



AGREEMENT

Between

ALLAN HANCOCK JOINT
COMMUNITY COLLEGE DISTRICT

And The

FACULTY ASSOCIATION
OF
ALLAN HANCOCK COLLEGE

Effective
July 1, 2008
through
June 30, 2011

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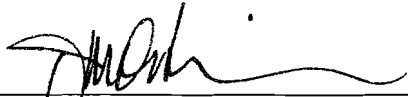
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ARTICLE A

DURATION

- A.1 This Agreement is made and entered into this 19th day of May 2009, by and between the Allan Hancock Joint Community College District, hereafter referred to as the District, and the Faculty Association of Allan Hancock Joint Community College, hereafter referred to as the Faculty Association or Association.
- A.2 This Agreement was ratified by the Faculty Association on May 19, 2009 shall become effective on July 1, 2008 and shall continue in effect to and including June 30, 2011.

FOR THE DISTRICT

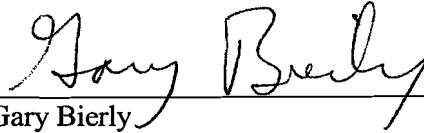


Jose M. Ortiz, Ed.D.
Superintendent/President

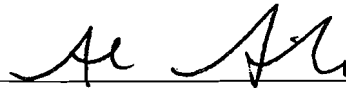


Anna Davies
Chief Negotiator

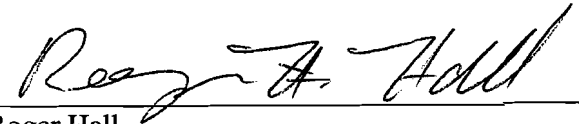
FOR THE ASSOCIATION



Gary Bierly
Professor/President, Faculty Association




Al Avila
Instructor/Chief Negotiator



Roger Hall
Instructor
Negotiation Representative



Michael McMahon
Instructor
Negotiation Representative



Mardi Osborne
Instructor
Negotiation Representative

ARTICLE 1

NEGOTIATIONS AND COMPLETION OF AGREEMENT

- 1.1 Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of the law to be fulfilled. However, negotiations shall not begin prior to 120 days before the termination date set forth under the Duration Article.
- 1.2 Commencement of Negotiations: Negotiations shall commence as soon as possible after satisfaction of the public notice requirements. Negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 1.3 Reassigned Time for Negotiations: The Association shall have the right to designate up to five (5) employees who shall be given reasonable reassigned time in accordance with Article 4.10.3 to participate in actual negotiations if negotiation meetings with the District are scheduled during the working hours of the bargaining faculty members involved. All employees participating in negotiations during the working hours will receive reassigned time proportional to their participation. However, every effort shall be made to schedule negotiation meetings with the District at times other than scheduled class time.
- 1.4 Reopeners: The District and the Association agree to reopen and negotiate the following articles for fiscal year 2009-2010 and fiscal year 2010-2011.

Fiscal Year 2009-2010

Fiscal Year 2010-2011

Article 14 – Compensation

Article 14 – Compensation

Article 11 – Health & Welfare Benefits

Article 11 – Health & Welfare Benefits

Article 16 – Assignment and Contract Year

One additional article chosen by the Association

Article 18 – Faculty Load

One additional article chosen by the District

- 1.5 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both the District and the Association.
- 1.6 Completion of Agreement: This Agreement shall constitute the full and complete commitment between both the District and the Association and shall supersede and cancel all previous agreements both written and oral. In the event a conflict exists between the specific provisions contained in this Agreement and District practices, policies, procedures, and state laws to extent permitted by state law, the provisions of the Agreement shall prevail.

ARTICLE 2

RECOGNITION

- 2.1 The District recognizes the Faculty Association of Allan Hancock College as the sole and exclusive bargaining agent for all contract and regular faculty personnel of the Allan Hancock Joint Community College District to include, effective July 1, 2009, faculty who are hired now or in the future as temporary faculty pursuant to the California Education Code 87470 providing for employment on a basis other than (full-time) contract, (full-time) regular. These faculty hold contracts based on the Faculty Contract Salary Schedule and the Parent Participation Nursery and Day Care Center Salary Schedule except as excluded in Section 2.2.
- 2.2 Positions excluded from the bargaining unit are as follows:
 - 2.2.1 All management, supervisory, and confidential employees as defined by Section 3540.1 of the Educational Employment Relations Act.
- 2.3 New faculty positions created shall be subject to negotiations between the District and the Association to determine if they are to be included in the bargaining unit. Disputed cases shall be submitted to the Public Employment Relations Board. The decision of PERB shall be final and shall not be subjected to the grievance procedures contained in this Agreement.
- 2.4 The Association, in turn, recognizes the District Board of Trustees as the duly elected representatives of the people and agrees to negotiate exclusively with the District Board of Trustees or designated representatives through the provisions of the Government Code Section 3540, et. seq.

ARTICLE 3

NO DISCRIMINATION

- 3.1 Discrimination Prohibited: The District shall not unlawfully discriminate against any employee as set forth in Board Policy 3010.
- 3.2 This article is not grievable under the grievance procedure of this Agreement. All discrimination complaints will go through the District's equal employment opportunity complaint procedure Information from the California Department of Fair Employment and Housing and the federal Equal Employment Opportunity Commission about filing claims of discrimination with these entities is available on their websites.

ARTICLE 4

ASSOCIATION RIGHTS AND RESPONSIBILITIES

4.1 Bulletin Boards: The Association shall have the right to use without charge a reasonable part of the non-classroom bulletin board space designated for communication at work sites. Any material to be posted must be dated and must identify the Association as the source of the material.

4.2 College and Mail Communication System: The Association is authorized to place Association written communications in District-designated individual college mailboxes for distribution to bargaining unit employees. Written communications must be dated and must identify the Association as the distributor. The Association agrees to provide to the Director of Human Resources, prior to or at time of mailing, a copy of material for general distribution to Association bargaining unit members. The Association is also authorized reasonable use of any telephone voice mail for oral communications to bargaining unit employees as long as such use does not interfere with college business or the work of other college employees.

The Association is authorized to use the District's email system and space on the District's server to operate an Association website for communications to bargaining unit employees as long as such use does not interfere with the college business purpose of the computer system or the work production of any college employee. Such use is restricted to appropriate Association business. The Association is responsible for any identifiable cost associated with establishing, maintaining and using the District's computer system.

4.3 Documents: Prior to each monthly meeting of the Board of Trustees, the Association president will be provided with a copy of the agenda for the current meeting, a copy of the minutes of the previous meeting, and a copy of the monthly warrants if the warrants are not included in the agenda. Confidential communications will be excluded.

The District agrees to provide to the Association upon written request, one copy of existing college-produced informational documents which can reasonably be expected to have an impact on contract negotiations and on the implementation and administration of the Agreement.

4.4 Contract Distribution: Within forty-five (45) days after ratification by the Board of Trustees, the District shall print or duplicate and provide without charge a copy of this Agreement to every employee in the bargaining unit. Any employee who becomes an employee of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment. Each employee in the bargaining unit shall be provided by the District without charge with a copy of any amendments agreed to by the parties of this Agreement during the life of this Agreement within forty-five (45) days of ratification by the Board of Trustees. Within forty-five (45) days after ratification by the Board of Trustees, the Association will be given without charge twenty (20) copies of the Agreement or Amendments to the Agreement, as appropriate, for use by the Association.

4.5 Facility Use: The District authorizes the Association reasonable use of college facilities for Association business at times that do not conflict with scheduled District activities including the instructional program subject to District approval and in accordance with college procedures. The Association will pay for any costs associated with the use of a facility or

services. The District has a right to determine appropriate use of District property.

- 4.6 Telephone Use: The District authorizes the Association to use District telephones (including facsimile machines) so long as the calls are related to lawful Association business and do not interfere with the college business purpose of the telephone equipment or the work production of any college employee. The District will provide the Faculty Association with an access code for purposes of making long-distance calls and will invoice the Association monthly for associated costs.
- 4.7 Equipment Use: The District authorizes the Association reasonable use of college photocopy and print services as long as the use of such equipment and services does not interfere with student instruction or work production. The Association will reimburse the District for the cost of such services at the same rate as that charged to the District, or within the District, for printing and photocopying services.
- 4.8 Right of Access: The Association shall have the right of access at reasonable times to areas in which bargaining unit employee's work provided such access does not interfere with the educational process or the work of other District employees.
- 4.9 Personnel Roster: By September 15 and February 15 or earlier of each academic semester, the District will provide the Association with a personnel roster giving home address, home telephone number (unless restricted by the bargaining unit employee), the name, job title, and principal department of all employees of the bargaining unit.
- 4.10 Negotiation and Contract Administration
- 4.10.1 Up to five (5) designated representatives of the District and up to five (5) designated representatives of the Association may meet (if requested by either party) on a mutually agreed upon date, place, and time (with the least impact upon instruction and student support services) once or by mutual agreement more than once during fall and once or more during spring semesters for the purpose of reviewing the administration of the Agreement in force and attempting to resolve any other problems that may arise. Either party may submit an agenda for discussion in advance of the meeting(s). If an agreement can be reached to resolve any issue(s), both parties shall sign a side letter. If appropriate, the side letter will become part of this Agreement if the parties so agree.
- 4.10.2 The Association agrees that all Association business shall be conducted at times which will have the least impact on instructional and student services programs. This section is not intended to preclude the Association from conducting Association business during normal school hours.
- 4.10.3 Each fall and spring term, the District shall grant annually 1.0 FTE (full-time equivalent) reassigned time, with pay, to be distributed by the Association for contract-required committee work, grievance, representation, negotiations, arbitration, and Association representation at meetings and conferences related to official union business. The Faculty Association will notify the district, in writing, of the allocation of reassigned time not later than May 20th for the fall semester and not later than September 15th for the spring semester. Reassigned time shall be distributed in such a manner so as to allow for unit pay replacement for all cases.

It is understood that reassigned time allocated to a unit member under this section shall not exceed .40 FTE, except as may be mutually agreed upon by the Association and the District, represented by the Director, Human Resources, in advance, in accordance with the timeline of this section.

- 4.10.4 The Faculty Association may purchase additional leave time pursuant to the provisions of the Education Code. For the first sixty percent (60%) of a full-time load additionally purchased by the Faculty Association, the Faculty Association must pay the District an amount equal to the salary, benefits, and fringe amounts associated with the person receiving such additional leave time (e.g. full time faculty calculated from full time faculty salary schedule), and not the actual replacement costs.

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 5.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibility conferred upon and vested in it by the laws and Constitution of the State of California and of the United States, including, but without limitation to the foregoing:
- 5.1.1 The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.
- 5.1.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control in conformance with the law. Included in, but not limited to, those duties and powers are the right to determine its organization; direct the work of its employees; determine the times and hours and days of operation; determine the kinds and levels of services to be provided and the methods and means of providing them including entering into contracts with private or public vendors for services; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; determine assignment and use of office and facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, reassign, promote, discipline, and terminate employees.
- 5.1.3 The exercise by management of the rights and discretion as described herein shall not be subject to the grievance procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this Agreement.
- 5.1.4 In cases of emergency declared by the Government, Board, or superintendent/president, the District retains the right to temporarily amend, modify, or rescind policies and practices referred to in this Agreement. Such action will be restricted to the period in which the emergency exists as determined by the District. Where an emergency is declared, the District shall notify the Association as soon as possible and shall consult with the Association within five (5) business days of notification.
- For purposes of this article, emergency shall include disasters resulting from 1) earthquakes, storms, flood, fire, or other calamitous events and 2) other severe emergencies which affect the public or college employees.
- 5.1.5 The District shall meet with the bargaining unit and negotiate any changes in wages, hours, and other terms and conditions of employment except in case of an emergency as defined in Section 5.1.4.

In case of an emergency, the District shall meet and negotiate with the bargaining unit any changes in wages, hours, or other terms and conditions of employment which are to be in effect longer than 60 calendar days.

- 5.2 Each employee will keep the District Human Resources office advised of the bargaining unit employee's current home address and telephone number.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 Definitions

- 6.1.1 A “grievance” is defined as a formal written allegation by a grievant that a specific provision of this Agreement has been misinterpreted, misapplied, or violated.
- 6.1.2 A “grievant” is any faculty member adversely affected by an alleged violation of the specific provisions of this Agreement or the Association. Unless the Association is grieving Article 4 of this Agreement, the Association shall name a faculty member or faculty members for each grievance filed.
- 6.1.3 A “day” in this article is a “business day.”
- 6.1.4 The “immediate supervisor” in this article is the lowest-level administrator who has immediate supervision over the grievant and who has been designated by the District to adjust grievances.
- 6.1.5 An “Association representative” is a person designated by the Association to represent a grievant.
- 6.1.6 The “district grievance officer” is the district Superintendent/President or designee.

6.2 General Provisions:

- 6.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant’s immediate supervisor.
- 6.2.2 All documents dealing with the processing of a grievance shall be filed in files separate from the personnel files of the participants. However, this provision shall not prohibit the appropriate filing of documents relating to disciplinary matters unless the removal of such documents is ordered as part of any grievance settlement.
- 6.2.3 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 6.2.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled by the decision at the previous level and that the grievant waives the right to further appeal.
- 6.2.5 Failure of the District to adhere to the time deadlines at any level shall mean that the grievance is automatically moved to the next level.
- 6.2.6 By mutual agreement in writing, the grievant and the District may extend or reduce the time deadlines at any time.
- 6.2.7 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants. In any

event, meetings shall not be scheduled so as to interfere with the grievant and Association representative's teaching schedule unless mutually agreed otherwise by the Association and the District. The Association representative shall be released from teaching duties for meetings or hearings at Level III and/or Level IV which conflict with her/his teaching schedule. If any grievance meeting or hearing must be scheduled during the teaching day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time necessary for the presentation of the grievance or testimony.

- 6.2.8 Either party to the grievance may be represented at any step of the grievance procedure by an individual of the party's choice; however, an agent of a nonexclusive representative group shall not act on behalf of or represent the grievant. The Association representative as defined in this article may present the case for the grievant or respondent or serve as an advisor.
- 6.2.9 The grievant may elect to have the grievance adjusted without the intervention of the Association so long as the adjustment is not inconsistent with the terms of this Agreement and provided that the District shall not agree to a resolution of the grievance at Levels II, and III, until the Association has received a copy of the grievance and the proposed resolution and has been given reasonable opportunity to file a response. If the Association believes it is in the best interest of the Association and/or faculty, it reserves the right to continue the grievance to its end.
- 6.2.10 If the grievance involves action or inaction by an administrator above the grievant's immediate supervisor as defined above, the grievance may be filed in writing at Level II district grievance officer. However, all attempts to resolve the grievance at the informal level shall be made first.
- 6.2.11 Grievances of a similar or like nature may be joined as a single grievance upon the written consent of the Association. The final decision shall be binding upon all parties to the consolidated grievance.
- 6.2.12 The day following a service of a written decision by either of the parties shall be counted as DAY ONE for any deadline.
- 6.2.13 By mutual agreement, at any time prior to advisory arbitration, the grievance may revert to a prior level for reconsideration.
- 6.2.14 Upon consultation with the Association, a grievant may withdraw a grievance at any step of the grievance procedure by serving written notice of the withdrawal to the administrator at the respective level. If the Association believes it is in the best interest of the Association and/or faculty members, it reserves the right to continue the grievance process to its conclusion. The parties agree to encourage the handling of grievances in as informal and confidential manner as possible.
- 6.2.15 A formal grievance shall be made on the appropriate district grievance forms (in the Appendix). The grievance forms will not be changed except by mutual agreement between the District and the Association.
- 6.2.16 The parties agree that any level of this grievance procedure may be waived by mutual agreement of the grievant and the District.

6.2.17 It is the intent of this article to resolve disputes at the lowest level. At any point in the process described in this article, either party may request a personal conference.

6.3 Procedures: Grievances shall be processed in accordance with the following procedures.

6.3.1 Level I Informal Informal —Immediate Supervisor

Before filing a formal written grievance, the grievant shall attempt to resolve the issue by completing the Level I section of the grievance form (in the Appendix) and scheduling and attending an informal conference with her/his immediate supervisor. Three (3) copies of the form shall be completed by the grievant. The grievant shall submit one copy to the immediate supervisor and one copy to the Association and retain the third copy. The supervisor will respond to the request for informal conference by scheduling a meeting within ten (10) days. The supervisor will respond to the grievant's written statement of the concern utilizing the informal conference form within five (5) days after the meeting.

If the grievant is not satisfied with the decision of the supervisor at Level I, she/he may within ten (10) days submit an appeal by completing the Level I appeal section of the grievance form. Upon submission, the grievance will move to Level II.

6.3.2 Level II Formal—District Grievance Officer

6.3.2.1 An appeal of the grievance from Level I shall be submitted to the district grievance officer or designee. The appeal shall include a clear and concise statement of the reason for the appeal. The district grievance officer or designee shall submit to the grievant on the grievance form a decision within ten (10) days of the receipt of the appeal.

6.3.2.2 If the grievant is not satisfied with the decision of the district grievance officer or designee, the grievant may within ten (10) days submit an appeal of the decision on the grievance form and proceed to Level III.

6.3.3 Level III Formal Advisory Arbitration

6.3.3.1 The district grievance officer shall, within ten (10) days after receipt of the written appeal, submit a request for the immediate services of an advisory arbitrator to the California State Mediation and Conciliation Service.

6.3.3.2 The arbitrator will hold an arbitration hearing and issue an advisory decision. The arbitrator shall not have the authority to delete, add to, or otherwise modify the provisions of this agreement. The arbitrator's authority shall be limited to deciding whether the district has violated, misinterpreted, or misapplied the referred to express provision of this Agreement, and such decision shall not imply obligations and conditions to restrict the district in its administration of the terms of this agreement, it being understood that any matter not specifically set forth herein remains within the management rights of the district.

If the grievant is not satisfied at Level III, the grievant may within fifteen

(15) days appeal the decision on the appropriate grievance form to the Board of Trustees for review. The form must be submitted to the district grievance officer.

The grievant may also request a hearing. Said hearing shall be requested at the time the appeal is filed. Said hearing shall be conducted by the member(s) of the Board of Trustees as designated by the Board of Trustees President.

The parties agree that Level IV of this grievance procedure may be waived by mutual agreement of the grievant and the District.

6.3.3.3 Arbitration Costs:

Each party shall bear the costs of preparing and presenting its own case in arbitration. If the arbitrator's decision is in favor of the district, the fees and expenses shall be paid by the Faculty Association. If the arbitrator's decision is in favor of the Faculty Association, the fees and expenses shall be paid by the District. If the arbitrator's decision is not clearly in favor of either party, the fees and expenses shall be shared equally between the Faculty Association and the District.

6.3.4 Level IV—Board of Trustees

6.3.4.1 The Board of Trustees shall review the record and hold a hearing, if requested, and shall communicate its decision in writing to the grievant within forty (40) days. The decision of the Board of Trustees shall be final.

ARTICLE 7

ORGANIZATIONAL SECURITY

- 7.1 Pursuant to the Government Code Section 3 546(a), employees shall be required, as a condition of continued employment, either to join the Faculty Association or to pay the organization a service fee. This provision shall be in effect only as long as the statutory requirement requiring a service fee remains in effect or until such time as a majority of bargaining unit members vote to rescind this agency fee arrangement pursuant to provisions set forth in Government Code Section 3546. The District will deduct from the pay of Association members and pay monthly to the Association the normal and regular monthly Association membership dues and any voluntary contributions to the Association's PAC fund, or the service fee only, as voluntarily authorized in writing by the employee on the appropriate District form, subject to the following conditions:
- 7.1.1 Such deduction shall be made only upon the submission of a District-approved form on a duly executed and revocable authorization by the employee. See form in the appendix. The District and the Association agree that bargaining unit employees who have been paying Association membership dues or the service fee only prior to the ratification of this Agreement do not need to complete new forms to continue the same deductions.
- 7.1.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) business days or more after such submission.
- 7.2 Once an employee has agreed to and has joined the Association, the employee must retain his/her membership for the duration of this Agreement so long as the employee remains a bargaining unit member unless the employee resigns his/her membership in the Association and submits in writing on the approved form during the 15-day period specified in Section 7.6 a request to have only the service fee deducted.
- 7.3 Effective fifteen (15) business days following the first (1st) day of service of an employee newly employed or transferred into a bargaining unit position, the District will process a deduction in an amount equal to Association dues from the salary warrant of the bargaining unit employee, if said unit employee does not request within this fifteen (15) business day period that such deduction shall be for the service fee only. A request in writing must be received in the District Human Resources office no later than 4:00 p.m. on the fifteenth (15th) business day following the first (1st) day of service.
- 7.3.1 Once an employee has agreed to and has joined the Association, the employee must retain his/her membership for the duration of this Agreement so long as the employee remains a bargaining unit member unless the employee resigns his/her membership in the Association and submits in writing on the approved form during the 15-day period specified in Section 7.7 a request to have only the service fee deducted. See appendix for appropriate form.
- 7.4 The deductions for Association dues and service fees shall be in accordance with the Association dues and service fee schedule. It is the responsibility of the Association to provide said schedule to the District. Any proceedings shall be governed by applicable State laws and are specifically excluded from Article 6, Grievance Procedure, of this Agreement.

- 7.5 An employee shall not be required to join the Association or to pay a service fee if the employee is a verified member of a generally recognized established religious denomination which holds as one of its written tenets that individuals by reason of religious beliefs are not permitted to belong to or make payment to any employee organizations or unions; but this exemption shall not be granted unless and until such employee has verified these specific circumstances.
- 7.6 Employees may revoke their membership after the effective date of this provision only during the fifteen (15) business day period immediately preceding expiration of this Agreement.
- 7.7 The Association agrees to save and hold harmless the District from all claims, demands, suits, or any other action arising as a result of the enforcement of this article of the Agreement and agrees to assume the defense upon request of the District in connection with any legal proceedings under this article.

ARTICLE 8

SEVERABILITY

- 8.1 Savings Clause: If there exists any applicable court determination, law, rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

- 8.2 Replacement for Severed Provision: In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) calendar days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 9

SAFETY

- 9.1 District Compliance: Faculty shall not be required to work in unsafe conditions or to perform tasks that endanger their health and safety if the District has knowledge of a hazardous condition or situation. The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state, Federal, or applicable local regulations adopted under state, Federal, or applicable local law.
- 9.1.1 The District shall, within five (5) business days, provide to the Association a copy of any correspondence between the District and a governmental safety regulatory agency, such as CAL-OSHA, with regard to unsafe working conditions.
- 9.1.2 The Association shall appoint one member to the District Safety Committee.
- 9.1.3 Safety Training: The District shall provide safety training during the regular contract year appropriate to the discipline within which the employee works. Employees shall attend required safety training. If the employee is unable to attend the training the employee will meet with his/her dean to make alternative arrangements to receive the training.
- 9.2 Employee Conduct:
- 9.2.1 Employees shall comply with all state, and federal laws, and district rules and procedures regarding safe practices. All District rules and procedures will be disseminated to employees as appropriate.
- 9.2.2 When an employee perceives a condition or circumstance which may prove to be a safety hazard to himself/herself, a co-worker, student, or member of the public, it is the employee's responsibility to report the situation or condition.
- 9.3 Safety Complaint: Upon notification, the District Safety Coordinator or his/her designee shall investigate any complaint of unsafe or hazardous working condition and, if it is determined that it is unsafe or hazardous, shall work to eliminate or correct the unsafe or hazardous condition as soon as possible.
- 9.3.1 The District Safety Coordinator or his/her designee shall notify the employee in writing how the hazardous condition will be eliminated or corrected if the employee has completed the "Safety Hazard Suggestion Report Form" and has identified himself/herself (in the Appendix).
- 9.3.2 No employee shall be discriminated against as a result of reporting any condition believed to be a violation of Section 9.1.
- 9.4 Drug and Alcohol Testing Pursuant to the United States Department of Transportation Regulations Per Board Policy 3040 Adopted 2/20/96
- 9.4.1 This section shall only apply to employees in positions identified by Board Policy 3040 and Administrative Procedure 3040.01.

- 9.4.2 Prohibited conduct may result in disciplinary action up to and including termination.
- 9.4.3 Any drug/alcohol treatment and/or rehabilitation cost shall be borne by the employee if such cost is not covered by the District medical insurance plan as provided by Article 11, Health and Welfare, Section 11.2.
- 9.4.4 Any leave approved by the District for alcohol/drug treatment and/or rehabilitation during the employee's contract year shall be in accordance with Article 10, Leaves of Absence, and shall be taken from the employee's sick leave if sick leave is available.

ARTICLE 10

LEAVES OF ABSENCE

10.1 General Provisions

10.1.1 The leave benefits which are expressly provided by this article are the sole leave benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated with this Agreement, nor are such other benefits subject to the grievance procedure of Article 6.

The following leaves are available to employees, subject to the conditions as set forth in this article.

1. Personal Illness and Injury Leave
2. Personal Necessity Leave
3. Judicial Leave
4. Bereavement Leave
5. Maternity/Pregnancy Disability Leave
6. Military Leave
7. Industrial Accident/Injury Leave
8. Quarantine Leave
9. Extended Illness/Injury Leave
10. Reduced Workload (Willie Brown Act)
11. Reduced Workload (other)
12. Leave of Absence Without Pay
13. Family and Medical Care Leave

10.1.2 All paid leaves granted pursuant to the provisions of this article shall be credited as service for step advancement on the salary schedule and to the extent permitted by law shall be credited towards retirement in the same proportion as salary received.

10.1.3 Upon return from a leave granted pursuant to this article, an employee shall be assigned to a position substantially similar in duties to that which was held at the time that the request for leave was granted and for which the employee is credentialed and qualified. An employee returning from leave may make other arrangements with the District prior to the leave or prior to returning from the leave. An employee shall be entitled to return to the same campus except if otherwise required by business or academic necessity.

10.1.4 All leaves of absence for whatever reason shall be requested and/or reported on District designated forms within ten calendar days after the return from the absence. The absence request forms are in the appendix of this Agreement.

10.1.5 An employee shall make written application for paid leave as soon as possible in accordance with procedures specific to the type of leave. If paid leave is denied, the employee will be provided with a written statement which explains the reason for the denial. Denial shall not be grievable.

