MASTER CONTRACT

between the

San Joaquin Delta Community College District

and the

San Joaquin Delta College Teachers' Association CTA/NEA

July 1, 2018
through
June 30, 2021

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ARTICLE I

AGREEMENT

1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the San Joaquin Delta Community College District ("District") and the San Joaquin Delta College Teachers Association/CTA/NEA ("Association"), an employee organization.

1.2 This Agreement is entered into pursuant to Chapter 10.7 (commencing with Section 3540), of Division 4 of Title 1 of the Government code ("Act").

1.3 This Agreement shall remain in full force and effect from July 1, 2018 to June 30, 2021.

1.4 Any item negotiated and agreed to by both the District and the Association shall become a part of this Agreement.

1.5 Article 10: No later than Fall 2020, the parties agree to establish a joint committee to do research and make recommendations to the parties' bargaining teams about creating a fund for Group III including plan usage and qualifications. No later than Fall of 2021, the parties agree to negotiate the issue of Group III coverage/assistance during the 2021-2022 contract year.

1.6 The parties agree that for all vacancies through June 30, 2021, only those positions mandated by the parties' contract in Articles 17.16.2.2, 17.16.3.2 and Appendix K, State Law, or as determined necessary by the District shall be backfilled.

1.7 The parties agree to work collaboratively in conjunction with Academic Senate Leadership and other college constituent groups to develop a multi-year District staffing plan.

1.8 SJDCTA agrees to withdraw the current longevity and productivity grievance filed against the District. In addition, the parties agree to waive Article 18.1.1 for the 2019-2020 and 2020-2021 contract years only. The waiver shall not establish a precedent.

ARTICLE II

RECOGNITION

2.1 The District recognizes the Association as the exclusive representative of all full-time, part-time, and adjunct faculty (except those employed for less than three (3) semesters in any 6-year period) of the District, including librarians and counselors, excluding management, confidential and supervisory employees as defined in the Division 4 of Title 1 of the Government code ("Act"), for the purposes of meeting and negotiating.

ARTICLE III

DEFINITIONS

3.1 "Academic year" means that period between the first duty day of a fall semester and the last duty day of the following spring semester.

3.2 "Adjunct Faculty" refers to a temporary faculty member whose compensation basis is hourly rather than annually.

3.3 "Agreement" refers to a statement of understanding and intention between two or more parties with respect to the effect upon their relative rights and duties, of certain past or future facts or performances.

3.4 "Assignment" means the discipline(s) taught or regular duties performed as faculty members.

3.5 "College Instructional Day" is defined as 6:00 a.m. to 10:00 p.m. This definition is intended to describe the operation of the college, rather than assignment responsibility of the faculty, which will continue as per current practice.

3.6 "Consultation" refers to meetings, after proper notification, between designated management and association representatives to weigh the arguments for and against a proposed course of action, with the intent of such meetings to be to reach an understanding on the issues. Consultation shall occur on the definition of educational objectives, on the determination of content of courses and curriculum, on the selection of textbooks to the extent such matters are within the discretion of the District, and on other matters which are of mutual concern as determined by the District or the Association.

3.7 "Contract Employee" means a probationary employee as defined in Education Code.

3.8 "Contract Year" means that period between the first duty day and the last duty day of the faculty member's contract.

3.9 “Daily rate of pay" means the annual contract salary divided by the total number of duty days specified in the faculty member's contract.

3.10 “College Day" means all college classes and assignments which fall between the hours of 7:30 a.m. to 4:30 p.m. on Monday through Friday.

3.11 “Duty Days” mean the total required work days each semester as specified in Board-approved Academic Calendar (instructional days, mandatory and variable flex days and commencement).

3.12 "Faculty and Faculty member" refer to all members of the bargaining unit. The terms are also understood to refer to Professors (faculty who have received tenure), Associate Professors (faculty who are on the tenure track but have not yet received tenure or temporary one-year instructors), and Adjunct Associate Professors (adjunct faculty).

3.13 "Full-Time Teaching Faculty on fixed hour schedules" are those faculty whose full-time load is based on a set number of hours of work per week.

3.14 "Full-Time Teaching Faculty on unit based schedules" are those faculty whose full-time load is based on 15 units per semester.

3.15 "Late Evening Class" or "Late Evening Assignment" refers to a class or assignment commencing at 4:30 P.M. or later.

3.16 “Notification” means to inform in writing the party entitled to receive information regarding any action that will affect any item contained in this contract requiring mutual consultation and/or agreement between management and the association or bargaining unit members.

3.17 "Team Teaching" refers to instruction which involves two or more faculty members who are involved in the presentation of class materials requiring interdisciplinary topics. The hours of classroom presentation are shared by the faculty involved. The faculty members involved and the Division Dean(s)/Director(s) will determine the number of hours to be taught by each one.

3.18 “Regular Employee” means a faculty member who has acquired permanent status with the District.

ARTICLE IV

NEGOTIATION PROCEDURES

4.1 Not later than November 1 of the academic year in which this Agreement expires, the District and the Association shall meet and negotiate in good faith with regard to negotiable items. The District and the Association shall "sunshine" their proposals at the same Board of Trustees meeting. Salaries and benefits will automatically be included in the negotiations. Any agreement reached between the parties shall be stated in writing and signed by both the District and Association.

4.2 Upon agreement of the negotiating teams to the terms of this Agreement, it shall be submitted to the membership of the Association for approval. Upon approval of the Association membership, the Agreement will be presented to the Governing Board of the District at the next scheduled Board meeting or a special meeting.

4.3 Either party may utilize the services of outside consultants to assist in the negotiations.

4.4 Negotiations shall take place at mutually agreeable times and places.

4.5 The District and the Association may discharge their respective duties by means of authorized officers, individuals, representatives or committees.

4.6 Members of the Association's negotiation team shall receive reasonable reassigned time without loss of compensation to participate in negotiations and impasse proceedings. Substitutes will be provided when required.

4.7 The Association shall have the right to receive budget or financial material approved by the Governing Board of the District and such other information, including the Policy and Procedures Manual that is necessary for the Association to fulfill its role as the exclusive bargaining representative.

4.8 The District and the Association shall meet to negotiate any proposed changes in the Policies and Procedures Manual which modify or conflict with any provision of this Agreement.

ARTICLE V

NON-DISCRIMINATION AND HARASSMENT

5.1 The District shall not discriminate against a faculty member with respect to employment, either directly or indirectly, on the basis of such matters as race, ethnicity, religion, color, ancestry, age, sex, national origin, marital status, physical or mental disability, medical condition, genetic information, gender, gender identification, gender expression, sexual orientation, pregnancy, military and veteran status, membership or activity in the Association, political affiliation, domicile, or concurrent employment by the District members of the same family, or any other legally protected status. Alleged violations of Section 5.1 shall be addressed as prescribed in Administrative Procedure 3435 (Unlawful Discrimination and Harassment Complaint Procedure and Investigative Process, effective as of December 2015.) or as interpreted through a court of competent jurisdiction. Prior to implementing new changes to BP/AP 3435, the parties agree to meet to determine the impact of the proposed changes.

5.2 The District shall not discriminate, either directly or indirectly, against any faculty member with respect to hours, wages, terms or conditions of employment or application of the provisions of the Agreement or Board Policies. Alleged violations of Section 5.2 shall be addressed through procedures described in Section 8.1 of the Agreement ("Grievances").

ARTICLE VI
ASSOCIATION RIGHTS

6.1 The Association and its duly authorized campus representatives shall have use, on a cost covering basis, subject to the same charges as those made to divisions and departments, of college equipment and building facilities at all reasonable times, which shall include evening and weekend hours. Such equipment shall include, but shall not be limited to, word processing equipment, typewriters, duplicating equipment, calculating machines, data processing services to include mailing labels as regularly needed, and salary printouts and extra duty salary printouts, audiovisual equipment when such equipment is not otherwise in use, and reasonable use of the Publication Center.

6.2 The District shall make adequate bulletin board space available for Association use in each building housing faculty members, in the faculty dining area, and near the central mailboxes.

6.3 The Association and its campus representatives shall have the right to use the college mail distribution service for Association business. The material mailed shall indicate that it originated with the Association.

6.4 Duly authorized Association representatives shall be free to conduct official Association business, including grievance representation activities, on campus property as necessary.

6.5 The bargaining unit members shall be granted "reasonable periods of reassigned time without loss of compensation when meeting and negotiating and for the processing of grievances," as defined in the Educational Employment Relations Act.

6.6 Reassigned Time

6.6.1 The Association may purchase, in any year, additional reassigned time for its officers and bargaining team members.

6.6.2 Instructional Time: Such time may be purchased only for whole classes. The charge to the Association will be the cost to the District of employing an hourly instructor to teach the class or classes from which the instructor has been reassigned. No individual faculty member may be reassigned for more than 6 units in any semester under the provisions of this section.

6.6.3 Instructional Support Time: Such time may be purchased for a fixed number of hours per week as scheduled at the beginning of each semester. The charge to the Association will be the actual cost to the District of employing a substitute for the reassigned hours. No individual faculty

member may be reassigned for more than 14 hours per week under the provisions of this section.

6.6.4 Payment for reassigned time according to the provisions of this Agreement will be made annually.

6.7 The campus faculty parking identification sticker shall be provided at no cost to the Association for its designated CTA/NEA state or national staff representatives if one is required for preferred parking.

6.8 Names, principal division assignment, home addresses and telephone numbers of all full-time and adjunct faculty members shall be provided upon request to the Association no later than 30 days from the first day of each recognized semester or summer session, unless the unit member objects to the release of this information.

6.9 Changes

6.9.1 The Association may consult with the District on proposed changes to:

6.9.1.1 The definition of educational objectives,

6.9.1.2 The determination of the content of courses and curriculum,

6.9.1.3 The selection of textbooks.

6.9.2 The District shall consult with the Association, upon request, on any proposed changes in the use of electronic and technological devices if the use impacts working conditions. Such consultation shall occur during the decision making process at a time that will allow the Association input into the eventual District decision.

ARTICLE VII

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

7.1 Any faculty member who is a member of the Association, or who has applied for membership may sign and deliver to the college administration an assignment authorizing deduction of unified SJDCTA/CTA/NEA dues or assessments required by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the faculty member each month for ten months. Deductions for faculty members who sign such authorization after the commencement of the academic year shall be appropriately prorated to complete payments by the end of the period for which the faculty member was contractually employed during the current academic year.

7.2 With respect to all sums for membership dues deducted by the District pursuant to authorization of the employee, the District agrees promptly to remit such monies to the Association's designee, accompanied by an alphabetical list of faculty members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

7.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

7.4 Upon appropriate written authorization from the faculty member, the District shall deduct from the salary of any faculty member and make appropriate remittance for plans or programs as approved by the Association.

ARTICLE VIII
DISPUTE SETTLEMENT PROCEDURES

8.1 Grievances

8.1.1 Definitions

8.1.1.1 A "grievance" is a claim by a grievant that there has been a violation, misapplication or misinterpretation of any of the provisions of this Agreement or of any law, Board Policy, regulation or practice.

8.1.1.2 A “grievant” is the person or persons, including the Association or representatives thereof, making the claim.

8.1.1.3 A "party in interest" is any person who might be required to resolve the claim.

8.1.1.4 The term “days” used for calculating timelines are instructional duty days, Monday through Friday, not calendar days.

8.1.1.5 The term “calendar year” means dates between January 1 and December 31.

8.1.2 Purpose and Scope

8.1.2.1 A grievance shall mean that there has been an alleged misinterpretation, misapplication or a violation of terms and conditions of employment, such as matters relating to wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, class load, or procedures to be used for the evaluation of faculty members, as contained in negotiated agreements or Board policy or administrative procedures, and the denial of permanent status to third year contract faculty members if the denial was unreasonable to a reasonable person, or violated, misinterpreted or misapplied a policy or procedure regarding evaluation of probationary faculty members.

8.1.2.2 The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal. A manager's failure to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits, however, may be extended by mutual agreement.

8.1.2.3 An investigation or other handling or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities.

8.1.3 Procedures

8.1.3.1 A grievant may be represented at all steps of the grievance by an Association representative(s). The grievant and representative are responsible for citing the violation.

8.1.3.2 If at any step in the following process, the date when the step must be completed falls after the last day of Spring semester, the process will continue during the summer if the grievant (including the Association) are available for processing of the grievance.

8.1.3.3 Grievances may be filed on any date during the calendar year except when the campus is closed. If a grievant is off contract, the District will not be responsible to pay faculty or witnesses for their time to help resolve the issue.

8.1.3.4 Upon mutual agreement between the Association and the District, grievances can be started or forwarded at any level.

8.1.3.5 Upon mutual agreement of the Association and the District, a grievance may be taken directly to an advisory hearing.

8.1.3.6 Copies of all grievances and findings will be filed with the Vice President of Human Resources and Risk Management and the appropriate Manager/Supervisor.

8.1.3.7 <u>First Step:</u> Prior to filing a formal grievance at step two below, the grievant and/or the Association shall make a reasonable effort to discuss the matter with the Manager/Supervisor responsible for the action in question. This conversation shall be held within ten (10) days of the time of the request to discuss the matter with the Manager/Supervisor.

