (College of Marin) or Dean of Educational and Student Services (Indian Valley Colleges) by February 15. At the beginning of the fall semester of each probationary year, the evaluatee shall elect one of the following two (2) options by which to be evaluated.

(a) Under the first option the evaluator shall schedule classroom or other on-the-job visits by himself/herself and the UPM/AFT faculty advisor.

(b) Under the second option the evaluatee, with consultation by the evaluator and the faculty advisor, shall prepare for the evaluator and faculty advisor a written statement of his/her professional objectives whose accomplishment will be sought during the evaluation period. 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 provide an assessment of its success by January 15.

(3) In addition to the options chosen from those listed above, student evaluation shall be obtained: A committee composed of administrators and faculty members appointed by UPM/AFT shall convene to consider nationally recognized instruments and to recommend student evaluation forms to be used in the District. The purpose of student evaluation shall be to improve the teaching, counseling, librarianship or other services provided students. Probationary employee/evaluatees shall also furnish the evaluator and advisor, by January 15, a self-evaluation of his/her performance to date in areas of professional responsibility.

(4) A final written evaluation, including suggestions for improvement, if any, and a recommendation concerning re-employment shall be shown first to the evaluatee, and advisor, and then submitted by February 15 to the Dean of Instruction and Student Services (College of Marin) or Dean of Educational and Student Services (Indian Valley Colleges). Recommendations for improvement may include in-service training to improve job performance. The evaluatee may attach his/her comments to the evaluator's report before it is submitted to the appropriate Dean, and the advisor may attach a separate statement if he/she desires.

B. Regular (Tenured) Faculty.

(1) For each regular permanent faculty member there shall usually be one (1) formal written evaluation every two (2) years. The evaluator may, however, recommend a second evaluation within an evaluation period. Completion of this written evaluation is the responsibility of the evaluator from management named by the college president of the institution at which the employee is providing most of his/her services during the year in which he/she is being evaluated. The evaluator shall be advised in all phases of the evaluation process by a faculty member named by UPM/AFT.

(2) Evaluation shall occur as soon as feasible in the semester of evaluation. A final, written report is to be submitted by the evaluator to the Dean of Instruction and Student Services (College of Marin) or the Dean of Educational and Student Services (Indian Valley Colleges) by February 15. At the beginning of each fall semester of a year in which an evaluatee is to be evaluated, he/she shall select any two (2) of the following four (4) options by which to be evaluated:

(a) Under the first option, the evaluator shall schedule classroom or other on-the-job visits by himself/herself and the advisor.

(b) Under the second option, the evaluatee, with consultation by the evaluator and faculty advisor, shall prepare for the evaluator and advisor a written statement of his/her professional objectives whose accomplishment will be sought during the evaluation period. This statement of objectives shall be completed by September 15. The objectives shall include the positive effects intended for students by the teaching, counseling, librarianship or other services provided by the evaluatee, and the ways in which the evaluatee plans to achieve these effects. In addition, the manner of evaluating the success of his/her efforts must be specified by the evaluatee. It shall then be the responsibility of the evaluatee to carry out the plan and provide an assessment of its success by January 15.

(c) Under the third option, the evaluatee would prepare for the evaluator and faculty advisor, by January 15, a written self-evaluation of a) his/her effects on students who receive his/her services; b) efforts to improve his/her competence in meeting the responsibilities of the position he/she holds; c) participation in department or office and college activities; and d) contributions to the educational profession. This self-evaluation should be as specific as possible and provide whatever evidence may be available to support its assertions.

(d) Under the fourth option, the evaluatee may be evaluated by faculty members, one (1) to be appointed by management and one (1) to be appointed by the evaluatee. The two (2) faculty members, after classroom or other on-the-job visits, shall prepare a report for the evaluator which assesses the quality of the teaching and/or other services provided by the evaluatee and make suggestions for improvement, if any.