10.1.6 An employee shall suffer no loss of seniority while on paid leave.

- 10.1.7 The District may require an applicant for paid leave to submit evidence that substantiates the request. Examples of such evidence may include a physician's or psychologist's statement, a statement from a practitioner or a recognized church or denomination, a copy of a subpoena directed to the applicant, or a notice of jury service, etc.
- 10.1.8 When an employee requests District funds and approval for travel and the District is unable to pay for the travel but nevertheless allows the employee to complete the travel, a statement to that effect shall be written on the request and provided to the employee. The District will return the request as soon as possible so that the faculty member will know his/her status prior to the trip. Alternatively, the travel form may include a "check-off box" when, if checked, the employee will know that the travel is approved but not at District expense.

10.2 Personal Illness and Injury Leave

- 10.2.1 Amount of Leave: Full-time regular and contract employees shall be entitled to ten (10) days leave with full pay for each academic year of service for purposes of personal illness or injury. Regular and faculty contract employees who work less than full time shall be entitled to that ratio of the ten (10) days leave as their academic assignment bears to a full-time assignment. This annual entitlement shall be based on a 175-day annual assignment.

Employees who work more than 175 days shall receive additional sick leave as that assignment bears to a full-time, 175-day assignment. Employees will earn sick leave for summer assignments at the rate of one hour per 17-½ hours worked.

- 10.2.2 Accumulation of Leave: If an employee does not utilize the full amount of leave as authorized in Section 10.2.1, the amount not utilized shall be accumulated from year to year.
- 10.2.3 Verification of Illness or Injury: Upon request by District management, employees shall be required to present a certificate signed by a physician (the appendix of this Agreement). If the District requires an employee to go to a District-designated doctor, the District will pay for any unreimbursed medical expenses incurred by the employee in obtaining the certificate.
- 10.2.4 Notification of Absence: Employees shall notify the District of an absence as soon as practicable prior to the start of the employee's assignment.
- 10.2.4.2 The appropriate administrator forwards the "Regular Personnel Absence Report Form" to the employee who was absent (the appendix of this Agreement).
- 10.2.4.3 The employee is to complete the absence report form and forward it to the department chair and appropriate administrator for signatures within ten (10) calendar days after returning to work.
- 10.2.5 Notification of Return: Prior to the end of the college business day, an employee shall notify the administrator or designee of the employee's intent to return or not to return to work the following day and will indicate the day of expected return.

- 10.2.6 Salary Adjustment Upon Termination: If an employee terminates District employment having used more sick leave than has been accrued, an adjustment will be made on the final warrant.
- 10.2.7 Sick Leave Upon Retirement: The employee may convert unused sick leave to retirement credit in accordance with California Government Code Section 20862.5 or California Education Code Section 22719 or its successor if the employee is filing a request for retirement.
- 10.2.8 Transfer of Accrued Sick Leave: Accrued sick leave will be transferred if an employee terminates employment with the District and is employed by another California public school district or other public educational agency, but only in accordance with the specific conditions of applicable sections of the California Education Code and the conditions specified by the new employing agency. It is the employee's responsibility to initiate the transfer request through the new employing agency. Accrued sick leave earned by a newly hired employee in another California public school district or other public educational agency will be transferred to Allan Hancock College and credited to the newly hired employee, but only in accordance with the specific conditions of applicable sections of the California Education Code. It is the employee's responsibility to initiate the transfer request through Allan Hancock College Human Resources.
- 10.2.9 Annual Sick Leave Statement: The District shall provide a written statement of the faculty member's accrued sick leave once a year on or prior to September 1. By the end of school year 2004-2005, the District will develop a procedure to report accumulated leave, both in hours and days, to employees on a yearly basis. The statement of accrued sick leave shall include both days of leave earned from regular assignments as well as equivalent days and fractional days earned from all prior sick leave hours accrued from summer assignments. The two amounts shall be reported as separate totals on the written statement.
- 10.2.10 Maternity/Pregnancy Disability: Employees are entitled to use sick leave as set forth in Sections 10.2.1 for pregnancy, miscarriage, childbirth, and the recovery therefrom on the same terms and conditions governing leaves of absence for other illness. A medical release may be required prior to the employee's return to work.
- 10.2.11 Sick Leave Deduction Process: Employees shall have daily sick leave deducted in proportion to the fraction of the daily load which he/she missed.
- 10.3 Personal Necessity Leave
- 10.3.1 Leave which is credited under Section 10.2.1 (sick leave) of this article may be used at the employee's election for the purposes of personal necessity provided that use of such personal necessity leave does not exceed six (6) days in any fiscal year. Such leave must be approved by the academic dean and appropriate vice president. The employee shall complete and submit the "Regular Personnel Absence Report Form" following the procedures in Sections 10.2 and 10.3 of this article in advance of the beginning of the leave for approval. When an emergency or extenuating circumstance make such advance notice impracticable, the employee must still report the leave in accordance with Sections 10.2.4 and 10.2.5 of this article and complete the absence report form immediately upon returning to work. Upon return from an approved personal necessity leave of absence, the employee may be required to provide such proof of eligibility for the personal necessity leave.

10.3.2 For the purpose of qualifying for paid personal necessity leave, there shall be a compelling reason requiring the employee's absence from duty, which cannot be attended to outside of the employee's duty hours and which shall be limited to one of the following reasons:

10.3.2.1 The death of a member of the employee's immediate family as defined in Section 10.5.2 of this article when additional leave is required beyond that provided by bereavement leave in Section 10.5 of this article. (See also Section 10.5.1.)

10.3.2.2 An accident or emergency illness involving the employee's personal property or the person or property of the employee's immediate family. Immediate family is as defined in Section 10.5.2 of this article.

10.3.2.3 Required appearance brought about as a result of a legal notice to appear as a witness before government or judicial agency or court of law or appearance as a litigant in a legal action. If a witness fee is payable, such fee shall be demanded and collected by the employee and remitted to the District up to the employee's prorated pay for such absence.

10.3.2.4 Absence for parent on the occasion of childbirth and absence for mother and/or father to meet legal compliance for adoption or caring for an infant or child who has been placed in the employee's home for the purpose of adoption.

10.3.2.5 An extraordinary special occasion that cannot be scheduled outside of work time (except for, but not limited to, political activities or demonstrations, vacation, recreation, faculty association activities, job searches or investigations, or any form of concerted activities) that is substantiated by the employee and approved by the dean and appropriate vice president. No more than three days can be used for this purpose in any single fiscal year. On one of these days, the employee need not request approval for use of the day provided the day meets the criteria set forth above and the employee provides reasonable advance notice of such use.

10.4 Judicial Leave

10.4.1 The employee shall be provided leave for regularly called jury duty and, when subpoenaed, to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the employee.

10.4.2 The employee, while serving on jury duty, will receive pay in the amount of the difference between the employee's regular earnings and any amount received for jury duty service, exclusive of any mileage reimbursement. However, the employee shall receive full compensation if the employee remits to the District the fee received exclusive of the mileage reimbursement.

10.4.3 Paid judicial leave shall not be provided for employees who serve as paid expert witnesses.

10.4.4 An employee of the bargaining unit shall notify the appropriate supervisor in writing as soon as possible after receiving notice of jury duty or subpoena. Upon return from judicial leave, the employee must complete the District's absence report form and attach to the form verification of judicial leave.

10.5 Bereavement Leave

10.5.1 In the event of a death of any member of the immediate family, the employee shall be entitled to three (3) days leave of absence for each death or five (5) days leave of absence if the employee must travel more than 300 miles without loss of salary or deduction from sick leave.

In the event of a death of any present or past District employee where the funeral or memorial service is held locally during work hours, the employee may take 1.5 hours of bereavement absence without loss of salary or deduction from sick leave.

10.5.2 For the purposes of this provision, the immediate family shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or the domestic partner of the employee and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

10.5.3 If additional leave is needed, the employee can use personal necessity leave in accordance to the provisions of Section 10.3 of the article.

10.5.4 Employees of the bargaining unit shall be required to complete an absence verification form provided by the District upon return from bereavement leave and may be required to provide proof of eligibility such as newspaper obituary notice or death certificate for bereavement leave benefits.

10.6 Military Leave

10.6.1 The employee will be granted leave for military duty in accordance with applicable state and federal laws.

10.6.2 The leave must be verified by a copy of the military orders requiring the military duty. Verification must be attached to the District's absence report form as far as possible in advance of actual leave.

10.7 Leave of Absence Without Pay

10.7.1 Upon recommendation of the superintendent/president and approval of the Board of Trustees, leave without compensation, salary increment, tenure, and sabbatical leave credit may be granted to regular and contract employees for a period of up to one year provided appropriate arrangements for replacement can be made. With approval of the District, such leave may be extended one year. See Article 13 – Professional Development (13.1.2) – for effect of leave of absence without pay on sabbatical leave eligibility.

10.7.2 An employee shall make written application for such leave to the designated administrator as far in advance as possible. Such request shall be in accordance with District procedures. (In case of medical leave, a physician's statement may be required justifying the request and supporting the leave duration.) The application for

leave shall state the reason or reasons necessitating the employee's absence and the requested duration of the absence as well as intention to return to service at the end of absence. If the leave is granted, the employee will be notified in a timely manner.

An employee on such leaves shall notify the District personnel office by the third week of the final semester of the leave as to intent to return to employment in the District. Failure to return from unpaid leave will constitute an automatic resignation on the part of the employee.

10.7.3 The District may require the employee to submit evidence to justify the request for leave.

10.8 Reduced Workload

10.8.1 Regular faculty may take a partial unpaid leave of absence by accepting less than a full-time assignment. In such leaves, regular faculty shall continue to fulfill the appropriate prorated share of full-time duties.

The request for a "reduced workload" assignment must be initiated in writing by the employee. The written request must be submitted to the appropriate cabinet level administrator no later than February 1 of the preceding year. This date may be extended if the superintendent/president determines that the academic scheduling process is not adversely affected. The workload request shall include:

10.8.1.1 The reason for the requested workload reduction.

10.8.1.2 The percentage (FTE) of reduction requested.

10.8.1.3 The length of time for which reduced status is to be considered (leaves are considered on a year-to-year basis).

10.8.1.4 Statement if the request is to be considered under the provisions of Education Code Section 87483 (such requests are subject to Section 10.9 of this article).

10.8.2 Upon receipt of a written request, the cabinet level administrator may meet with the employee's appropriate supervisor or department chair to assess the impact of the request upon the District. The request and an administrative recommendation shall be forwarded to the superintendent/president. The superintendent/president will assess the request's impact upon the entire District. The superintendent/president is not obligated to recommend the request if it is not in the interest of the District. The superintendent/president will submit the application and a recommendation to the Board of Trustees for action. Compensation for approved requests will be prorated for salary and benefits except for those approved by STRS for participation under Education Code Section 87483 (see Section 10.9).

10.8.3 All requests under this section that are approved by the Board of Trustees will receive prorated (FTE) salary, employee benefits and STRS contributions, and credits that are consistent with the part-time (FTE) assignment.

10.9 Reduced Workload under E.C. 87483 (Willie Brown Act)

10.9.1 An employee requesting a reduced workload under the provision of California Education Code Section 87483 must meet the following criteria:

10.9.1.1 The employee must have reached the age of 55 prior to reduction in workload.

10.9.1.2 The employee must have been employed full time in an academic position or a position requiring certification or both for at least ten years of which the immediate preceding five years were full-time employment.

10.9.1.3 Sabbatical or other approved leaves do not count as a break in service but shall not be used in computing the five years full-service requirement.

10.9.1.4 The minimum part-time employment shall be the equivalent of one-half of the number of days service or 50 percent of workload required by the employee's contract of employment during her/his final year of service in a full-time position.

10.9.2 For employees granted a reduced workload contract under Education Code Section 87483:

10.9.2.1 The employee must comply with request conditions in 10.9.1 above.

10.9.2.2 The employee and the District shall continue to make retirement contributions as if the employee were earning the salary prior to going on reduced workload. The District will make any additional retirement contributions as specified by STRS regulations.

10.9.2.3 The employee shall be paid a salary which is the prorated share of the salary she/he would be earning had she/he not been approved for reduced workload employment.

10.9.2.4 The employee shall receive health benefits in the same manner as a full-time employee. Health benefits for the purpose of this Agreement are defined as medical and dental as provided by Article 11.

10.9.2.5 The period of reduced workload which can qualify for full-time retirement benefits shall not exceed ten years and shall not extend beyond the end of the school year during which the employee reaches her/his 70th birthday.

10.9.2.6 Other District employee benefits not included in 10.9.2.4 may be purchased by the employee through a payroll deduction system.

10.9.2.7 Conditions of this section will be implemented only upon approval by both the Board of Trustees and the State Teachers' Retirement System.

10.10 Extended Illness and Injury Leave

10.10.1 If a bargaining unit member has exhausted their accumulated sick leave and that sick leave totals less than five months, additional nonaccumulated extended illness leave shall be available up to a maximum of five months when counting both the accumulated and nonaccumulated leave. The amount deducted for extended leave

purposes from the employee's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave or if no substitute is employed, the amount which would have been paid to a substitute.

10.11 Industrial Accident/Illness Leave

- 10.11.1 Employees will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal illness or injury which has qualified for Workers' Compensation under the provisions of the State Workers' Compensation Insurance Program.
- 10.11.2 Employees shall notify an administrator of any accident or illness arising out of employment with the District as soon as possible but normally within twenty-four (24) hours.
- 10.11.3 Pursuant to the statutory provisions of the State Workers' Compensation System, the District has a right to have employees examined by a physician or psychologist designated by the District at the District's expense to assist in determining the length of time the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 10.11.4 Allowable leave shall be for not less than sixty (60) days during which the college is required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.
- 10.11.5 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 10.11.6 Allowable leave shall not accumulate from year to year.
- 10.11.7 Industrial accident or illness leave shall commence on the first day of absence.
- 10.11.8 When an employee is absent from her/his duties on account of an industrial accident or illness, she/he shall be paid the portion of the salary due him/her for any month in which the absence occurs as when added to her/his temporary disability indemnity will result in a payment to him/her of not more than her/his full salary.
- 10.11.9 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability award.
- 10.11.10 When entitlement to industrial accident or illness leave under this section has been exhausted, accumulated sick leave or other applicable paid leave will be used in full-day increments for each day of industrial accident or illness absence.

If, however, the employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of exhaustion of benefits under this section, the employee shall be entitled to use only so much of the person's accumulated or available sick leave, which when added to the workers' compensation award, provides a regular day's pay at the employee's regular rate of pay.

10.11.11 Employees shall upon demand of the District endorse to the District workers' compensation checks issued in the name of the employee for any day(s) for which the employee received compensation from the District.

10.12 Quarantine

10.12.1 An employee shall receive a paid leave of absence during the period of the employee's quarantine by a duly constituted governmental authority.

10.12.2 Deduction from Leave: An employee, who misses any scheduled duties due to quarantine, shall have leave deducted from her/his accumulated sick leave.

10.13 Family and Medical Care Leave

Pursuant to State and Federal law the District will provide family and medical care leave for eligible employees as required by State & Federal law. The following provisions set forth employee's rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA) (Government Code Section 12945.2). Unless otherwise provided by this article, "Leave" under Section 10.13 through 10.13.9 of this article shall mean leave pursuant to the FMLA and CFRA.

10.13.1 Members Eligible for Leave: An employee is eligible for leave if the employee:

- A. has been employed for at least 12 months; and
- B. has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

10.13.2 Reasons for Leave:

- A. Leave is permitted for only the following reasons:
 - 1. The birth of a child or to care for a newborn of the employee.
 - 2. The placement of a child with the employee in connection with the adoption or foster care of a child.
 - 3. Leave to care for a child, parent, or spouse who has a serious health condition.
 - 4. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- B. A "serious health condition" includes an illness, injury impairment, or physical or mental condition that involves:
 - 1. Any period of incapacity or treatment in connection with a hospital, hospice, or residential medical care facility.

2. Any period of incapacity requiring absence from work of more than three (3) calendar days that also involves continuing treatment by, or under the supervision of, a health care provider.
 3. Continuing treatment of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days or for prenatal care.
- C. "Continuing treatments" include:
1. Two or more visits to a health care provider;
 2. Two or more treatments by a health care practitioner, e.g. physical therapist, on referral from, or under the direction of, health care provider; or
 3. A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g., medication therapy).
- D. "Health Care Provider" means
1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
 2. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition.
 3. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
 4. Nurse practitioners and nurse-midwives who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law; and
 5. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
- E. "Child" - means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster, or step-child.
- F. "Parent" - means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- G. "Spouse" - means a husband or wife as defined or recognized under California

State law for purposes of marriage.

10.13.3 Amount of Leave: Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.

- A. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions during the 12-week period.
- B. If leave is requested to care for a child, parent, spouse, or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this article must be complied with.
- C. In any case in which the parents are both employed by the Allan Hancock Joint Community College District and are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled will be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child. This limitation does not apply to any other type of leave under this policy.
- D. "12-month period" means the 12-month period measured forward from the date an employee's first leave begins.

10.13.4 Employee Benefits While on Leave

- A. Leave under this article is unpaid. While on leave, an employee will continue to be covered by the District's group health insurances which will include medical, dental, and income protection insurances in the same extent that coverage is provided while the employee is on the job. However, an employee will not continue to be covered under the District's non-health benefit plans which include TSA, life insurance, and other non-health benefit plans unless an employee makes the appropriate contributions for continued coverage. An employee may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
- B. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of serious health condition which would entitle the employee to leave. The District shall have the right to recover premiums through deduction from any sums due to the employee from the District (such as unpaid wages, vacation pay, etc.).

10.13.5 Use of Other Accrued Leaves While on Leave

- A. If an employee requests leave for any reason permitted under Section 10.13.2 he/she must exhaust all accrued leaves, except sick leave, in connection with

the leave. The exhaustion of accrued leave will run concurrently with the leave.

- B. If an employee requests leave for his/her own serious health condition, in addition to exhausting accrued leave, the employee must also exhaust accrued sick leave. The exhaustion of accrued leave will run concurrently with the leave.

10.13.6 Medical Certification

- A. The District will require an employee who requests leave to provide written certification on a form approved by the District from the health care provider of the individual requiring care. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential function of his/her position. An employee need not, but may at the employee's option, identify the serious health condition involved. If the employee fails to disclose the condition, this would give the District reason to doubt the validity of the certification.
- B. If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee. The opinion of the third provider will be binding.
- C. If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

10.13.7 Employee Notice of Leave: Although the District recognizes that emergencies arise which may require an employee to request immediate leave, an employee is required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 calendar days notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g., for birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice must be in writing. If the District determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the District may delay the granting of the leave until it can, at its discretion adequately cover the position with a substitute.

10.13.8 Reinstatement Upon Return From Leave

- A. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced or to an equivalent or comparable position.
- B. As a condition of restoration of an employee whose leave was due to the employee's own serious health condition, which made the member unable to perform his/her job, the employee shall obtain and present a fitness-for-duty

certification on a form approved by the District from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of restoration.

10.13.9 Request for Leave: Employees must fill out the following applicable forms in connection with leave under this article. These forms enable the District to satisfy its recordkeeping obligations. (The appendix of this Agreement.)

- A. "Request for Family or Medical Leave" to establish eligibility.
- B. Medical Certification - either for the employee's own serious health condition, or the serious health condition of a child, parent, or spouse.
- C. "Fitness For Duty To Return From Leave Certification" form.

10.14 Catastrophic Leave Donation Program

10.14.1 In accordance with Ed Code 87045, an employee may donate earned sick leave in one day increments to the catastrophic leave program and may donate up to five earned sick days per fiscal year.

10.14.2 Process for Participation

10.14.2.1 In accordance with Ed Code 87045 the employee must submit a request to participate in the catastrophic leave program to the director of human resources. The director of human resources may require the employee to provide verification to support the catastrophic leave request.

10.14.2.2 Eligibility: An employee may receive catastrophic leave donations for his/her own catastrophic event or for the catastrophic event of the employee's spouse, domestic partner, parent, child(ren).

10.14.2.3 The director of human resources will determine whether the employee meets the requirements for catastrophic leave.

10.14.2.4 An employee may use up to thirty (30) work days of catastrophic leave donations per incident.

10.14.3 Process for Donation

10.14.3.1 All catastrophic leave donations are irrevocable.

10.14.3.2 Employees making catastrophic leave donations must maintain a balance of at least five (5) sick days of earned sick leave after donation.

10.14.3.3 Excess catastrophic leave donations shall be maintained in the catastrophic leave bank for future use.

10.14.3.4 The director of human resources will notify The Faculty Association President when Faculty Association employee catastrophic leave requests are received. The Faculty Association will notify all eligible staff of the request for catastrophic leave donations.

10.15 Workload Exchange Leave

- 10.15.1 As set forth in this section, a full time faculty member may arrange to be absent from a class or classes where the class or classes are covered by another faculty member on an exchange basis.
- 10.15.2 A workload exchange may be allowed for either: conference attendance related to the performance of the initiating faculty member's instructional or service assignment; or personal business. In addition, a workload exchange may be allowed for an emergency or unforeseen situation that would result in the cancellation of a class (except for other leaves as provided for by this section).
- 10.15.3 The limitations set forth in this section shall not apply to the faculty member who provides the exchange.
- 10.15.4 All exchanges are made on an hour-for-hour basis and must be completed within the same academic year. An exchange that is not completed within the academic year shall not carry over to the subsequent academic year.
- 10.15.5 A faculty member may initiate up to two exchanges per academic year and may provide up to two exchanges per year. The total number of days per employee is limited to four full or partial days per academic year.
- 10.15.6 A workload exchange does not affect the compensation of any of the participating faculty members.
- 10.15.7 Each instructional Dean (or Director where there is no Dean) will approve all requests for faculty who have agreed to be involved in providing coverage for classes within the department or division on an exchange basis.
- 10.15.8 The faculty members who participate in a workload exchange must possess the minimum qualifications for the subject area or subject areas that are exchanged. Administrative approval can be granted for faculty who do not possess the minimum qualifications if the exchange is strictly limited to proctoring an examination.
- 10.15.9 Approval shall be granted by the appropriate Dean or Director in consultation with the Department Chair (or faculty where there is no Chair).
- 10.15.10 A workload exchange shall be initiated by the faculty member who desires to utilize the provisions of this section. The request for an exchange shall be submitted to the appropriate Dean or Director in writing, on the designated request for workload exchange form (in the appendix), at least two weeks in advance, except in the case of an emergency or unforeseen situation.
- The request must be signed by the requesting faculty member and by the faculty member who has agreed to provide the exchange coverage and must be approved by the Dean or Director.
- 10.15.11 When a proposed exchange involves more than two faculty members, the approval of the Dean or Director will be required for the exchange.

ARTICLE 11

HEALTH AND WELFARE

11.1 General Provisions

- 11.1.1 The district reserves the right to select a carrier to provide claims, administration, and services described in this article. The district shall consult with the Association when considering any changes in carrier and/or individual plans prior to implementation. The Association will appoint three (3) representatives to the Allan Hancock College Benefits Advisory Committee. Decisions of this committee are not considered binding on the Association.
- 11.1.2 The district in consultation with the Association shall determine the basis for establishing equivalency in considering individual carrier plans.
- 11.1.3 The health and welfare benefits which are expressly provided by this article are the sole health and welfare benefits which are part of this agreement and made available to employees.
- 11.1.4 Employees, serving less than full time, shall have their district contribution prorated at the same ratio that their yearly employment bears to full-time yearly employment. Employees, serving less than full time, desiring coverage shall be required to complete a payroll deduction form for the difference between the district contribution and the total premium cost.
- 11.1.5 The district agrees to make available medical and dental insurance (as defined in Section 11.2) for each eligible employee, spouse, domestic partner, and dependent children, as well as life and income protection insurance for the employee only. Employees may secure more life insurance than the district contribution covers, subject to insurance company approval, by authorizing a salary deduction to cover the added premium cost. See Section 11.2.1.4 for costs of additional medical insurance coverage.
- 11.1.6 Employees on an approved unpaid leave of absence of more than one pay period may continue to participate in the district health/medical and dental programs subject to the carrier's rules and regulations by remitting in advance the total remaining cost of such programs for the period of the unpaid leave.

11.2 Insurance Programs

11.2.1 Health/Medical Insurance

- 11.2.1.1 For each eligible employee and each bona fide dependent, the district will make a monthly contribution for medical insurance (drugs and mental/nervous included) through SISC or another carrier selected by the district, effective October 1, 2004.
- 11.2.1.2 Employees working partial assignments shall receive a prorated district contribution based on the percentage of their assignment as provided in Section 11.1.4.

- 11.2.1.3 Health/medical insurance coverage for the employee is mandatory except that a employee who submits proof of duplicate coverage at a level equivalent to the district plan may be excused from the plan.
- 11.2.1.4 The district is not obligated to pay any increase in premium cost after September 30, 2004. Any increase in cost shall be borne by the employee through automatic payroll deduction. Any such deduction shall be the difference between the new premium and the district contribution listed below. Prior to implementing payroll deductions, the district will meet with employee groups to consider possible alternatives, such as a different carrier, revisions to coverage, or changes in deductibles. Effective October 1, 2004, the district will pay \$323.38 per month for single coverage, \$640.73 per month for two-party coverage, and \$907.23 per month for family coverage.

Additional plans will be made available to Faculty Association bargaining unit members. The difference in cost between the dollar amounts set forth above and the more expensive plans will be paid for by the individual bargaining unit member through payroll deduction, effective October 1, 2004, if the bargaining member chooses one of the more expensive plans.

The district agrees to provide domestic partner insurance coverage under the following conditions: (1) domestic partner insurance is available through the selected carrier and is allowed under the guidelines set by the district; (2) employees who request such insurance provide acceptable proof to the district of a long-term relationship by signing an affidavit required by the district and submitting a copy of a "Declaration of Domestic Partnership" which has been filed with the California Secretary of State; (3) an employee who is accepted for domestic partner insurance pays the same as an employee with a spouse, or an employee with a family, depending on the plan chosen.