8.1.3.8 <u>Second Step</u>: If an informal meeting has not been held within ten (10) days of the notification of the Manager/Supervisor and if the grievance cannot be resolved informally, the grievant shall file the formal grievance in writing and, at a mutually agreeable time, discuss the matter with the appropriate Manager/Supervisor. The written grievance shall state the nature of the grievance and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) days

from the date of the occurrence of the event giving rise to the grievance. The manager shall make a decision on the grievance and communicate it in writing to the grievant within ten (10) days after receipt of the grievance.

8.1.3.9 Third Step: In the event the grievance has not been satisfactorily resolved at the second step, the grievant shall file, within ten (10) days of the Manager/Supervisor's written decision at the second step, a copy of the grievance with Assistant Superintendent/Vice President of Instruction (for instructors and librarians) or Assistant Superintendent/Vice President of Student Services (for counselors) or the Vice President of Human Resources and Risk Management (for issues pertaining, but not limited to payroll, employee benefits, etc.). Within ten (10) days after such written grievance is filed, the grievant and Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services or Vice President of Human Resources and Risk Management, shall meet to resolve the grievance. The Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services or Vice President of Human Resources and Risk Management shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the grievant and the grievant's Manager/Supervisor.

8.1.3.10 Fourth Step: In the event that the grievance has not been satisfactorily resolved at the third step, the Association shall file, within thirty (30) days of the written decision of the Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services or Vice President of Human Resources and Risk Management, a demand with the Superintendent/President, to proceed to the fourth step: a hearing before a Hearing Officer.

8.1.3.10.1 The Hearing Officer will be selected as follows:

8.1.3.10.1.1 With the concurrence of the Association, the Superintendent/President may serve as the Hearing Officer.

8.1.3.10.1.2 If the Association does not agree to have the Superintendent/President as the Hearing Officer, then the Association or District may request an Arbitrator chosen from the list of seven (7) names requested jointly by the Vice President of Human Resources and Risk Management and the

Association from the American Arbitration Association. The Association shall strike from the list the name of one candidate; then the Vice President of Human Resources and Risk Management shall strike the name of one candidate; the names will be stricken in this manner until the name of one candidate remains, who shall be the Hearing Officer.

8.1.3.10.2 The Hearing Officer shall conduct a hearing within either ten (10) days of the receipt of the written appeal of the third step decision or ten (10) days of agreement on the Hearing Officer. The Hearing Officer shall notify the District and the Association of his/her advisory decision within ten (10) days of such hearing. Within ten (10) days of the receipt of this written advisory decision by the Hearing Officer, the Superintendent/President will render a final written decision setting forth the reasons for such decision. This decision shall be final insofar as this administrative procedure is concerned.

8.1.3.10.3 The Association will pay half of the unreimbursed cost of any hearing.

8.1.3.11 Optional Fifth Step: At the option of the Association, the Board of Trustees may be requested to review the written record of the hearing procedure. The dispute settlement procedure must have gone through the hearing process before this is done.

8.2 Unlawful Discrimination and Harassment

8.2.1 Charges of harassment and/or discrimination shall be handled in accordance with Article V Non Discrimination and Harassment.

ARTICLE IX

LEAVES

9.1 The benefits provided faculty members by Sections 87763 through 87788 and 87700 and 87701 of the Education Code are incorporated into this agreement except as supplemented in this Article. Adjunct faculty are entitled only to sick leave as enumerated in this Article, and such other leaves as are provided by law.

9.1.1 Whenever possible, advance notification to the immediate supervisor of any absence shall be given

9.2 Sick Leave (including maternity leave): Full-time contract and regular faculty members will be entitled to ten (10) days of paid sick leave each academic year (Education Code, Section 87781). Hourly faculty shall accrue sick leave at the rate of one (1) hour of sick leave for each 16 hours assigned.

9.2.1 Unused sick leave will accrue throughout the period of employment by each faculty member with the District.

9.2.2 At the beginning of each school year, every contract and regular faculty member will receive a sick leave allotment credit, equal to the entitlement for the school year. A faculty member may use this credited sick leave at any time during the school year. At the beginning of each semester, every hourly faculty member will receive a sick leave allotment credit based on their assigned hours. Upon separation from the District, any sick leave paid but not earned by a faculty member shall be deducted from the final paycheck.

9.2.3 With the first regular payroll of each semester, the District will provide every member with a written statement of the current and accrued sick leave for contract, regular, and hourly faculty.

9.2.4 Faculty employed during the summer session may utilize any hourly sick leave accumulated during the regular school year.

9.3 Sick Leave Reporting: For full time or contract faculty, sick leave reporting will be deducted as follows:

- Sick leave reporting of three (3) hours or less (of class, counseling, or library time), on any given day will result in a deduction of one-half (.5) day of sick leave.
- Sick leave reporting of more than three (3) hours (of class, counseling or library time), on any given day will result in a deduction of one (1) full day of sick leave.
- Sick leave will be charged ONLY for the days a faculty member is scheduled to work, per the contract, as assigned by the District.

- Office hours and service to the college are not included in the above calculation.

For adjunct faculty or overload hourly faculty:

- Sick leave will be reported and deducted on an hour per hour basis (regardless of how many full time hours are reported/deducted per day).

9.4 Supplemental Sick Leave: In each academic year, if a faculty member has utilized all individual accumulated sick leave and is still absent from duty on account of illness or accident for a period of five (5) school months or less, the faculty member shall receive 50% of pay for time missed. For accounting purposes, any time used in one day shall be counted as one full day of supplemental sick leave. The five (5) months or less period during which the above leave is calculated includes all other paid sick leave provisions for which the faculty member is eligible (Education Code Section 87780).

9.5 Voluntary Sick Leave Bank: A Voluntary Sick Leave Bank will be established and maintained by the voluntary contributions of accrued sick leave days by full-time contract and regular faculty. The intent of the Voluntary Sick Leave Bank shall be to assist and aid contract and regular faculty who experience unusual circumstances that cause a need for sick leave beyond that which they have earned and accrued. The Voluntary Sick Leave Bank shall be managed by the District's Human Resources Office.

9.5.1 Eligibility: Participation in the Voluntary Sick Leave Bank shall be limited to full-time contract and regular faculty. In order to be eligible, the contract or regular faculty member must have authorized the District's Human Resources Office in writing to deduct one day of sick leave immediately and an additional day each time the Sick Leave Bank balance falls below one hundred (100) days. Such deductions shall continue until the member notifies the Human Resources Office in writing of his/her withdrawal from participation in the Bank. Participation in the Voluntary Sick Leave Bank shall be voluntary and may be withdrawn at any time without retrieval of contributed leave.

Contributing faculty participating in the Voluntary Sick Leave Bank upon implementation of the Bank are eligible for benefits immediately. Newly hired contributing faculty who join the Sick Leave Bank within thirty (30) days are eligible for benefits immediately. Contributing faculty joining or rejoining the Sick Leave Bank at a subsequent time can only enroll during an annual open enrollment period which will be the same annual open enrollment period used for employee health insurance changes.

All regular sick leave must be exhausted before a member of the Bank is eligible for benefits from the Voluntary Sick Leave Bank.

A Bank member's ability to draw on the Bank is subject to there being an available balance in the Bank.

9.5.2 Physician Certification: In order to utilize the Sick Leave Bank an employee must present to the District's Human Resources Office a physician's statement certifying that he or she will be unable to perform the function of the job for a period extending at least ten (10) working days beyond the exhaustion of available sick leave.

9.5.3 Coordination of Benefits: Voluntary Sick Leave Bank benefits must be coordinated with supplemental sick leave, until an employee is eligible for disability. In no case will an employee be allowed to draw from the Bank after he/she is eligible for disability payments. An eligible member shall be limited to a maximum of one hundred (100) days of half-pay per academic year in conjunction with the use of supplemental sick leave.

9.6 Voluntary Adjunct Sick Leave Bank: A Voluntary Adjunct Sick Leave Bank will be established and maintained by the voluntary contributions of accrued sick leave hours by adjunct faculty. The intent of the voluntary sick leave bank shall be to assist and aid only adjunct faculty who experience unusual circumstances that cause a need for sick leave beyond that which they have earned and accrued. Contract and regular faculty who work overload shall not be eligible to participate in the Voluntary Adjunct Sick Leave Bank. The Volunteer Adjunct Sick Leave Bank will be managed by the District’s Human Resources Office.

9.6.1 Eligibility: Participation in the Voluntary Sick Leave Bank shall be limited to adjunct faculty who have received and signed a contract for the semester. In order to be eligible the faculty member must have accrued a minimum of three (3) hours of sick leave. Eligible members shall authorize the District’s Human Resources Office in writing to deduct three (3) hours of sick leave immediately and three (3) hours each time the Sick Leave Bank balance falls below 200 hours. Such deductions shall continue until the faculty member notifies the Office of Human Resources in writing of his or her withdrawal from participating in the Bank. Participation in the Bank shall be voluntary and will be continuous. Participation may be withdrawn at any time without retrieval of contributed leave.

Contributing faculty participating in the Bank must join within 15 days of the start of the fall or spring semester or within 5 days of the start of the summer term.

All hourly sick leave must be exhausted before a member of the Bank is eligible for benefits from the Voluntary Sick Leave Bank.

A Bank member’s ability to draw on the Bank is subject to there being an available balance in the Bank.

Adjunct faculty separating from the District who are ineligible to convert unused sick leave hours for service credit retirement in CalSTRS or CalPERS may donate their unused sick leave hours to the Sick Leave Bank and/or any current employee of their choosing.

9.6.2 In no case will an adjunct faculty member be allowed to draw from the Bank after he or she is eligible for disability payments. An eligible member shall be limited to a maximum of 70 hours per semester.

9.6.3 Physician Certification: In order to utilize the Sick Leave Bank an adjunct faculty member must present to the District's Human Resources Office a physician's statement certifying that he or she is unable to perform the function of the job.

9.7 Leave for Industrial Accident or Illness: All District faculty members who are eligible for Workers' Compensation benefits will be provided with industrial accident and illness leave according to the following provisions: (Education Code 87787)

9.7.1 The accident or illness must have arisen out of and in the course of the employment of the faculty member and must be accepted by the District's Self Insurance Fund as a bonafide injury or illness utilizing the same standards used by the State Compensation Insurance Fund.

9.7.2 Allowable leave for each industrial accident or illness shall not exceed 60 days, during which the college is in session, or when the faculty member would otherwise have been performing work for the District in any one fiscal year.

9.7.3 Allowable leave will not be accumulated from year to year.

9.7.4 When an industrial accident or illness leave overlaps into the next fiscal year, the faculty member shall be entitled to only the amount of unused leave (from the 60 days allotment) due for the same illness or injury.

9.7.5 The leave under these rules and regulations will commence on the first day of absence.

9.7.6 Payment for wages lost shall not, when added to an award granted the faculty member under the Workers' Compensation laws of this State, exceed the normal wage for the day.

9.7.7 Industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

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

9.7.9 Upon termination of the industrial accident or illness leave, the faculty member will be entitled to the benefits provided for sick leave (Education Code 87781) and absence for such purpose will be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the faculty member continues to receive temporary disability indemnity, he may elect to draw on accumulated sick leave to provide (with temporary disability indemnity payments) total income not to exceed normal full wages.

9.7.10 The Governing Board may provide for such additional leave of absence for industrial leave as it deems appropriate.

9.7.11 Periods of leave of absence under this provision shall not be considered to be a break in service of the faculty member.

9.7.12 Any faculty member receiving Workers' Compensation benefits shall remain within the State of California during periods of illness or injury unless otherwise authorized by the Governing Board.

9.8 Personal Necessity Leave

9.8.1 The faculty member requiring a leave under this section shall verify by submitting a signed Faculty Personnel Absence Report that leave will be taken for one of the reasons listed as permissible under this section. A faculty member may elect to use not more than six (6) days of accumulated sick leave benefits in a school year in the following cases of personal necessity:

9.8.1.1 Death of member of the faculty member's immediate family. According to Education Code 87788, immediate family is defined as mother, father, grandmother, grandfather, or grandchild of the faculty member or of the spouse of the faculty member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the faculty member, or any relative living in the immediate household of the faculty member.

9.8.1.2 Accident involving the faculty member's person or property, or the person or property of a member of the faculty member's immediate family, as defined above, of such an emergency

nature that the immediate presence of the faculty member is required during a work day.

9.8.1.3 Appearance in court or mandatory legal proceeding, as litigant, or as a witness under an official order, except as a party in an action against the District. If the faculty member is a party in an action against the District, and appearance in court or a mandatory legal proceeding is required, an unpaid leave of absence will be granted by the District, upon request by the faculty member.

9.8.1.4 Serious or critical illness of a member of the immediate family, as defined above, calling for services of a physician and of such an emergency nature that the immediate presence of the family member is required during the work day.

9.8.1.5 Death of a member of the family not considered immediate family, i.e., aunt, uncle, brother-in-law, sister-in-law.

9.8.1.6 When events of compelling personal importance (Section 87781.5) occur which require the immediate attention of the faculty member during assigned hours of service and the circumstances cannot be reasonably disregarded, leave up to a maximum of six (6) days may be granted, as authorized by Section 87784 of the Education Code in any school year for all cases of personal necessity listed in paragraph (1) through (5) above, or:

9.8.1.6.1 To a parent upon the birth or adoption of a child.

9.8.1.6.2 To take any advanced educational degree examination.

9.8.1.6.3 To get married.

9.8.1.6.4 To attend marriage of son or daughter.

9.8.1.6.5 To attend a graduation for spouse, son, or daughter.

9.8.1.6.6 To appear before a governmental agency when compelled to do so by the agency for purposes directly related to the faculty member. This provision shall not be construed to authorize leave for purposes of providing services to such an agency, whether for compensation or otherwise, nor shall this provision be deemed to authorize leave for the purpose of seeking

membership in or employment with such governmental agency.