(3) In addition to the options chosen from those listed above, student evaluation shall be obtained. A committee composed of administrators and faculty members appointed by UPM/AFT shall convene to consider nationally recognized instruments and to

recommend student evaluation forms to be used in the District. The purpose of the student evaluation is to improve the teaching and other services provided to students.

(4) A final written evaluation, including suggestions for improvement, if any, and a recommendation concerning re-employment shall be shown first to the evaluatee, and advisor, and then submitted by February 15 to the Dean of Instruction and Student Services (College of Marin) or Dean of Educational and Student Services (Indian Valley Colleges). Recommendations for improvement may include in-service training to improve job performance. The evaluatee may attach his/her comments to the evaluator's report before it is submitted to the appropriate Dean, and the advisor may attach a separate statement if he/she desires.

C. Temporary (Non-Probationary) Faculty who are unit members. For each temporary faculty 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 faculty member, except that the evaluation may occur in any semester and at any time within a semester.

D. Personnel Files. There shall be only one (1) personnel file for each faculty member. This file shall be maintained at one (1) location in the District Personnel Office. It shall be available for inspection by the employee or a representative expressly authorized by the employee upon request. Access to files shall be limited to authorized personnel and those included in Government Code Section 6250.

E. Faculty Assignments. It is intended that a faculty member be required to participate in no more than two (2) evaluations of other faculty members per semester, though that number may occasionally be exceeded to ensure the participation of qualified individuals.

ARTICLE VIII: WORKLOAD

The work week for full-time unit members shall be considered to be thirty-seven and one-half (37½) hours, of which those hours to be specifically assigned are stated below:

8.1 Teaching Load in the Credit Program.

A. 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 (17½) weeks duration, not to exceed one hundred seventy-six (176) days.

B. For each area at College of Marin, and for each cluster at Indian Valley Colleges, the average number of teaching units per full-time teacher shall be fifteen (15), rounded to the nearest tenth (.10).

C. A teaching unit is defined as one (1) lecture hour or one and one-half (1½) laboratory, studio, or activity hours per week for a full semester, or the equivalent time for a course which is less than a full semester in duration. For existing work experience, televised courses, directed studies learning centers and other teaching situations where an instructor is not with students the same amount of time as in a conventional course, the number of teaching units and responsibilities to be assigned shall be consistent with past practice. For proposed new work experience, televised courses, directed studies, learning centers, and other teaching situations where an instructor is not with students the same amount of time as in a conventional course, the number of teaching units to be assigned shall be recommended by a campus committee composed of one (1) management representative and two (2) UPM/AFT representatives. In no case shall more than one and one-half (1½) hours of class time be required for one (1) teaching unit.

D. 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 faculty member only if he/she agrees or if no temporary faculty member is assigned to the same course or service on a weekday.

8.2 **Office Hours.** Full-time credit instructors shall be in their offices a minimum of four (4) hours per week (at least one office hour per teaching day but not to exceed four 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. This paragraph shall be effective commencing in the fall semester of 1980.

8.3 **Counselors.** Counselors shall be scheduled for no fewer than thirty (30) hours per week of contact with students in individual or group counseling and/or in scheduled counseling classes. A work schedule for an additional five (5) hours shall be arranged by management after consultation with the employee. 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.

8.4 **Librarians.** Librarians shall be scheduled for thirty-five (35) hours per week by management after consultation with the employee. 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.

8.5 **School Nurses.** School nurses shall be scheduled for thirty-five (35) hours per week by management after consultation with the employee.

8.6 **Other Certificated Employees.** Full-time certificated personnel other than instructors, counselors, librarians, and school nurses shall be assigned no more than thirty-seven and one-half (37½) hours per week by management after consultation with the employee.

8.7 **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.

8.8 **Regular (Tenured) Faculty — Reduced Load.**

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

B. Regular (tenured) credit instructors who, by official Board action, are granted reduced loads shall fulfill professional duty requirements on a basis proportional to the teaching unit load assigned.

C. 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 an individual must teach is eighteen (18) per year, or nine (9) if the reduction is only for one (1) semester. If a regular (tenured) employee wishes a reduced load of 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.