11.2.2 Dental Insurance

- 11.2.2.1 For each eligible employee and bona fide dependent, the district will provide a monthly contribution for dental insurance through the district self-insurance dental plan.
- 11.2.2.2 Employees working partial assignments shall receive a prorated district contribution based on the percentage of their assignment as provided in Section 11.1.4.
- 11.2.2.3 Dental coverage for the employee is mandatory.
- 11.2.2.4 The district is not obligated to pay any increase in premium cost after June 30, 2004. Any increase in cost shall be borne by the employee through automatic payroll deduction. Any such deduction shall be the premium increase, if any, since July 1, 2003. Prior to implementing payroll deductions, the district will meet with employee groups to consider possible alternatives, such as a different carrier, revisions to coverage, or changes in deductibles. Effective October 1, 2004, the district will pay

\$44.88 per month for single coverage; \$92.20 per month for two-party coverage, and \$132.40 per month for family coverage.

11.2.3 Life Insurance

(If the district no longer provides this insurance for other employee groups, the Faculty Association agrees that this language will no longer apply.)

11.2.3.1 The district shall provide each eligible employee a paid life insurance with a maximum benefit upon death of \$6,000 including accidental death and dismemberment and a paid decreasing term life insurance with accidental death and dismemberment.

11.2.3.2 Employees working partial assignments shall receive a prorated district contribution based on the percentage of their assignment as provided in Section 11.1.4.

11.2.3.3 Life insurance coverage for the employee is mandatory.

11.2.3.4 The district is not obligated to pay any increase in premium cost after the term of this Agreement. Any increase in cost shall be borne by the employee through automatic payroll deduction unless modified by a successor Agreement. Any such deduction shall be the premium increase, if any, since July 1, 2003. Prior to implementing payroll deductions, the district will meet with employee groups to consider possible alternatives, such as a different carrier or revisions to coverage.

11.2.4 Income Protection Insurance

(If the district no longer provides this insurance for other employee groups, the Faculty Association agrees that this language will no longer apply.)

11.2.4.1 The district shall provide each eligible employee of the district with an income protection plan.

11.2.4.2 Income protection insurance coverage for the employee is mandatory.

11.2.4.3 The district is not obligated to pay any increase in premium cost after the term of this Agreement. Any increase in cost shall be borne by the employee through automatic payroll deduction unless modified by a successor agreement. Any such deduction shall be the premium increase, if any, since July 1, 2003. Prior to implementing payroll deductions, the district will meet with employee groups to consider possible alternatives, such as a different carrier or revisions to coverage.

11.3 Medical Insurance For Retirees

- 11.3.1 For employees hired on or after July 1, 1993, but prior to July 1, 1997, the district will maintain coverage at the same dollar level as for active bargaining unit members for a retiree under the medical insurance plan upon STRS retirement as evidenced by the receipt of monthly retirement payments from the State Teachers' Retirement System provided the unit member is at least 55 years of age but less than 65 and has been a regular employee of the district for twenty or more consecutive years of service. Upon reaching age 65, the employee shall no longer be eligible for district-paid medical benefits. The retiree's spouse shall not be eligible for this benefit through district-paid premium. However, the retiree may purchase spousal coverage.
- 11.3.2 Employees hired before July 1, 1993, shall be eligible for medical insurance coverage as provided for in Allan Hancock College Board Policy 3405. Board Policy 3405 is incorporated into and made a part of this Agreement (see Appendix F for Board Policy 3405).
- 11.3.3 For employees hired on or after July 1, 1997, the district will maintain coverage at the same dollar level as for active employees for a retiree under the medical insurance plan upon STRS retirement as evidenced by the receipt of monthly retirement payments from the State Teachers' Retirement System provided the employee is at least 58 years of age but less than 67 or federal Medicare eligibility, whichever comes first, and has been a regular employee of the district for twenty or more consecutive years of service. Upon reaching age 67 or federal Medicare eligibility, whichever comes first, the employee shall no longer be eligible for district-paid medical benefits. The retiree's spouse will not be eligible for this benefit through district-paid premium. However, the retiree may purchase spousal coverage.

11.4 Parking Fee

Effective the beginning of fall semester 2002, the parking fee for a one-year period for employees shall be a flat rate of \$10 to be paid by an employee. The parking permit shall be portable and may be used with multiple vehicles. Each employee will be issued one permit only. Employees will be responsible for contacting campus security when their vehicle information, address, or phone number changes or if the permit is lost or stolen.

ARTICLE 12

PERSONNEL RECORDS

- 12.1 The official personnel file for each employee shall be maintained in the District's Human Resources office.
- 12.2 Materials in an employee's personnel file, except as noted below, shall be made available for inspection by the employee involved after reasonable notification to the office designated for maintaining the official file. Material which may be excluded from inspection shall be limited to ratings, reports, or records which
- 12.2.1 Were obtained prior to the employment of the employee involved.
- 12.2.2 Were prepared by identifiable examination committee members.
- 12.2.3 Were obtained in connection with a promotional examination and any other materials excluded by federal or state law.
- Employees may receive without charge one copy of any document in the official personnel file which has not been supplied previously to the employee.
- 12.3 Employees shall be provided with copies of any derogatory written material eight (8) business days before it is placed in the employee's official personnel file. The employee shall be asked to sign a copy of such material as proof that he/she received the material. An employee is entitled to respond to derogatory material within eight (8) business days. The written response shall be attached to the material.
- 12.4 All personnel files shall be kept in confidence and shall be available for inspection only to other authorized employees of the District and the Board of Trustees when actually necessary in the proper administration of the District's affairs or the supervision of the employee. With the exception of those responsible for maintaining the official file, the District shall keep a log of the persons who have examined a personnel file or who have requested information contained in a personnel file as well as the date such examinations or requests were made. Such log and the employee's personnel file shall be available for examination by the employee or her/his Association representative if authorized in writing by the employee. The log shall be maintained in the employee's personnel file.
- 12.5 Any materials placed in the personnel file shall contain the date on which such material was originated and the name of the person who originated the document. Any written materials placed in the personnel file shall indicate the date of such placement.

ARTICLE 13

SABBATICAL LEAVE AND ACADEMIC RANK

13.1 Sabbatical Leave

13.1.1 Purpose: The purpose of the sabbatical leave is professional improvement of the employee which will benefit students and the district. The purposes for which a sabbatical leave may be granted are as follows (see Section 13.1.7 for specific approved activities):

- (a) Scholarly or creative endeavors in the discipline being taught; and/or
- (b) Improvement of skills in the discipline being taught; and/or
- (c) Retraining in a new discipline as specified by the district; and/or
- (d) Improvement of teaching skills; and/or
- (e) Development of new programs and curriculum.

The district must agree to the need for an employee's retraining in a new discipline before any request for a sabbatical leave for retraining may be considered by the Sabbatical Leave Committee. (See also Section 13.1.7.6)

13.1.2 Criteria: The proposed plan must significantly relate to the mission and philosophy of the college and meet specific institutional goals and objectives.

13.1.3 Eligibility: Applicants for sabbatical leave must have rendered full-time service in the district for at least six consecutive academic years, or the full-time equivalent of six years if hired for less than full-time service, immediately preceding the sabbatical leave. Not more than one such leave shall be granted in each six-year period or full-time equivalent.

However, if an employee requests and receives a leave without pay, credit for service prior to the leave may be counted toward the six consecutive academic years (with a limit of two years counted prior to the leave), provided the employee returns and completes at least an additional four years of full-time service immediately preceding the sabbatical leave. The year(s) of unpaid leave will not count toward the required six years of full-time service. The appropriate vice president will give the employee a written explanation, prior to the leave, of the effect of this article upon his/her sabbatical eligibility status.

The Sabbatical Leave Committee shall not use the amount of potential service time remaining after the required service time as defined in Section 13.1.12 of this article as a criterion for recommending a proposal.

13.1.4 Duration of Leave: A sabbatical leave may be granted for a period of not less than one full semester nor more than one full year in each six consecutive year period of service. A semester leave shall fall within the semester dates indicated on the district calendar. A one-semester leave shall constitute a full sabbatical.

13.1.5 Number of Leaves: The number of sabbatical leaves granted during a full academic year and will be based on total available funds not to exceed \$60,000 per fiscal year. In addition to district funds, categorical funds may be available.

- 13.1.6 Compensation: An employee on a one-semester sabbatical leave shall receive 100 percent of the salary which would have been received had the employee remained in active service. An employee on a one-year sabbatical leave shall receive fifty percent of the salary which would have been received had the employee remained in full service. There shall be no reduction in employee benefits during the term of an employee's sabbatical leave.

The appropriate vice president shall determine the appropriate replacement for an employee granted a sabbatical leave.

Employees granted sabbatical leave shall not perform additional professional services for the district. During the sabbatical leave, an employee shall not be employed by any other employer unless the employee had been so employed in the semester immediately preceding the sabbatical leave. An exception to this shall be made in the case of approved sabbatical-related employment. The total compensation an employee on leave could receive from both the district and from non-district approved sabbatical-related employment shall not exceed the amount of the contract salary the employee would receive on active duty in the district except where the employee can show extraordinary need such as higher cost of living.

The district will not furnish equipment or materials, pay travel costs, or provide additional compensation during the period of sabbatical leave. Exceptions shall be considered only upon the recommendation of the superintendent/president.

- 13.1.7 Approved Activities for Sabbatical Leave: All categories which follow shall be considered of equal value and relevancy except that priority will be given in a case where an applicant requires retraining because of district needs based on changing patterns of enrollment or program needs.

13.1.7.1 Category I: Academic and/or Professional Study. The proposed activity in this category expands the professional knowledge, competence, and effectiveness of the applicant. The purpose is to provide the opportunity for growth and development regarding new information, insights, and ideas occurring in the applicant's discipline or area of expertise. Applicants under this category shall submit a detailed statement of the academic and/or professional study courses and/or projects to be undertaken to achieve specific objectives. These studies must be undertaken at an accredited institution, and they must constitute an organized program of full-time study (at least 12 semester units or the equivalent of full-time graduate study) designed to enhance the employee's performance in his or her area of specialization.

13.1.7.2 Category II: Work Experience. A program to study in schools or job site maintained by a business or industry for craftspeople or technical workers to obtain full-time work experience in the vocational field in which the employee works. Ideally, the specific school or job offer shall be submitted with the proposed program, but may be submitted before the beginning of the leave.

13.1.7.3 Category III Retraining and or Supplemental Education. This category provides for the retraining of employees in new areas of teaching or student support services. The purpose of retraining should reflect the changing

needs of the institution and shifting enrollment patterns. Cultural diversity and relevant foreign language training might be included in this category. Such training is considered supplemental to the employee's existing field of expertise and would provide a general benefit to the college community. Leaves for retraining must have the recommendation of the appropriate dean.

13.1.7.4 Category IV Other. A program may be designed to meet multiple objectives such as study, research or special project, or work experience, travel, and/or curriculum planning which relates to the instructor's area of assignment. An applicant shall submit specific objectives showing their relationship to the institutional assignment.

13.1.8 Sabbatical Leave Committee: The sabbatical leave committee shall consist of two (2) administrators to be appointed by the superintendent/president and three (3) faculty representatives serving three-year staggered terms. The faculty representatives will be elected by secret ballot conducted by the Academic Senate. No applicant shall be a member of the committee. The chair shall be elected by vote of the members, and the chair shall be a faculty member.

13.1.9 Application Process: Application forms for employees considering sabbatical leave for the following academic year are available the first week of the semester from the office of vice president, academic affairs. Applications must be filed with the supervising administrator not less than five working days before they are due in the office of the associate superintendent/vice president, academic affairs. Applications must be filed in the office of associate superintendent/vice president, academic affairs, by November 1. All applications will be processed in the following manner:

13.1.9.1 Content of application:

1. A one (1) page abstract summarizing the proposal.
2. A comprehensive description of the purposes, objectives, and importance of the proposed leave according to one category or a combination of categories described in Section 13.1.6.
3. A detailed description of the activities and schedule of activities to be undertaken. If the sabbatical is for study, indicate the name of the institution and specific class titles and number of units.
4. A statement which addresses how the leave will improve the applicant's professional growth and performance and contribute to the instructional or service programs in the Allan Hancock Joint Community College District.
5. A statement justifying the length of leave in relation to the scope of the proposal.
6. An explanation of the materials and facilities needed to complete the proposal and the access the applicant has to them.
7. An explanation of how travel is clearly necessary to the sabbatical leave proposal if the proposal includes travel including a detailed itinerary.
8. A letter of review evaluating the project from an administrator responsible for the area.

13.1.9.2 Submitted proposals shall be initially evaluated by the Sabbatical

Leave Committee during each fall semester. Applicants will be given the opportunity to appear before the committee to receive feedback.

13.1.9.3 **Proposal Evaluation:**

Sabbatical leave applications will be evaluated using the evaluation rubric (in the Appendix) and will be made available with sabbatical leave application forms.

13.1.10 Applicants will be notified in writing as to the status of their proposals by the office of the vice president, academic affairs by the end of spring semester.

No sabbatical leave shall be granted unless the superintendent/president certifies that suitable provision can be made for carrying on the assignment during the absence of the applicant.

If the application is denied at the administrative level, the administration shall notify the applicant in writing no later than the regular May board meeting.

Final approval of sabbatical leave proposals shall rest with the board of trustees whose decision shall be final and not grievable under Article 6.

13.1.11 **Changes in Proposal:** Changes in original sabbatical proposals must be filed in writing and be approved by the associate superintendent/vice president, academic affairs, prior to the beginning of the sabbatical leave. Once the board of trustees approves the proposals, any changes to a proposal must be by mutual agreement between the district and the employee.

13.1.12 **Return to Service:** Every instructor, as a condition to being granted a sabbatical leave pursuant to Education Code Section 87767, shall agree in writing to render a period of full-time service in the employ of the governing board of the district equal to twice the period of the leave.

Within sixty (60) calendar days of returning to duty, the instructor shall complete the sabbatical leave report. The report shall include a copy of the original proposal and any approved changes together with transcripts of work taken and grades received if leave was for advanced academic study. The report shall provide documentation to substantiate that the objectives set forth in the application have been met.

Within the semester following the return, the instructor will organize and present the sabbatical leave report at one of the district's campus/site locations.

13.1.13 **Failure to Perform:** Failure to complete the activity and objective(s) as set forth in the approved sabbatical proposal and the required report shall result in reimbursement to the district of the total compensation paid to the employee during the period of the leave. In addition, there will be no advancement on the salary schedule for the time on leave.

13.1.14 **Liability and Waiver:** The governing board of the district shall be free from any liability for the payment of any compensation or any other damages in case of death or injury or illness of an employee while on sabbatical leave.

13.2 Instructional Improvement Leave

A full-time employee (full-time defined as 1.0 FTL) may elect to work an increased load one semester and thereby work a decreased load the succeeding semester for purposes of instructional improvement.

13.2.1 Instructional faculty can work an increase load not to exceed 20%. Noninstructional faculty can work an increased load not to exceed 10%.

13.2.2 The purpose of this leave is to take course work or formal training related to the bargaining unit employee's assignment.

13.2.3 The employee must have the approval of the appropriate vice president. Not more than five (5) faculty can participate in any given year, and not more than one faculty member can come from a single discipline in any single year. A written request for such increased load to the appropriate administrator must be submitted by the eighth week of the semester prior to the semester for which the increased load is requested. The appropriate administrator will forward the request to the appropriate vice president with his/her recommendation to approve or not approve the increased load.

13.2.4 An employee can participate once during any consecutive six-year period.

13.2.5 An employee must be tenured to be eligible to participate in this leave.

13.3 Academic Ranks for Full-time Faculty

Effective fall 2000, the district will award academic rank to recognize teaching excellence, professional achievement, and district service. Faculty who believe their professional and service activities meet the criteria are invited to submit a written request to the appropriate vice president, who will make a recommendation to the superintendent/president and the Board of Trustees after consultation with the Academic Senate and appropriate administrators. Achievement and service criteria listed below must have been started and completed during the faculty member's employment by the district.

13.3.1 The awarding of academic rank shall not result in any change in the salary schedule or in the position which the faculty member occupies on the salary schedule.

13.3.2 Designations

- A. Professor: At least ten years as a full-time faculty member at Allan Hancock College, with tenure granted by the district, and at least five of the criteria in Section 13.3.3 (below), preferably at least two from each category.
- B. Associate Professor: At least six years as a full-time faculty member at Allan Hancock College, with tenure granted by the district, and at least three of the criteria in Section 13.3.3 (below), to include at least one from each category.
- C. Assistant Professor: At least four years as a full-time faculty member at Allan Hancock College, with tenure granted by the district, and at least two of the criteria in Section 13.3.3 (below), preferably one from each category.
- D. Hancock College, with tenure granted by the district, and at least two of the criteria in Section 13.3.3 (below), preferably one from each category.

- E. Instructor: a non-tenured full-time faculty member or a tenured faculty member eligible for rank but not meeting the above criteria or choosing not to apply for rank.
- E. Librarian, counselor, or other currently used title.

13.3.3 Criteria

Category One – Professional Achievement

- A. Possesses an earned doctorate from an accredited institution.
- B. Initiated and played a major role in the implementation of a new educational program recognized by the district as a significant benefit to our students.
- C. Made significant contribution(s) to the community's cultural enrichment through personal achievement(s) in the performing, literary, and/or visual arts.
- D. Authored or co-authored a referenced text or research article, or computer software in petitioner's subject matter area which is published and recognized by the district as significant.
- E. Edited or co-edited at least two texts or other reference material within the petitioner's discipline, whether or not used within the district.
- F. Made at least five presentations at professional conferences or meetings recognized by the district as academically significant to the petitioner's discipline. Obtained at least two outside funding sources or grants (not renewal grants) and successfully completed objectives to enhance the district's teaching, research, and/or educational resources.
- G. Completed other professional achievement recognized by the district as at least equal to any of the above criteria A through G.

Category Two – District and Community Service

- H. Served at least three years as a department chair or coordinator or served at least three years as a member of the Academic Senate.
- I. Actively served with regular attendance at least two years on one, or one year on two shared governance committees.
- J. Served at least three years on any combination of college or district committees or district committees not covered by criterion J above.
- K. Chaired a shared governance committee for a period of at least two years.
- L. Served as a board member of a community non-profit organization, in either an advisory or governing position, for a period of at least three years, or served as chair or director for at least two years.
- M. Made outreach visits to high school classes in his/her discipline at three or

more local high schools each semester during the preceding three years.

- N. Promoted articulation efforts through meetings with discipline counterparts at three or more local high schools to discuss course content and progress of students from high school courses to college during the preceding two years.
- O. Performed other district and/or community service which the district deems to be at least equal in significance to any of the above criteria I through O.

13.3.4 Process

- A. Petitioner shall submit evidence of meeting the above criteria to the appropriate vice president during the fall semester of the year prior to the academic year during which the rank would be awarded.
- B. The appropriate vice president shall confirm that the petitioner has met the service and tenure requirements and then consult with appropriate administrators, department personnel, and the Academic Senate before making a recommendation to the superintendent/president.
- C. The superintendent/president shall submit recommendations to the board of trustees during spring semester. If approved by the board of trustees, academic rank shall be effective the following fall semester.

ARTICLE 14

COMPENSATION

14.1 Salaries

14.1.1 The Faculty Contract Salary Schedule and the Parent Participation Nursery and Day Care Center Salary Schedule shall remain unchanged for fiscal year 2008-09.

14.1.2 Overload and extra assignment pay including summer and inter-sessions for employees on the contract salary schedule shall be in accordance with the pay rates and the terms and conditions of the Overload and Extra Assignment Salary Schedule. (See Appendix G.) Overload and extra assignment pay shall be computed by multiplying the hourly rate times the agreed-to "B-factor" of 257 for all semesters and terms, including summers, and multiplying that base amount by the employee's overload and extra assignment full-time teaching equivalent (FTE):

Hourly rate x 257 = Base amount.

Base amount x overload or extra assignment FTE = pay.

For non-teaching assignments, the following calculation shall be used:

Assignment in clock hours divided by 296* = overload or extra assignment FTE.

Base amount x overload or extra assignment FTE = pay.

*(hours in 8 weeks [37 hours x 8 weeks])

As specified in Article 18, full-time load is defined as .970 FTE through 1.023 FTE. An employee is considered to have an overload or extra assignment for pay only if the load exceeds 1.023 FTE. If the employee has an overload and/or extra assignment, compensation shall be paid only for the amount of load that exceeds 1.000 FTE.

14.1.3 Extra/Fewer Duty Days Compensation

14.1.3.1 Salary levels are based on a yearly 175-day, full-time assignment. Employees serving less than full time or fewer than 175 days or more than full-time or more than 175 days shall have their annual salary prorated at the same ratio that their yearly employment bears to full-time yearly employment by using the following formula:

Base Annual Salary divided by 175 = Daily Rate

Daily Rate x Total Days of Assignment = Compensation;

14.1.3.2 Base Annual Salary is defined as the employee's placement on the appropriate Salary Schedule (Appendix A or B) which specifies the salary for 175-day annual contracts.

14.2 Salary Schedules: Employees shall be paid in accordance with the salary schedules attached

and incorporated herein as Appendices A and B. The following salary schedules shall apply to the designated groups of employees.

14.2.1 Faculty Contract Salary Schedule, Appendix A

14.2.1.1 All regular and contract employees teaching credit and/or non-credit classes or performing counseling, librarian and/or nursing functions or serving as an academic specialist shall be paid in accordance with the provisions of this salary schedule.

14.2.2 Parent Participation Nursery & Day Care Center Salary Schedule, Appendix B

14.2.2.1 All regular and contract faculty employees responsible for the care and teaching of pre-school children shall be paid in accordance with the provisions of this salary schedule.

14.3 Initial Salary Placement on the Faculty Contract Salary Schedule, Appendix A

14.3.1 Step and column placement shall be based on Allan Hancock College associate faculty services and for out-of-district faculty experience at an accredited education institution or applicable work experience directly related to the academic assignment at the time of initial employment. Such experience shall not exceed seven years; therefore, the highest placement on the salary schedule shall ordinarily be step 8. However, consideration of initial placement at step 9 will be given to a candidate who has received tenure at another accredited college or university.

14.3.1.1 Occupational experience directly related to the employee's academic assignment in the district will be accredited as follows: for each two (2) years of previous full-time related occupational experience, one (1) step advancement will be granted. The experience must be beyond the occupational experience needed to satisfy minimum qualification requirements.

14.3.1.2 Employees hired as a contract regular employee shall receive one-step advancement for each year of full-time teaching experience.

14.3.1.3 Employees with no previous experience will be placed at step 1.

14.3.2 It shall be the responsibility of the employee at the time of initial employment by the college to present a complete official transcript of all academic work from an accredited college/university and verification of occupational experience. Salary placement shall be based upon degrees, units, and occupational experience presented at that time and shall be final.

14.3.3 Exclusions: Credit for previous experience for placement purposes shall not be granted for the following:

14.3.3.1 Experience as a teaching or laboratory assistant

14.3.3.2 Work experience necessary to meet minimum qualifications

14.4 Step Advancement, Faculty Contract Salary Schedule, Appendix A

14.4.1 Bargaining unit members shall receive one-step advancement within the appropriate column upon satisfactory completion, the preceding year, of two full semesters of required service including days of paid leave until step 12 (step 14 for preschool teachers) has been reached. Thereafter, employees shall receive anniversary increments.

14.5 Column Advancement, Faculty Contract Salary Schedule, Appendix A

14.5.1 Employees who take course work in their field of authorized instruction or noninstruction from an accredited college or university at the upper division or graduate level will be advanced into columns III and IV without prior district approval. The request for advancement should be submitted directly to the office of human resources.

14.5.2 All course work taken by employees for advancement into column III and column IV which is lower division or outside of the employee's field of authorized instruction or noninstruction field must be approved in writing in advance of enrollment by the associate superintendent/vice president, academic affairs, or the vice president, student services. It must be demonstrated that a lower level course or course work outside of the employee's authorized instruction or noninstruction field will contribute to the improvement of the quality of instruction or instructional support services.

14.5.3 Any course work under staff development/flex day activities does not count toward column advancement.

14.5.4 In all instances, it is assumed that courses offered for advancement are part of a program calculated to improve the effectiveness of the employee.

14.5.5 It is the responsibility of the employee to notify the director, human resources, in writing when she/he has met requirements to move to a higher pay column. Verification, official transcripts, and, when appropriate, written authorization from the appropriate vice president must be submitted prior to the beginning of the semester in which the change is requested.

14.6 Initial Salary Placement and Advancement on the Parent Participation Nursery & Day Care Center Salary Schedule, Appendix B.

For initial placement of faculty personnel on this salary schedule, the following criteria are used for the evaluation of the individual's education and experience.

14.6.1 The maximum credit granted for out-of-district experience is seven (7) years. The maximum entry step is number 8. However, consideration of initial placement at step 9 will be given to a candidate who has received tenure at another accredited college or university.

14.6.2 Prior teacher experience is granted full credit based on a 10-month school year up to the maximum allowable. Part-time hourly credit will be based on 1,062 hours being

equivalent to one 10-month school year.

14.6.3 Each year of experience advances the candidate one step on the schedule.

14.6.4 It shall be the responsibility of the faculty member at the time of initial employment by the college to present a complete official transcript of all academic work from an accredited college/university and verification of occupational experience as well as appropriate California Children's Center permit. Salary placement shall be based upon education, appropriate occupational experience, and type of children's center permit presented at that time and shall be final.

14.7 Column Advancement, Parent Participation Nursery & Day Care Center Salary Schedule, Appendix B.

It is the responsibility of the instructor to notify the director, human resources, in writing when she/he has met requirements to move to a higher pay column. Verification must be submitted prior to the beginning of the semester in which the change is requested.

14.8 Stipends-Regular

14.8.1 Doctoral Stipend

Effective July 1, 2008, full-time regular and contract faculty employees who have an earned doctorate from a regionally accredited institution shall receive a \$2000 annual doctoral stipend. Employees serving less than full time each year shall have the doctoral stipend prorated at the same ratio that their yearly employment bears to full-time yearly employment.

It is the responsibility of the employee to notify the director, human resources, in writing when she/he has met stipend requirements. Verification in the form of official transcript must be submitted prior to the beginning of the semester in which the stipend is requested.