9.8.1.6.7 Six (6) days per year, of the existing allowed days for compelling personal importance may be used for personal necessity as determined by the employee.

9.8.1.7 In a situation which makes it impossible for a faculty member to get to the work location due to a natural disaster as declared by the Superintendent/President, the faculty member may use up to three (3) days personal necessity leave for this purpose.

9.8.2 Leaves not qualifying under provisions for Personal Necessity Leave may be considered under Article 9.12, Other Paid Leaves.

9.9 Bereavement Leave - Every faculty member shall be entitled to three (3) days of paid leave of absence, or five (5) days if out-of-state travel is required, for each occurrence on account of the death of any member of the immediate family. This leave shall not be deducted from sick leave.

9.10 Jury Leave - A faculty member shall be entitled to as many days of paid leave as are necessary for jury duty. This leave will not be deducted from any accumulated leave. The faculty member shall deposit with the Cashier, checks received from the judicial system for jury duty. Any meals, mileage, or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

9.11 Sabbatical Leave - The Board may grant any regular faculty member a leave of absence not to exceed one year for the purpose of permitting study or travel by the employee which will benefit the college and students of the District. A faculty member who has been granted a sabbatical leave and refuses it after 30 days from Board approval may not re-apply for 7 years.

9.11.1 Sabbatical leaves may be granted for a full year or for one semester for regular faculty who have rendered at least six (6) consecutive years of service to the District or at least six (6) years of service since initial hire or the last sabbatical leave. A one semester leave shall constitute a complete sabbatical.

9.11.2 The number of faculty on a full year or semester leave during any one year shall be limited to three percent (3%) of the contract and regular faculty employed by the District.

9.11.3 Granting a sabbatical leave is to permit the faculty member an opportunity to pursue a planned and definite project of study, travel or research, or a

combination of these, which will have a substantial benefit to the District and its students.

9.11.4 The Faculty Professional Growth Committee shall make available to the faculty Sabbatical Leave Application forms no later than September 1 of each year. The faculty shall be informed of the availability of the applications in a timely manner.

9.11.5 The formal application requesting sabbatical leave for the fall or spring semester, or both, will be submitted to the Faculty Professional Growth Committee on or before October 1 of the school year prior to the year for which leave is being requested.

9.11.6 The Faculty Professional Growth Committee will submit its decision either to recommend or not to recommend the application to the Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services, as appropriate. The Assistant Superintendent/Vice President will review the proposals and submit a decision either to recommend or not recommend to the Superintendent/President by January 15. Applicants will be notified within 7 working days of the Assistant Superintendent/Vice President's decision. The Superintendent/ President will consider the recommendation(s) of the Assistant Superintendent/Vice President and make a recommendation to the Board of Trustees. The Superintendent/President or designee will notify the applicant within 24 hours of the Board's action. Within thirty (30) days after the Board action, those applicants who were rejected for sabbatical leave will be given, in writing, the specific reasons for rejection.

9.11.7 A faculty member who is on sabbatical leave will be paid full salary by the District for a semester's leave and at a level of sixty-two and one-half percent (62.5%) of salary for a full year's leave. There shall be no reduction in employee benefits during the term of a faculty member's sabbatical leave. Faculty shall not be given any work assignment including overload during the period of the sabbatical.

9.11.8 Upon request the District and a faculty member who is to go on sabbatical leave shall develop a payment schedule which is acceptable to both, at least thirty (30) days before the sabbatical leave is scheduled to commence.

9.12 <u>In-Service Leave</u> - A faculty member may apply for in-service leave, using the normal procedure for submitting a Faculty Travel Request. If the request is granted, the paid leave shall not exceed three (3) days for each school year. All expenses for in-service leave will be paid at the rate listed in the Travel and Mileage Reimbursement Bulletin and will be charged to the appropriate travel budget.

9.13 Other Paid Leaves - Leaves may be granted for mini-sabbatical and staff development purposes.

9.14 Leave of Absence - The Board of Trustees may grant a leave of absence to any permanent faculty member for a purpose other than those listed in this Agreement or the Policy Manual if such leave meets with the approval of said Board. A faculty member who has applied for a disability allowance under STRS shall be granted an unpaid leave of absence of up to the date of the STRS ruling on disability.

9.15 Miscellaneous - Unless otherwise provided in this Article, a faculty member on paid leave of absence shall be entitled to (a) a return to the same assignment held immediately before commencement of the leave; (b) receive credit for annual salary increments provided during the leave; and (c) receive during the leave all other employee benefits, to the extent not expressly prohibited by law. A faculty member on unpaid leave shall be entitled to return to the assignment, unless mutually agreed to by both parties, held immediately before commencement of the leave. The faculty member shall be entitled to all other employee benefits granted faculty members on paid leave, through the payment of appropriate premiums and other charges on a payment schedule acceptable to the faculty member and the District. Employees on unpaid leave shall not be eligible for sick leave, the use of bereavement leave, or jury or personal necessity leave.

ARTICLE X

EMPLOYEE BENEFITS

10.1 Eligibility

10.1.1 The District shall provide all contract and regular faculty members and their dependents benefits under the following plans:

10.1.1.1 Health Insurance and Prescription Drug Plan Coverage via a choice of one or more Preferred Provider Option (PPO) with a Drug Plan, or Health Maintenance Organization (HMO) options which include drug plans or coverage.

10.1.1.2 Dental Insurance

10.1.1.3 Life Insurance

10.1.1.4 Vision Care Plan

10.1.1.5 Long-Term Disability Plan

10.1.2 New eligible members receive benefits beginning the first of the month following thirty (30) days of continuous employment.

10.1.3 Adjunct faculty may elect to participate in the current health benefit package provided by the California's Valued Trust (CVT) for active employees. These benefits will be fully paid by the adjunct faculty member and on terms acceptable to CVT, with the qualification that there will be no continuing obligation by the District if CVT or other carrier later removes eligibility of adjunct faculty. In the event CVT or subsequent carrier disallows health benefits for adjunct faculty, the District will meet with the Association to negotiate on the issue of health benefit coverage for adjunct faculty.

10.1.4 The District will meet and negotiate with the Association regarding any contemplated change in carrier or coverage.

10.1.5 For purposes of this Article, faculty members employed on a half-time basis pursuant to the provisions of Article XXIII of this Agreement shall be deemed to be full-time faculty members.

10.2 Tax Sheltered Annuities

10.2.1 Faculty members may participate in a tax sheltered annuity from the District provided list of vendors, with the District providing payroll deductions for this purpose.

10.3 Voluntary Payroll Deductions

10.3.1 Deductions will be made from salary upon request by the faculty member for District-approved purposes.

10.4 Medical Examinations and Tests

10.4.1 All medical examinations and tests requested by the District shall be paid for by the District.

10.5 Enrollment Fee for Delta College Classes: The District will pay the enrollment fee for contract and regular faculty and their dependents, as claimed on the contract and regular faculty member's tax return for the year in which the faculty member and/or dependent is enrolling. The enrollment fee shall be paid for any Delta College credit class. The individual faculty member or dependent must enroll through the regular registration process and will be responsible for all other costs associated with the class.

10.6 Benefits for Active Contract and Regular Faculty Members

10.6.1 The benefits provided in this Article shall remain in effect without interruption during the term of this Agreement.

10.6.1.1 CVT is the current provider, but the District will meet and negotiate with the Association regarding any contemplated change in carrier or coverage.

10.6.1.2 Within the restrictions of CVT, the Association will select the plan and level of coverage it wishes to offer its members.

10.6.1.3 Contract and regular faculty members do not have the option of not participating or "opting out" of selecting health benefits.

10.6.2 If a faculty member desires insurance coverage to continue during periods of unpaid leaves of absence from the District, the faculty member will be required to pay the premiums on insurance benefits monthly in advance. Unpaid leaves are to be considered interruption - not a break in service. Under this section, the period required for

benefits upon retirement would be extended beyond the twenty-two (22) years, by the length of the unpaid leave.

10.6.3 COBRA continued health plan coverage will be provided in accordance with the provisions listed in Appendix G.

10.6.4 A year of service will be that period determined by the State Teachers' Retirement System or Public Employees' Retirement System as constituting a year.

10.6.5 Effective October 1, 2015, each active contract and regular faculty member shall receive an employer healthcare contribution of $19,581.24 for health, vision, and dental benefits. Beginning October 1, 2016, the employer healthcare contribution shall be calculated using the CVT composite rate structure for the combined cost of the vision, basic incentive dental with prosthodontic rider, and Kaiser 7 or Blue Cross 10D medical plan whichever is more expensive. The annual employer healthcare contribution will be equal to the calculation stated above, however the contribution shall not exceed 4% over the employer's prior year's contribution.

10.6.6 Life insurance and long-term disability is paid for and provided by the District.

10.6.7 Each active contract and regular faculty member shall select a plan and the level of coverage, and the District shall contribute towards the cost of the selected plan up to the annual employer healthcare contribution allocated monthly. If the cost of the selected plan(s) is greater than the annual employer healthcare contribution, the faculty member shall pay the difference each month through a payroll deduction.

10.6.8 The annual employer healthcare contribution and the corresponding payroll deductions for these benefits will be divided and distributed by the number of months the faculty member works, although the benefits will be received each of the twelve (12) months of the benefit year.

10.6.9 Benefits paid by the employee and/or the District will be for the current month, on a pay-as-you-go basis.

10.6.10 Faculty members may individually elect to pay for such benefit costs on a pre-tax basis via payroll deductions through the District's Section 125 Flexible Benefit Plan. Payroll deductions will be made from the employee's salary.

10.6.11 Notification of changes in plans, deadlines for payments, and plan coverage will be provided to current and retired employees thirty (30) days prior to the effective dates.

10.7 Surviving Spouses

10.7.1 The employment benefits as stated below will be granted the surviving spouses of retired regular faculty members who have qualified for the continuation of such retiree health benefits provided that the surviving spouse notifies the District within a 30-day period after the death of the retired faculty member of their election to continue the coverage. In order to continue coverage as provided herein, the surviving spouse shall be responsible for payment at the District retiree rate at the time of retirement.

10.7.1.1 Health Insurance and Prescription Drug Plan Coverage

10.7.1.2 Dental Insurance

10.7.1.3 Vision Care Plan

10.7.2 Should a contract or regular faculty member die while under contract to the District, the surviving spouse shall be entitled to continued coverage under the benefits stated below provided that the surviving spouse notifies the District within a 30-day period after the death of the faculty member of election to continue coverage. Such spouse shall pay the premium for the continued coverage on a month-to-month basis.

10.7.2.1 Health Insurance and Prescription Drug Plan Coverage

10.7.2.2 Dental Insurance

10.7.2.3 Vision Care Plan

10.8 Continuation of Benefits Upon Retirement

10.8.1 The District agrees the contract language for both Group I and Group II shall include continuing medical benefits upon retirement as defined below in Groups I and II for active employees who retire from the District and their eligible dependents. Dependent shall be defined as spouse or domestic partner, dependent natural or adopted child, stepchild, child of domestic partner and/or legal guardianship of minor child. Dependents must meet the eligibility requirements and age limits of the current third party administrator and plan providers. Verification of dependency will be required. (i.e. marriage license, domestic partnership certification, birth certificate, etc.).

10.8.2 Group I:

10.8.2.1 Hire Dates and Service Criteria: Group I includes faculty employees who were employed prior to October 20, 1987 and have twenty (20) years of continuous district service immediately preceding their retirement under State Teachers' Retirement System or State Public Employees' Retirement System.

10.8.2.2 Benefits Upon Retirement: Group I faculty employees are eligible for continuing medical benefits (including prescription drug plan), dental, life insurance, vision, and Employee Assistance Program coverage after their retirement from the District. These faculty employees may continue to be employed by the District until they choose to retire. Upon retirement, the level of medical benefits during retirement shall be the same as stated in Appendix M, provided that such retirees have satisfied the appropriate qualification period of consecutive years of service and are enrolled (spouse included) in Medicare when eligible. The cost of premiums and Medicare shall be borne by the District.

10.8.3 Group II

10.8.3.1 Hire dates and Service Criteria: Group II includes active faculty employees who do not meet the eligibility criteria of Group I, and who were continuously employed by the District prior to May 31, 2007.

10.8.3.2 Current faculty employees hired between October 20, 1987 and May 31, 2007 (inclusive) must have twenty-two (22) years of continuous District service immediately preceding their retirement under State Teachers' Retirement System or the State Public Employees' Retirement System to be eligible to receive medical benefits upon retirement.

10.8.3.2.1 Benefits upon Retirement: Group II:

10.8.3.2.1.1 Faculty employees who meet the Group II eligibility criteria and are under the age of Medicare eligibility will continue to receive the same annual employer healthcare contribution as a current active employee allocated on a monthly

basis until they reach the age of Medicare eligibility, after which point they will receive benefits as detailed in 10.8.3.2.1.2. The pre-Medicare Group II retirees shall select from the benefit plans that are available to the active faculty. These pre-Medicare Group II retirees are eligible for continuing medical (including prescription drug plan), dental, life insurance, vision, and Employees Assistance Program coverage.