D. For non-teaching faculty, the provisions of paragraph C shall be adjusted proportionately.

8.9 Workyear for Counselors.

A. For 1978/79 and 1979/80, counselors shall be compensated at the rate authorized under past practice for work performed outside the two (2) academic semesters in addition to their regular salary for the academic year.

B. For 1980/81, 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 employees shall not be required to render more than one hundred seventy-six (176) days of service without additional compensation. Individual work schedules shall be established by the immediate supervisor after consultation with such employees.

8.10 Workyear for Librarians.

A. For 1978/79 and 1979/80, librarians shall be compensated at the rate authorized under past practice for work performed outside the two academic semesters, in addition to their regular salary for the academic year.

B. For 1980/81, the workyear for librarians shall be the academic year as defined in the section of the contract concerning district calendar.

8.11 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.

ARTICLE IX: CALENDAR

9.1 The academic year for credit classes shall consist of two (2) semesters of a maximum of eighteen (18) working weeks each. The days of the academic year shall be one hundred seventy-five (175), plus one (1) day, the last week day prior to the beginning of classes in the fall semester, for orientation. Sundays and holidays shall not be counted as days of the academic year. The last six (6) days of each semester 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 year calendar 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 1980/81 calendar year and all years thereafter.

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 Academic Calendar for 1979/80.

FALL SEMESTER, 1979: August 20 (Monday)—plus August 17 (Friday)—to December 21, 1979.

THANKSGIVING RECESS	November 22 & 23
CHRISTMAS RECESS	December 22 - January 20
SPRING SEMESTER, 1980	January 21 (Monday) - June 3
EASTER RECESS	March 31 - April 4

Holidays are those specified in the Education Code.

ARTICLE X: CLASS SIZE

10.1 Minimum Class Size.

A. 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.

B. A class shall not be cancelled 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 cancelled at any time.

C. 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 faculty member involved is a regular or contract employee and if there are no courses available for which the faculty member is certificated.

10.2 Maximum Class Size

A. The maximum class size for registration purposes for existing courses shall be that set forth in the data-processing report CAM 001-1, for Fall 1979,* for each campus, as approved by the MCCC Board of Trustees. In the event the first census report (CAM 005) for any course shows a class enrollment of at least three (3) greater than the 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. The supplemental assistance provisions of this paragraph shall not go into effect until Fall semester 1980. No class shall exceed the maximum without the instructor's approval.

B. 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.

* It is understood that this report will require minor revisions and technical corrections. District shall complete these changes within three (3) weeks of approval of this Article by the parties and shall present these changes to UPM/AFT for review

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

11.3 The Safety Committee shall meet periodically to review safety conditions in the District and to consider written complaints from employees regarding safety conditions.

11.4 The Committee shall present its recommendations to the Chancellor, who shall respond within ninety (90) days.

ARTICLE XII: GRIEVANCE

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

A. 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.

A "grievant" is a member of the bargaining unit (as defined by this contract) with an alleged grievance. UPM/AFT may grieve Article III & XIII. UPM/AFT may also file an individual or group grievance on behalf of an employee or employees provided UPM/AFT does not file such grievance without the employee's(s') written authorization.

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.

If the same grievance, or substantially the same grievance, is made by more than one (1) faculty member, one (1) faculty member may, on behalf of himself and all other grievants, file a grievance. The final decision shall apply to all grievants and respondents.

B. 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.

C. 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.

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.

D. If a grievance arises from the action of central District authority, UPM/AFT or any other grievant may present such grievance at Step IV of the grievance procedure.

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

F. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit immediate appeal to the next step of the procedure. 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.

G. Written notices to be given under this grievance procedure may be given by hand to the appropriate person or left with a person in charge of the office of the appropriate person, or mailed by certified U.S. mail. If given by hand, that date shall be counted as the date of giving notice. If mailed, the postmark shall be counted as the date of giving notice.

H. No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation. The fact that an employee 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.