14.8.2 Department Chair Stipend

Department chairs shall receive an annual stipend in the amount of \$4,702. The stipend shall be paid in monthly installments over 10 months.

14.8.2.1 Granting of stipends does not obligate the district to maintain department chair positions in the future or obligate the district to negotiate the maintenance of such positions with the Association.

14.8.3 Coaching Stipend

14.8.3.1 Effective July 1, 2008 full-time faculty members with coaching assignments shall receive a stipend in the amount of \$7,000 paid in monthly installments over 10 months.

14.8.3.2 Granting of stipends does not obligate the district to maintain coaching positions in the future or obligate the district to negotiate the maintenance of such positions with the Association.

14.8.4 The continuation of individual assignments which result in stipends is dependent on annual satisfactory evaluations of the individuals receiving the stipends.

14.8.5 Class Size Stipend

1. Minimum of 60 students maximum of 69 students \$300 per unit of credit provided as a stipend or applied to the cost of a reader.
2. Minimum of 70 students maximum of 79 students \$355 per unit of credit provided as a stipend or applied to the cost of a reader.
3. Minimum of 80 students maximum of 89 students \$410 per unit of credit provided as a stipend or applied to the cost of a reader.
4. Minimum of 90 students maximum of 99 students \$464 per unit of credit provided as a stipend or applied to the cost of a reader.
5. Minimum of 100 students maximum of 109 students \$519 per unit of credit as a stipend or applied to the cost of a reader.
6. Minimum of 110 students maximum of 119 students \$573 per unit of credit as a stipend or applied to the cost of a reader.
7. Minimum of 120 students maximum of 129 students \$628 per unit of credit as a stipend or applied to the cost of a reader.

14.8.6 Program Review Stipend

14.8.6.1 Bargaining unit members assigned to perform program review shall receive a stipend in the amount provided in this section.

14.8.6.2 Upon completion of the program review and acceptance by the supervising administrator and appropriate vice president, the employee(s) assigned responsibility for a program review shall be compensated with a \$983 stipend, as provided in this section.

14.8.7 Cooperative Work Experience Stipend: Bargaining unit members who participate in the supervision of students will be compensated up to \$100.00 paid on the following schedule: \$60.00 after completion of an initial meeting and relevant documentation is completed and \$40.00 upon the student's successful completion of work experience credit. The bargaining unit member will complete the following activities: meeting with the student, two (2) employer contacts including one onsite visit and the review and completion of appropriate paperwork.

14.8.8 Part-time Faculty Evaluations: For each completed evaluation of a part-time faculty member, the employee shall receive a stipend of \$105

14.9 Short-Term Stipends

14.9.1 The district may offer short-term stipends to employees for individual projects and/or assignments, which are not part of the regular assignment for the employee, under the following conditions:

A. The funding source for the stipend must be from categorical funds.

B. The Short Term assignment form in the Appendix must be completed and signed by all parties prior to any work being performed.

14.9.2 Short-term stipend assignments are voluntary and may be rejected by the employee. If the employee agrees to the short-term assignment and stipend, she or he is obligated to the terms and conditions of the assignment as listed on the Short Term assignment form.

14.9.3 Termination of a short-term assignment. Either the district or the employee may withdraw from the assignment with 30-days advance notice (pay period). Any work completed or incomplete at the time of withdraw shall be the property of the district. The employee shall be entitled to any payment for the period of time completed.

ARTICLE 15

FACULTY SERVICE AREAS AND REDUCTION IN FORCE

15.1 Faculty Service Areas and Competency Standards

- 15.1.1 In accordance with Education Code Section 87743.2, the District has established Faculty Service Areas (FSAs). The FSAs are listed in the Appendix.
- 15.1.2 To be qualified in an FSA, the employee must meet the state minimum qualifications as adopted by the Board of Governors or the equivalency requirements of the District or hold a valid teaching credential in one of the disciplines that corresponds with the FSA. In addition, any licensure or other certification requirements for the subject field must be met.
- 15.1.3 To be considered “competent,” the employee must be qualified as defined in 15.1.2 above and must have successfully taught the equivalent of one full semester in this FSA at Allan Hancock College within the last three years.
- 15.1.4 FSA structures and competency standards will be documented in the Human Resources office.
- 15.1.5 The District, with input from each department, will review its discipline lists, FSAs, and competencies and revise to respond to new disciplines, programs, or services. Any changes in FSA structure and competencies as listed and specified in the Appendix are subject to negotiation.
- 15.1.6 Employees hired prior to the adoption of this Agreement will be assigned to FSAs based upon their primary faculty assignment. The associate superintendent/vice president, academic affairs, will review and approve this assignment to an FSA. After this initial assignment of an FSA(s), additional FSAs may be applied for in accordance with the procedure contained in 15.1.10 below.
- 15.1.7 Employees shall be assigned to an FSA(s) at the time of hire based on minimum qualifications or equivalent in the discipline in which they are hired. Assigned FSAs will be reviewed and approved by the vice president, academic affairs, and documented by the office of human resources.
- 15.1.8 After initial employment, an employee may apply to add FSAs for which the employee has met both minimum qualifications and District “competency” standards as set forth in 15.1.2 and 15.1.3 above (the form is available in the office of human resources).
- 15.1.9 When there is declining enrollment or shifting enrollment patterns, the following options are available to employees, as specified elsewhere in this Agreement, for retraining.
 - 15.1.9.1 Sabbatical leave as described in Article 13.
 - 15.1.9.2 Leave of absence as described in Article 10, Section 10.7.

15.1.9.3 Reduced workload as described in Article 10, Section 10.8.

- 15.1.10 Application to add an FSA must be received on or before November 30 by the office of human resources in order to be considered in lay off proceedings for the following academic year. Once the office of human resources has verified that the employee has satisfied all requirements and the associate superintendent/vice president, academic affairs has reviewed and approved the assignment, the office of human resources will notify the employee that an additional faculty service area has been assigned. If the applicant is denied an FSA, the applicant will be given a written explanation outlining the deficiency.
- 15.1.11 Any FSA to be utilized by an employee in a lay off situation must be on record in the office of human resources on or before February 15 of the same academic year as the lay off.
- 15.1.12 An applicant denied an FSA may file an appeal to the superintendent/president. The superintendent/president's decision shall be final and is not grievable. This decision does not deny the applicant the opportunity to correct any deficiencies to meet the minimum requirements.
- 15.1.13 The office of human resources shall record in the employee's personnel file the FSAs to which the employee has been assigned. A master list of FSAs and employees assigned to each FSA shall also be maintained in the office of human resources and a copy provided to the Association.

15.2 Reductions In Force

Whenever the Board of Trustees determines that a reduction in the faculty may be required, such reduction shall be in accordance with Education Code Section 87743, et seq. of the Education Code including seniority definitions in the Education Code Section 87413, et seq. No tenured or probationary employee can be laid off while any employee with less seniority is retained to render a service in a faculty service area in which the senior employee is both qualified and competent to perform. Eligibility for FSAs will be verified before any reassignment due to reduction in staff takes place.

- 15.2.1 The District agrees to notify the Association in writing as soon as possible prior to the proposed lay off of any employee.
- 15.2.2 Employees in lay off status are eligible for the rights of terminated employees as set forth in Education Code Sections 87740, et seq.

ARTICLE 16

ASSIGNMENT AND CONTRACT YEAR

16.1 Definitions

"Appropriate Administrator" is the immediate supervisor of the bargaining unit member.

"Appropriate Vice-president" is the vice-president who oversees the bargaining unit member.

"Client" is a broad spectrum of persons who use the professional services of a bargaining unit member.

"Instruction" is providing credit or non-credit lecture, lab or activity student based instruction in the classroom, lab setting, field site, distance learning, or any combination of the aforementioned.

"Preparation Time" is time spent preparing for or as part of an assignment. Preparation includes planning, grading, organizing, exam development, scoring, gathering course information and materials, developing handouts, developing student or client evaluations and plans, preparing for student activities, and reviewing student or client work and records.

"Professional Activities" are college service and professional growth activities and include program development and review, staff development activities, committee assignments, the accreditation process, curriculum development, student advisement, district related meetings, peer evaluation review, part-time faculty evaluations, registration activities (during registration periods), outreach activities when not part of the primary assignment, reading and responding to district related mail and correspondence, consulting with colleagues, and/or other activities as approved by the appropriate administrator.

"Instructional Faculty" are bargaining unit members with a primary assignment consisting of instruction. Instructional faculty shall include pre-school faculty except when specifically otherwise described.

"Service faculty" are bargaining unit members with primary assignments serving students and clients. Service faculty includes counselors, librarians, health service faculty, and academic specialists.

"Pre-school Faculty" are bargaining unit members with a primary assignment consisting of teaching in the children's center and who are paid on the Parent Participation, Nursery, and Day Care Salary Schedule.

"Office hour" for instructional faculty is time spent in offices for student contact and communication. For pre-school teachers it is time spent for parent contact and class preparation. For service faculty it is time spent in offices for professional contacts and communication with community colleagues such as high school counselors, instructors, administrators, social service agency representatives, and other student success professionals.

16.2 Assignment

16.2.1 The appropriate vice president shall determine the primary assignment of the bargaining unit member.

- 16.2.2 The appropriate administrator, with input from the appropriate department chair and faculty member, shall make the workday and workweek assignment. The employee's assignment may include working at the Santa Maria Campus and off-campus centers or sites. The assignment may include day and/or evening and weekend assignments per district need.
- 16.2.3 Bargaining unit members shall be given first consideration of assignments. If two or more bargaining unit members desire the same assignment, the bargaining unit member with the most seniority as a fulltime faculty member in the district will be given priority.
- 16.2.4 Assignments on Saturday and/or Sunday will be by voluntary agreement of the employee unless the District determines that such assignment is necessary to achieve 1.0 FTL.
- 16.2.5 If the faculty member disagrees with the assignment, the faculty member may go to the appropriate vice-president. The vice-president's decision shall be final, but that decision shall not be arbitrary or capricious and shall take into consideration the schedule of the faculty member and the needs of students and the district.

16.3 Regular Contract Year

Bargaining unit members regular contract year shall be not less than one hundred seventy-five (175) days nor more than two hundred twenty (220) days within the sole discretion of the district each fiscal year. Professional development days, all staff days, commencement, and faculty orientation shall be considered part of the regular contract year.

An annual contract of 175 days shall be equivalent to 10 months or, 35 weeks; an annual contract of 198 days shall be equivalent to 11 months or, 40 weeks; and an annual contract of 220 days shall be equivalent to 12 months or, 44 weeks.

16.3.1 Except when otherwise authorized, bargaining unit members shall be on campus or in an assigned approved work situation teaching classes and/or participating in other professional activities at least four (4) days per week, provided however, that employees must be available to report to campus on any day of their regularly assigned work week (e.g., Monday through Friday, Tuesday through Saturday) to attend professional meetings and activities.

16.3.2 Two All Staff days (to be credited as six (6) hours each toward professional development) will be mandatory duty days for the purpose of all staff orientation at the beginning of each fall and spring semester, to be scheduled by the superintendent/president.

16.3.3 Instructional Faculty

For 10-month instructional faculty, the annual contract year shall be from the beginning of professional development days in the fall through commencement in the spring; for 11-month faculty, the annual contract year may specify which month shall be a non-contract -unpaid month, or the 198 days may be spread over a 12-month period (11 over 12). The annual contract year of 220 days (12 months) shall be from July 1 through June 30. During the contract period, employees shall consider employment with Allan Hancock College to be primary.

16.3.4 Service Faculty

Librarians, counselors, college nurse, and academic specialists are assigned thirty-seven (37) hours per week. The regular contract year shall fall between July 1 of the current year and June 30 of the succeeding year, and the district has the right to assign employees at those times during the year to best meet district needs.

16.4 Workweek

The District professional service workweek shall be 37 hours.

16.4.1 Instructional Faculty: The workweek for instructional faculty shall 37 hours which will include 30 hours for primary assignment activities (instruction and preparation time), 5 hours per week for designated office hours and 2 hours for professional activities/college service.

16.4.2 Pre-school Faculty: The workweek for pre-school faculty shall be 37 hours for classroom related activities. Professional activity/college service is encouraged and must be preapproved by the appropriate supervisor.

16.4.3 Service Faculty: The workweek for full-time librarians, college nurse, and academic specialists includes up to seven (7) hours per week for other professional activities. The supervisor will ensure workweek coverage is adequate. The workweek for counselors, including Learning Assistance Program faculty, includes up to five (5) office hours per week, without student appointments, for preparation and two (2) hours per week for other professional activities. The supervisor will ensure workweek coverage is adequate.

16.4.3.1 During the three-week registration periods in the spring and fall (walk-through and two weeks' late registration), counselors will work a thirty-seven (37) hour week as assigned but with the schedule subject to the approval of the supervisor. (This may result in less than five office hours and no more than zero hours per week for other professional responsibilities.) However, during the second week of late registration, counselors will be given one office hour per day (for each 7.4 hours of work).

16.4.3.2 General Counseling Pilot Project:

Effective July 1, 2009, the workweek for general counseling faculty assigned direct contact with students shall include: 25 hours of direct contact with students, 5 office hours (scheduled in accordance with Article 16.5), 5 hours of preparation, and 2 hours of college service. This schedule will remain in effect one year and can be altered by the district at any time if the pilot results in a reduction of service availability to students or increased cost to the district. The project, unless negotiated to continue between the district and the association will expire on June 30, 2010. The district, in consultation with the counseling faculty, will establish parameters to assess the effectiveness and impact on students no later than July 1, 2009.

16.4.4 Other nonteaching assignments shall be based on seven point four (7.4) hours per week for each twenty percent (20%) of a teaching load.

16.5 Office Hours

Bargaining unit members shall hold five (5) office hours per week, on at least four (4) days per week as regularly scheduled office hours as defined in this Article; and shall post their schedule of office hours on or adjacent to their office doors by the end of the first week of classes.

16.5.1 Office hours shall be submitted to and approved by the appropriate administrator.

16.5.2 When the bargaining unit member is unable to meet a regularly scheduled office hour during a particular week because of an emergency or other unforeseeable circumstance(s), the instructor shall notify the appropriate department secretary, department chair, or appropriate administrator of the change of the office hour for that day. A notice of the change shall be posted.

16.5.3 When an office hour is to be changed for the remainder of the semester or term, it must be reported to the appropriate administrator. If the change is approved, the instructor shall revise the posted schedule of office hours and inform the affected students and/or clients of the new office hour schedule.

16.5.4 A bargaining unit member cannot reschedule an office hour in order to avoid using a sick leave day or other type of absence. For the purposes of illness or other approved absences, the member shall follow the procedures in Article 10.

16.5.5 Bargaining unit members with a reduced load shall hold office hours proportionate to their load (for example: .20 FTL equals one office hour). During the final examination period, instructors shall post and hold one office hour for consultation each day for three days and will be available for consultation during the entire final examination period.

16.5.6 Online Office Hours

Unit members who are teaching distance education courses (utilizing web technology) during the fall or spring semesters may choose to designate online office hours, proportional to the load of online courses taught (1 per .20 FTEF load), but not to exceed 2 hours per week. Unit members who do not teach distance education courses may choose to designate 1 online office hour per week. Online office hours are subject to the approval of the appropriate academic administrator which shall be obtained no later than the end of the first week of the fall and spring semesters.

During this online hour, the faculty member is expected to be logged on to the computer and immediately available to respond to all students through email, a discussion board, chat board, or other online means of communication, as appropriate.

This online office hour must be scheduled and posted at a regular day and time each week, just like a traditional office hour, though the unit member may choose to physically hold this online hour off-campus as long as s/he has full computer access at the off-campus location. Information regarding online office hours must be posted along with other office hours within the designated area for posting office hour information. Information regarding virtual and on campus office hours must also be posted within all course syllabi in the given semester of approval.

Complete information about virtual office hours must be submitted to the appropriate

Academic Administrator for pre-approval and all provisions of 16.5 remain applicable.

16.5.7 Summer Office Hours

The district will designate up to a total of \$5,000.00 per summer session to support office hours for eligible unit members. Summer office hours will be subject to pre approval by the appropriate academic administrator and available funding.

Unit members will be paid for office hours at a rate of \$25.00 per hour, proportional to their instructional load at a rate of 1 weekly office hour per .20 FTEF instructional load. Pre-approved office hours will be funded beginning in the second week of the summer session through the end of the session. Unit members who teach a course/courses scheduled less than the length of the term will be eligible for one hour per week for the length of the course (4 week course = 4 hours, 6 week course= 6 hours, etc.). Unit members approved for summer office hours shall publish regularly scheduled office hours in all course syllabi as well as in the designated area for posting office hour information (as described in (Section 16.5) by the end of the first week of instruction.

Unit members, who choose to utilize online office hours during the summer session, as described in Article 16.5, are required to obtain all additional approval and subject to all requirements described in the aforementioned Article.

16.6 Program Review

16.6.1 Program review is recognized as a professional activity per Article 16 of this Agreement. It is also recognized that a program review carries with it an additional workload for which the employee assigned responsibility for a program review should be compensated. The supervising administrator in consultation with the department chairperson shall make program review assignments. While only one employee shall be assigned responsibility for a program review and receive additional compensation, other employees with a faculty service area designation in the program will assist in the review.

16.6.2 The supervising administrator will be responsible for scheduling the program reviews no later than April 1 for each succeeding year. The program review shall be completed in accordance with established District guidelines and procedures unless mutually agreed upon deviations are approved by the District administration and the employee during the course of the review and in advance of final submission. The employee who is assigned program review responsibility shall have co-editorial responsibility with the District administration. The self-study should reflect all opinions of the discipline instructors.

16.6.3 The employee assigned responsibility for a program review and all employees of the discipline and the department chair will sign the final report indicating that they have reviewed the final report. If there is disagreement with the final report, the dissenting employee(s) may submit a minority report that becomes a permanent part of the final report.

16.6.4 Upon completion of the program review and acceptance by the supervising administrator and appropriate vice president, the employee assigned responsibility for a program review shall be compensated with a stipend, as described in article 14,

provided the program review is satisfactorily completed within one year. If the program review is not completed within one year in accordance with established guidelines and procedures, the employee assigned responsibility will receive no compensation (unless granted an extension by the appropriate administrator), and the District will contract with an evaluator from outside of the program area to complete the review.

16.7 Overload, Summer session, Intersession, Substitute, Non-teaching Extra Duty

- 16.7.1 Overload assignments, summer session assignments, intersession assignments, substitute assignments, and nonteaching extra duty assignments are not part of the employee's regular contract year assignment and shall be compensated by using the Overload and Extra Assignment Salary Schedule (Appendix G).
- 16.7.2 Bargaining unit members shall be given first consideration in filling overload assignments, substitute assignments, and nonteaching extra duty assignments. The district shall make the final decision.
- 16.7.3 Effective 2009-2010 bargaining unit members who have taught credit courses in the most recent intersession and/or summer will have first consideration for intersession and summer classes to a .80 FTE (for example four-3 unit classes) as an initial assignment. Bargaining unit members may not teach more than .67 in a distance-learning format during any summer or intersession. Bargaining unit members who have not taught in the most recent intersession or summer will have first consideration for classes to a .40 level.
- 16.7.4 Physical Education courses which support intercollegiate athletics programs (out of season practice) and are currently taught by part-time faculty coaches are exempt from this process. Drama courses taught in connection with the PCPA program are also exempt.
- 16.7.5 Once assigned to an initial intersession and/or summer load, bargaining unit members will continue in their intersession and summer level of load unless they notify the district they are not available for an assignment or if classes are unavailable to support all bargaining unit members' previous level of load. If insufficient courses are available to fill the load of previously assigned bargaining unit members, seniority in teaching in an intersession or summer will be used to determine assignments.
- 16.7.6 Once all bargaining unit members are initially assigned, the district will assign temporary faculty who have taught in the most recent intersession and/or summer term on an initial basis to a .80 FTE maximum. If sufficient courses are available, bargaining unit members who have not taught in the most recent intersession and/or summer will be offered courses to a .80 maximum. If additional courses are available, the district will assign new part time faculty to remaining courses.
- 16.7.7 In future academic years, summer and intersession courses will be assigned in the following order:
- a. Bargaining unit members with previous assignments to .80 FTE maximum, or .40 FTE maximum as assigned in the initial assignment.
 - b. Part-time faculty with previous assignments to the load level of their previous

assignment.

- c. Bargaining unit members with previous assignments less than .80 FTE who wish to increase their assignment.
- d. Part-time faculty with previous summer or intersession assignments less than .80 FTE who wish to increase their assignment.
- e. Bargaining unit members without previous summer or intersession assignments to a maximum of .80 FTE.
- f. New part-time faculty to a maximum of .80 FTE.

16.7.8 Bargaining unit members who voluntarily give up their intersession or summer assignments shall not retain rights to those assignments (unless preapproved by the appropriate administrator) and will be assigned to future intersession or summer assignments as described in the order above. Bargaining unit members are responsible to submit the appropriate form (in the appendix) to their administrator for preapproval prior to the finalization of the schedule for the relevant term.

16.7.9 Bargaining unit members who receive a needs improvement or unsatisfactory evaluation may teach intersession or summer assignments only with the approval of the appropriate administrator.

16.8 Academic Calendar

The academic calendar will not be a negotiable item each year. However, the Association shall appoint one member and the academic senate shall appoint one member to the calendar committee.

16.9 Advisory Mentoring

Faculty who agree to act as advisor mentors under the faculty internship program per California Education Code Section 87487 and California Title 5, Section 53500-53502, will be paid for an extra assignment using the Overload and Extra Assignment Salary Schedule (Appendix G) for each semester the faculty member acts as an advisor mentor for each classroom faculty intern. (The intern is paid using the part-time faculty salary schedule.)

16.9.1 The appropriate administrator, with input from the department chair, will approve the assignment of the advisor mentor.

16.9.2 The advisor mentor shall not take the place of the department chair with regard to orientation and evaluation of part-time faculty. It is the department chair's responsibility to evaluate and to provide orientation on college procedures to all part-time faculty, including faculty interns.

16.9.3 The duties of the advisor mentor shall be as follows:

- A. Conduct a minimum of four scheduled meetings with the faculty intern each semester. The topics to cover shall include, but not be limited to, curriculum planning, teaching strategies and methodologies, assessment of student work, and review of course materials.
- B. Conduct a minimum of three one-hour classroom visitations with a faculty intern each semester.
- C. The advisor mentor shall prepare written documentation to include dates and topics of meetings, dates and summaries of classroom visits, and discussion summaries.

D. The advisor mentor shall not teach a class at the same time as the mentee and shall be available on campus.

16.9.4 The extra assignment salary shall be determined as follows:

- A. The faculty member's advisor mentor extra assignment salary when working with a first semester faculty intern will be determined by the bargaining unit employee's appropriate pay rate on the Overload and Extra Assignment Salary Schedule (Appendix G) to equal .056 FTE.
- B. The faculty member's advisor mentor extra assignment salary when working with a second-semester faculty intern will be determined by the bargaining unit employee's appropriate pay rate on the Overload and Extra Assignment Salary Schedule (Appendix G) to equal .040 FTE.

16.9.5 Section 16.9 of the Agreement shall be effective as long as Board Policy 4115 or its successor remains in effect. (See California Education Code Section 87487 and California Title 5, Sections 53500-53502.)

16.10 Notification of Semester Schedule

Before the time the class schedule becomes camera-ready, the district shall provide each bargaining unit member a copy of his/her assignment.

16.11 Travel Between Centers

Faculty will be paid mileage per district policy if they are required by regular load assignment to travel from center to center on the same day and use their own vehicle.

16.12 Evening Assignments

If an employee has an evening assignment that is part of the regular load assignment and it is not an overload assignment and he/she has a scheduled assignment the next day, the supervising administrator shall schedule a break of at least eleven (11) hours between the end of the evening assignment and the beginning of the first assignment the next day unless there is a compelling district need, including the need to make load, to have less than eleven (11) hours or if the employee requests the assignment.

16.13 Coordinators

The district will appoint coordinators of programs after consulting the appropriate department.

16.14 Department Chairs

Ten (10) extra days shall be provided to department chairs with assignments of fewer than 198-days.

ARTICLE 17

EVALUATION AND TENURE

17.1 Definitions

“Supervisor” refers to the administrator who is the immediate supervisor of a bargaining unit member.

“Appropriate vice president” refers to the vice president who oversees the bargaining unit member.

“Classroom” or “worksite” may refer to either a physical location or to distance learning instruction of all modalities used by the district, including but not limited to Internet, audio cassette, instructional television, and videoconferencing.

“Client” means persons served or assisted by the bargaining unit member as part of his or her primary duty. Students are considered a primary client. Other clients include but are not limited to community resource contacts, academic and career institution contacts, advisory groups, professional colleagues and administrators.

“Contract faculty” or “probationary faculty” or “tenure-track faculty” means a bargaining unit member who is employed on the basis of a contract in accordance with the provisions of Education Code Section 87605 or Subdivision (b) of Section 87608.

A “day” in this article is a “business day” – any day Monday through Friday on which the Allan Hancock Joint Community College District administrative offices are open for business.

“Evaluation forms” refer to evaluation forms mutually agreed upon between the District and the Faculty Association to be used in the evaluation of a bargaining unit member. All evaluation forms are posted on the AHC Intranet under human resources department – district forms.

“Evaluation team” refers to the members of the approved group consisting of the supervisor and two tenured bargaining unit members, one of which is selected by the bargaining unit member undergoing evaluation and the other is selected by the supervisor as provided within this Article. All members of an evaluation team shall be trained in accordance with the provisions of this Article.

“Primary Duties” are defined as those duties which are the 100 percent contract load assignment and are instructional or service in nature.

“Probationary faculty” - see “contract faculty”

“Regular faculty” or “tenured faculty” means a tenured bargaining unit member who is employed in accordance with the provisions of Education Code Subdivision (c) of Section 87608 or Section 87609.

“Temporary faculty” means a nontenure-track bargaining unit member who is employed in a full-time capacity on a temporary basis fully compensated by categorical funds within the

provisions of Education Code section 87470.

SGID - Small Group Instructional Diagnosis is an evaluation process conducted by a trained facilitator.