10.8.3.2.1.2 Group II Faculty employees who meet retiree Benefit eligibility criteria and who have reached the age of Medicare eligibility shall select a Medicare Carve Out Plan from the benefit plans that are available to the active faculty which maintains the level of Medicare benefits to the level of the active faculty employees. The District's contribution to the Medicare Carve Out Plan shall not exceed the amount of the annual employer healthcare contribution provided to active faculty employees. The Medicare Group II retirees are eligible for continuing medical (including prescription drug plan), dental, life insurance, vision, and Employee Assistance Program coverage.

10.8.3.2.1.3 The total level of benefits provided to any retiree in Group II (pre-Medicare and Medicare) by the District will be equal to the level of benefits provided to an active faculty.

10.8.3.2.1.4 If the cost of the plan selected is more than the annual employer healthcare contribution, the retiree

is responsible for any additional cost of the plan on a monthly basis.

10.8.4 Group III

10.8.4.1 Hire dates and service criteria: Group III includes active faculty employees who do not meet the eligibility criteria of Group I or II, and who began their continuous employment with the District after May 31, 2007.

10.8.4.2 Benefits upon retirement: Group III faculty employees who begin their continuous employment in a benefited position with the District after May 31, 2007, will be eligible for active faculty employee health benefits during their employment, but will not be eligible for continuing medical benefits from the District upon retirement.

10.8.4.3 Current and future faculty employees who retire after May 31, 2007, and who are either eligible to be covered by Medicare or who are not eligible for continuing health benefits upon retirement will have access to available supplemental health plans at District rates for themselves and their eligible dependents. The cost for this coverage will be borne exclusively by the retired faculty employee and/or their dependents.

ARTICLE XI

WORKING CONDITIONS

11.1 Upon appointment, and during every year of employment thereafter, each contract and regular faculty member shall be provided with an individual office unless an exception is requested by the faculty member. Said office shall be maintained, lighted, ventilated, and heated or cooled, as applicable, during all faculty duty days and to the extent practicable during other periods where special arrangements have been made. Faculty offices, including those designated for part-time faculty, shall be equipped at least with the following, all of which shall be maintained in working order:

11.1.1 A lockable door

11.1.2 One (1) desk with one (1) lockable drawer

11.1.3 One (1) rolling desk chair

11.1.4 Up to two (2) chairs for visitors

11.1.5 One (1) lockable filing cabinet

11.1.6 One (1) wastebasket

11.1.7 One (1) desktop or laptop computer

11.1.8 One (1) bookcase

11.2 Each faculty member shall be provided with keys to his/her individual office and appropriate keys to the building in which the office is located.

11.3 Conference rooms for faculty use will be available for meetings and conferences related to employment. Use of such rooms shall be approved by the proper authority.

11.4 Clerical assistance shall be available to all faculty members through their respective Division Office. Clerical assistance will include but is not limited to:

- update, clean up, or reformat documents, examinations, and answer keys
- process and complete instructional manuals, booklets, or workbooks
- convert PDFs or hard copies into Word documents
- create templates, web-based electronic forms, or PowerPoint presentations
- input data into the curriculum management system
- format quizzes or exams for uploading into the online course management system
- use Photoshop to improve images

- assist with Scantron or other test scoring systems
- assist with other clerical needs

The Division Dean shall work with faculty to ensure that faculty clerical needs are fulfilled. Faculty members may use the duplicating equipment in any Division Office.

In addition, adequate clerical assistance to support curriculum development and administrative functions associated with Academic Senate, Curriculum Committee, Faculty Professional Growth Committee, Flex, and curriculum development will be provided.

11.5 Faculty members' participation in, or attendance at, all college-sponsored functions and activities shall be voluntary.

11.6 Protective attire required by the District or law, will be provided and maintained by the District.

11.7 All faculty members and members of their immediate families and retired faculty members shall be provided free tickets to all District athletic events and other activities to which student activity tickets normally apply.

11.8 Parking

11.8.1 The District will provide each member of the CTA bargaining unit with one parking permit per year without charge. The District will also provide one additional permit upon request.

11.9 Any faculty or staff meeting called by the college administration, a division, or a department shall be scheduled during a regular duty day at a time when a minimal number of classes are in session, except that there may be one division meeting each semester at which the entire divisional faculty, including the hourly instructors and regular day instructors, will meet together that will not be scheduled during the regular duty day.

11.9.1 Normally, each affected faculty member shall be provided sufficient notice of the meeting, and normally an agenda shall be distributed at least two (2) days in advance.

11.9.2 In the event of an emergency meeting or one involving required attendance, all affected faculty members shall be relieved of their professional responsibilities for the duration of the meeting. A faculty member shall not be required to make up a missed class or office/desk hour, if required to attend such a faculty meeting.

11.9.3 In the event contract or regular faculty are required to participate in a District sponsored activity that necessitates the cancelling of a faculty member's assigned duties/class assignments, the faculty member shall not be required to make up the missed assignment.

11.10 Administration-ordered class or other duty cancellations for whatever reason on established duty days shall not in any way alter the status of those days as duty days for the purpose of faculty members' contractual rights, compensation and benefits; in no event, however, will classes be held for less than the minimum number of days provided in Section 84370 of the Education Code.

11.11 Faculty members' daily teaching or duty schedules shall comprise an elapsed time of no more than six (6) consecutive hours, from the beginning of the first contract or regular assignment through the end of the last contract or regular assignment on that day. Lunch breaks may be provided but are not to be considered as part of the consecutive hours.

11.11.1 Exceptions may be permitted in cases where a faculty member specifically requests or agrees in writing to a different type of schedule.

11.11.2 Hourly assignments shall not be considered part of the duty day and shall be compensated in accordance with the provisions of Article XIX - Hourly Compensation.

11.11.3 All travel time involved in meeting contract and regular assignments at a site other than the main college campus shall be included in determining the six-hour period where such assignments are part of a faculty member's full-time work load.

11.11.4 Exception to the elapsed time provisions above may be permitted in cases where a faculty member specifically requests or agrees in writing to a different elapsed time period, or in cases where an exception is necessary in order to complete a full contract load. The District will take no punitive action against employees to assign them evening or weekend classes.

11.12 Faculty members shall be provided no less than twelve (12) consecutive hours elapsed time between the end of the last contract or regular assigned class, or hour on one day, and the beginning of the first assigned class, or hour, on the following day.

11.12.1 In the case of late evening assignments, a minimum of nine (9) consecutive hours shall elapse between the last class or the conclusion of travel on one day and the first class or the initiation of travel on the following day.

11.12.2 Exception to the elapsed time provisions above may be permitted in cases where a faculty member specifically requests or agrees in writing to a different elapsed time period, or in cases where the instructor must take a late evening class in order to complete a full contract load.

11.13 All faculty members shall be notified in writing at least six (6) weeks in advance of a given academic session of their tentative schedules for the ensuing academic period. Each faculty member shall meet with the faculty member's immediate supervisor, or Division Dean, to modify or otherwise alter said schedule as necessary.

11.13.1 Signed contracts shall be mutually binding. Course cancellations shall in no way affect the District's contractual obligation to compensate the faculty member or the faculty member's contractual obligation to serve the District. Hourly contracts may be terminated for low enrollment or reassignment.

11.13.2 All classes shall be assigned to rooms and laboratories which can accommodate them and which are also heated, cooled, lighted, ventilated, equipped, and maintained.

11.13.3 Classes for a given course section in any given academic period shall be assigned to the same room for all scheduled class meetings, barring extraordinary or emergency circumstances.

11.13.4 A faculty member shall not be assigned any class or duty for which the faculty member does not have adequate training and experience as determined by meeting Board of Governors minimum qualifications and competence in the appropriate Faculty Discipline Area.

11.14 All hourly assignments shall be voluntary and shall be treated in accordance with the provisions of Article XIX - Hourly Compensation when any such assignment represents a load in excess of the full-time workload as defined in Article XVII - Workload.

11.15 Individual bargaining unit members or groups of bargaining unit members may use college facilities when those facilities are not being used during the regular academic year. The use of college facilities shall be for the purpose of meetings or recreation and avocational interests if the facility used for avocational interest is a laboratory which is normally used by the faculty member in his/her regular assignment. College facilities may not be used for commercial purposes, avocational interests (except as noted above), or personal financial gain. The use of college facilities by bargaining unit personnel does not permit the concurrent use of the same facility by non-college personnel. The use of college facilities by members of the bargaining unit shall not be at District expense; charges will be made for overtime of additional support personnel, equipment, material supplies,

and energy-related utilities required beyond that normally furnished in the day to day business of the District. The Division Dean of Arts and Communications, Division Dean of Physical Education, Recreation, and Athletics and/or Director of Facilities and Operations have the prerogative to determine which facilities may be used and when supervision of any activity will be required in the interest of district liability. Regular facilities use procedures, as outlined in the 9000 Series of the Board Policies and Procedures, must be followed.

11.16 The District hereby recognizes and reaffirms its belief that faculty, as professionals and as employees in a non-traditional work setting, follow non-traditional working patterns as a means of best discharging their professional responsibilities. The District and the Association agree that past practices with respect to the non-traditional working patterns of faculty shall not in any way be abridged, diminished, or altered during the life of this agreement and shall be applied in a manner consistent with the terms and conditions of this Agreement.

11.17 All forms currently required of faculty members will be maintained in the Instruction Office. The District will provide the Association a complete set of the actual forms required of faculty members. It is understood that any additional information required by any governmental agency or accrediting authority or the District's insurance carriers will be provided by the faculty member. The faculty will provide this information in a timely and accurate manner. The District has the right to change forms unless 30 percent of the faculty disagree. In that event, the change would be negotiated.

11.18 It is the existing policy of the District to maintain and encourage academic freedom, tenure rights, and recourse on these items consistent with the existing laws and District policies. In the event that a faculty member is of the opinion that the right of academic freedom, tenure rights, or recourse on these items is in any way under restraint, that faculty member shall have the right to proceed against this restraint through the Dispute Settlement Policy and through those avenues of recourse guaranteed by existing civil statutes. Upon request of a bargaining unit member, the Association may provide assistance and counsel on these matters.

11.19 Faculty shall be allowed mileage according to rates established by the Internal Revenue Service for off-campus travel required as part of the faculty member’s assignment.

ARTICLE XII
PERSONNEL FILES

12.1 Records relating to the employment of faculty members shall be maintained in individual personnel files located in the Office of Human Resources.

12.2 Materials in personnel files of faculty members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

12.3 Faculty members shall not be entitled to review ratings, reports or records which (a) were obtained prior to the employment of the person involved, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.

12.4 Faculty members shall have the right to examine and/or obtain copies of any materials contained in the personnel file upon request, provided the request is made at a time when such person is not actually required to render services to the District and the Office of Human Resources is open for official business.

12.5 No person shall have access to faculty member's confidential personnel file except when actually necessary in the proper administration of the District's affairs, including, but not limited to the supervision of the employee, or when compelled by law. The Vice President of Human Resources and Risk Management shall maintain in each file a log showing the date access to each file was granted and the signature of the person to whom access was granted.

12.6 Information of a derogatory nature, except the items listed in 12.3 above, shall not be entered or filed unless and until the faculty member is given notice and an opportunity to review and comment thereon. Faculty members shall have the right to have such comments entered and attached to any such derogatory statement. Faculty members shall have the right to grievance procedures for the purpose of having false, erroneous or detrimental information rectified or expunged. Faculty members shall have the right to grieve the content of evaluations through the third step of the Dispute Settlement Procedure only.

12.7 No anonymous material will be placed in a personnel file.

12.8 The exclusive bargaining representatives may have access to a unit member's personnel file only with the specific written authorization of the member. Such written authorization shall be entered into the file on each occasion.

ARTICLE XIII
COLLEGE CALENDAR

13.1 For the 2018-2019 year there shall be 177.5 duty days composed of 163 instructional days, three (3) mandatory and eleven (11) variable flex duty days to be used for staff development activities as described in Title 5, Section 55720 et seq. and 0.5 day for graduation exercises. (Faculty on sabbatical will be exempt from .5 days for graduation exercises).

13.1.1 For the 2019-2020 year, there shall be 175.5 duty days composed of 162 instructional days, three (3) mandatory and ten (10) variable flex duty days to be used for staff development activities as described in Title 5, Section 55720 et seq. and 0.5 day for graduation exercises. (Faculty on sabbatical will be exempt from 0.5 day for graduation exercises).

13.1.2 For the 2020-2021 year, the District and the Association agree to hold a calendar committee meeting by April 30, 2019, to discuss and plan moving to a compressed flex calendar that does not have a negative impact on the District meeting FTES targets or working conditions. It is understood by all parties that any alteration to the current calendar requires negotiation.

13.2 Flex calendar provisions shall apply to all faculty. The following parameters shall apply:

13.2.1 Flex activities will be planned and/or approved by the Faculty Professional Growth Committee within the parameters of Title 5. The Committee may schedule group flex activities and approves faculty flex plans.

13.2.2 For the 2018-2019 year, each contract and regular faculty member shall be responsible for planning and completing a minimum of 14 days (70 hours) of approved flex activities each fiscal year. Of these 14 days, faculty members are responsible for attending three (3) mandatory flex days (15 hours) of flex activities for the academic year scheduled by the District. Contract and regular faculty members who are scheduled on a non-traditional fiscal calendar have the option of fulfilling this 15-hour obligation on the days scheduled by the District or on alternate days approved by the District and Association. A faculty member may fulfill up to 55 hours of his/her variable flex obligation during instructional duty days provided the activity is approved by the Faculty Professional Growth Committee and no class, regular duty, office hour or committee assignment is missed. In fiscal years during which Cesar Chavez Day (March 31) occurs during Spring Break or on a weekend, one of the mandatory flex days will not be required.