I. This grievance procedure shall become effective upon execution of this Agreement. A grievance on 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.

12.2 Grievance Procedure Steps. 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.

A. Step I.

(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 grievant or his/her representative shall present his/her grievance, on the prescribed form, to the immediate Supervisor, or, by mutual agreement of the parties, to the supervisor's designee.

(2) This statement shall be a clear, concise statement of the grievance, the specific section of the Collective Bargaining Agreement, or the established District practice/procedure allegedly misinterpreted, misapplied, or violated, the circumstances involved, and the specific remedy sought.

(3) Upon request of the grievant, a meeting shall be held between the immediate supervisors and the grievant or his/her representative.

(4) Within ten (10) working days from the date of the filing, the Immediate Supervisor shall communicate his/her decision in writing, together with supporting reasons, to the grievant and the UPM/AFT.

B. Step II.

(1) If the grievance is not adjusted in a manner considered to be satisfactory by the grievant, the grievant may request an investigation and review of the decision. Such request must be made within five (5) working days after the receipt of the decision and shall be directed to the college President. The request for the review shall be in writing and signed by the grievant or his/her representative. This request shall include a clear, concise statement of the grievance; the circumstances on which the grievance is based; the persons involved; the remedy sought; an outline of actions taken to adjust the grievance; the reasons for the appeal from the decision, and the names of the grievant's representative, if any. A copy of the request and accompanying statements shall be forwarded by the grievant to the Level I immediate Supervisor or his/her designee.

(2) Within ten (10) working days after delivery of the grievance appeal, the college President, or in his/her absence, a designee, shall investigate the grievance, giving all persons who participated in Step I and a representative of UPM/AFT, a reasonable opportunity to be heard. Upon request of the grievant, a meeting shall be held between the President and the grievant and his/her representative.

(3) Within fifteen (15) working days after delivery of the grievance, the college President shall communicate his/her decision in writing, together with supporting reasons, to the grievant, with two (2) copies to UPM/AFT.

C. Step III.

In the event that the grievance shall not have been resolved to the satisfaction of the grievant under the above procedures, the grievant, within five (5) days of receiving the President's decision, may submit the grievance to the Chancellor, who shall, in ten (10) working days, communicate his/her decision in writing to the grievant and UPM/AFT.

D. Step IV.

(1) In the event the grievance has not been resolved to the satisfaction of the grievant, the grievant may, within five (5) working days refer the grievance to UPM/AFT. If UPM/AFT agrees, it shall request, within ten (10) working days, a referral to a Board of Review. The Board of Review shall be composed of one (1) person selected by the grievant, one (1) person selected by the District and one (1) person selected by the other two (2).

(2) The Board of Review shall conduct a hearing at which evidence shall be received. At the conclusion of the hearing, the Board of Review shall prepare a written recommendation on the grievance. Copies of the recommendation shall be sent to the grievant, the college President, and the UPM/AFT. The cost of the Board of Review shall be divided equally between the District and UPM/AFT.

(3) In the event either the grievant or the college President disagrees with the recommendation, and they are unable to mutually resolve the grievance, either party may refer the matter to the Governing Board within ten (10) working days after the date of the recommendation of the Board of Review.

E. Step V.

(1) In the event the grievant is not satisfied with the decision at Step IV, the grievant may appeal the decision under the prescribed form to the Governing Board within five (5) days after receiving the decision from Step IV.

(2) The statement shall include a copy of the original grievance, the decisions rendered at each step, and a clear, concise statement of the reasons for the appeal to Step V.

(3) The decision of the Governing Board shall be based solely on the written documents, including all documents submitted at the lower steps of the grievance. It shall be made no later than the second Board meeting after receipt of the appeal.

(4) The decision of the Governing Board shall be binding, except that no rights of the grievant to further legal action shall be abrogated.

12.3 Miscellaneous.

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

B. Until final disposition of a grievance takes place, the grievant is required to conform to the original decision of his/her immediate supervisor.