“Special assignments” are assigned or reassigned activities other than the bargaining unit member’s primary duties.

“Overload assignment” is an activity in addition to a regular contract load of the bargaining unit member.

“Worksite” (see “Classroom” definition)

“Performance techniques” are methods used appropriate to the bargaining unit member’s teaching or service assignment.

17.2 Purpose and Intent

17.2.1 The primary purpose of the evaluation of faculty is the continued improvement of instruction and instructional support services at Allan Hancock College. Other purposes include the maintenance of quality in programs and instruction and the professional competence of the faculty.

17.2.2 The evaluation process shall promote professionalism, enhance performance, and be closely linked with professional growth efforts.

17.2.3 The temporary faculty hired as preschool teachers are exempt from the professional growth and responsibilities evaluation requirement and criteria.

17.2.4 The evaluation shall not be arbitrary or capricious or discriminatory in scope or practice.

17.3 Criteria

The following criteria delineate the areas of faculty evaluation and tenure as they relate to their primary assignment.

17.3.1 Competency

17.3.1.1 Bargaining unit members shall demonstrate satisfactory performance in the following areas:

- a) currency and depth of knowledge of teaching field or assignment;
- b) proficiency in written and oral English ensuring clear, effective communication to students, staff, and colleagues;
- c) use of contemporary performance techniques, materials and resources as approved by the department in providing a challenging student learning environment appropriate to the subject matter and/or service provided and is responsive to the needs of the student, and consistent with departmental practices;
- d) provides effective organization skills in the classroom or worksite;

- e) develops appropriate materials including but not limited to course syllabi, course objectives, tests, grading criteria, and other classroom policies;
- f) as appropriate, incorporates testing, measurement, and reporting of student progress in accordance with the outcomes and objectives of the course/program;
- g) demonstrates evidence of course objectives being met;
- h) as appropriate, effectively uses the district's course management system to facilitate the primary assignment; and
- i) utilizes technology appropriately in the completion of work activities.

17.3.2 Students

- 17.3.2.1 Bargaining unit members shall evidence respect for students' rights and needs by demonstrating
- a) objectivity and fairness in the evaluation and discussion of student work;
 - b) maintenance of contractual obligations to hold regular and timely office hours;
 - c) respect for the rights and responsibilities of students as expressed in official college policies; and
 - d) appropriate record keeping and reporting.

17.3.3 Colleagues

- 17.3.3.1 Bargaining unit members shall evidence respect for colleagues and the teaching profession by:
- a) acknowledging and defending the free inquiry of their associates in the exchange of ideas;
 - b) acknowledging academic debts (crediting sources to avoid plagiarism);
 - c) acting in accordance with the ethics of the profession and with a sense of personal integrity; and
 - d) establishing and maintaining cooperative working relationships among faculty, administrators, and staff.

17.3.4 Professional Growth

- 17.3.4.1 The bargaining unit member shall demonstrate continued professional growth by completing 36 hours annually including:
- a) 12 hours of mandatory All Staff Day participation for fall and spring semesters; and
 - b) 24 hours of college approved professional development activities. In lieu of organized activities, independent projects may be submitted for professional development credit to the Academic Senate Professional Development Committee.
- 17.3.4.2 By the end of the third week of each fall semester, bargaining unit members will submit a tentative professional development plan to their supervisor for approval. Changes can be made at any time during the academic year and a final validation of completed activities shall be submitted to the supervisor's office no later than the fourteenth week of the

spring semester.

17.3.4.3 Activities completed between the end of the spring semester and June 30th can be counted to the prior year's professional development plan. Activities completed between July 1st and the beginning of fall semester will be counted in the next year's plan.

17.3.4.4 College service over and above the required two hours per week of professional responsibilities (as defined in 17.4) can be used towards the professional development obligation.

17.4 Professional Responsibilities

17.4.1 Examples include but are not limited to the following: Committee participation and work, district related meetings, program review, peer evaluation review, part-time faculty evaluations, registration activities (during registration periods), outreach activities when not part of the primary assignment, and/or volunteer work to support college events and activities. Under the current contract load bargaining unit members are responsible for an average of two hours per week of professional responsibilities.

17.5 Special Assignments

17.5.1 Special assignments are considered voluntary activities. Performance in special assignments is not evaluated for the purpose of tenure. The district may evaluate faculty performance in a special assignment as a basis to determine suitability for that particular assignment.

17.5.2 Criteria for evaluation of special assignments:

- a) Evaluation shall be based on the bargaining unit member's ability to perform the assigned duties as defined in the assignment job description.
- b) The evaluation shall utilize a standardized evaluation form and method developed for the assignment.
- c) Unless otherwise prohibited, the evaluations of special assignments or reassigned duties shall not be more frequent than an annual review.

17.6 Frequency of Evaluations

17.6.1 Probationary faculty shall be evaluated in their first, third, fifth, and seventh semesters for fall hires and first, second, fourth, and sixth semesters for spring hires.

17.6.2 Regular faculty shall be evaluated every third year.

17.6.3 Temporary faculty hired as preschool teachers shall be evaluated in each of their first four years and thereafter on a tri-annual schedule. These evaluations will be the basis of the recommendation for reemployment.

17.6.4 In addition to the periodic evaluations, the appropriate vice president may, at anytime, authorize an off cycle evaluation of a bargaining unit member based upon substantiated complaints that his/her performance is less than satisfactory in the areas delineated in Section 17.3.

17.6.4.1 The supervisor shall notify the bargaining unit member of such an off cycle evaluation in advance. See off cycle evaluation in this Article.

17.6.5 A bargaining unit member who teaches or provides service in a discipline outside their primary assignment will be evaluated using the off cycle process during the first semester of the new assignment.

17.7 Timelines

In order to fulfill the purpose of this article, bargaining unit members shall be evaluated according to the timelines set forth in this article.

17.8 Training for Evaluators

17.8.1 The District and Faculty Association shall jointly develop and provide annual training in evaluation techniques including how to conduct class visits, interpreting student ratings, and administering Small Group Instructional Diagnoses (SGIDs).

17.8.2 The evaluation training shall be mandatory for supervisors of evaluation teams effective fall 2009. The supervisors will provide orientation prior to or in conjunction with the initial team meeting for team members who have not been oriented within the prior three years.

17.9 Evaluation Team

17.9.1 The evaluation team shall consist of the supervisor and two (2) tenured bargaining unit members; one selected by the bargaining unit member undergoing evaluation and the other selected by the supervisor.

17.9.2 The supervisor is the team leader and shall be responsible for communications between the bargaining unit member and the team, assigning evaluation workload to team members, ensuring compliance with process and timelines, distributing and gathering forms, coordinating meetings, and submitting the final report to the vice president.

17.9.3 Team Conduct and Meetings: The evaluation team shall conduct its evaluation in confidence. Team members shall not discuss a bargaining unit member's performance with anyone not directly involved in the process.

17.10 Process

17.10.1 Notification: Prior to the end of the first week of the semester the supervisor shall provide the bargaining unit member with the Evaluation Notification Form in the appendix.

17.10.2 Team Selection: Prior to the end of the second week of the semester, the evaluation team shall be identified. If the bargaining unit member being evaluated does not provide a name to the supervisor, the second member of their team will be appointed by the bargaining unit member's supervisor.

17.10.3 Initial/Orientation Meeting: Prior to the end of the fifth week, the evaluation team shall meet with the bargaining unit member being evaluated to discuss the purpose,

criteria, procedures, and timelines for the evaluation. The team, with input from the bargaining unit member being evaluated, will identify colleagues and staff who are in positions to comment on his/her job performance. Team member orientations shall be held prior to or in conjunction with this meeting.

- 17.10.3.1 Probationary/Temporary Faculty (excluding the preschool teachers): The probationary bargaining unit member shall be evaluated using student evaluations and the SGID process, classroom visits, colleague and supervisor feedback, and a self-evaluation packet as provided in the appendix.
- 17.10.3.2 Regular Faculty: Regular faculty shall be evaluated using student evaluations (or the bargaining unit member may request an SGID in place of the student evaluations), colleague and supervisor feedback and the self-evaluation packet as provided in the appendix.
- 17.10.3.3 Preschool Teachers: Preschool teachers shall be evaluated using parent feedback forms, colleague and supervisor feedback, and classroom evaluations using the designated forms in the appendix.
- 17.10.4 Observation and Feedback Reports: Between the first day of the eighth week and the last day of the tenth week of the semester, the evaluation team shall conduct worksite observations and/or distribute and collect the colleague and student feedback surveys as specified in the appendix.
 - 17.10.4.1 For distance learning classes, the supervisor shall initiate a request to the appropriate support staff to link the survey to the specified course(s) beginning in the eighth week.
 - 17.10.4.2 Self Evaluation Due: Prior to the end of the tenth week of the semester, the bargaining unit member shall submit his/her self-evaluation packet to the supervisor.
 - 17.10.4.3 For distance learning classes, at the end of the tenth (10th) week of the semester, the supervisor shall request the survey results from the appropriate support staff.
- 17.10.5 Consensus Meeting: Prior to the end of the twelfth week, the evaluation team shall meet to review all documents and prepare the Evaluation Report in the appendix.
- 17.10.6 Special Meeting(s): At anytime during the evaluation process a team member may meet with the bargaining unit member to gain clarification and understanding. The purpose of this meeting is to ensure each team member fully understands the issue(s) and has provided due consideration for fairness.
- 17.10.7 Final Meeting: Prior to the end of the fourteenth week of the semester, the team shall meet with the bargaining unit member to review the Evaluation Report; its findings and recommendation. The bargaining unit member shall be provided a copy of the report.
- 17.10.8 Administrative Review and Approval: After signature by the team members and the bargaining unit member, the final written evaluation and attachments shall be

forwarded to the appropriate vice president for review and signature.

17.10.8.1 The appropriate vice president shall make a recommendation to the superintendent/president.

17.10.8.2 The superintendent/president shall make a final recommendation to the Board of Trustees.

17.10.9 Personnel File: One copy of the final evaluation report shall be provided to the bargaining unit member and the original shall be placed in the bargaining unit member's personnel file. No other copies, drafts and materials shall be maintained outside the office of human resources.

17.10.9.1 If the overall rating is satisfactory then only the evaluation report need be included, all observation and feedback reports shall be destroyed pursuant to district policy.

17.10.9.2 If the overall rating is unsatisfactory, then all feedback and observation reports shall be retained in the office of human resources in a separate file.

17.11 Classroom/Worksite Visit

17.11.1 Classroom worksite visits are required for all probationary faculty. They are optional for regular faculty with the exception of faculty who have not been observed (at least once) teaching in the distance learning modality.

17.11.11.1 Purpose: The purpose of classroom/worksite visits is to observe the bargaining unit member in the performance of his/her assignment and to provide feedback to the bargaining unit member.

17.11.11.2 Each evaluation team member shall schedule with the bargaining unit member a time to make a 50-minute class/worksite visit. After the visit, the evaluator shall complete the classroom/worksite observation form (in the appendix) and meet with the bargaining unit member to review the results.

17.11.11.3 The bargaining unit member shall sign the form acknowledging the review and may indicate agreement with the content or may, within seven (7) days, submit a written response to the visitation evaluation form.

17.11.11.4 Each team member shall perform at least one classroom or worksite observation of a primary duty. Every attempt shall be made for the evaluators to observe different class sections or courses. If the bargaining unit member's load includes distance learning classes, then at least one of the observations shall include a distance learning class.

17.11.11.5 In the case of counselors and other academic specialists, at least one worksite visitation shall include an observation of an activity relevant to his or her primary duty such as a counseling session or in-group session. If the load includes instruction, then at least one observation

shall be a classroom visit.

17.11.11.6 All classroom/worksite/SGID evaluation forms shall be submitted to the supervisor no later than the end of the 11th week of the semester.

17.12 Student/Client Evaluations

- 17.12.1 The purpose of student/client feedback is to obtain input from students/clients pertaining to the bargaining unit member's effectiveness.
- 17.12.2 For probationary faculty, at least one evaluation shall be by the SGID method.
- 17.12.3 The forms shall be distributed to students/clients of the bargaining unit member being evaluated.
- 17.12.4 Distance learning classes will be evaluated using the distance learning student evaluation form (in the appendix) posted to the bargaining unit member's site on the district's course management system.
- 17.12.5 Except where otherwise specified, team members shall administer the student survey process and, when appropriate, conduct student SGID's.
- 17.12.6 The supervisor shall collect the forms and submit the student survey forms and have them tabulated and processed.
- 17.12.7 The supervisor will distribute the computer printouts of numerical data from the student evaluation form to the evaluation team members and the bargaining unit member for review and discussion.
 - 17.12.7.1 In order to maintain student confidentiality, written comments on student ratings forms will not be returned to the person being evaluated until the end of the semester and after grades have been submitted. Only the person being evaluated, the evaluation team, and the appropriate clerical personnel shall see written comments on student ratings forms.
- 17.12.8 Within seven (7) days from date of distribution, the person being evaluated shall submit a written response on the appropriate form to the student ratings and SGID reports, which shall be attached to the numerical printouts for distribution to team members.
- 17.12.9 Any reference to student ratings in the final written evaluation shall be based upon the student evaluation forms and the SGID(s).
- 17.12.10 Student/client surveys may be distributed before or after classroom observations.

17.13 Colleague Feedback

- 17.13.1 Colleague feedback forms in the appendix are used to gather input from colleagues and staff.
- 17.13.2 The supervisor shall distribute the colleague feedback forms to the persons

identified during the initial meeting and collect the completed forms.

- 17.13.3 Colleague feedback forms shall include the name and signature of the person completing the form. Anonymous forms shall be discarded and not considered for evaluation.
- 17.13.4 The bargaining unit member undergoing evaluation shall not have a right to see the names of the person(s) completing the feedback. The supervisor shall ensure that the bargaining unit member undergoing evaluation does not view the name(s) of the person(s) completing the feedback forms.

17.14 Evaluation Report

- 17.14.1 The evaluation report shall accurately describe the evaluation process used, evaluation activities engaged in by the bargaining unit member and significant findings according to the criteria listed in this Article and the overall assessment reached by the team of how well the bargaining unit member meets the criteria. The Evaluation Report shall include a recommendation based upon the findings.
- 17.14.2 Conclusions reached by the team shall be based on direct observation and feedback documentation gathered during the evaluation. The team may consider documented complaints or concerns as well as commendations that have been previously shared with the bargaining unit member and are part of the bargaining unit member's personnel file.
- 17.14.3 Second-hand information, hearsay, and unsubstantiated complaints shall not be considered by the team or included in the evaluation report.
- 17.14.4 All members of the evaluation team must sign the evaluation report. If a member of the evaluation team is not in agreement with the assessment of the other team members, the dissenting member may attach a statement giving the reason(s) for the disagreement.
- 17.14.5 The bargaining unit member being evaluated shall acknowledge receipt of the evaluation report by signature and may, within eight (8) days after receipt of the report, submit a written response to it, which shall be attached. A copy of the evaluation report shall be provided to the bargaining unit member.
- 17.14.6 Recommendations - Pursuant to the provisions of the Education Code sections 87606, 87608.5, and 87609:

Satisfactory Evaluations:

- 17.14.6.1 Regular Faculty: An overall satisfactory rating requires no further action.
- 17.14.6.2 Probationary Faculty: An overall satisfactory rating during the first three years shall result in a recommendation to re-hire. An overall satisfactory rating during the fourth year shall result in a recommendation to award tenure.

Unsatisfactory Evaluations:

- 17.14.6.3 Regular Faculty: An overall unsatisfactory rating may result in one or

more of the following:

- a) a recommendation for an off-cycle evaluation
- b) development and measurement of specific goals for improvement
- c) additional training

17.14.6.4 Probationary Faculty: An overall unsatisfactory rating may result in an off-cycle evaluation, additional mentoring/training or recommendation not to reemploy/not to award tenure pursuant to provisions in the Education Code. The vice president's decision regarding an unsatisfactory evaluation will be based on the severity of the noted deficiencies, previous evaluations. The appropriate vice president will provide the bargaining unit member an opportunity to meet and discuss the unsatisfactory evaluation.

17.15 Procedural Compliance

17.15.1 It is the intent of the procedures and timelines defined in this Article to provide effective, meaningful, and fair evaluations of bargaining unit members. Every effort shall be made to comply with the defined process and timelines of this Article.

17.15.2 The parties recognize there will be occasions when a timeline or process may not apply to a particular bargaining unit member's situation or that it may be inadvertently misapplied or overlooked.

17.15.3 If non-compliance is due to a unique assignment or to an accidental oversight, then the supervisor shall immediately notify the director of human resources who in turn shall notify the Faculty Association to meet and confer. The district, bargaining unit member and Faculty Association shall agree to a modified process and/or timeline.

17.15.4 Any delays resulting from procedure or timeline non-compliance shall not be held against the bargaining unit member and every effort should be made to implement a modified process, which is fair and has the least adverse impact on the bargaining unit member.

17.15.5 Failure to comply with a procedure or timeline shall not result in a probationary bargaining unit member automatically acquiring tenure.

17.16 Off Cycle Evaluations

17.16.1 The appropriate vice president may authorize an off cycle evaluation of a bargaining unit member based upon substantiated complaints that a bargaining unit member's performance is less than satisfactory in the areas delineated in Section 17.3; or, when a bargaining unit member receives an overall unsatisfactory rating during a periodic evaluation.

17.16.2 When the vice president authorizes an off cycle evaluation it will be limited to those areas in which deficiencies were delineated in Section 17.3.

17.16.3 The evaluation process/timelines as outlined in this article for regular evaluations shall be followed in the off cycle evaluation, except that feedback forms and SGID

shall be limited to address only the areas noted for review.

- 17.16.4 Materials gathered in previous evaluations may be used in the initial meeting of the off cycle evaluation.
- 17.16.5 If the off cycle evaluation is the result of an overall unsatisfactory rating during a periodic evaluation, then the same team shall perform the off cycle evaluation unless, the bargaining unit member requests a team change. The bargaining unit member shall have the right to change the faculty team members. Selection of replacement team members shall be determined in the same manner as described for the regular evaluation.
- 17.16.6 If the bargaining unit member requests a new administrator, then the appropriate vice president may appoint a different administrator to conduct the off cycle evaluation.
- 17.16.7 The evaluation team shall work constructively with the person being re-evaluated to encourage improvement. The techniques involved shall include consultation and may include class visits, recommended course work, review of literature, arrangement for updating of background, staff development activities, and any other appropriate activities agreed upon by the team.

17.17 Grievance Process

- 17.17.1 The contents of evaluations of tenured bargaining unit members are not subject to the grievance procedures set forth in Article 6. The procedures of Article 6 shall apply to any allegation that the specific procedures contained herein have been misinterpreted, misapplied or violated. However, nothing in the procedures contained in Article 6 shall be construed to permit revision of the contents of any evaluation.
- 17.17.2 Allegations that the District, in a decision not to reappoint a probationary bargaining unit member, violated, misinterpreted or misapplied any of the procedures contained in this article shall be classified and procedurally addressed as grievances. They shall thereafter be processed in accordance with this article. Article 6 shall not apply.

17.17.3 General Provisions

- 17.17.3.1 A “grievance” as used in this article only is a formal written allegation that the District, in a decision not to offer a probationary bargaining unit member a second or third contract, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of the probationary bargaining unit member.
- 17.17.3.2 A “grievance” is also a formal written allegation that the District, in a decision denying tenure to a probationary bargaining unit member employed under a third contract, acted unreasonably or violated, misinterpreted, or misapplied, any of its policies and procedures concerning the evaluation of the probationary bargaining unit member.
- 17.17.3.3 A “grievant” as used in this Article is a probationary bargaining unit

member denied reappointment or tenure.

17.17.4 Level One — Written Grievance

17.17.4.1 Within ten (10) days of receiving the Board of Trustees official written notice, the grievant must present his/her grievance in writing to the appropriate vice-president.

The grievance shall:

- (a) be specific;
- (b) contain a synopsis of the facts supporting the allegation;
- (c) identify the specific policy or procedure of this article which is alleged to have been violated;
- (d) contain the date of the alleged violation;
- (e) state the remedy requested; and
- (f) be signed by the grievant.

17.17.4.2 The vice president shall communicate his/her decision to the bargaining unit member in writing within ten (10) days after receiving the grievance. If the vice president does not respond within the time limits, the grievant may appeal to the next level.

17.17.5 Level Two — Arbitration

17.17.5.1 If the grievant is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within ten (10) days after submission of the grievance to the vice president, the grievant may, within an additional five (5) days, request in writing that the grievance be submitted to arbitration.

17.17.5.2 The grievant and the District shall attempt to agree upon an advisory arbitrator. If no agreement can be reached, they shall request the California State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools and community colleges. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the advisory arbitrator. The order of the striking shall be determined by lot. If the arbitrator will not be available within sixty (60) days, the parties shall secure another list and repeat the selection.

17.17.5.3 The arbitrator shall be without power to grant tenure, except for failure to give notice on or before March 15 pursuant to subdivision (b) of Education Code Section 87610. The arbitrator may issue an appropriate make-whole remedy, which may include, but need not be limited to, back pay and benefits, reemployment in a probationary position, and reconsideration.

17.17.5.4 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the procedures of this article in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the parties in the presence of each other and

upon arguments presented in briefs, if any. The arbitrator shall consider and decide only on the specific issues submitted in writing and shall have no authority to make a decision on any other issue not so submitted.

17.17.6 Arbitrator's Decision and Board Review

17.17.6.1 The arbitrator's decision will be in writing and will set forth all findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any recommendation which requires the commission of any act prohibited by law or which violates any term of this Agreement. The arbitrator in no case shall make any recommendation inconsistent with District duties, responsibilities, or obligations as such are prescribed in state or federal law. The decision of the arbitrator will be submitted to the Board of Trustees, the Superintendent/President of the college, the grievant, and the Association.

17.17.6.2 The decision of the arbitrator shall be in the form of a recommendation to the Board of Trustees. The Board shall render a decision on the matter within thirty (30) days after receiving the arbitrator's decision. Such decision shall be final and binding on all parties. If the Board does not render a decision within the time specified, it shall be deemed to have adopted the decision reached by the vice president at Level One.

17.17.6.3 Arbitration Costs: The district will incur the cost of arbitration for grievances under this section of this article.

17.18 Evaluation Forms to be used in this article shall be developed by a joint Adhoc Committee during summer 2009 and completed no later than August 7, 2009.

ARTICLE 18

FACULTY LOAD

18.1 Load

18.1.1 A bargaining unit member's load assignment shall be based upon a Full-Time Load (FTL), which is equivalent to teaching fifteen (15) lecture hours weekly each semester during the regular contract year. The scale in Section 18.3 defines the FTL for all types of assignment. Combinations of types of assignments shall be calculated by the percentage of each type with a full-time load equivalent to 1.00 FTL. The acceptable range for 1.00 FTL shall be from .97 FTL to 1.023 FTL. It is the intent for bargaining unit members to average 1.00 FTL per academic year. However, when it is not possible to equal the minimum of the range, load shall be averaged over not more than three (3) semesters, including summer session, if scheduled, within the three semester period.

18.1.2 Preparation time: The district recognizes the value of adequate preparation time to maintain quality of instruction and services. Instructional activities are identified as lecture, lab, or activity. Lecture courses shall recognize preparation time as determined in Article 16 at a ratio of 1:1 (1 hour of lecture will have 1 hour of preparation); Lab courses shall have a ratio of 1:.88 (1 hour of lab will have 53 minutes of preparation); Activity courses shall have a ratio of 1:.71 (1 hour of activity will have 43 minutes of preparation); Non-credit courses and preschool teacher assignments will not have recognized preparation time. Service activities are identified by assignment and shall include preparation time in a ratio of 1:6 (1 hour service activity will have 10 minutes of preparation)

18.2 Workweek Load

The District professional service workweek shall be 37 hours; 30 hours per week is designated for duties associated with the primary assignment(s) - a combination of assignment and preparation time as specified in 18.1.2; plus 5 hours which are designated as office hours; and, 2 hours per week for professional activities/college service.

18.3 Load Assignments and Calculations

Effective July 1, 2008, the load calculation form in the appendix shall be used to determine load.

18.3.1 An instructor's load assignment shall be based upon a Full-Time Load (FTL), which is equivalent to teaching fifteen (15) lecture hours weekly each semester during the regular contract year. The scale in Section 18.3.3 defines the FTL for all types of instruction. Combinations of types of instruction shall be calculated by the percentage of each type of instruction with a full-time load equivalent to 1.00 FTL. The acceptable range for 1.00 FTL shall be from .97 FTL to 1.023 FTL. However, when it is not possible to equal the minimum of the range, load shall be averaged over not more than three (3) semesters, including summer session, if scheduled, within the three semester period.

18.3.2 <u>Types of Instruction</u>	<u>Full Time Load</u>
Lecture Hours (Credit)	15 hours/week = 1.00 FTL
Laboratory Hours (Credit)	17 hours/week = 1.00 FTL
Activity and Athletics Hours (Credit)	21 hours/week = 1.00 FTL
Physical Fitness and Swimming	21* hours/week = 1.00 FTL
Non-credit hours	37**hours/week = 1.00 FTL
Preschool Teachers	37 hours/week = 1.00 FTL

* (23 clock hours)

**Effective January 1, 2002, for employees new to the District

18.4 Lab Load Credit

For an employee to receive laboratory load credit, he/she: (1) must be the instructor of record in a laboratory setting with line-of-sight contact; (2) must be responsible for the schedule(s) of assignments and the development of appropriate instructional materials for his/her students; and (3) must assign a grade for the laboratory.

18.5 Independent Projects

An employee teaching independent projects as approved by the supervising administrator, whether for individual students or for small groups, for which she/he assumes normal grading and record keeping responsibilities, shall receive one (1) lecture hour credit for each 15 student units (for example, five [5] students enrolled for three [3] credits each would equal one lecture hour credit) or fraction thereof. The faculty member will be paid at his/her hourly rate using the Overload and Extra Assignment Salary Schedule (Appendix G). This does not apply if independent projects are an overlay with a class that is already part of load since these students shall be counted when calculating class size.