13.2.2.1 For the 2019-2020 year, each contract and regular faculty member shall be responsible for planning and completing a minimum of 13 days (65 hours) of approved flex activities each fiscal year. Of these 13 days, faculty members are responsible for attending three (3) mandatory flex days (15 hours) of flex activities for the academic year scheduled by the District. Contract and regular faculty members who are scheduled on a non-traditional fiscal calendar have the option of fulfilling this 15 hour obligation on the days scheduled by the District or on alternate days approved by the District and Association. A faculty member may fulfill up to 50 hours of his/her variable flex obligation during instructional duty days provided the activity is approved by the Faculty Professional Growth Committee and no class, regular duty, office hour or committee assignment is missed. In fiscal years during which Cesar Chavez Day (March 31) occurs during Spring Break or on a weekend, one of the mandatory flex days will not be required.

13.2.4 Adjunct faculty, and contract and regular faculty who teach overload will be compensated for participating in flex activities for assignments during the fall and spring semesters. For each adjunct and overload assignment, an additional 8.5% of the assigned instructional hours will be added to the faculty assignment for flex activities.

13.2.4.1 Each adjunct and overload hourly faculty member is required to complete and submit a Report of Hourly Flex Activities documenting hourly flex activities no later than 14 calendar days prior to the beginning of final examination week to the Flex Program Coordinator in the Academic Senate Office showing completion of approved flex activities.

13.2.4.2 Hours for individual faculty assignments that have not been completed will be deducted from the final paycheck of the semester, on or about January 10 or June 10.

13.2.4.3 The District shall provide the Flex Program Coordinator a listing of individual flex assignments for adjunct and overload faculty no later than seven (7) calendar days following the fall and spring census days. The Flex Program Coordinator will make him/herself available to respond to inquiries, assist faculty in completing flex reports, and for general oversight of the program throughout the semester.

13.2.5 No later than fourteen (14) calendar days prior to the beginning of final examination week of the spring semester, contract and regular faculty members shall submit an Annual Report of Flex Activities to the Flex

Program Coordinator in the Academic Senate Office showing completion of approved flex activities for the annual “variable” flex assignment.

13.2.6 Travel time and other time not directly spent in participation in an approved flex activity shall not be counted as fulfilling the annual flex obligation. For presentations of activities, hours will be counted on a two-for-one ratio.

13.2.7 Variable flex activities completed during July of the fiscal year may be reported on the Fall Report of Hourly Flex Activities, or in the case of contract and regular faculty on the Annual Report of Flex Activities.

13.2.8 In order to qualify for flex credit, all activities must be approved by the Faculty Professional Growth Committee. The committee shall meet regularly to consider individual requests.

13.2.9 At the first Faculty Professional Growth Committee meeting of each semester, the committee will consider appropriate activities and the Flex Program Coordinator will publish a list of approved flex activities or types of activities. This list shall be published on the web site, *flex.deltacollege.edu* and shall be updated throughout the semester as additional activities are considered and approved. The Faculty Professional Growth Committee shall classify the activities in categories as defined by the California Community College Chancellor’s Office.

13.2.10 On at least a monthly basis, the Flex Program Coordinator shall notify faculty by email message of the list of flex activities and any updates or modifications made by the Faculty Professional Growth Committee.

13.2.11 No later than the first day of final examinations of the fall semester, the Flex Program Coordinator shall provide to the Office of Instructional Services each of the Report of Hourly Flex Activities forms submitted by adjunct and overload faculty members and a summary report of all approved flex activities completed during the fall semester.

13.2.12 No later than the first day of final examinations of the spring semester, the Flex Program Coordinator shall provide to the Office of Instructional Services each of the Report of Hourly Flex Activities forms submitted by adjunct and overload faculty members and a summary report of all approved flex activities completed during the spring semester.

13.2.13 No later than the first day of final examination of the spring semester, the Flex Program Coordinator shall provide to the Office of Instructional Services each of the Annual Report of Flex Activities forms submitted by contract and regular faculty members and a summary report of all approved flex activities completed during the current fiscal year.

13.2.14 The summary reports shall include approved activities compiled from Reports of Flex Activities. The summary report shall include:

1. Division
2. Instructor Name
3. Assignment Type
4. Sum of Assigned Flex Hours
5. Flex Category and Completed Hours
6. Total Hours Reported

The District agrees that clerical staff will be provided to assist the Flex Program Coordinator in compiling and summarizing reports of flex activities.

13.2.15 Flex hours will be accounted for on a fiscal year basis.

13.2.16 Faculty who do not fulfill the required number of flex hours shall have their salary reduced for each hour not fulfilled (or may choose to have their sick leave reduced in an amount equivalent to the flex hours requirement not fulfilled) except in the following circumstances, which will be reviewed for waiver by the District and Association.

13.2.16.1 Extended illness, disability, or death which precludes the completion of flex activities.

13.2.16.2 Approved paid, unpaid, or sabbatical leave.

13.2.16.3 Other circumstances as mutually agreed upon

13.2.17 The District agrees to assign a Flex Program Coordinator as agreed in Appendix C. The Flex Program Coordinator shall be assigned to the Faculty Professional Growth Committee as a voting member.

13.2.18 Prior to the beginning of each semester the Office of Instructional Services will compile a report of the positions and the corresponding release time granted and submit the report to the Association for their review. The District and the Association will confirm the Release time report. It will be signed and retained in the Office of Instructional Services for reference for a period of one academic year.

13.3 The District will consult annually with the Association a minimum of one week prior to any release of information concerning the proposed academic calendar for the ensuing year. This calendar will be consistent with all applicable articles in this Agreement.

ARTICLE XIV

HOLIDAYS

14.1 Duty days shall not be assigned on the following days:

- Labor Day
- Veterans Day
- Thanksgiving Day and the Friday immediately following
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Lincoln Day
- Washington Day
- Cesar Chavez Day
- Memorial Day
- Independence Day

14.2 Any additional holiday, or day for a public fast or thanksgiving appointed by the Governor or President, shall be observed as a non-duty day, provided that the day so appointed is one on which the public schools shall close as provided by Section 79020 of the Education Code. Where an additional non-duty day is observed as herein provided, an additional duty day shall be scheduled by the governing board of District to make up for the day when the public schools are closed in order to reach the minimum number of days as provided in Section 84370 of the Education Code.

14.3 If a designated holiday falls on a Saturday or Sunday, either the Friday preceding the holiday or the Monday following said day shall be considered a non-duty day.

ARTICLE XV

TRANSFERS

15.1 Definition - A transfer refers to any District action which results in the movement of a contract or regular faculty member from the position held immediately preceding such action to a vacant position in another discipline.

15.1.1 A voluntary transfer is initiated by the faculty member.

15.1.2 An involuntary transfer is initiated by the District, but will become effective only after consultation with the Association.

15.2 Voluntary Transfers - A faculty member may request a voluntary transfer to a vacant position to take effect at the beginning of the next semester.

15.2.1 All requests for voluntary transfers shall be considered by a transfer committee composed of the Dean or Director of the division or program, and three (3) contract and/or regular faculty within a discipline who have taught or worked in the discipline within the last two years. Selection of the transfer committee shall be as follows:

15.2.1.1 If there are more than three (3) contract and/or regular faculty within the discipline who meet the requirements of 15.2.1, the President of the Academic Senate or his/her designee shall appoint two (2) contract and/or regular faculty within the discipline and the Association or his/her designee shall appoint one (1) contract or regular faculty within the discipline.

15.2.1.2 If there are fewer than three (3) contract and/or regular faculty within the discipline who meet the requirements of 15.2.1, the Dean or Director shall meet with the Association to select the additional contract and/or regular faculty from a related divisional or program group who meet the requirements of 15.2.1 so that the transfer committee consists of three (3) faculty members.

15.2.2 The transfer committee shall meet and consider the following criteria when determining whether to recommend a voluntary transfer. The Dean or Director shall arrange the meeting.

15.2.2.1 The transfer applicant meets the Board of Governors and any additional District minimum qualifications for the position at the time of transfer; and

15.2.2.2 Performance of a satisfactory teaching demonstration.

15.2.3 Voluntary transfers are subject to the Superintendent/President's recommendation and Board approval.

15.2.4 When two or more faculty apply for and have been recommended by the transfer committee for transfer, the faculty member with the greatest District seniority shall be recommended for transfer.

15.2.5 If a voluntary transfer request is denied, the faculty member shall be provided with the specific reasons for the denial.

15.3 Involuntary Transfers - After consultation with the Association, the District may initiate an involuntary transfer to a vacant position to take effect at the beginning of the next semester. The District must demonstrate that the transfer is based exclusively on the legitimate educational or financial needs of the District to maintain or improve the programs.

15.3.1 Faculty members to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies.

15.3.2 All involuntary transfers shall be made on the basis of two criteria:

15.3.2.1 Board of Governor's minimum qualifications to perform the required services.

15.3.2.2 When two or more faculty members meet the above criteria, the faculty member with the least District seniority shall be selected to fill the position.

15.3.3 A faculty member who is to be involuntarily transferred shall be given the reasons in writing for the impending transfer.

15.4 Transfers to Mountain House Center and any new educational center that may be opened will be handled according to the procedures set out in Appendix K.

15.5 Assignments to Appendix C positions, whether through voluntary or involuntary assignments, are made on the basis of the procedures described in Appendix C.

ARTICLE XVI

EVALUATION OF FACULTY

16.1 General and Administrative Evaluation

16.1.1 Objectives of the Evaluation Program

16.1.1.1 “Evaluation" in an education institution has two geneses: (1) It is a legal requirement, and (2) it is a professional responsibility.

16.1.1.2 The ultimate goal of all faculty evaluation is to promote high quality instruction, counseling, and library services and active engagement in helping the District achieve its mission, vision and strategic goals with a focus on student success and service excellence.

16.1.1.3 The evaluation procedure shall demonstrate clear and reasonable evidence for determining retention and tenure.

16.1.2 Premises Basic to the Evaluation Program

16.1.2.1 Management has the right and the responsibility to observe personnel.

16.1.2.2 Evaluation requires consideration of a faculty member's total performance and should not be limited simply to classroom visitations.

16.1.2.3 It is recognized that there is no single way to teach effectively, no single blueprint for every course of instruction or delivery of services, and that quality does not necessarily imply uniformity. Therefore, evaluation requires participation of the person being evaluated.

16.1.2.4 Changes indicated in the faculty evaluation regarding performance must include constructive suggestions for improvement.

16.1.2.5 No faculty member’s administrative evaluation shall contain any reference to the development, writing or assessment of Student Learning Outcomes.

16.1.3 Definitions

16.1.3.1 Authorized evaluators include Division Deans, Directors, Immediate Supervisors, Deans, Assistant Superintendent /Vice President of Student Services, Assistant Superintendent/Vice President of Instruction, and outside evaluators.

16.1.3.2 A visitation is a specific observation of a faculty member's assigned activities.

16.1.3.3 A follow-up conference is a meeting with a faculty member following an evaluation by an authorized evaluator.

16.1.4 Plan for Evaluating Personnel

16.1.4.1 Contract faculty members will be evaluated at least once each year in accordance with Section 87663 of Education Code, as follows:

16.1.4.1.1 All contract faculty members will be initially evaluated by their immediate supervisors. Subsequent evaluations may be made by other authorized evaluators.

16.1.4.1.2 An individual or group pre-conference will be held to discuss contract provisions regarding evaluation.

16.1.4.1.3 A minimum of one visitation must be made. For online assignments a visitation is defined as the observation of any communication platform such as live chat rooms, listservs, discussion forums and class and/or service materials excluding email.

16.1.4.1.4 A follow-up conference must be held and shall include (a) discussion of the evaluation including the student evaluation; (b) notification of the faculty member's right to respond in writing; and (c) mutual signing of the form(s).

16.1.4.1.5 A follow-up conference must be held within twenty (20) duty days of the visitation or pre-conference (if no visitation is being made).

16.1.4.1.6 If the immediate supervisor questions the subject matter competence of a contract faculty member and is not competent in that subject area, the contract faculty member may request another evaluation by

someone competent in the area. In this case, the evaluator will be selected by the Assistant Superintendent/Vice President of Instruction (for instructors and librarians) or the Assistant Superintendent/Vice President of Student Services (for counselors) from a list of recommendations agreed upon by both parties. The individuals recommended shall not be members of the Bargaining Unit.

16.1.4.2 Regular faculty members will be evaluated at least once every three years in accordance with Section 87663 of Education Code, as follows:

16.1.4.2.1 All regular faculty members will be initially evaluated by their immediate supervisors. Subsequent evaluations may be made by other authorized evaluators.

16.1.4.2.2 An individual or group pre-conference will be held to discuss contract provisions regarding evaluation.

16.1.4.2.3 A minimum of one visitation must be made each six years. For online assignments a visitation is defined as the observation of any communication platform such as live chat rooms, listservs, discussion forums and class and/or service materials excluding email.