- C. A "day" is defined as any day during which District offices are open for business.
- D. The "immediate supervisor" is the lowest level manager having immediate jurisdiction over the grievant, who has been assigned to adjust grievances.
- E. 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 processing, and until a final determination has been reached, all proceedings shall be private, subject to the provisions of the Brown Act. The grievant, or UPM/AFT, shall be permitted to examine and/or obtain copies of materials in such grievance files.
- F. 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.
- G. No administrator shall be required to handle more than one (1) grievance at his/her level at a time. If more than one (1) grievance is pending, time limits shall be extended correspondingly. Nothing herein shall prevent the filing of a grievance within the applicable time limitation.
- H. 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 hearings held pursuant to this article.

ARTICLE XIII: BOARD/AGENT RELATIONS

13.1 Rights and benefits of faculty members as set forth in this Agreement shall be made part of any individual contract of employment issued to any faculty 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 faculty 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 agendas, material 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 UPM/AFT shall have the right to use the mail systems and/or mail boxes for the purposes of communicating with employees.

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.

13.9 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 President of his/her presence on District property before conducting union business.

13.10 The Chancellor or his/her designee shall meet with the UPM/AFT Most Responsible Person 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 faculty 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.

ARTICLE XIV: CONCERTED ACTIVITIES

14.1 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.

14.2 UPM/AFT, 1610, recognizes their responsibility to comply with the provisions of this Agreement and to make every effort toward inducing all employees 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 employees to cease such action.

14.3 The District shall take no reprisals against any unit member for activities related to collective bargaining which have occurred during the negotiation of this Agreement. Both parties shall dismiss unfair practice charges pending before PERB, provided, however, that this shall not affect any pending court proceedings re: 50% rules.

ARTICLE XV: COMPLETION OF AGREEMENT

15.1 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, District shall have no further obligation to meet and negotiate, during the term of this Agreement, 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 XVI: DISTRICT RIGHTS

16.1 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 XVII: TERM

17.1 This Agreement shall become effective on the date of the execution, except where otherwise provided, and shall continue in effect until June 30, 1981; provided, however, the articles on Evaluation, Transfer, Assignments and Class Size shall become effective on July 1, 1980.

UPM/AFT 1610

MARIN COMMUNITY COLLEGE DISTRICT

UPM/AFT 1610
EXECUTIVE COUNCIL

MARIN COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

Deane J. Wickertson
M. Brailiff
Robert L. [unclear]
[unclear]
Verally Wakefield
James D. Fearnley

John E. [unclear]
Constance M. Caruth

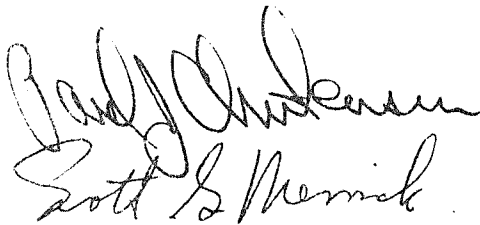
ARTICLE XVIII: MISCELLANEOUS

Side-bars: see attached

Stipulations: see attached

Agreed Upon Forms: see attached

**UPM/AFT 1610
BARGAINING TEAM**

Handwritten signatures of two individuals, likely representing the UPM/AFT 1610 Bargaining Team. The signatures are written in black ink and are somewhat stylized.

**MARIN COMMUNITY COLLEGE DISTRICT
BARGAINING TEAM**

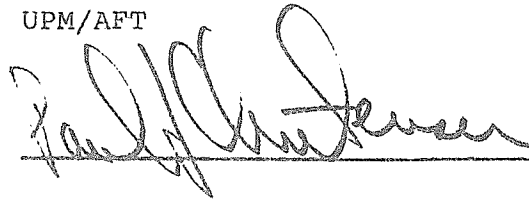
Handwritten signature of an individual, likely representing the Marin Community College District Bargaining Team. The signature is written in black ink and is somewhat stylized.