18.6 Load Adjustment for Specific Courses

Courses (identified exclusively as English 100, 101, 102, 103, 104, 106, 300, 301, 305, 501, 506, 507, and Philosophy 114) which have the improvement of student writing identified as the primary goal of the course and have student papers designed to meet this goal assigned on a regular basis, shall have load computed at the rate of .072 FTL for each lecture hour. Writing lab assignment hours shall be computed at the standard activity rate. Newly developed courses which meet the above criteria and are approved by the associate superintendent/vice president, academic affairs, shall be included in this article.

18.7 Overload Assignments

18.7.1 Overload assignments are voluntary, unless the excess is to balance an annual load required for the employee.

18.7.2 Overload assignments may not exceed .40 FTL in any semester unless approved by the appropriate vice president.

18.7.3 Except where necessary to balance an annual load, no overload assignments will be granted or assigned to any faculty member whose most recent evaluation is less than satisfactory.

18.8 Short-Term Classes

Short-term classes, which are classes less than semester or term-length, can be counted as part of an instructor's contract load.

18.9 Evaluation of Part-time Faculty

Employees shall participate in the evaluation of part-time faculty members within the same Faculty Service Area (FSA) and shall complete at least two (2) evaluations of part-time faculty members per academic year. In a given semester, if there are too few part-time faculty within the employee's FSA to evaluate, then the employee may not be able to fulfill the requirement of two evaluations per academic year. However, in order to provide each part-time faculty member with an evaluator, employees may be asked to evaluate a part-time faculty member whose discipline is outside of the evaluator's FSA. For each completed evaluation of a part-time faculty member, the employee shall receive a stipend.

18.10 Accreditation

Participation in college and program accreditation processes is a professional responsibility of employees.

18.11 Distance Learning

18.11.1 Course Development and Compensation

- A. The faculty member and the associate superintendent/vice president, academic affairs, in consultation with the faculty member's immediate supervisor and director, learning resources, will determine the need for a new online course. If a new online course is deemed appropriate, the type and amount of compensation for the development of course materials and proprietary and economic issues, if any, will be agreed upon by the faculty member and the associate superintendent/vice president, academic affairs, using criteria established by the office of academic affairs. The associate superintendent/vice president, academic affairs, shall provide to the faculty member a written record of the agreement as to the type and amount of compensation for the development of course materials for a new online course.
- B. As part of the agreement with the associate superintendent/vice president, academic affairs, the instructor shall agree to meet a one semester timeline for development of the course unless another timeline is agreed to by the associate superintendent/vice president, academic affairs, and director, learning resources. The faculty member who develops the course will participate in training in the use of the Internet and [Blackboard.com](https://blackboard.com) or whatever provider or resource the District has designated, unless he or she can demonstrate proficiency in the skills necessary to teach online courses to the satisfaction of the director, learning resources. The faculty member will also work with Media Services, as needed, for technical assistance.

18.11.2 Teaching Requirements

Prior to teaching online, an instructor shall demonstrate the skills necessary to teach online courses to the satisfaction of the Associate Dean, learning resources.

18.11.3 Additional Compensation for Teaching an Online Course

A. Course Developer - There will be no additional compensation for teaching the online course the first time it is offered unless it has been determined as part of the agreement to develop the course (see Section 18.1 0.A, above).

B. Any Other Instructor - If an instructor has never taught online before, the instructor will receive a \$1,000 stipend the first time he/she teaches online.

18.12 Class Size

The course offering is subject to District policy regarding minimum class size in order for a class to be offered. The Course Master will govern the maximum enrollment of a class; however, the instructor may choose to add students beyond the course maximum number.

18.13 Instructor Load Limitation

An instructor may teach no more than 60% of his or her full-time load in distance learning classes/sections in any semester.

18.14 Reassigned Time

The office of the associate superintendent/vice president academic affairs will provide a list of all reassigned time assignments to the Association each year during the second week of November and the first week of April (COU 102R1 report). The list shall include the reassigned time FTE, the name of the faculty member receiving reassigned time, the duration of reassigned time, and the purpose of reassignment.

When an employee is given and/or accepts reassigned time from the District, he/she shall be informed prior to the start of the assignment at least the following: (1) Dates of the assignment; (2) FTE for the assignment; (3) duties for the assignment; and (4) performance evaluation methods.

18.15 Past Practices

Past practices will continue and prevail on all matters pertaining to workload and class size not covered in this article.

ARTICLE 19

TRANSFER

19.1 A transfer is the reassignment of an employee from one college service area or department to another college service area or department or to another work location based on the needs of the District as determined by the superintendent/president or his/her designee. A transfer may be either voluntary, administrative, or emergency. Excluded from the definition of transfer is the movement from one salary schedule to another salary schedule.

19.2 Voluntary Transfer

The Faculty Association will be notified of all bargaining unit positions approved for recruitment and therefore eligible for a voluntary transfer.

19.2.1 An employee shall file a written transfer request on the District's voluntary transfer form (in the Appendix) with the district human resources office. The director, human resources, shall notify the associate superintendent/vice president, academic affairs, and/or the vice president, student development and services, of the request.

19.2.2 The voluntary transfer form must be received in the office of human resources at least five working days prior to the closing date of any open recruitment.

19.2.3 If a completed voluntary transfer form is received, that request will be considered, and the appropriate vice president shall make the final recommendation to the superintendent/president on the transfer. The following criteria (in no ranked order) will be considered in the final determination and include but not be limited to: input from existing and potential disciplines and/or departments; education and experience, recency of teaching/experience in the assignment requested.

19.2.4 The affected employee and the Association shall be given written notice of the final decision within thirty (30) days.

19.3 Administrative Transfer

An employee may be transferred on a temporary or permanent basis at any time such transfer is necessary to meet the needs of the District. The District may consider volunteers and the equity of assignment of employees.

19.3.1 The District will consult with the receiving department.

19.3.2 The affected employee and the Association shall be given written notice fifteen (15) days prior to the final decision in order to schedule a meeting to discuss the transfer. The District shall consider the preferences of the transferee when making such assignment; however, the needs of the District shall be paramount.

The District will consider the wishes of the senior employee when making a transfer.

19.4 Emergency Transfer

The District can make emergency transfers when a vacancy occurs during a semester or immediately before the beginning of a semester. The District may temporarily place a qualified employee in such vacancy for the remainder of the semester without regard to other transfer requirements of this article.

APPENDIX

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20. Memorandum of Understanding – SLO Liaison stipends signed October 14, 2009

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

FACULTY CONTRACT SALARY SCHEDULE

JULY 1, 2007

4.53% COLA ONLY
 6.5% between columns
 3.4% between steps up to 12
 3.2% between steps 12 and after

<u>STEP</u>	<u>COLUMN I</u>	<u>COLUMN II</u>	<u>COLUMN III</u>	<u>COLUMN IV</u>
1	45,761	48,736	51,904	55,278
2	47,317	50,393	53,669	57,157
3	48,926	52,106	55,493	59,100
4	50,589	53,877	57,379	61,109
5	52,309	55,709	59,330	63,186
6	54,088	57,604	61,348	65,336
7	55,927	59,562	63,434	67,557
8	57,829	61,588	65,591	69,854
9	59,795	63,682	67,821	72,229
10	61,828	65,847	70,127	74,685
11	63,930	68,085	72,511	77,224
12	66,104	70,401	74,977	79,851
ANNIVERSARY INCREMENTS				
14	68,219	72,653	77,375	82,404
16	70,402	74,978	79,852	85,042
18	72,655	77,378	82,408	87,765
20	74,980	79,854	85,045	90,573
22	77,379	82,409	87,766	93,471
24	79,855	85,046	90,574	96,461

The salary quoted on this salary schedule is for a full-time regular contract year assignment of 175 days.

COLUMN DEFINITIONS FOR SALARY PLACEMENT

- | | | |
|------------|-----|--|
| COLUMN I | (A) | An appropriate and valid California community college life credential. |
| COLUMN II | (A) | Master's degree from an accredited institution. |
| | (B) | Bachelor's degree plus 2 years' professional experience and appropriate certification to practice or licensure if available. |
| | (C) | Associate degree from an accredited institution plus 6 years professional experience and appropriate certification to practice or licensure if available. |
| | (D) | Bachelor's degree plus 30 semester units and an appropriate and valid California community college life credential. |
| | (E) | Bachelor's degree and California standard designated subjects (vocational life credential) or an appropriate and valid California community college life credential. |
| COLUMN III | (A) | Master's degree plus 18 semester units after issuance of master's degree from an accredited institution. |
| | (B) | Bachelor's degree plus 60 semester units after issuance of bachelor's degree from an accredited institution plus 2 years' professional experience and appropriate certification to practice or licensure if available. |
| | (C) | Bachelor's degree plus 60 semester units after issuance of bachelor's degree from an accredited institution plus an appropriate and valid California community college life credential. |
| COLUMN IV | (A) | Master's degree plus 36 semester units after issuance of master's degree from an accredited institution. |
| | (B) | Bachelor's degree plus 90 semester units after issuance of bachelor's degree from an accredited institution plus 2 years' professional experience and appropriate certification to practice or licensure if available. |
| | (C) | Bachelor's degree plus 90 semester units after issuance of bachelor's degree from an accredited institution plus an appropriate and valid California community college life credential. |

DOCTORAL STIPEND

Full-time faculty who have an earned doctorate from an accredited institution will be placed at Column IV and will receive a doctoral stipend of not more than \$1,577 above placement at Column IV. Faculty who work less than full time or less than 175 days shall have the doctoral stipend prorated at the same ratio that their yearly employment bears to full-time yearly employment.

It is the responsibility of the employee to notify the director, human resources, in writing, when she/he has met stipend requirements. Verification in the form of official transcript must be submitted prior to the beginning of the semester in which the stipend is requested.

INITIAL SALARY PLACEMENT

1. It shall be the responsibility of the faculty member at the time of initial date of hire by the college to present an official and complete transcript of all units successfully completed. It shall also be the

responsibility of the faculty member at the time of initial date of hire to present verification of experience if appropriate and required. Salary schedule placement must be based upon degrees, semester units, and/or experience presented at that time and shall be final. All documents are subject to approval of the District.

2. Initial date of hire as used herein shall mean the first day the faculty member is required by contract to perform services for the District.
3. Quarter units are multiplied by $2/3$ to determine semester unit equivalent.
4. Semester units credited for salary placement must be with a grade of "C" or better, or pass/credit.
5. The faculty member will be notified by the office of human resources of his/her initial salary placement. If all appropriate documentation for salary placement has been submitted and he/she believes his/her initial salary placement is in error, it is the faculty member's responsibility to notify the office of human resources within 14 calendar days of notification to request a reevaluation of salary placement. Failure to notify shall cause salary placement to be final for the entire semester or summer session of service.
6. Step and column placement shall be based on Allan Hancock College part-time faculty services and for out-of-district faculty experience at an accredited education institution or applicable work experience directly related to the academic assignment at the time of initial employment. Such experience shall not exceed seven years; therefore the highest placement on the salary schedule shall be step 8. However, consideration of initial placement at step 9 will be given to a candidate who has received tenure at another accredited college or university.
 - a. Occupational experience directly related to the employee's academic assignment in the District will be accredited as follows: for each two (2) years of previous full-time related occupational experience, one (1) step advancement will be granted. The experience must be beyond the occupational experience needed to satisfy minimum qualification requirements.
 - b. Employees hired as a contract regular employee shall receive one-step advancement for each year of full-time teaching experience.
 - c. Employees with no previous experience will be placed at step 1.

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

PARENT PARTICIPATION NURSERY & DAY CARE CENTER SALARY SCHEDULE

JULY 1, 2007

4.53% COLA
 3.3% Between Steps 16-22
 4.97% Between all Other Steps
 4.97% Between Columns

	<u>STEP</u>	<u>COLUMN I</u>	<u>COLUMN II</u>	<u>COLUMN III</u>
1.0453	1	22,680	23,807	24,990
	2	23,807	24,990	26,232
	3	24,990	26,232	27,536
	4	26,232	27,536	28,905
	5	27,536	28,905	30,342
	6	28,905	30,342	31,850
	7	30,342	31,850	33,433
	8	31,850	33,433	35,095
	9	33,433	35,095	36,839
	10	35,095	36,839	38,670
	11	36,839	38,670	40,592
	12	38,670	40,592	42,609
	13	40,592	42,609	44,727
	14	42,609	44,727	46,950
	ANNIVERSARY INCREMENTS			
	16	44,015	46,203	48,499
	18	45,467	47,727	50,099
	20	46,967	49,301	51,751
	22	48,517	50,928	53,459
	24	50,118	52,609	55,224

COLUMN REQUIREMENTS:

COLUMN I Teacher with a provisional instructional permit. Teacher with a regular children's center permit; but with less than a bachelor's degree.

COLUMN II Teacher with a bachelor's degree. Teacher with instructional permit issued on a postponement of requirements.

COLUMN III Teacher with a bachelor's degree and regular instructional permit issued for children's center

The salary quoted on this salary schedule is for a full-time regular contract year assignment of 175 days.

PROCEDURES FOR SALARY PLACEMENT AND ADVANCEMENT

For initial placement of faculty personnel on this salary schedule, the following criteria are used for the evaluation of the individual's education and experience.

1. The maximum credit granted for out-of-district experience is seven (7) years. The maximum entry step is 8. However, consideration of initial placement at step 9 will be given to a candidate who has received tenure at another accredited college or university.
2. Prior teacher experience is granted full credit based on a 10-month school year up to the maximum allowable. Part-time hourly credit will be based on 1,062 hours being equivalent to one 10-month school year.
3. Each year of experience advances the candidate one step on the schedule. This advancement is considered as a "merit" step increase.
4. It shall be the responsibility of the faculty member at the time of initial employment by the college to present a complete official transcript of all academic work from a accredited college/university and verification of occupational experience as well as appropriate California children's center permit. Salary placement shall be based upon education, appropriate occupational experience, and type of children's center permit presented at that time and shall be final.

COLUMN ADVANCEMENT

It is the responsibility of the instructor to notify the director, human resources, in writing, when she/he has met requirements to move to a higher pay column. Verification must be submitted prior to the beginning of the semester in which the change is requested.

PART-TIME EMPLOYMENT

Teachers working less than 60% of the full-time assignment will be paid at the rate of \$9.46 per hour regardless of possible placement on the above schedule.

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT
OVERLOAD AND EXTRA ASSIGNMENT SALARY SCHEDULE

4.53% Increase

FALL 2007

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	COLUMN VII	
1.0453	1	31.46	33.88	34.89	36.64	38.47	40.40	42.82
	2	32.99	35.43	36.49	38.32	40.23	42.24	44.78
	3	34.53	36.95	38.06	39.96	41.96	44.06	46.70
	4	36.04	38.46	39.63	41.60	43.67	45.87	48.16
	5	37.63	40.02	41.23	43.29	45.46	47.72	50.58
	6	39.14	41.57	42.92	44.96	47.22	49.58	52.54
	7	40.55	43.06	44.34	46.57	48.90	51.35	54.43

SS17

To determine overload and extra assignment pay, hourly rate times "B" factor of 257 for fall and spring semesters equals base amount. Base amount times overload/reassigned FTE equals pay. (Summer factor to be determined.)

Column Definitions For Salary Placement

- Column I (A) All noncredit bargaining unit instructors regardless of education and experience
- (B) All credit Instructors who hold an appropriate and valid California community college life credential and who cannot qualify at a higher column level
- Column II (A) Associate degree from an accredited institution and 6 years' professional experience and appropriate certification to practice or licensure if available
- (B) Associate degree or high school diploma plus 30 semester units from an accredited institution of higher education **and** appropriate and valid California community college life credential in a specific vocational subject matter
- Column III (A) Bachelor's degree from an accredited institution and 2 years' professional experience and appropriate certification to practice or licensure if available.
- (B) Bachelor's degree from an accredited institution and appropriate and valid California community college life credential in a specific vocational subject matter
- Column IV (A) Master's degree from an accredited institution
- (B) Bachelor's degree plus 30 semester units after issuance of bachelor's degree from an accredited institution
- (1) plus 2 years' professional experience and appropriate certification to practice or licensure if available
- OR**
- (2) plus an appropriate and valid California community college life credential in a specific vocational subject matter

- Column V (A) Master's degree plus 18 semester units after issuance of master's degree from an accredited institution
- (B) Bachelor's degree plus 60 semester units after issuance of bachelor's degree from an accredited institution
- (1) plus 2 years' professional experience and appropriate certification to practice or licensure if available
- OR**
- plus an appropriate and valid California community college life credential in a specific vocational subject matter

- Column VI (A) Master's degree plus 36 semester units after issuance of master's degree from an accredited institution
- (B) Bachelor's degree plus 90 semester units after issuance of bachelor's degree from an accredited institution
- (1) plus 2 years' professional experience and appropriate certification to practice or licensure if available
- OR**
- (2) plus an appropriate and valid California community college life credential in a specific vocational subject matter

- Column VII (A) Doctoral degree from an accredited institution

PROCEDURES FOR INITIAL COLUMN PLACEMENT FOR OVERTIME AND EXTRA ASSIGNMENT

1. It shall be the responsibility of the faculty member at the time of initial date of hire by the college to present an official and complete transcript of all units successfully completed. It shall also be the responsibility of the faculty member at the time of initial date of hire to present verification of experience if appropriate and required. Salary schedule placement must be based upon degrees, semester units and/or experience presented at that time and shall be final. All documents are subject to approval of the District.
 - a. If appropriate documentation cannot be presented upon initial date of hire, the faculty member shall be placed at column I, step 1. The faculty member must submit appropriate documentation within six (6) weeks of initial date of hire.

If documentation cannot be presented in six weeks, an extension may be granted by the director, human resources, except that the extension cannot extend beyond the semester or summer term of initial employment.
 - b. If appropriate documents are submitted, the faculty member will be placed on the appropriate column of the salary schedule with salary adjusted retroactive to initial date of hire.
 - c. If appropriate documentation cannot be submitted, the faculty member's employment with the District shall be terminated. In such case, the faculty member can only be reemployed if he/she submits all appropriate documentation by the new initial date of hire.
2. Initial date of hire as used herein shall mean the first day the faculty member is required by contract to perform services for the District.
3. Quarter units are multiplied by 2/3 to determine semester unit equivalent.
4. Semester units credited for salary placement must be with a grade of "C" or better or pass/credit.

5. The faculty member will be notified by the office of human resources of his/her initial salary placement. If all appropriate documentation for salary placement has been submitted and he/she believes his/her initial salary placement is in error, it is the faculty member's responsibility to notify the office of human resources within 14 calendar days of notification to request a reevaluation of salary placement. Failure to notify shall cause salary placement to be final for the entire semester or summer session of service.

COLUMN ADVANCEMENT

1. Faculty who take course work in their field of authorized instructional or noninstructional assignment from an accredited college or university at the upper division or graduate level will be advanced into column III through column VI without prior approval. The request for advancement should be submitted in writing directly to the office of human resources.
2. All course work taken by faculty for advancement into column III through column VI which is lower division or outside of the faculty member's field of authorized instructional or noninstructional field must be approved in writing in advance of enrollment by the vice president, academic affairs, or the vice president, student services. It must be demonstrated that a lower level course or course work outside of the faculty member's authorized field will contribute to the improvement of the quality of the instructional or noninstructional area.
3. Any course work under staff development/flex day activities does not count toward column advancement.
4. In all instances, it is assumed that courses offered for advancement are part of a program calculated to improve the effectiveness of the faculty member.
5. It is the responsibility of the faculty member to notify the director, human resources, in writing when he/she has met requirements to move to a higher pay column. Verification, official transcripts, and, when appropriate, written authorization from the vice president, academic affairs, or the vice president, student services, must be submitted prior to the beginning of the semester in which the change is requested.

STEP ADVANCEMENT

1. Advancement to the next anniversary step is granted when a faculty member has taught the equivalent of three years, summer included, in his/her current step level with Allan Hancock College. Credit for Allan Hancock College teaching is retroactive to fall semester, 1967. No more than one year's experience can be calculated during any one fiscal year. Such advancement will be granted at the beginning of each fall and spring semester. One year equals four terms or two semesters. Summer intercessions count as a term.
 2. If the faculty member believes he/she has been inappropriately credited for step advancement, the faculty member shall contact the office of human resources in writing and ask for a step advancement evaluation. If step advancement is in error, an adjustment shall be made. The District will review each case to determine whether retroactive pay is warranted.
- Fiscal year is defined as the period from July 1 of the current year through June 30 of the succeeding year.

TEACHING ASSIGNMENTS

All overload for both credit and noncredit teaching duties shall be compensated at the appropriate overload and extra assignment rate.

ACTIVITY AND NONCLASSROOM ASSIGNMENTS

(for load determination—see Article 18)

Activity and nonclassroom credit and noncredit hourly faculty assignments are duties such as, but not limited to: librarian; counselor; mental health counselor; physical education activity instructor; instructors in skills labs such as writing, foreign language, disabled student services, nursing, other activity and skill lab courses and noncredit exercise, conditioning, and swimming class assignments; nurse; and academic specialist.

NONCREDIT ASSIGNMENTS

All bargaining unit employees teaching noncredit classes are placed at column I regardless of education and experience. Noncredit bargaining unit employees can advance in step but cannot advance to a higher column.

Memorandum of Understanding

The Allan Hancock Joint Community College District (AHC) and the Faculty Association of Allan Hancock College agree that this Memorandum of Understanding (MOU) shall be used to address the performance evaluations for members of the bargaining unit during the fall 2009 semester.

Pursuant to Article 17 of the Collective Bargaining Agreement and specifically relating to the evaluation forms within the Appendix of the collective bargaining agreement.


Both parties acknowledge that the newly developed evaluation forms have not been agreed upon and more discussions are needed.

Both parties acknowledge the need for contractual performance evaluations of members of the bargaining unit during the fall 2009 semester.

This MOU provides that, for the fall 2009 semester, the District will comply with the terms of the 2009 Collective Bargaining Agreement using forms it deems appropriate to meet the conditions as set forth in Article 17.

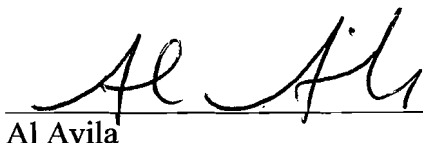
The Faculty Association will stand mute relative to the forms used for the purpose of performance evaluations during the fall 2009 semester. The Faculty Association does not waive its rights to grieve or challenge the process or the application of provisions within Article 17, nor does this MOU imply waiving the rights of any individual member of the bargaining unit or his/her rights to grieve or challenge the process or application of the provisions within Article 17.

This Memorandum of Understanding shall extend for the fall 2009 semester only.



Laura Benson
Director, Human Resources/EEO

Date 8/31/09



Al Avila
Chief Negotiator, Faculty Association

Date 8/31/09

Allan Hancock College Faculty Grievance Form

Instructions: Refer to Article 6 of the *Agreement between the Faculty Association of Allan Hancock College and the Allan Hancock Joint Community College District* for complete information on the faculty grievance procedures and timeline. Prepare three copies of the grievance; submit the original to the Immediate Supervisor, one copy to the Faculty Association and one copy retained by the Grievant. The original form must be returned to the Grievant upon completion of each level until the grievance is resolved or has reached its final step.

If the space provided on this form is insufficient, statements and related materials may be appended—each item should be numbered sequentially and cited at the appropriate location on the form.

Grievant (Faculty member(s) or Association on behalf of):

Title or Assignment:

Department/Division:

Immediate Supervisor (name and title):

Date Grievance Submitted:

Nature of Grievance (Include names, dates, places, and details along with appropriate regulations or contract sections believed to have been misinterpreted, misapplied, or violated for a complete understanding of the grievance):

Remedy Requested:

Level I: *Informal Meeting with Supervisor and Supervisor's Response*

Grievant contacts the immediate supervisor to request informal meeting. Informal meeting conducted within 10 business days upon notification of this grievance.

This Section Completed by Supervisor

Supervisor's name:

Date of Informal Meeting with Supervisor (within ten (10) business days of request made by Grievant)

Supervisor's Informal Response:

Date of Supervisor's Response to Informal Meeting:

Supervisor's Signature

This Section Completed by Grievant

Was the Grievance Resolved at the Informal Meeting? If so, indicate "yes" no further action is required.

Level II: *District Grievance Officer*

Grievant submits form to District Grievance Officer within ten (10) business days of Level I response from supervisor.

This Section Completed by Grievant

Date Grievance Submitted to District Grievance Officer

Grievant Statement (Reason) for Appeal to Level II

This Section Completed by District Grievance Officer

District Grievance Officer Name:

District Grievance Officer Title:

District Grievance Officer Decision:

District Grievance Officer Signature and Date:

This Section Completed by Grievant

Was the Grievance Resolved at Level II?

Level III: *Advisory Arbitration*

This Section Completed by Grievant

- Check this box if you wish to advance your grievance to Level III of the grievance procedure. Submit this form to the District Grievance Officer within ten (10) business days of receiving the Level II response.

Grievant signature and date:

This Section Completed by Arbitrator

Date of Arbitration Hearing:

Arbitrator Name, Address, Phone Number

Response of Arbitrator (or submitted as attachment):

Level IV: *Submission of Written Grievance to Board of Trustees*

This Section Completed by Grievant

Submit this form to the District Grievance Officer within fifteen (15) business days of receipt of the Level III response.

Check this box if you wish to advance your grievance to Level IV (Board of Trustees) of the grievance procedure.

Check this box if you would like for the Board to hold a hearing for this grievance.

Grievant Response to Arbitrator's Decision:

Grievant signature and date:

This Section Completed by District Grievance Officer

Date of Board Hearing:

Board's Decision (Submitted by Letter to Grievant within 40 days):



FACULTY ASSOCIATION DUES AND/OR A SERVICE FEE

The **Faculty Association of Allan Hancock College** is the exclusive bargaining agent for all regular full-time faculty personnel of the district. Government Code Section 3546(a) requires that you will either pay dues **or** a service fee to the Faculty Association. The district will make a deduction of dues beginning with the next pay period following the closing date for receipt of changes in pay warrants unless you indicate below that you wish to pay **only** the service fee.

CERTIFICATION

Section 3546 of the Government Code has been explained to me, and I understand the contents of the agreement (Article 7 – Organizational Security) between the District and the Faculty Association.