16.1.4.2.4 A follow-up conference must be held within twenty (20) duty days of the visitation or pre-conference (if no visitation is being made) and shall include (a) discussion of the evaluation including the student evaluation; (b) notification of faculty member's right to respond in writing; and, (c) mutual signing of the form(s).

16.1.4.2.5 A copy of the evaluation and any written comments by the faculty member will be placed in the personnel file. The faculty member shall be provided a copy of any written evaluation to be placed in the personnel file and have the opportunity to discuss the report with the evaluator before signing it.

16.1.4.2.6 If the immediate supervisor questions the subject matter competence of a regular faculty member and is not competent in that area, the regular faculty

member may request another evaluation by someone competent in the area. In this case, the evaluator will be selected by the Assistant Superintendent/Vice President of Instruction (for instructors and librarians) or the Assistant Superintendent/Vice President of Student Services (for counselors) from a list of recommendations agreed upon by both parties. The individuals recommended shall not be members of the Bargaining Unit.

16.1.4.3 In the same manner as outlined above, adjunct faculty members will be evaluated in their first year of employment and at least once every six (6) semesters thereafter.

16.1.5 Performance Improvement Process

If a faculty member's evaluation form indicates unsatisfactory performance in any area, a performance improvement plan is required. The plan will enable the Division Dean or Director to assist the faculty member to improve performance and provide a fair and equitable procedure that will be carefully documented.

Four points that are to be addressed in the performance improvement plan include:

16.1.5.1 An explanation in detail of the problem or problems involved so that the faculty member may understand the deficiencies.

16.1.5.2 A detailed assistance plan which will be given the faculty member to assist in the improvement desired to correct the unsatisfactory performance. The first effort must be to help people improve.

16.1.5.3 A written timeline that will indicate the date(s) when improvements are expected. At that time an evaluation of whether the faculty member should be given additional time or assistance with specific explanation of things to be achieved will be considered.

16.1.5.4 A written notice shall be given to the faculty member outlining 16.1.5.1 – 16.1.5.3 above. This written notice may follow the form of the optional due process attachment to the evaluation form.

16.1.6 All forms related to evaluation are in Appendix E.

16.2 Peer Review

16.2.1 All contract and regular faculty will be given a peer review the same year as their regular administrative evaluation.

16.2.2 The peer review process will be a review in the "formative" style. All persons involved in this process need to be especially sensitive to the cultural, ethnic and gender diversity of the college staff.

16.2.2.1 The peer reviewer(s) will be selected according to procedures established by a committee within each division and may not be a member of the tenure review committee.

16.2.2.2 A faculty member may refuse to serve as a peer reviewer, but in the event all faculty refuse, the Division Dean or Director will appoint one or more reviewers (as necessary) and these appointments may not be refused.

16.2.2.3 If more than two (2) reviews are to be done by a reviewer in any academic year, the reviewer will be compensated at a rate equal to their hourly rate on the hourly salary schedule for two hours of pay for each person above two (2) reviewed. This will be in addition to any other hourly assignment. The Division Dean or Director shall approve peer reviews in excess of two.

16.2.2.4 Peer review is to be comprehensive of all the faculty member's responsibilities including work on curriculum development, review, and revision and participation in the collaborative student learning outcomes and assessment process that leads to improvement of student learning.

16.2.2.5 No peer reviews will be done for adjunct faculty members.

16.2.3 The Process for Peer Review

16.2.3.1 The review for faculty shall include:

16.2.3.1.1 A pre-review conference between the faculty to be reviewed and the reviewer.

16.2.3.1.2 A review of materials, in particular the stated objectives.

16.2.3.1.3 A review of use of equipment, if any.

16.2.3.1.4 A review of student grade determination procedures if appropriate.

16.2.3.1.5 A review of other professional work including but not limited to committees, Academic Senate, professional organizations, curriculum and course development, review, and revision, participation in the collaborative student learning outcomes and assessment process that leads to improvement of student learning, review of relationships with students, and work with advisory groups.

16.2.3.1.6 A post-review discussion, at which time the reviewer will give the reviewed faculty written suggestions as to how the reviewed instructor's performance may be improved, if needed. Also, positive comments should be included.

16.2.3.2 A peer review visitation will be made if an administrative visitation is to be done. Time and day will be agreed upon at the pre-review conference.

16.2.3.2.1 The Peer Review Verification Form is contained in Appendix E.

16.3 Student Evaluation

Student evaluations will be conducted in conjunction with each administrative evaluation for all faculty, and shall be coordinated by the Division Dean, Director or other authorized evaluator.

16.3.1 The appropriate Student Evaluation Form in Appendix E shall be used for this purpose.

16.3.2 The student evaluation for teaching faculty shall not be completed before the eighth week of the semester (or, for short-term classes, not before one-half of the scheduled class meetings has passed). The student evaluations for all classes taught by a faculty member shall be distributed by a student volunteer in each class. The student volunteer shall collect and return the completed Student Evaluation Forms to the Division Office in a sealed envelope.

16.3.3 Student evaluation forms for counseling faculty will only be given to students who have a scheduled appointment during the month of October. Individually addressed student evaluation forms generated

from counseling appointment schedules will be provided to each student upon arrival for his/her appointment by the counseling receptionist. Completed forms shall be returned to the appropriate counseling division office and placed in a secured box.

16.3.4 Student evaluation forms for library faculty will be distributed by the Librarian after providing the student with library services. Forms will be distributed during the month of October. Completed forms will be returned to a secured box located at the library circulation desk.

16.3.5 A summary of student ratings will be shared with the faculty member at the follow-up conference.

16.3.6 The evaluator may consider the student evaluation in the development of the administrative evaluation. Where a minimum of 25% of the returned evaluations contain similar negative comments or ratings (Column D or E ratings of the Student Evaluation Form(s)) about the classes, faculty member, or services provided, the Division Dean, Director or other authorized evaluator shall document, in writing, the negative ratings and comments. The documentation will be placed in a separate secured file in the faculty member's personnel file.

16.3.6.1 In the case of regular faculty, the secured file documentation shall be opened and used by the District only in preparation for a notice of unprofessional conduct or unsatisfactory performance pursuant to Education Code Section 87734 or in preparation for a dismissal or the imposition of a penalty pursuant to Education Code Section 87672.

16.3.6.2 In the case of contract faculty, the secured file shall be opened and used by the District only in the event that (1) the faculty member's first or second contract is not renewed and a challenge is filed by the faculty member or (2) in anticipation of the denial of tenure.

16.3.6.3 The secured file shall not be placed in the faculty member's personnel file until the faculty member is given notice and an opportunity to review and comment thereon. A faculty member shall have the right to have such comments entered and attached to the evaluator's documentation to be sealed. Except as provided herein, the provisions of Article XII shall not otherwise apply.

16.3.6.4 The provisions of Section 16.3.6.1, 16.3.6.2 and 16.3.6.3, however, do not preclude the right of the Division Dean, Director or other authorized evaluator, to include comments in

the administrative evaluation based on the ratings or comments contained in the student evaluation.

16.3.7 A summary report of the ratings and all student comments, separated via class will be provided to the faculty member at the follow up conference. Original copies will be provided to the faculty member within five (5) business days of the last day of the Finals schedule. If not picked up by the end of the second week from the start of classes of the following semester/term, then the supervisor will destroy original copies.

16.4 Self-Evaluation

In conjunction with the peer review, a self-evaluation will be done by all faculty. This evaluation shall be shared with the peer reviewer but shall not be given to any other person, or placed in any file, except in the case of contract faculty. Contract faculty shall share the self-evaluation with their evaluator who will provide it to the Tenure Review Committee. See Appendix E for the form.

ARTICLE XVII

WORKLOAD

17.1 The full-time workload for all contract and regular faculty shall be the equivalent of fifteen (15) load units per semester or thirty (30) load units per academic year. The minimum number of student contact hours for a full-time faculty assignment is 525 in an academic year (15 lecture hours/week times 35 weeks).

17.1.1 Load units earned in excess of thirty (30) per academic year shall reduce the subsequent semester's load unit obligation.

17.1.2 Load unit deficits below thirty (30) in an academic year shall increase the subsequent semester's load unit obligation.

17.1.3 In no event shall a contract or regular faculty member be assigned a workload in a single semester in excess of twenty (20) load units.

17.2 District managers shall have the right to assign all contract and regular faculty members an initial load of as close to fifteen (15) load units as possible. It is understood that because program differences and variations in load units may not allow for the assignment of fifteen (15) load units, some leeway may be necessary to accommodate these variations. In such cases, faculty assignments shall remain within two (2) load units of the required load balance.

Every effort shall be made to assign contract and regular faculty their fifteen (15) semester load units during the hours of the "College Day." In those instances where additional assignments are needed beyond the "College Day," and no contract or regular faculty member has agreed to take the assignment, then a contract or regular faculty member shall be assigned in reverse seniority order, not to exceed one assignment outside of the College Day per week, per semester (e.g., a contract or regular faculty member will not be scheduled to work more than one early morning or evening assignment per week for the semester).

17.2.1 The District retains the right of assignment for Faculty loads, including the right to split loads across regular assignments and overload. (For example, a 3-unit lecture may count as 2 units towards regular load and 1 unit towards overload; or, a lab assignment may be split across regular load and overload).

17.2.2 Effective Spring 2020 the District will exercise all of their right to assign loads including laboratory units to either the Faculty load and/or overload. When the lab units are assigned as overload, the units shall be paid at the faculty member's hourly/overload rate of pay (i.e., 1 to 1 and not 1:0.8).

The District understands that overload assignments are voluntary.

17.3 OVERLOAD AND HOURLY ASSIGNMENTS

17.3.0 Seniority Lists

The District shall maintain separate seniority lists for full time and adjunct associate faculty based on original date of hire and sorted by faculty service areas (FSA's). The Instruction Office shall maintain these lists updated annually for each discipline group, and shall include the number of units assigned in the prior academic year. These lists will be provided to the SJDCTA President no later than September 30 of each year. If two or more members in the same group have the same hire date, seniority placement shall be determined by lot. Only service as a faculty member shall count toward the attainment of seniority for purposes of this paragraph.

Adjunct associate faculty who do not teach for 39 months shall be removed from the seniority list. Full time faculty who retire and seek to teach part time shall be placed on the adjunct associate faculty list based on their original date of hire. Full time faculty on a Reduced Service Partial Retirement Plan or Sabbatical Leave shall not be eligible for overload.

17.3.1 Full Time Faculty Overload

Based on the seniority list described in 17.3.0, and after the completion of the survey process as outlined in 17.3.3 below the District shall make every reasonable effort to provide full time faculty who request overload assignments a minimum of five (5) units and at the District's discretion can go up to and including ten (10) units per semester prior to offering assignments to adjunct associate faculty or outside hires. Requests for overloads shall be conducted by the process outlined in Section 17.3.3 below.

Additional assignments may be offered when the District determines the additional units would be in the best interest of the District and student success. Assignment of overload in excess of ten (10) units requires approval of the appropriate Vice President with concurrent notification to the SJDCTA President.

17.3.2 Adjunct Assignments and Seniority

17.3.2.1 Assignment

Based on the seniority list described in 17.3.0 the availability of load as determined by the District, and the completion of the survey process as outlined in 17.3.3, all adjunct associate faculty shall be considered for assignment each semester.

The District shall make every reasonable effort to honor the requested number of units and assignments per the survey referenced in 17.3.3 below.

The foregoing assignments shall take into consideration adjunct evaluations, seniority, qualifications and availability as referenced in Education Code Section 87482.3.

Additional assignments may be offered when the District determines the additional units would be in the best interest of the District and student success. In no case shall assigned loads exceed 67% of a full time load in hours without approval of the appropriate Vice President with concurrent notification to the SJDCTA President.

17.3.2.2 No Reasonable Assurance of Continued Employment

In accordance with Education Code, Section 87482.3.d, all instances of adjunct associate assignments for faculty shall be contingent on enrollment, adequate funding and subject to program changes; no adjunct associate faculty member shall have reasonable assurance of continued employment at any point regardless of their seniority status.

17.3.3 Availability Survey

The District shall send all eligible faculty an Availability Survey not less than one month prior to the start of the scheduling process for fall, spring, and summer. The survey will ask faculty to indicate course titles/counseling/library services, as well as modalities, for which they would like to be considered. Additionally, faculty will be asked to provide their days/times available and campus locations. Faculty shall have ten (10) working days to complete and submit the completed survey in order to be considered for assignment.

17.3.4 Class Sections Added

In cases where District managers need to add classes or counseling/library services after the publication of the schedule, they may rely on full time or part time faculty. The District manager will make every effort to first rely on the processes defined in 17.3.1 and 17.3.2, when issuing overload or adjunct assignments.

17.3.5 Timely Response to Requests

When District managers offer faculty an overload or hourly assignment, faculty shall have ten (10) working days to accept or refuse the assignment.

Failure to respond within the allotted time can result in loss of the unit assignment for that semester. In the event of extenuating circumstances (e.g., hospitalization or military duty, with documentation), the faculty member may request an exemption. The exemption will be granted or denied by the appropriate Assistant Superintendent/Vice President with concurrent notification to the SJDCTA President. If granted, the faculty member will be offered the next available load to meet the requirements of 17.3.1 or 17.3.2. If faculty withdraw after having accepted an assignment and it is within fifteen (15) calendar days of the start of class, the Dean retains the right to assign the class at their discretion.