It is agreed that for the 1979/80 year, the Sabbatical
Leave Committee shall act upon Sabbatical Leave requests by
March 1st and the Board of Trustees by the end of March.

Dated: January 28, 1980

MARIN COMMUNITY COLLEGE DISTRICT

UPM/AFT


_____

It is hereby understood that the District and UPM/AFT shall meet and confer on the establishment of the forms for the following:

Sick Leave

Personal Necessity Leave

Conference Leave

Sabbatical Leave

Unpaid Leave

Transfers

Grievance

Evaluation

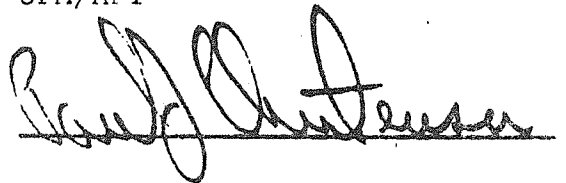
DATED: January 28, 1980

MARIN COMMUNITY COLLEGE DISTRICT



N.V. Pocher

UPM/AFT



Paul J. Antensen

DATE: February 19, 1980

TO: Chancellor, Marin Community College District

FROM: UPM/AFT District Calendar Committee

RE: Academic Calendar, 1980-81

The Calendar Committee recommends the current early starting calendar for 1980-81 with the understanding that research be done and a recommendation given regarding alternative calendars prior to November 1, 1980.

Further, the Calendar Committee recommends that a comprehensive student recruitment program be initiated for the 1980-81 academic year.

Ned Tuck
Barbara Johnson
[Signature]
Donald Green

BREON, GALGANI & GODINO

ATTORNEYS AT LAW

ELITH V. BREON
ROBERT A. GALGANI
RICHARD V. GODINO
MARGARET S. O'DONNELL

March 5, 1980

JOHN A. HUDAK
JAMES D. PINNELL
MARTHA BUELL SCOTT
LEWIS LYNN ELLIOTT
DIANA E. SMITH

333 MARKET STREET, SUITE 600
SAN FRANCISCO, CA 94103
(415) 346-0400

1777 MADISON AVE., SUITE 300
SACRAMENTO, CA 95841
(916) 334-3400

24 BEACH DRIVE
SAN RAFAEL, CA 94901
(415) 484-0000

REPLY TO: San Rafael

Paul Christensen
College of Marin
Kentfield, CA 94904

Dear Paul:

I've finally been able to work out a proposed form of agreement which hopefully will resolve the question of the unfair on the 50% rule. This agreement would read as follows:

The pending unfair practice charges Nos. SF-CE-391 & SF-CE-252/304 shall be dismissed by UPM/AFT. The District agrees that in the pending Marin County Superior Court Action No. 95857:

1. The District will not raise the defense of failure to exhaust administrative remedies.
2. The District will not contend that PERB is the appropriate tribunal for the resolution of the meaning and application of the 50% rule.
3. The District shall comply with a final order from a court of competent jurisdiction.

If this is acceptable to you, this can be in the form of a side letter to the existing agreement or an attachment to the agreement.

Sincerely,

BREON, GALGANI & GODINO

Richard V. Godino

RVG:1kt

cc Gwen Hill
Constance Carroll

Approved
Marin
Community
College
District
position

Constance M. Carroll
By
Nat J. Shum
3/6/80
pg



TERM: ☐ FALL
☐ SPRING 19 ____
☐ SUMMER

1 - 2 - 3

[illegible]

Middle
Initial

INSTRUCTOR

--	--	--	--

1. Previous course work in discipline or other prerequisites: _____

2. Title and description of student project: _____

3. Educational objectives: _____

4. Dates of Student-Instructor Conferences (a minimum of three hours conference with instructor per unit attempted):

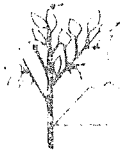
5. Instructor availability:
 - a. REGULAR OFFICE HOURS _____
Days, times Office No. Office Phone No.
 - b. ADDITIONAL HOURS OF
INSTRUCTOR AVAILABILITY
BY PHONE OR IN OFFICE
FOR THIS COURSE (One hour
per week per unit of
credit): _____
Days, times Phone No. Office No. if applicable
6. Method of evaluation to be used to determine grade: _____

Student Signature _____ Date _____

Instructor Signature _____ Date _____

AFTER APPROVAL BY THE INSTRUCTOR, THE STUDENT MAY REGISTER FOR THE COURSE THROUGH THE NORMAL PROCESS.