Employee’s Signature

Date

****OPTION TO PAY SERVICE FEE ONLY****

I _____ understand that if I do not return this section
Print Your Name of this page to the office of human resources by

_____, that I will become a voting member of the full-time Faculty
Date Association and will pay dues.

If I sign this bottom section **and** return this form **no later than the date indicated above**, **only** the service fee will be deducted from my monthly paycheck as required by law.

~ (Check box) **I wish to only pay the service fee.**

Employee’s Signature

Date Signed

*You do have the option to provide a religious objection within a fifteen (15) working day period after you receive this form. In that case, the service fee will be deducted and sent to a recognized charitable organization of your choice, selected from a list approved by the Faculty Association and the District, unless you make other arrangements through the Faculty Association. **Please contact the office of human resources if you wish to consider this kind of objection.***



FACULTY – LEAVE OF ABSENCE REQUEST/REPORT

(Department & Employee: Please make a copy for your records.)

EMPLOYEE'S NAME:		
DEPARTMENT:	<input type="checkbox"/> FULL-TIME FACULTY <input type="checkbox"/> PART-TIME FACULTY	TODAYS DATE:

REASON FOR LEAVE

- | | |
|---|---|
| <input type="checkbox"/> Personal Illness | <input type="checkbox"/> Bereavement - Relationship: |
| <input type="checkbox"/> Personal Necessity (must be approved by Dean/Director or Appropriate VP) | <input type="checkbox"/> Jury Duty (Attach Summons and Verification.) |
| <input type="checkbox"/> Industrial Injury | <input type="checkbox"/> Other: |

DATE OF ABSENCE AND CLASS INFORMATION (Full-time faculty must designate which assignments are overload)

Please fill in or check appropriate sections:

FT/OVERLOAD		COURSE	DATE	WEEKDAY (M-SAT)	TIME		PAY		Cancelled		SUBSTITUTE* LAST NAME, FIRST NAME	PAY	
YES	NO				FROM	TO	YES	NO	YES	NO		YES*	NO

EMPLOYEE'S SIGNATURE:	DATE:	*AUTHORIZATION OF SUBSTITUTE PAY Deans Signature:
-----------------------	-------	--

DEPARTMENT USE ONLY

BUDGET CODE FOR SUBSTITUTE:	HOURLY RATE:
CHAIRPERSON/SUPERVISOR:	DATE:
DEAN'S SIGNATURE:	DATE:

HUMAN RESOURCES USE ONLY

REVIEWED/APPROVED BY	DATE
RECORDED IN HUMAN RESOURCES	DATE

INSTRUCTIONS

- 1.a. Full-time faculty: Refer to Article 10 of the Faculty Association Agreement for leave of absence provisions and absence policy.
- 1.b. Part-time faculty: Refer to Article 9 of the CFT/PFA Agreement for leave of absence provisions and absence policy.
- 2.a. Full-time faculty: **Complete this form within ten (10) calendar days after the return from the absence.**
- 2.b. Part-time faculty: **Complete this form no later than three (3) business days of his/her return.**
3. If the faculty member is unavailable for signature, the department chair and academic dean should approve and route this form with the notation "Employee Unavailable for signature."
4. **Personal necessity must be approved in advance when possible.** The employee shall submit a written request directly to the Superintendent/President indicating the reason and the proposed coverage of assignment.
5. For substitute pay, the supervising dean shall be responsible for sending the completed absence report to Office Tech, Building C (credit) or Building T (non-credit).
6. **Department must keep one (1) copy. No copies will be forwarded after data entry.**



Faculty Services Areas and Competency Standards

ADMINISTRATION OF JUSTICE DEPARTMENT

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Administration of Justice	Administration of Justice	Minimum qualifications or the equivalent or credential and successful teaching experience equal to one full semester in this FSA at Allan Hancock College within the last three years.

BUSINESS EDUCATION DEPARTMENT

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Accounting	Accounting	Minimum qualifications or the equivalent or credential and successful teaching experience equal to one full semester in this FSA at Allan Hancock College within the last three years.
Business	Business	
Computer Business Information Systems	Computer Information Systems	
Computer Business Office Technology	Office Technologies	
Real Estate	Real Estate	

COOPERATIVE EDUCATION

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Cooperative Education	Cooperative Education	Minimum qualifications per Education Code Title 5 or the equivalent or credential and successful teaching experience equal to one full semester in this FSA at Allan Hancock College within the last three years.

COUNSELING

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Counseling	Counseling	Minimum qualifications or the equivalent or credential and successful teaching experience equal to one full semester in this FSA at Allan Hancock College within the last three years.
Leadership	Counseling Political Science Interdisciplinary Studies	

FINE ARTS DEPARTMENT

Discipline

Art

FSA

Art

Competency

Minimum qualifications or the equivalent or credential and successful teaching experience equal to one full semester in this FSA at Allan Hancock College within the last three years.

Dance

Drama/Technical

Drama/Theatre Arts

Film

Graphics

Multimedia Arts and Communication

Music

Photography

Dance

Stagecraft

Drama/Theatre Arts

Film Studies

Graphic Arts

Broadcasting Technology

Music

Photography

FIRE, SAFETY & EMERGENCY MEDICAL SERVICES DEPARTMENT

Discipline

Emergency Medical Services

Environmental Technology

Fire Technology/Wildland

FSA

Emergency Medical Technologies

Environmental Technologies

Fire Technology

Competency

HEALTH AND PHYSICAL EDUCATION DEPARTMENT

Discipline

Adapted Physical Education

FSA

Physical Education

Competency

Minimum qualifications per Education Code Title 5 or the equivalent or credential and successful teaching experience equal to one full semester in this FSA at Allan Hancock College within the last three years.

Health Education

Intercollegiate Athletics

Physical Education

Health Education

Physical Education

Physical Education

HEALTH SERVICES DEPARTMENT

Discipline

Dental Assisting

Medical Assisting

Nursing (RN courses)

Nursing (LVN courses)

Pharmacy Technology

FSA

Dental Technology

Medical Assisting/Health Care

Ancillaries

Nursing (M)

Licensed Vocational Nursing (NM)

Pharmacy Technology

Competency

HEALTH SERVICES NURSING

Discipline

Health Services Nurse

FSA

Health Services College Nurse

Competency

Minimum qualifications or the equivalent or credential and successful teaching experience equal to one full semester in this FSA at Allan Hancock College within the last three years.

INDUSTRIAL TECHNOLOGY DEPARTMENT

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Auto Body Automotive Technology Engineering Technology Machine Technology Maintenance Technology	Auto Body Technology Auto Mechanics Engineering Technology Machine Tool Technology Industrial Maintenance Industrial Technology Machine Tool Technology Manufacturing Technology Electromechanical Technology Welding	
Welding Technology		

LANGUAGE ARTS DEPARTMENT

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
English	English	Minimum qualifications or the equivalent or credential and successful teaching experience equal to one full semester in this FSA at Allan Hancock College within the last three years.
English as a Second Language French Italian Journalism Library Skills	ESL Foreign Languages Foreign Languages Journalism Library Science Library Technology	
Reading Sign Language Speech Communication Spanish	Reading Sign Language Speech Communication Foreign Languages	

LEARNING ASSISTANCE PROGRAM

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Special Instruction	Special Education	Minimum qualifications per Education Code Title 5 or the equivalent or credential and successful teaching experience equal to one full semester in this FSA at Allan Hancock College within the last three years.

LEARNING RESOURCES

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Library Skills	Library Science Library Technology	Minimum qualifications or the equivalent or credential and successful teaching experience equal to one full semester in this FSA at Allan Hancock College within the last three years.

LIFE AND PHYSICAL SCIENCES DEPARTMENT

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Agribusiness (Enology/Viticulture)	Agriculture Agricultural Business & Related Services Agricultural Engineering	Minimum qualifications or the equivalent or credential and successful teaching experience equal to one full semester in this FSA at Allan Hancock College within

the last three years.

Astronomy	Astronomy/Physics Earth Sciences Chemistry Physical Sciences
Chemistry	Chemistry
Geographic Information Systems	Geography Earth Sciences
Geology	Earth Sciences
Physical Science	Physics/Astronomy Earth Sciences Chemistry
Physics	Physical Sciences Physics/Astronomy

MATHEMATICAL SCIENCES

Discipline
Computer Electronics

FSA
Electronics or Engineering

Competency
Minimum qualifications or the equivalent or credential and successful teaching experience equal to one full semester in this FSA at Allan Hancock College within the last three years.

Computer Science	Computer Science
Electronics	Electronics
Engineering	Engineering
Mathematics	Mathematics

SOCIAL SCIENCES DEPARTMENT

Discipline
Anthropology

FSA
Anthropology

Competency
Minimum qualifications or the equivalent or credential and successful teaching experience equal to one full semester in this FSA at Allan Hancock College within the last three years.

Early Childhood Studies	Child Development/Early Childhood Education
Economics	Economics
Education	Education
Family and Consumer Sciences	Culinary Arts Family and Consumer Studies Fashion and Related Technologies Interior Design Nutritional Science/Dietetics
Geography	Geography
History	History
Humanities	History/Interdisciplinary Studies
Human Services	Sociology/Counseling/Psychology
International Studies	Interdisciplinary Studies
Philosophy	Philosophy
Political Science	Political Science
Psychology	Psychology
Sociology	Sociology



Family & Medical Leave Kit

Dear AHC Colleagues,

Human Resources supplies this kit to assist departments in handling the administrative aspects of a leave of absence under any of the following laws and policies:

- Family & Medical Leave (FML) under the federal Family & Medical Leave Act.
- Pregnancy Disability Leave (PDL) under California Fair Employment & Housing Act.
- Family & Medical Leave (Ca-FML) under the California Family Rights Act.

The kit contains all the forms needed to start, extend, or terminate a leave of absence.

Please contact Human Resources' representative if you need further information.

Sincerely,

AHC Human Resources

Contents

- Leave of Absence Checklist. A step-by-step checklist for employees and supervisors on how to secure a leave. Page 1
- Staff Leave Request Instructions. A step-by-step guide for departments to respond to a request for leave. Page 2
- Staff Leave Request. A combined form for the employee to request leave and the department to make a response. Page 3
- Notice to Employee. Human Resources uses this document to give the employee notice of his or her rights under the laws listed above. Page 5
- FML Certification. A health care provider can use this form to document the need for the leave. Page 7
- Return to Work Certification. A health care provider can use this form to document that the employee is able to return to work..... Page 8
- Intermittent FML/PDL Tracking. A department uses this form to document intermittent absences as permitted by the law. Page 9



Leave of Absence Checklist

- The employee asks for leave.
- The supervisor refers the AHC benefits technician to human resources. The department and/or human resources will ask the employee to provide medical certification of the need for leave within 15 days.
- The employee calls the AHC benefits technician (extension 3297) to review the effect of the leave on benefits plans, and obtain disability claim forms if eligible.
- The employee fills out the top part of the Staff Leave Request form.
- The supervisor and/or human resources and the employee plan the use of accrued leave balances.
- The employee fills out the rest of the Staff Leave Request form. The employee's completed copy serves as notice that the leave request has been approved, provisionally approved, or denied.
- If the employee is using any paid leave, the department should note the applicable pay on the Staff Leave Request form.
- The employee begins the leave.
- If the employee uses up his or her paid leave, the employee would be transitioned to unpaid leave.
- The AHC benefits technician sends a letter to the employee on group insurance premium payments when the employee exhausts 12 workweeks of benefits coverage.
- The employee returns to work. If the leave lasted more than two weeks and was for the employee's own health condition, the employee **must** present the Return To Work Certification.
- If the employee returned to work on the scheduled return date, no payroll action is necessary.
- The supervisor tells the employee to contact the AHC benefits technician to check enrollments.
- Medical certifications must be maintained as confidential medical records in a file separate from the employee's personnel file. The human resources department must maintain FML and PDL records for three years.



Staff Leave Request Instructions

Employee Section

Complete the top section of the Staff Leave Request form indicating reason for leave, requested begin date and anticipated return date and estimated periods for which you wish to use sick leave, vacation, compensatory time off and/or leave without pay.

If you are requesting intermittent or reduced schedule leave, you must indicate the intermittent schedule to be worked (i.e. number of hours per day, begin date and end date of intermittent schedule).

Sign, date and return form to your department.

Contact the AHC benefits technician (extension 3297) regarding insurance continuation.

Human Resources Section

The employee's manager shall forward the Staff Leave Request form to human resources department, building U. Human resources staff must complete the section labeled Designation of Leave.

Indicate if application is an initial application or a revision of a previous application (i.e. extension or early return that differs from the original leave of absence)

Indicate if the leave has been approved, provisionally approved (pending medical certification) or if the leave request has been denied (explanation required).

Human resources will refer to the relevant/pertinent bargaining unit agreement and/or state/federal law to verify whether the leave is qualified under the law as Family & Medical Leave (FML) and/or Pregnancy Disability Leave (PDL).

Leaves may not extend past a predetermined separation date; for example, the end date of a limited appointment.

Policy and Law

The federal **Family & Medical Leave Act** (FMLA) entitles employees to up to 12 weeks of leave for their own serious health condition; the birth of a child; care of a newborn, newly adopted child or new foster care placement; or the care of a spouse, child or parent with a serious health condition.

Eligibility Requirements

- The employee must have at least 12 months of District service. All prior service counts, regardless of any breaks in employment.
- The employee must have worked at least 1250 hours during the 12 months immediately preceding the commencement of the leave.
- The employee must not have exhausted their 12 weeks within a rolling calendar year.

The California Family Rights Act generally provides the same coverage as the federal FMLA, and runs concurrently with it. There is one exception: it does not provide leave for pregnancy disability, because pregnancy disability leave is covered by Pregnancy Disability Leave.

Pregnancy Disability Leave, under the California Fair Employment and Housing Act, provides up to 4 months of leave during the time a woman is actually disabled and unable to perform her job due to pregnancy or childbirth. *All* pregnant employees are eligible for PDL upon first day of employment.

Within the District, these laws are implemented through California Education Code, District policies for Staff Members, and through similar provisions in collective bargaining agreements.

CSEA Agreement
Full Time Faculty Agreement
Management Handbook



Staff Leave Request

Employee: Please complete the top section

Employee: _____ Campus Phone: _____

Home Mailing Address & Phone: _____

Department: _____ Title: _____

Please check reason for leave of absence:

Own serious health condition (not work related) Care for parent/spouse/child w/serious health condition ____
Care for newborn/placed child Work-incurred injury
Pregnancy disability Other

Requested Start Date: _____ Anticipated Return to Work Date: _____

Intermittent or reduced work schedule (describe): _____

A leave of absence may consist of leave without pay and/or paid leave (vacation, sick leave, compensatory time off). Paid leave may be used in accordance with applicable policy/contracts.

I wish to use leave as estimated below:

Table with 4 columns: Type, Hours, From, Through. Rows include Vacation, Sick Leave, Comp Time Off, Leave w/o Pay.

Employee signature & date: _____

Designation of Leave
Human Resources completes the bottom section

Initial application? _____ Revision? (describe) _____

_____ Leave is provisionally approved - pending medical verification.

_____ Leave is approved.

_____ Leave is denied for the following reason(s): _____

Table with 2 columns: From, Through. Includes text: qualifies as Family & Medical Leave, qualifies as Pregnancy Disability Leave. Note: If both FML and PDL apply, the begin dates will be the same.

Confirmation of status during leave:

Table with 4 columns: Type, Hours, From, Through. Rows include Vacation, Sick Leave, Comp Time Off, Leave w/o Pay.

Human Resources processing & date _____

Name/Title (please print): _____ Phone: _____

Copy to: Employee, Department, Benefits Retention: 3 Years

FAMILY & MEDICAL LEAVE: YOUR RIGHTS AND OBLIGATIONS

The District provides family and medical leave (FML) and pregnancy disability leave (PDL) to eligible employees in accordance with the federal Family and Medical Leave Act, the California Family Rights Act (CFRA), and the pregnancy disability provisions of the California Fair Employment & Housing Act. This notice summarizes your rights and obligations under these laws. For more detailed information, please read the "Leave of Absence" section of the bargaining unit agreement or personnel policy that applies to you.

Eligibility for Leave

If you have at least 12 months of service (all prior District service counts) *and* if you have worked at least 1,250 hours during the 12 months prior to the requested leave, you are eligible for FML. All pregnant employees are eligible for PDL upon the first date of employment.

Purpose of Leave

You may use FML for your own serious health condition, for the serious health condition of your spouse, child, or parent, or to care for your child after birth or placement by adoption or foster care. You may use PDL for periods of disability caused by pregnancy, childbirth, or related medical conditions.

Length of Leave

Your leave will be counted against your entitlement of up to 12 workweeks per year under FML. For pregnancy disability, your leave will be counted against your entitlement of up to 4 months. You may take your leave in several blocks of time, on an intermittent basis or as a reduced work schedule, if medically necessary.

Leaves under the federal and state FML are concurrent, with one exception. Pregnancy disability leave is concurrent with federal FML, but not with state FML. Under state law, you take PDL while you are disabled, then up to 12 weeks of state CFRA to care for the newborn. If you are not eligible for state CFRA, you are still entitled to PDL.

Pay

FML and PDL are normally unpaid leave; however, you may request or be required to substitute paid leave (i.e., accrued vacation or sick leave) for all or a portion of the unpaid leave, as described in the personnel policies or bargaining unit agreement that applies to you.

Advance Notice

30 days advance notice is required if your need for leave is foreseeable. For events which are unforeseeable, you must notify the District as soon as possible. Failure to comply with these notice rules may result in deferral of the requested leave until you comply with the notice rules.

Medical Certification

Written certification from a health care provider is required for either your own serious health condition, pregnancy, or the serious health condition of your family member. Failure to provide certification within 15 calendar days of the date you receive this notice may result in delay or denial of leave until the certification is provided.

Recertification of the serious health condition may be required under certain circumstances, as described in federal and state law.

A "health care provider" is defined as: a doctor of medicine or osteopathy, podiatrist, dentist, chiropractor, clinical psychologist, optometrist, nurse practitioner, or nurse-midwife who is authorized to practice by the State and performing within the scope of their practice as defined by State law, or a Christian Science practitioner.

Health Benefits

Coverage under your group medical and dental plans will continue during FML or PDL for up to 12 workweeks. You are responsible for contacting the AHC benefits technician (3297) to pay the employee portion of any premiums that are not covered by the District contribution. Failure to pay your portion of the premiums within 30 days of the due date will result in cancellation of your coverage.

Reinstatement

Under the law, you must be reinstated to the same position you had prior to taking the leave, or to an equivalent position if you return to work immediately after FML or PDL. However, you have no greater right to reinstatement than you would have had if you had been continuously at work. See the provisions of your policies or bargaining unit agreement for more information.

Please see Return to Work Certification. You must present medical certification of your ability to return to work.



Family and Medical Leave Certification

EMPLOYEE: PLEASE FILL OUT THIS SECTION, AND TAKE THIS FORM TO YOUR HEALTH CARE PROVIDER.

Employee:

Patient (if other than employee):

Relation to employee:

Begin and end dates of requested leave: _____ to _____

HEALTH CARE PROVIDER: PLEASE FILL OUT THIS SECTION AND RETURN AS SHOWN BELOW.

Does the patient have a serious health condition Yes No (If yes, please check reason):

- 1. Hospital Stay
2. Incapacity plus Treatment -- condition that causes 3 days of incapacity and two or more treatments by a health care provider; or one treatment plus a continuing regimen under supervision of a health care provider
3. Pregnancy -- any period of incapacity due to pregnancy or prenatal care.
4. Chronic Serious Health Condition
5. Permanent or Long-Term Conditions -- requiring medical supervision
6. Multiple Treatments for Non-Chronic Condition

If the leave is to care for a family member, is the employee's presence necessary or would it be beneficial to the patient? Yes No

When did the serious health condition begin?

When is the anticipated return to work date?

Is intermittent leave or a reduced work schedule medically necessary? Yes No (If yes, describe):

Name of Health Care Provider:

Specialty:

Signature of Health Care Provider

Date

Address

PLEASE RETURN THIS FORM TO:

Allan Hancock College
Human Resources
800 South College Drive
Santa Maria, CA 93454



**ALLAN
HANCOCK
COLLEGE**
FAMILY AND MEDICAL LEAVE
RETURN TO WORK CERTIFICATION

EMPLOYEE: PLEASE FILL OUT THE TOP PORTION, AND TAKE THIS FORM TO YOUR HEALTH CARE PROVIDER. THIS CERTIFICATION MUST BE PROVIDED TO YOUR DEPARTMENT PRIOR TO YOUR RETURN TO WORK.

Employee:

Employee's Department:

Department Address:

Department Contact:

Telephone Number

HEALTH CARE PROVIDER: PLEASE COMPLETE THE FOLLOWING AND RETURN DIRECTLY TO THE DEPARTMENT LISTED ABOVE PRIOR TO THE RETURN TO WORK DATE.

Please review the attached job description. Is the employee able to perform all the functions of his or her job? Yes No Yes, with restrictions.

Please list any restrictions or functional limitations which the department should consider:

Are the restrictions: Permanent Temporary, until (date):

Comments

Employee is released to return to work effective (date):

Name of Health Care Provider:

Specialty:

Address of Health Care Provider

Signature of Health Care Provider

Date

Place address stamp here

RETAIN: 3 YEARS



**Request for Prior Approval to Apply Units
Toward Advancement on the Salary Schedule
(Lower Division or Outside of Authorized Instruction or Noninstructional Field)**

NAME _____ DATE _____

COURSE TITLE AND NUMBER _____

NUMBER OF UNITS _____ SEMESTER ___ QUARTER ___
OTHER(Specify)_____

THIS COURSE IS ___ LOWER DIVISION ___ OUTSIDE MY AUTHORIZED FIELD
___ OTHER (Specify) _____

NAME OF INSTITUTION _____

COURSE TO BE OFFERED ___ ON CAMPUS ___ CORRESPONDENCE ___ EXTENSION
___ OTHER (specify) _____

This course will contribute to the effectiveness of my instruction/assignment in the following respects:

SIGNATURE _____

REQUEST APPROVED _____ DATE _____

Vice President, Academic Affairs or
Vice President, Student Development and Services

Distribution: Original- Personnel, Copy- Employee, Copy- Vice President



Personnel Office

REQUEST TO INSPECT CONFIDENTIAL PERSONNEL RECORDS

To Employee: (Please read and sign this form)

We wish to insure the confidentiality of all employee records. To do so, you are asked to read and sign this form at the time you review your file. It will be made a part of your file. The law requires the following procedures:

1. Personnel File Review is Supervised. Review is supervised by a Personnel Department staff member.
2. Removal, Alteration, or Change of Documents. Actions of this nature are prohibited for documents contained in employee personnel files.
3. Addition of Information to Personnel Files. Possible only with approval of the Director.
4. Other Person Authorized by Employee to Inspect Employee Personnel File. May be permitted only when accompanied by employee or with written permission of employee. In this instance it is also necessary to have the reviewer sign the document. (The written permission statement is attached to this form and retained in the employee's personnel jacket.)

Signature of Employee

DATE _____

Signature of Person Authorized by Employee

Signature of Personnel Staff Member Supervising Review



REQUEST FOR UNPAID LEAVE
(Completed by employee and supervisor)

TO: Allan Hancock College

Date: _____

FROM:

Classification:

Date of Hire: _____

Reason for Request:

- | | |
|------------------------------------|-------------------------------|
| _____ 1 Personal Health | _____ 4 Attend School |
| _____ 2 Family Reasons | _____ 5 Personal Reasons |
| _____ 3 Pregnancy (Parental Leave) | _____ 6 Other (Specify below) |

Other reasons:

I am voluntarily requesting a leave of absence from my job beginning _____ and ending _____.

Do you intend to resume employment with the district at the end of the leave of absence?

Yes _____ No _____

I hereby certify that the foregoing is a true statement of the reason or cause for my request for leave of absence from employment with the Allan Hancock College District.

Employee's signature _____ Date _____

This request has been discussed with me.

Supervisor's signature _____ Date _____

Cabinet Officer's Statement

I recommend/do not recommend approval of this requested leave of absence.

Cabinet Officer's signature _____ Date _____

District Approval: Yes _____ No _____

_____ Date of Approval

Dates Approved for Leave of Absence: From _____ To _____



SAFETY HAZARD/SUGGESTION REPORT FORM

This form is for use by employees who wish to provide a safety suggestion or report an unsafe workplace condition or practice (see attachment for instructions).

SECTION I – EMPLOYEE

Employees are advised that use of this form or other reports of unsafe conditions or practices are protected by law. It would be illegal for the employer to take any action against an employee in reprisal for exercising rights to participate in communications involving safety.

School District: Allan Hancock College

Location: _____

Description of unsafe condition or safety suggestion:

Recommendation(s) for correction:

Date this form forwarded to your supervisor: _____

Name of supervisor (Print): _____

Employee Name (Optional): _____ Dept.: _____

SECTION II – SUPERVISOR

The employer will investigate any report or question as required by the Injury and Illness Prevention Program Standard and advise the employee who provided the information or the workers in the area of the employer's response.

Supervisor's evaluation and plan of action:

Supervisor's signature: _____ Date: _____

Date sent to safety committee: _____

SAFETY COMMITTEE REVIEW

Date: _____ Action Taken: _____

District Use Only

Control #: _____

Originator Notified: _____

Completed Date: _____

RETIREMENT BENEFIT POLICY

The following Retirement Benefit Policy applies to full-time Allan Hancock College Management, Supervisory, Confidential, and *Faculty Employees (See * Note below).

PLAN A

FOR AHC RETIREES BETWEEN 55 AND 65 YEARS OLD

Group I-A

Current fulltime Allan Hancock College Management, Supervisors and Confidential, and Faculty Employees Eligible to Retire by June 30, 1989

I-A-1 A minimum of ten years of consecutive full-time District service is required immediately preceding retirement to qualify for these benefits for employees who retire after June 30, 1989.