17.3.6 No "Bumping" After Class Cancellations

The parties understand that when class sections or assignments get cancelled, faculty have no right to "bump" less senior faculty from an already approved assignment. Faculty whose class(es) were cancelled shall be given priority to any assignments that have not been assigned, including but not limited to newly added courses and/or hours.

17.3.7 Cross-Discipline Assignments

Faculty with FSA's that cross discipline lines shall be responsible to coordinate with the dean of their primary area of assignment and the dean(s) of any secondary area(s) in which they seek additional load/overload in a timely manner.

17.3.8 Underperforming Faculty

Faculty who receive an overall unsatisfactory rating in the course of the evaluation process and who are placed on a Performance Improvement Plan (PIP) shall be assigned only one overload/hourly class section in the subsequent semester/term in the seniority selection process. Once a faculty member successfully completes a PIP, they shall return to their status on the seniority list. If a faculty member is unsuccessful in completing a PIP, the District, at minimum, shall place that faculty member at the bottom of the appropriate seniority list. For the purposes of evaluation, part time faculty shall not be subject to the final two evaluative domains on the administrative evaluation (Campus Involvement and Professional Community Involvement/Achievement – these shall be marked "not applicable").

17.4 Earned Bonus Units, as defined within this Article, will be rolled over to the following semester and used to front-load the fifteen (15) load unit assignment in order to maintain an average thirty (30) load unit assignment over a two-semester period. It is understood that because variations in class load may not allow for the assignment of fifteen (15) units, some leeway may be necessary to accommodate

these variations. In such cases, faculty assignments will remain within two (2) units of the required semester load.

17.5 If a faculty member has not been assigned a fifteen (15) unit load during his or her final semester of employment, it is agreed that accrued units in the faculty member's Load Bank will not be used to offset any obligation to the District.

17.6 The District acknowledges that if a faculty member separates from the District, any deficit in the load unit balance will be waived by the District.

17.7 A contact hour shall not be interpreted as being comprised of other faculty responsibilities, including, but not limited to, the following:

17.7.1 Office/desk hours

17.7.2 Course preparation and evaluation of student course assignments

17.7.3 Assigned committees

17.7.4 In-service training

17.7.5 Scheduled mandatory division meetings

17.8 A contract or regular faculty member shall not receive any reduction in compensation as the result of any imbalanced or reduced semester workload resulting from units accumulated in previous semesters or from under assignment planned by the District.

17.9 Faculty who agree in writing to assume, in addition to their normal contract workloads, such extra-duty assignments as are provided in Article XX - Extra Duty Pay, shall receive additional monetary compensation in accordance with the applicable provisions of that Article.

17.10 The average semester full-time equivalent student (FTES) per full-time equivalent faculty (FTEF) member will be set at 19.52 (productivity factor). The total FTEF for a semester is calculated by summing all Load Units for FTES-generating assignments in the fall and spring terms and dividing by fifteen (15). The productivity factor is determined by dividing all FTES in the fall and spring terms by the FTEF assigned to those FTES-generating assignments (FTES/FTEF).

17.11 Division faculty shall be responsible for recommending appropriate class sizes to the appropriate supervisor or to the appropriate Assistant Superintendent/Vice President.

17.11.1 The number of students in laboratory sections shall not exceed the number of established stations, available equipment, or teaching aids.

17.11.2 The number of students in classrooms shall not exceed established seating capacity.

17.12 Divisional and individual course differences in the FTES/FTEF average of 19.52 shall be permitted, subject to the specific needs of students in acquiring knowledge in different academic disciplines or subject areas.

17.13 Faculty shall not be required to be present on campus during periods when college classes are not in session, except as otherwise specified in the Agreement.

17.14 Reader Budget and Bonus Units/Hours

17.14.1 Reader Budget and Bonus units/hours are earned by all lecture classes based upon the census for regular credit classes and upon the fourth week enrollment for credit positive attendance classes.

17.14.2 FTES computed for laboratory classes will not be counted in this formula. The calculation applies strictly to lecture classes.

17.14.3 FTES shall be calculated from enrollment figures shown in the census (4th week) enrollment report. In as much as State payments to the college as well as faculty bonuses are based upon such enrollment reports, instructors are cautioned to reflect accurate current enrollment in such reports. (See Board Policy regarding the college's mandatory drop policy. Students subject to mandatory drop shall not be listed in the census enrollment report).

17.14.4 Reader budget allowances will be adjusted annually to reflect mandated minimum wage requirements. The method of computing average class size, bonus units and the Reader Budget are contained in Appendix H.

17.14.5 Additional load units and reader budget for large classes shall be calculated as follows:

Average FTES per Load Unit	Contract/Overload Bonus/Bonus Unit/Hours	Additional Reader Budget*
1.29 to 1.39	.066 per unit/hour	72.00 per unit/hour
1.40 to 1.46	.100 per unit/hour	88.80 per unit/hour
1.47 to 1.53	.133 per unit/hour	106.80 per unit/hour
1.54 to 1.63	.166 per unit/hour	124.80 per unit/hour
1.64 to 1.69	.200 per unit/hour	142.80 per unit/hour
1.70 to 1.86	.213 per unit/hour	145.20 per unit/hour

1.87 to 2.03	.226 per unit/hour	150.00 per unit/hour
2.04 to 2.20	.240 per unit/hour	152.40 per unit/hour
2.21 to 2.38	.253 per unit/hour	157.20 per unit/hour
2.39 to 2.55	.266 per unit/hour	158.40 per unit/hour
2.56 to 2.71	.273 per unit/hour	164.40 per unit/hour
2.72 to 2.88	.280 per unit/hour	170.40 per unit/hour
2.89 to 3.05	.286 per unit/hour	174.00 per unit/hour
3.06 to 3.22	.293 per unit/hour	176.40 per unit/hour
3.23 to 3.40	.300 per unit/hour	176.40 per unit/hour
3.41 to 3.74	.307 per unit/hour	176.40 per unit/hour
3.75 to 4.07	.313 per unit/hour	176.40 per unit/hour
4.08 to 4.42	.320 per unit/hour	176.40 per unit/hour
4.43 to 4.76	.327 per unit/hour	176.40 per unit/hour
4.77 or more	.333 per unit/hour	176.40 per unit/hour

**Based on the $12/hour minimum wage in effect in 2019.*

17.14.6 Payment of Bonus Units

Bonus hours that are earned/generated for an overload class will be paid at the end of the semester (i.e. Fall will be paid on January 10, Spring will be paid on June 10, and Summer will be paid on August 10, or September 10).

17.15 Laboratory or Activity Unit Assignments

Laboratory hours and load units will be assigned as listed in Appendix D of this Agreement.

17.16 Counselor/Librarian Work Load Hours

Counselor/Librarian work load hours/load units are defined in Appendix D and Appendix L.

17.17 Minimum Scheduled Day on Campus

17.17.1 All contract and regular faculty shall be assigned fifteen (15) load units per semester. All contract and regular faculty members shall schedule five (5) hours each week of office/desk time. Additionally, all contract and regular faculty shall provide an average of five (5) hours each week of service to the District, which may include one or more of the following activities: membership on a shared governance, hiring, ad hoc, and/or advisory committees; curriculum development, including the student learning outcomes and assessment process; advising a student club or activity; field trips; participation in a community organization; or activity of benefit to the District or students.

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In recognition of the faculty's obligation to provide five (5) hours of service and five (5) hours of office/desk time to the District per week as part of their regular/contract assignment, faculty recognize the responsibility to provide these hours of service in a manner that meets the needs of students and the District. Faculty may choose to schedule service to the District and students beyond the days assigned for their regular contract load.

17.17.1.1 District managers shall have the right to assign faculty a work week other than Monday through Friday and outside of the College Day with the mutual consent of the individual instructor.

17.17.2 Counselors

17.17.2.1 Counseling faculty (General, EOPS/CARE, DSP&S) will work the "Academic Year" (as defined in Article 3.1) for their respective departments. The hours that counselors are scheduled shall not exceed twenty five (25) contact hours or fifteen (15) load units of the normal Monday through Friday workweek and shall be in accordance with the "College Day" (as defined in Article 3.10). Counseling faculty who teach courses shall have their twenty five (25) contact hour work week adjusted according to Appendix L.

17.17.2.2 The counselor entitlement of September 15, 2008, (18 full-time equivalent [FTE] Guidance; 2.0 FTE Disabled; 4.0 FTE EOPS) will not be reduced unless there is a reduction of ten (10) percent or more in enrollment from the FTES reported to the Chancellor's Office in the Fall term of 2015 (6814.89). This does not preclude the hiring of additional counselors.

17.17.2.3 Counselor contact hours/load units include, but are not limited to one-on-one student appointments, field trips, high school and college visitations, student conferences, college counseling and student services or district required ad hoc committee meetings (e.g., common assessment, SSSP, task force, CTE), online counseling advising services, delivery of mandated counseling services and activities, orientations, personal career and academic counseling, triage, professional development, professional conferences, division and program meetings scheduled during assigned contact time, liaison and other district assigned activities.

17.17.3 Librarians

17.17.3.1 Librarian faculty will work the “Academic Year” (as defined in Article 3.1). The hours that librarians are scheduled shall not exceed twenty five (25) contact hours or fifteen (15) load units of the normal Monday through Friday workweek. Librarian faculty who teach courses shall have their twenty five (25) contact hour work week adjusted according to Appendix L.

17.17.3.2 The librarian entitlement of September 15, 2008 (4.0 FTE) will not be reduced unless there is a reduction of ten (10) percent or more in enrollment from the FTES reported to the Chancellor’s Office in the Fall term of 2015 (6814.89). This does not preclude the hiring of additional librarians.

17.17.3.3 Librarian contact hours/load units duties include performing various professional tasks, but are not limited to providing reference services both in person and online, preparing and teaching library courses, library workshops, and course-integrated instruction online or in person, developing LibGuides or other online library instructional tutorials, helping students in person or online with their research or information needs, providing technical services and staff training, working on collection development and deselection of library materials, attending college committee meetings, professional development, professional conferences, and outreach services during their scheduled work hours.

17.18 Office/Desk Hours

17.18.1 All contract and regular faculty shall schedule their own office/desk hours to be meet the needs of students.

17.18.2 All contract and regular faculty members shall post their schedule of office/desk hours on, or adjacent to, their office doors.

17.18.3 All contract and regular faculty members retain the right to reschedule office/desk hours as necessary. Such changes shall be posted on their office door and provided to their supervisor.

17.18.4 Office/desk hours will be canceled and not rescheduled because of faculty meeting or other assignments directed by the administration of the college or regularly scheduled Association meetings.

17.18.5 Faculty office/desk hours may be used to confer with students or engage in professional responsibilities of the faculty's choice.

17.19 On-line Instruction

17.19.1 On-line instruction is the use of technological devices to bring the teaching and learning process to students who are at different location(s) and/or are at a different time(s) from the instructor.

17.19.2 All distance instruction assignments will be voluntary and Division Deans will retain the right of assignment for those volunteer assignments.

17.19.3 On-line instruction courses are not to exceed eighty percent (80%) of a full time faculty load. They will be given the same units and maximum credit as in the face-to-face courses.

17.19.4 Whenever an on-line course is offered, the traditional classroom course shall also be offered by demand and need.

ARTICLE XVIII

SALARIES

18.1 The District and the Association agree on the following guidelines for determining faculty salaries.

18.1.1 In exchange for the salary being set with respect to the third quartile of the sixteen (16) comparison districts*, the bargaining unit accepts an instructional average of 19.52 FTES per FTEF per semester. For purposes of this article, the non-doctorate top salary of each comparison district without special increments for the previous year will be used to determine the third quartile.

* Butte, Cerritos, Chaffey, El Camino, Glendale, Long Beach, Mt. San Antonio, Palomar, Pasadena, Rio Hondo, Riverside, Santa Barbara, Santa Monica, Sierra, Sonoma, Southwestern.

18.1.2 No downward adjustments to the third quartile will be made.

18.1.3 The contract/regular faculty salary schedules are contained in Appendix A.

18.1.4 Salary Adjustment

18.1.4.1 For the Academic Year 2018-19 the current contract and regular salary schedule and adjunct salary schedule dated 2017-2018 (Appendix A) shall remain status quo.

18.1.4.2 Effective August 1, 2019, the current Contract and Regular Faculty Salary Schedule and the Adjunct Salary Schedule dated 2018-2019 (Appendix A) shall be increased across the board by three and one half percent (3.5%).

18.1.4.3 Effective July 1, 2020, the current Contract and Regular Faculty Salary Schedule and the Adjunct Salary Schedule dated 2019-2020 (Appendix A) shall be increased across the board by three percent (3%).

18.1.4.4 Effective 7/1/21, the current contract and regular salary schedule and adjunct salary schedule dated 2021-2022 (Appendix A) shall be increased across the board by one quarter percent (.25%) if the District meets the FTES target goal of 14386 for the 2019-2020 academic year. This .25% will not be considered as part of the negotiation that will start for 2021-2024 cycle.

One Time Money Allocation

Between Sept. 10, 2019 and June 30, 2021, up to a million dollars in one-time money will be allocated for faculty computers and classroom technology refresh.

For Fiscal Year, 2019/2020 $300,000, of one-time money will be used for program review to be allocated via the planning and budget process.

The District and the Association reaffirm that maintenance of relatively high salaries for faculty is dependent in large part on maintenance of relatively high average class size taught by faculty at the college. The District and the Association recognize the mutual benefit derived from achieving 19.52 FTES per FTEF faculty defined in Article 18.1.1.