COPIES: White - Instructor, Yellow - Student, Pink - Area Dean



Marin
Community
College
District

INFORMATION TO STUDENT ON INDEPENDENT STUDY COURSE

TO: Student of _____
(Course Number & Title)

Term: ☐ Fall 19 ____
☐ Spring 19 ____
☐ Summer 19 ____

FROM: _____
(Instructor)

This letter provides you with the course requirements and indicates what you need to do to complete the course successfully. It contains important information, so please keep it handy for reference throughout the course.

COURSE OUTLINE:

COURSE OBJECTIVES:

COURSE MATERIALS:

BASIS OF GRADING:

EXAMS:

Tests will be given at the following
time(s) and place(s):

Date: _____ Date: _____
Time: _____ Time: _____
Place: _____ Place: _____

The final exam will be given at the following
time and place:

Date: _____
Time: _____
Place: _____

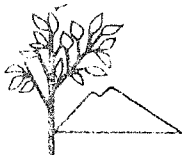
You are required to take the course examinations at the time and place indicated. Exceptions must be requested of the instructor at least one week prior to exams. Your score on the midterm will be mailed to you approximately two weeks following the exam.

LEARNING AIDS AND RESOURCES:

The following activities and services are available to you to maximize your learning and successfully complete the course. Studies show that students who utilize these resources have the greatest success.

(Over)

-32-



Marin
Community
College
District

CONFERENCE AND/OR TRAVEL AUTHORIZATION

(To be filled out when the individual will a) miss any of his regularly assigned duties, b) be away overnight, or c) incur expenses to be reimbursed by the District of \$25 or more.)

Date

Individual(s) requesting conference and/or travel authorization: _____

Destination; purpose of meeting or conference: _____

Sponsoring group(s): _____

Times of departure and return: _____

Please list arrangements, if any, which have been made for handling of classes or other responsibilities:

Please list district financial support or other assistance which is being requested for the period of travel:

Use of district vehicle ☐

xxxxxxxxxx

Transportation expenses ☐

Meals and/or lodging ☐

Substitute ☐

No. Hours _____

xxxxxxxxxx

Other ☐

Approved by: _____

Supervisor

Date

President or designee

Date

EXHIBIT A

MARIN COMMUNITY COLLEGE DISTRICT 1979-1980 Certificated Salary Schedule Effective July 1, 1979