The District will contribute an amount equal to that paid toward the AHC medical insurance premium for single coverage on the AHC medical insurance plan as provided to active full-time management and faculty employees to age 65, at which time the retiree converts to plan B. The District will also contribute an amount equal to that paid toward the AHC medical insurance premium for spousal coverage on the AHC medical insurance plan as provided to spouses of active full-time management and faculty employees. Coverage for spouse is limited to one year for each year of marriage to employee at time of employee's retirement to a maximum of 15 years, or spouse's age 65, whichever comes first. If widowed, District will continue to contribute toward spouse's coverage utilizing the same eligibility criteria cited above to age 65. Children (to age 18 or 23 if full-time college student) may be added at retiree's expense. Children of a deceased retiree have the option to buy-in (to age 18 or 23 if full-time college student) at their own expense. Children on the AHC medical plan at the time of retirement or death of employee are automatically eligible to continue on the plan at their own expense. However, if not on the plan, they must be accepted by the insurance company.

-OR-

I-A-2 Retiree has option to designate the payment of medical insurance premiums up to an amount equal to that paid by the District in Plan I-A-1 towards a medical insurance plan in-lieu-of the District medical plan.

-OR-

I-A-3 If employee has not been on the AHC medical insurance plan, s/he will continue to receive TSA amount annually until age 65. AHC employees on this plan who wish to switch to AHC medical insurance plan at or during retirement before age 65, must pass a required physical examination and be accepted by insurance company. The same requirement applies to spouses and children not on AHC plan who wish to qualify for coverage at or during AHC employee's retirement.

Group II-A

Employees Hired Before
January 1, 1989, but Not
Eligible for STRS or PERS
Retirement as of June 30, 1989

II-A-1 Fifteen years of full-time District employment required.

The options available to Group II-are options I-A-1, I-A-2, and I-A-3.

Group III-A

Faculty Employees Hired after
April 1, 1989 but prior to July
1, 1993.*

III-A-1 Twenty years of full-time District employment required to qualify for 50 percent of the medical insurance benefit. An additional 10 percent will be added for each year of employment to the 25th year at which time the employee becomes fully vested.

Options same as Group I-A-1, I-A-2, or I-A-3.

Group IV-A

Management Employees Hired
on or after April 1, 1989 but
prior to January 1, 1994

IV-A- 1 Ten years of full-time District employment required to qualify for 50 percent of the medical insurance benefit. An additional 10 percent will be added for each year of employment to the 15th year at which time the employee becomes fully vested.

The District will maintain coverage for a retiree under the medical insurance plan upon PERS or STRS retirement as evidenced by the receipt of monthly retirement payments from PERS or STRS provided the employee is at least 55 years of age but less than 65 and has been a regular employee of the District for the required number of years as outlined above, and provided the retiree is actively employed by Allan Hancock College at the time of retirement. Upon reaching age 65, the employee converts to Plan B. The District will also contribute an amount equal to that paid toward the AHC medical insurance plan as provided to spouses of active full-time management and faculty employees (at the percentage of full vesting for the retiree). The employee will also have the option of increasing coverage for self up to 100 percent total in exchange for less (or no) coverage for spouse. As with Group I-A-I, coverage for spouse is limited to one year for each year of marriage to employee at time of employee's retirement to a maximum of 15 years, or spouse's age 65, whichever comes first.

-OR-

IV-A-2 Retiree has the option to designate the payment of medical insurance premiums up to an amount equal to that paid by the District in Plan IV-A-1 towards a medical insurance plan in-lieu-of the District medical plan.

-OR-

IV-A-3 If the employee has not been on the AHC medical insurance plan, he/she will continue to receive cash-in-lieu-of amount annually until age 65. AHC employees on this plan who wish to purchase coverage under the AHC medical insurance plan at or during retirement before age 65 must sign up when first eligible or wait for open enrollment. The same requirement applies to spouses and children not on AHC plan who wish to qualify for coverage at or during AHC employee's retirement.

* Refer to Faculty Association Agreement for faculty employees hired on or after July 1, 1993.

Group V-A
Management Employees Hired
on or after
January 1, 1994

V-A-1 Ten years of full-time District employment required to qualify for 50 percent of the medical insurance benefit. An additional 10 percent will be added for each year of employment to the 15th year at which time the employee becomes fully vested.

The District will maintain coverage for a retiree under the medical insurance plan upon PERS or STRS retirement as evidenced by the receipt of monthly retirement payments from PERS or STRS provided the employee is at least 55 years of age but less than 65 and has been a regular employee of the District for the required number of years as outlined above, and provided the retiree is actively employed by Allan Hancock College at the time of retirement. Upon reaching age 65, the retired employee shall no longer be eligible for District paid medical benefits. The retiree's spouse shall not be eligible for this benefit through District paid premium. However, the retiree may purchase coverage for self and/or spouse. There is no conversion to Plan B under this plan. [Board action January 1, 1994.]

Options outlined for Group I-A (I-A-2 and I-A-3) are available to this group, but refer only to single coverage (no spouse or children).

Group VI-A
Confidential and Supervisory
Employees Hired after
April 1, 1989, but prior to
January 1, 1994.

VI-A-1 Twenty years of full-time District employment required to qualify for medical insurance benefit.

Options same as Group I-A-1, I-A-2, or I-A-3.

Group VII-A
Confidential and Supervisory
Employees Hired on or after
January 1, 1994.

VII-A-1 The District will maintain coverage for a retiree under the medical insurance plan upon PERS retirement as evidenced by the receipt of monthly retirement payments from PERS provided the employee is at least 55 years of age but less than 65 and has been a regular employee of the District for twenty or more consecutive years of service, and provided the employee is actively employed by Allan Hancock College at the time of retirement. Upon reaching age 65, the employee shall no longer be eligible for District paid medical benefits. The retiree's spouse shall not be eligible for this benefit through District paid premium. However, the retiree may purchase coverage for self and/or spouse. There is no conversion to Plan B under this plan. [Board action January 1, 1994.]

Options as outlined for Group I-A (I-A-2 and I-A-3) are available to this group, but refer only to single coverage (no spouse or children).

PLAN B

FOR AHC RETIREES AGE 65 AND OLDER

Group I-B

Current Full-time AHC
Management, Supervisors &
Confidential, & Faculty
Employees Eligible to Retire by
June 30, 1989

I-B-1 A minimum of ten years of consecutive full-time District service is required immediately preceding retirement to qualify for these benefits for employees who retire after June 30, 1989.

For AHC retirees not covered by any other form of medical insurance such as national, state, employer, private or spousal coverage, etc., the District will contribute an amount equal to that paid toward the AHC medical insurance premium for single coverage as provided to active full-time management and faculty employees. The District will also contribute an amount equal to that paid toward the AHC medical insurance premium for spousal coverage on the AHC medical insurance plan to spouse's age 65. Coverage for spouse is limited to one year for each year of marriage to employee at time of retirement to a maximum of 15 years, or spouse's age 65, whichever comes first. If AHC retiree dies, District will continue to contribute toward spouse's coverage utilizing the same eligibility criteria cited above to age 65. The retiree has the option to add his/her children (to age 18 or 23 if full-time college student) at his/her own expense. Children of a deceased AHC retiree have the option to buy-in (to age 18 or 23 if full-time college student) at their own expense. Children on the AHC medical plan at the time of retirement or death of the employee are automatically eligible to continue on the plan at their own expense. However, if not on the plan, they must be accepted by the insurance company.

-OR-

I-B-2 Retiree eligible for I-B-1 has option to designate the payment of medical insurance premiums up to an amount equal to that paid by the District in Plan I-B-1 towards a medical insurance plan of retiree's choice in-lieu-of the District medical plan.

-OR-

I-B-3 This option is for AHC retirees covered by Medicare or any other form of national, state, employer, private or spousal medical insurance. The District will pay two percent of the employee's highest average annual compensation earnable by a member during any period of three (3) consecutive years in the program toward premiums for the retiree's Medicare supplemental insurance of his/her choice, and/or Medicare Catastrophic Coverage Act of 1988 supplemental premium for Part A coverage, and/or the Medicare premium surtax, and/or the Medicare deductible, and/or other Medicare related costs. The sum received by the retiree will be increased by two percent (2%) annually on the first day of the month following the employee's retirement date anniversary.

Group II-B

Employees Hired Before

II-B-1 Fifteen years of full-time District employment required.

January 1, 1989, but not Eligible for STRS or PERS Retirement as of June 30, 1989

The options available to Group II-B-1 are options I-B-1, I-B-2, or I-B-3.

Group III-B
Faculty Employees Hired After April 1, 1989, but prior to July 1, 1993*

III-B-1 Twenty years of full-time District employment required to qualify for 50 percent of the medical insurance benefit. An additional ten percent will be added for each year of employment to the 25th year at which time the employee becomes fully vested.

The options available to Group III-B-1 are I-B-1, I-B-2, or I-B-3

Group IV-B
Management Employees Hired on or after January 1, 1989 but prior to January 1, 1994.

IV-B- 1 Ten years of full-time District employment required to qualify for 50 percent of the medical insurance benefit. An additional 10 percent will be added for each year of employment to the 15th year at which time the employee becomes fully vested.

The options available to Group IV-B are I-B-1, I-B-2, or I-B-3.

Group V-B
Management Employees Hired on or after January 1, 1994.

V-B There is no conversion to Plan B for this group. However, retirees may purchase coverage for self and spouse at their own expense.

Group VI-B
Confidential and Supervisory Employees Hired After April 1, 1989, but prior to January 1, 1994.

VI-B-1 Twenty years of full-time District employment required for 100 percent benefit.

The options available to Group VI-B-1 are I-B-1, I-B-2, or I-B-3.

Group VII-B
Confidential and Supervisory Employees Hired on or after January 1, 1994.

There is no conversion to Plan B for this group. However, retirees may purchase coverage for self and spouse at their own expense.

* Refer to Faculty Association Agreement for faculty employees hired on or after July 1, 1993.

NOTES

- Note #1 For purposes of brevity, the word DISTRICT shall be used to describe The Allan Hancock Joint Community College District. The word BOARD shall refer to the Allan Hancock Joint Community College District Board of Trustees.
- Note #2 The medical insurance benefit refers to medical insurance for medical coverage. It does not include dental, vision, life or any other form of insurance. (The life insurance policy is dropped upon retirement.)
- Note #3 Retirees age 55 to 65 may voluntarily switch from option I-A-1 to option I-A-2 or I-A-3, and at age 65 may convert from Option I-A-2 to I-A-3, or if eligible for Plan B, from I-B-1 to I-B-2 during retirement. See I-A-3 for exception. (On certain plans, at age 65, retiree automatically converts from Plan A to Plan B.)
- Note #4 Spouse, under certain plans, is eligible for District coverage upon employee's retirement. If eligible, spouse benefits only apply if the spouse is married to AHC employee at time of AHC employee's retirement.
- Note #5 Spouse loses District benefit upon divorce, but may extend the coverage on the AHC medical insurance plan at own expense for 36 months (COBRA Act). After this extension expires, ex-spouse may purchase a conversion plan from the college insurance company. In the case where two employees are married to each other and one employee retires, and there is a subsequent dissolution of marriage or the District employed spouse leaves the employ of the District, the retiree's status will revert to the plan option he/she was eligible for at the time of retirement, or if over 65 years of age, the applicable option(s) described in Plan B, if eligible.
- Note #6 Widowed spouse loses benefits if s/he remarries.
- Note #7 In the event the medical insurance premium payments paid by the District are reduced by agreement with the Faculty Association as part of a negotiated agreement, the retirees will continue to receive an amount paid by the District equal to the amount paid by the District at the time of the agreement. Thus, while the retiree's benefits may be frozen, they will not be decreased.
- Note #8 Eligible AHC Retirees 65 or older who do not qualify for Medicare and wish to take advantage of Options I-B-1 or I-B-2 must provide the District with proof of ineligibility for Medicare. Proof of ineligibility may be obtained either by going in person to the local Social Security Office or by calling the following toll free number 1 -800-772-1 2 1 3. The Social Security representative will set up a personal or teleclaim appointment at which time the necessary information will be obtained from the individual. After the claim has been processed and a determination of ineligibility made, the individual will receive a letter

* Refer to Faculty Association Agreement for faculty employees hired on or after July 1, 1993.

- Note #9 from the Social Security Office notifying them of their status. The employee/retiree who is ineligible for Medicare must provide a copy of that letter to the District showing proof of non-coverage before qualifying for the stated benefits.
- Note #10 Medical insurance benefits and deductible schedules shall not be less for retirees than provided regular management and faculty employees who were hired at the same time.
- Medical insurance benefits and deductible schedules are subject to change.
- Note #11 Sabbatical Leave and Willie Brown Act participants and Board approved leaves of absences for up to two years do not constitute a break in service for purposes of establishing eligibility for these retirement benefits. However, time taken for a leave of absence will not count toward total years of service credit for the purpose of qualifying for these benefits.
- Note #12 Spouses are not eligible for AHC medical insurance program at age 65 unless the spouse is an employee of AHC who has been carried on the AHC policy as a dependent. At age 65, the spouse could then opt for Plan B as appropriate. (However, the spouse may be eligible for coverage at his/her own expense.)
- Note #13 If two AHC employees/retirees are married to each other, then one must take coverage as a dependent, if they choose to enroll in the District paid medical plan. This does not apply if they are enrolled in different District medical insurance plans.
- Note #14 The period of November 15-December 15 each year is the only open enrollment period for AHC medical insurance. The effective date of commenced coverage will be January 1 of the following year. These restrictions also apply to spouses and dependents.
- Note #15 The District reserves the right to select a carrier to provide claims, services, and administration for benefits.
- Note #16 The District reserves the right to determine the basis for establishing equivalency in considering individual carrier plans.
- Note #17 Retiree must draw STRS or PERS retirement pay to qualify for retiree medical benefits and must have been actively employed at Allan Hancock College at the time of retirement. The college recognizes some time may elapse between the time STRS or PERS retirement papers are filed and the STRS or PERS checks actually are processed, and will provide the medical benefits for the retiree during this time.
- Note #18 Employee must inform District in writing of initial coverage decision within 35 days of retirement.

- Note #19 For those not eligible for the above, the District will permit enrollment by any former District management and faculty retiree employee and spouse or surviving spouse in the medical (indemnity or HMO) or dental plans currently provided for active management and faculty employees, at premium rates set by the insurance companies. The coverage may be fully paid for by the retiree and/or spouse, but nothing compels the medical or dental plan carriers to underwrite this liability (AB 528 – effective January 1, 1986).
- Note #20 Payments, when applicable, will be paid quarterly in advance.
- Note #21 This policy shall be governed and construed in accordance with the laws of the State of California excluding that body of law applicable to conflicts of law. In the event any such provision to either party shall be held by a court of appropriate jurisdiction to be contrary to California or Federal law, the remaining provisions of this policy shall remain in force and effect.
- Note #22 Faculty refers to any instructor, counselor, librarian or any other employee who will retire under STRS and/or PERS and who is on the District's "Certificated Contract Salary Schedule" at the time of retirement.
- Note #23 Management refers to any employee who will retire under STRS and/or PERS and who is on the District's "Management Salary Schedule" at the time of retirement.
- Note #24 Children eligible for coverage, where applicable, to age 18 or 23 if full-time college student.
- Note #25 AHC regular employees who work less than full-time will receive pro-rata medical benefits at same percentage of their contract for medical insurance.

* Refer to Faculty Association Agreement for faculty employees hired on or after July 1, 1993.

Addendum to Board Policy 3405

Policy additions and corrections required by changes in Internal Revenue Services regulations, District benefits changes, or insurance company guidelines will continue to be updated in this addendum. Current changes are as follows:

1. In cases where children may be added to a retiree's health benefits coverage, the applicable age parameters have been changed, so that the references to children now reads, "Children (to age 19 or 25 if unmarried and a dependent according to IRS regulations) may be added at retiree's expense."
2. All references in the policy to TSA (tax-sheltered annuity) now refer to "cash-in-lieu-of" benefit. The change came into effect when the District adopted the Section 125 plan so that employees could tax shelter certain medical-related expenses.
3. If employees who have not been on the District medical insurance plan wish to switch to the District plan at or during retirement before age 65, they must sign up when first eligible or wait for open enrollment. Previously, a physical examination and acceptance by the insurance company were required. The same requirement applies to spouse and children not on the AHC plan who wish to qualify for coverage at or during the AHC employee's retirement.
4. The open enrollment period referred to in the policy is now mid-August to mid-September, and the effective date of coverage is now October 1.
5. Board Policy 3405 does not apply to faculty members hired on or after July 1, 1993. Those employees are now covered by the Agreement Between the Allan Hancock Joint Community College District and the Faculty Association of Allan Hancock College.

Board Policy 3405
Revised by Board
Action 1/18/94
and 2/19/02

LOAD VALUE FORMULA
Effective July 1, 2008

FTEF* FORMULA: Load Value (LV) x Weekly Value (WK VAL) x Hours per Week (Hrs/Wk)

LOAD VALUES:

Lecture	1/15 = .06666
Lab	1/17 = .05882
Activity	1/21 = .04761
Noninstructional	1/37 = .02702

WEEKLY VALUE:

Greater than six weeks but less than 10 weeks (7-9) = .5
 Greater than 13 weeks but less than 21 weeks = 1
 All other assignments: Number of weeks/16

HOURS PER WEEK: Number of hours of instruction or assignment per week

ROUNDING FACTOR: FTEF is calculated to the fifth digit, rounded to the third digit
 Less than 6 is rounded down, greater than 5 is rounded up.

SAMPLES

Lecture: weeks)	English 103 – 3 hours of lecture weekly (16 weeks) .06666 x 1 x 3 = .19998 (rounded to .200)	English 103 – 6 hours of lecture weekly (8 weeks) .06666 x .5 x 6 = .19998 (rounded to .200)
Lab: hours)	Photo 131 – 3 hours of lab weekly (16 weeks) .05882 x 1 x 3 = .17646 (rounded to .176)	Photo 131 – 6 hours of lecture weekly (8 weeks) .05882 x .5 x 6 = .17646 (rounded to .176)
Activity weeks)	PE 120 – 3 hours of activity weekly (16 weeks) .04761 x 1 x 3 = .14283 (rounded to .143)	PE 120 – 6 hours of activity weekly (8 weeks) .04761 x .5 x 6 = .14283 (rounded to .143)
Lecture based on other than 16 or 8 week schedule		
Bus 359 – 8 hours of lecture total taught in 1 week: 1/16 = .0625 x 8 = .5 x .06666 = .03333 If taught in 4 hours segments: 1/16 = .0625 x 4 = .25 x .06666 = .01666 (rounded to .017 for each four hour segment)		
Noninstructional Assignment (based on 16 weeks)		
Counseling – 30 hours per week for 16 weeks: .02702 x 1 x 30 = .8106 Reassigned Time – 20% of a full-time load: 1/37 x 1 x 7.4 (20% of 37) = .19999 (rounded to .200)		

*FTEF is full-time equivalent faculty

**ALLAN HANCOCK COLLEGE
REQUEST FOR UNPAID WORKLOAD EXCHANGE
ACADEMIC STAFF**

Employee Name: _____ Soc. Sec. # _____

1. Request for an exchange shall be submitted to the Dean or Director in writing **AT LEAST TWO WEEKS** in advance, except in the case of an emergency or unforeseen situation.

DATE(S) OF EXCHANGE REQUESTED BY INITIATING FACULTY MEMBER	CLASS MEETING TIME	ASSIGNMENT TO BE EXCHANGED
DATE(S) OF EXCHANGE REQUESTED BY EXCHANGE FACULTY MEMBER	CLASS MEETING TIME	ASSIGNMENT TO BE EXCHANGED

An unpaid workload exchange may be allowed for: either conference attendance related to the performance of the initiating faculty member's instructional or service assignment or personal business. In addition, an unpaid workload exchange may be allowed for an emergency or unforeseen situation that would result in the cancellation of a class.

An unpaid workload exchange may not be used for to extend a recess or vacation period.

All exchanges are made on an hour-for-hour basis and must be completed within the same academic year. An exchange that is not completed within the academic year shall not carry over to the subsequent year.

Each faculty member may utilize **up to two exchanges per academic year**. The total number of days per employee is limited to **four full or partial days per academic year**. (Reference Article 10.15)

Requesting Faculty Signature: _____ Date: _____

Exchange Faculty Signature: _____ Date: _____

Faculty member's minimum qualifications for the subject area(s) to be exchanged verified? _____ Yes _____ No

Dean's or Director's Verification of Minimum Qualifications and Approval: _____ Date: _____

Dean or Director

A copy of the approved request must be provided to the Department Chair and the Vice President.

Tentative Agreement May 8, 2009

FULL-TIME FACULTY CATEGORICAL SHORT-TERM STIPEND AGREEMENT

Assignment Title: _____
 Assignment Period: from _____ to _____
 Employee: _____
 Primary Supervisor: _____
 Supervisor for Short-term Assignment (if other than primary): _____

SUMMARY OF ASSIGNMENT (provide a brief description of the assignment):

Duties (list all duties for this assignment along with time estimations for each duty):

DUTY	EST. WEEKLY HOURS
TOTAL	

Resources, which will be provided to employee for this assignment:

Staff support which will be provided to the employee for this assignment

STIPEND TOTAL AMOUNT: _____

MONTHLY PAYMENTS of _____ on the following date(s) _____

Budget code(s): _____ Budget Approval: _____

This agreement may be terminated by the district or by the employee with 30-days advance notice.

EVALUATION OF PERFORMANCE: The district may evaluate the employee's performance in this assignment by means other than the regular evaluation procedures as provided in Article 17. The employee's performance in this assignment may not be cited or used in his or her regular evaluation as provided in Article 17.

I have read and agree with the terms and conditions of this assignment. I understand this assignment is not part of my regular primary assignment in the district and is not covered under the terms of the Agreement between the District and the Faculty Association.

 Employee Signature Date

District Approval:

 Regular Supervisor Signature Date

 Assignment Supervisor/Project Director Signature Date

 Authorizing Vice-President Date

 Authorizing Signature – Administrative Services Date

 Authorizing Signature – Human Resources Date

**ALLAN HANCOCK COLLEGE
SABBATICAL LEAVE
SCORING RUBRIC**

Name of Applicant _____ Date _____

**HOLISTIC EVALUATION SCORING PROCESS
Rubrics for Evaluating Sabbatical Leave Applications**

	9	8	7	6	5	4	3	2	1
1.	Plan of work will greatly benefit students, educational programs of staff/colleagues					Plan of work does not significantly benefit students, educational programs or staff/ colleagues			
2.	Plan of work will greatly enhance applicant's background and improve professional competence					Plan of work suggests little which would enhance applicant background or improve professional competence			
3.	Plan of work relates significantly to applicant's professional assignment					Plan of work does not relate significantly to applicant's professional assignment			
4.	Breadth and depth of the project appropriate for sabbatical leave rather than the regular teaching year					Breadth and depth of the project not appropriate for sabbatical leave rather than the regular teaching year			
5.	Proposed objectives are significantly delineated and appropriate to the project					Proposed objectives are inadequately delineated and inappropriate to the project			
6.	Proposed evidence of completion is clearly delineated, matches objectives, and appropriate to the project					Proposed evidence of completion is not adequately delineated, does not match objectives, and is not appropriate to the project			

	9	8	7	6	5	4	3	2	1
7.	Proposed time line and activities in plan of work are spelled out and appropriate to the project					Proposed time line and activities in plan of work are not spelled out and are not appropriate to the project			
	9	8	7	6	5	4	3	2	1
8.	Scope of activities and intent of plan of Work highly proportionate to length of leave					Scope of activities and intent of Plan of Work not in proportion (too little, too much) to length of leave			
	9	8	7	6	5	4	3	2	1
9.	High overall impression, i.e., professionalism, thoroughness, commitment, completeness, effort					Low overall impression, i.e., lacking in professionalism, thoroughness, commitment, completeness, effort			
	9	8	7	6	5	4	3	2	1
10.	Project has tremendous time sensitivity and/or the opportunity is limited in nature to this academic year					Project could be completed during any academic year and lacks time sensitivity			



Office of Human Resources

REQUEST FOR TRANSFER TO NEW FACULTY POSITION

The purpose of this form is to notify the administration that a current full-time faculty member is interested in transferring to a vacant, open for recruitment faculty position prior to interviews for that position. Reference collective bargaining agreement articles 19.2.2, 19.2.3

- This form is required at least 5 working days prior to closing date of open recruitment.

Employee Name _____

Department _____ Current Position _____

I request to be considered for transfer to the new faculty position of

_____ in department _____

Signature: _____ Date: _____

A copy will be maintained in my personnel file.

On a separate sheet, please give brief responses to the following:

- What disciplines are you currently eligible to teach at Allan Hancock College?
What is your experience in teaching in your current area?
What qualifications/experiences can you bring to the new position?
Why are you interested in transferring to the new position?

=====

This section for Human Resources use.

Date received in HR:

Sent to Vice President _____ on (date):

Recommendation by above Vice President (signature and date):

Approved NOT Approved _____

Final Decision by Superintendent/President (signature and date):

Approved NOT Approved _____

Board approval:

Effective date:

Approved 12/4/09

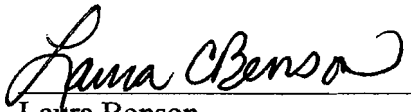
Memorandum of Understanding

The Allan Hancock Joint Community College District (District) and the Faculty Association of Allan Hancock College agree that this Memorandum of Understanding (MOU) shall be used to address the issuance of stipends for Student Learning Outcomes (SLO) Liaisons.

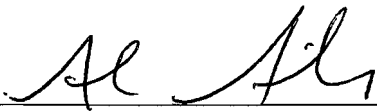
The District and Faculty Association agree that effective September, 2009 the short-term stipend process as provided in Article 14.9 and its prescribed form in the Appendix of the 2008-11 collective bargaining agreement between the Faculty Association and the District shall be used to determine the stipend amount and conditions for Student Learning Outcome Liaisons.

Both parties agree that general fund money may be used for SLO Liaison stipends.

This Memorandum of Understanding shall become effective fall 2009 and shall remain in effect until June 30, 2010 unless extended by mutual agreement.




Laura Benson
Director, Human Resources/EEO



Al Avila
Chief Negotiator, Faculty Association

Date 10/26/09

Date 10/14/09



Gary Bierly
President, Faculty Association

Date 10/14/09