Steps	Class I	Class II	Class III	Class IV	Class IV+ (w/Dr.)**	
1	15,034	16,101	16,966	17,821	18,408	Class I Bachelor's degree or partial fulfillment of a Vocational Credential.
2	15,869	16,942	17,802	18,662	19,248	Class II Master's degree or clear Vocational Credential. ***
3	16,706	17,779	18,498	19,408	20,083	Class III 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 Vocational Credential plus 30 semester hours subsequent to the date of the clear Vocational Credential. ***
4	17,543	18,618	19,474	20,338	20,923	Class IV 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, or clear Vocational Credential plus 60 semester hours subsequent to the date of the clear Vocational Credential. ***
5	18,379	19,455	20,313	21,172	21,758	
6	19,220	20,294	21,152	22,011	22,598	
7	20,058	21,129	21,989	22,849	23,435	
8	20,895	21,964	22,827	23,683	24,268	
9	21,730	22,802	23,662	24,522	25,109	Class IV 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, or clear Vocational Credential plus 60 semester hours subsequent to the date of the clear Vocational Credential. ***
10	22,569	23,641	24,502	25,359	25,946	
11	23,405	24,479	25,337	26,198	26,784	
12	24,242	25,317	26,174	27,034	27,619	
13	25,080	26,155	27,013	27,870	28,457	
14 *	25,080	26,155	27,013	27,870	28,457	Special Conditions - Regular contract employees (certificated staff members employed 60 percent or more of full-time) as of May 2, 1973 are eligible for salary adjustments under the following conditions:
15 *	25,080	26,155	27,013	27,870	28,457	1. Holders of the Bachelor's degree may advance to Column II with the AB + 30 units (including a clear Credential), to Column III with the AB + 60 units (including a clear Credential), to Column IV with the AB + 90 units (including a clear Credential).
16 *	25,315	26,389	27,248	28,339	28,926	2. Regular contract members of the certificated staff employed after May 2, 1973 are not eligible to receive salary adjustments under these special conditions. Any exception, under which an employee hired after May 2, 1973 would receive salary adjustments under these special conditions, would be only by official affirmative action taken by the Board of Trustees.
17 *	25,315	26,389	27,248	28,339	28,926	
18 *	25,315	26,389	27,248	28,339	28,926	
19 *	25,315	26,389	27,248	28,339	28,926	
20 *	25,549	26,624	27,482	28,608	29,395	
21 *	25,549	26,624	27,482	28,608	29,395	
22 *	25,549	26,624	27,482	28,608	29,395	
23 *	25,549	26,624	27,482	28,608	29,395	
24 *	25,784	26,858	27,717	29,277	29,864	

- Step 7 is the highest entering step for teachers new to the system.
 - A \$1,000 bonus is paid once for receiving earned Doctorate 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.
- Supermaximum Steps: Movement above Step 13 is authorized annually for each subsequent step.
- ** Average of \$586 for earned Doctorate.
- *** Vocational Class A Credential (clear), Standard Designated Subject Credential (clear).

MARIN COMMUNITY COLLEGE DISTRICT
1979-1980 Certificated Salary Schedule
Effective July 1, 1979

PART-TIME CREDIT INSTRUCTOR PAYMENT FORMULA:

1. 6 or more units taught prior to 5:00 p.m. Monday through Friday:

$$\text{Annual salary} * X \frac{\# \text{ of units}}{30} X 80\% = \text{Semester payment} \div 5 = \text{Monthly salary}$$
2. Less than 6 units or units taught after 5:00 p.m. and Saturday teaching:

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

OVERLOAD CREDIT INSTRUCTOR PAYMENT FORMULA:

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

SUMMER SCHOOL CREDIT INSTRUCTOR PAYMENT FORMULA:

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

* Placement on Certificated Salary Schedule

SUBSTITUTE INSTRUCTOR SALARY SCHEDULE:

Laboratory and Field Classes:	Less than MA	MA	Doctorate
Step 1. Less than 6 years teaching	\$15.23	\$16.22	\$17.40
Step 2. 6 or more years teaching	\$16.22	\$17.40	\$18.20
Lecture Classes			
Step 1. Less than 6 years teaching	\$17.40	\$18.20	\$19.38
Step 2. 6 or more years teaching	\$18.20	\$19.38	\$20.17

OTHER CERTIFICATED SALARY SCHEDULE
College Health Center Nurse

Step 1	Step 2	Step 3	Step 4	Step 5
\$20,087	20,920	21,765	22,598	23,431
<u>Coordinator of Extended Opportunity Programs & Services</u>				
Step 1	Step 2	Step 3	Step 4	Step 5
\$15,906	16,665	17,479	18,374	19,296

Director of Nursing & Allied Health Programs

(200-Day Work Year)
Certificated Salary Schedule on Page 1 plus 10 percent.

NON-CREDIT INSTRUCTOR HOURLY SALARY SCHEDULE:

	Laboratory or Lecture-Lab	Lecture Class
Step 1. Less than 5 years teaching with MCCD	\$14.22	\$15.77
Step 2. 5 or more years teaching with MCCD	\$15.28	\$16.83

Adopted February 6, 1980