18.2 Adjunct Salary Schedules

18.2.1 The adjunct schedules will be derived from the Contract and Regular Faculty Salary Schedule using the traditional 1/1000 factor applied to Steps 1 - 7.

18.2.2 The adjunct salary schedules are contained in Appendix A of this Agreement.

18.3 Longevity Increments

Regular faculty who have completed twelve (12) years of full-time service in the District shall receive a two and one-half percent (2.5%) increase in their base salary beginning the thirteenth (13th) year of service. Beginning the seventeenth (17th) year of service, they shall receive a second two and one-half percent (2.5%) increase in their base salary. Beginning the twenty-first (21st) year of service, they shall receive a third two and one-half percent (2.5%) increase in their base salary. Beginning the twenty-fifth (25th) year of service, they shall receive a fourth two and one-half percent (2.5%) increase in their base salary.

Effective July 1, 2017, the Contract and Regular Faculty Salary Schedule shall include a ninth (9th) year longevity increment of two and one half percent (2.5%). The longevity increments for the thirteenth (13th), seventeenth (17th), twenty-first (21st), and twenty-fifth (25th) years of service will be adjusted accordingly to reflect the additional two and one half percent (2.5%) for each longevity increment (Appendix A).

18.4 Classification by Professional Preparation

Faculty shall be placed on the appropriate class of the salary schedule in accordance with the degrees, advanced preparation, or relevant experience they have completed. Reassignment to a next higher classification shall become effective at the beginning of the next college year after the new classification requirements have been met.

18.4.1 Classification requirements are provided below:

Class	
I	BA or Equivalent or less
II	BA plus 30*
III	MA
IV	MA with 45
V	MA with 60
VI	MA with 84
VII	Earned Doctor's Degree

* All references are to semester units.

18.5 Salary Advancement

18.5.1 Faculty members are encouraged and expected to make continuous professional progress while members of San Joaquin Delta College.

18.5.1.1 Academic work completed at accredited colleges/universities and trade institutions, with the exception of lower division units completed after the date of hire by San Joaquin Delta College, shall be verified by submission of official transcripts from schools attended to the Vice President of Instruction along with the top portion of the Application for Salary Schedule Advancement form (Appendix N). Forms and transcripts must be received by August 1 to obtain credit for salary advancement for the fall semester of that year.

18.5.1.2 Units must be upper division and/or graduate units granted by a college or university accredited by a recognized accrediting agency. Requests to consider other units must be submitted

in writing in advance to the Assistant Superintendent/Vice President of Instruction.

18.5.1.3 Prior to submitting a salary advancement plan to the Vice President of Instruction, the faculty member's direct supervisor must verify that the course work to be taken is relevant to the present assignment or contemplated future assignments by management.

18.5.1.4 The Vice President of Instruction shall be the final authority for approving all lower division academic units completed.

18.5.1.5 No more than nine (9) semester units are allowed per academic semester.

18.5.1.6 Courses to be claimed for units must have a grade of C or higher as evidenced by an official college transcript.

18.5.2 Changes in classification will be made only once per year in the fall semester. Official transcripts verifying completion of such work must be on file with the Office of Human Resources by August 1 to obtain credit for salary advancement for the fall semester of that year.

18.5.3 The units earned for advancement from class to class on the schedule shall not be a mere miscellaneous collection of units with no focus or pattern but rather courses related to the faculty member's field of instruction or other service or field of instruction mutually agreed upon by the Faculty Member and the Assistant Superintendent/Vice President of Instruction. The faculty member shall submit, in advance of the course work, a general plan and rationale to the Assistant Superintendent/Vice President of Instruction. Failure to obtain prior approval may result in the units or degrees being disallowed.

18.5.3.1 All undergraduate courses are allowed if the faculty member does not have a degree and the course is either required for the degree or related to the faculty member's field of instruction or other service necessitated by a mutually agreed proposed transfer.

18.5.3.2 For faculty members with a degree, the undergraduate or graduate course must have some close relationship to the subject area of the faculty member's assigned field of study or mutually agreed proposed field of study.

18.6 Initial Step Placement

18.6.1 Contract faculty first employed on or after July 1, 1993 shall be given credit at the time of initial placement on the faculty salary schedule for previous teaching experience at the college level and/or relevant teaching experience at another level and/or relevant experience of up to 10 years. (Step 11 if available) Full time faculty shall be placed on the Hourly Salary Schedule step that corresponds to an equivalent step on the Contract and Regular Faculty Salary Schedule. Maximum placement is at step 7.

18.6.2 Adjunct faculty shall be placed on the appropriate class of the salary schedule in accordance with the degrees, advanced preparation, or relevant experience they have completed.

18.7 Step Requirements – Effective July 1, 2016
Teaching Experience for Adjunct Faculty Initial Placement:

<1 year	Step 1
1 year	Step 2
2 years	Step 3
3 years	Step 4
4 years	Step 5

Effective July 1, 2016, adjunct faculty maximum initial placement on the Hourly Salary Schedule shall be step 5 of the appropriate class. Contract and regular faculty shall be placed on the Hourly Salary Schedule step that corresponds to an equivalent step on the Contract and Regular Faculty Salary Schedule. Maximum placement is at step 7.

Effective July 1, 2016, advancement on the Hourly Salary Schedule will occur whenever an additional 290 hours of assigned adjunct work at Delta College are completed. Step advancement on the Hourly Salary Schedule will adjust annually, at the beginning of the Fall Semester.

Effective July 1, 2016, teaching at Delta College (cumulative hours) *Until the maximum step is reached.

<290	Initial step
290 – 579	+ one additional step*
580 – 869	+ one additional step*
870 – 1159	+ one additional step*
1160 – 1449	+ one additional step*
1450 – 1739	+ one additional step*
>1740	+ one additional step*

18.8 Parity Pay

The District and the Association agree to pay the allocation received from the State Part-Time Faculty Salary Compensation (Parity Pay) for part-time faculty who taught in the Fall and Spring semesters in an academic year. Parity Pay will be based on the blended gross earnings of both semesters (less bonus pay). Part-time faculty members who taught only in the Fall or Spring semester shall receive pay based on their gross earnings less bonus pay for that semester. The District agrees to cover all additional payroll cost associated with this payment. The calculation for payment shall be based on the amount received divided by the total hours compensated to calculate each part time members percentage of the total compensation to be paid. The payment will disbursed within sixty (60) days of the end of the Spring semester. Full-time faculty members who work overload will not receive Parity Pay for their overload compensation

18.9 STRS Refund

The District will issue STRS refunds to eligible faculty, on a separate payroll check, within 60 days of receipt of the STRS refund to the District. The District will notify the SJDCTA president upon the District's receipt of the refund and also when the checks will be issued to the faculty.

18.10 All previous documented grandfathering will be recognized.

ARTICLE XIX

HOURLY COMPENSATION

19.1 Hourly assignments for faculty will be divided into five categories:

19.1.1 Hourly Assignments.

19.1.2 Travel Classes (domestic and overseas tours).

19.1.3 Non-teaching assignments or duties.

19.1.4 Non-credit classes, excluding Community Education.

19.1.5 Extra Duty Compensation.

19.2 Initial placement and advancement shall be defined in each category.

19.2.1 Hourly Assignments

Hourly assignments for faculty shall be paid on the hourly rate as shown in Appendix A, Hourly Salary Schedule. Initial placement and advancement shall be as defined in Article XVIII - Salaries.

19.2.2 Travel Classes

19.2.2.1 Hourly Assignments for faculty teaching travel classes shall be paid on the hourly rate as shown in Appendix A, Hourly Salary Schedule. Five (5) such hours on campus are mandatory for each student unit offered.

19.2.2.2 No additional salary compensation is possible while off campus, but necessary budget expenses will be determined by the faculty member and the administration.

19.2.3 Non-Teaching Assignments or Duties

Hourly assignments for non-teaching assignments or duties shall be paid on the hourly rate as shown in Appendix A, Hourly Salary Schedule. Initial placement and advancement shall be as defined in Article XVIII - Salaries.

19.2.4 Non-Credit Classes, excluding Community Education

Hourly assignments for non-credit classes shall be paid on the hourly rate as shown in Appendix A, Hourly Salary Schedule.

19.3 In the event a class is canceled, the faculty member will receive an amount equal to the hourly rate times the number of hours of actual instruction in the scheduled class to include the total number of hours scheduled the day the class is canceled.

19.4 In the event classes are scheduled off campus, instructors shall be allowed mileage according to AP 6535.

19.5 Large enrollment is permitted in those lecture classes in which it is determined that the quality of education will not be jeopardized. Instructors shall receive added compensation as determined in the additional teacher unit table in Article XVII - Workload, Section 17.13.5. The per unit/hour factor will be multiplied times the total number of hours of instruction for the class for the semester, and the product multiplied by the appropriate hourly rate to determine total extra compensation.

19.6 Subject to the following limits, faculty may choose to bank seven (7) units for classes within the Division of their principal assignment for which they otherwise would be paid hourly. When used, banked units do not affect requirements on work schedule except to reduce the required teaching load and to reduce the 25 hour-per week work schedule requirement by one hour per banked unit used. Banked units may not be cashed out except upon separation from the District. Upon separation, cash out will be at the rate of 17.5 hours per unit. Banked units may be used on mutual agreement of the faculty member and the Division Dean/Director.

ARTICLE XX

EXTRA DUTY COMPENSATION

20.1 Additional Salary Compensation is defined in Article XIX - Hourly Compensation.

20.2 Positions to receive units of reassigned time and/or additional salary compensation are listed in Appendix C.

20.3 Contract and regular teaching faculty will be paid for extra duty according to the provisions of Article XIX - Hourly Compensation.

20.4 Summer Session compensation shall be provided in accordance with the provisions of Article XIX - Hourly Compensation.

20.5 Any extra duty assignment and compensation formula not listed herein can be added to this agreement by negotiation.

20.6 The District agrees that any activity associated with assignments listed in Appendix C or required by the District will be compensated at the appropriate hourly rate, only with prior written approval from the Division Dean and the appropriate Vice President. Compensation shall be limited to a maximum of 5 hours per day.

ARTICLE XXI

SUBSTITUTING

21.1 Faculty members employed as substitutes will be paid according to the Adjunct Salary Schedule. Faculty bargaining unit members employed as substitutes will have access to the reader budget established for the class being taught and will be entitled to earn prorated sick leave after they have substituted for at least 17 percent of the total scheduled class hours for a class. Substitutes may use any accrued hourly sick leave.

21.2 Faculty members shall have the right to accept or reject a request to substitute for another faculty member.

21.3 A faculty member substituting during a scheduled duty hour will be expected to reschedule the duty hour within the following five (5) working days.

21.4 In the event that a faculty member will not be able to meet his/her class, the Division Dean in consultation with the faculty member will determine if a substitute is required. If it is determined a substitute is required the Division Dean will make a good faith effort to obtain a substitute.

ARTICLE XXII

TRAVEL

22.1 Faculty members are entitled to use District automobiles as available, if they so desire, for travel on official business of the District both within the State of California and outside of the State.

22.2 At the beginning of each fiscal year the District will allocate $300 per full-time faculty member to be placed in a rollover Travel Fund which all faculty members may draw on to defray expenses of attending conferences, workshops, or other activities designed to enhance professional development. Expenses allowed will include registration fees, travel, hotel accommodation, meals, and materials. At the beginning of the fiscal year, a minimum of 7.5% of the fund will be reserved for adjunct faculty. Recommendations for the allocation of travel funds will be made by a committee of the Academic Senate and forwarded to the Office of Instruction for administrative approval and processing to determine if the travel is in accordance with District policy and state/federal law. District mandated or sponsored travel (e.g., field trips, recruitment, coaches meetings) will be funded from other District sources.

22.3 VTEA categorical funds for instructor in-service shall be handled through an Instructional In-service and Travel Account to be administered by the Office of Instruction. Instructors with assignments relating to vocational students and programs shall be eligible to apply for in-service training and travel by submitting a proposal to the Office of Instruction. All instructor requests for in-service training and travel shall first be reviewed and authorized by the responsible Dean.

22.4 No faculty member shall be permitted to transport students in a private car, nor shall a faculty member be required to use a private car for District business. If, however, a faculty member chooses to use a privately owned automobile for District business, other than to transport students, the District will provide reimbursement for such use at the rate set forth in Policies and Procedures, AP 6535.

22.5 If special California Driver's License and special requirements for licensing are required in order for a currently employed faculty member to fulfill such duties, the District shall pay all reasonable costs involved in obtaining these licenses or for fulfilling these requirements.

22.6 Faculty members shall be covered under Workers' Compensation insurance in the event of accident or injury arising out of and in the course of the faculty member's employment.

ARTICLE XXIII

REDUCED SERVICE PARTIAL RETIREMENT PLAN

23.1 Retired Service Partial Retirement Plan

23.1.1 It shall be the policy of the District to permit faculty members of the District, with the approval of the Superintendent/President, to reduce their workload from full-time to no less than 50% time and have benefits based on full-time employment. The approval shall be in accordance with the provisions of this article and applicable provisions of the Education Code.

23.1.2 To qualify for this program, the faculty member (a) shall have completed ten (10) years of prior full-time service with the District with sabbatical leaves being counted as full-time employment, and (b) shall have attained the age of 55 prior to the beginning of the semester in which the reduction in service begins. It shall be the faculty member's responsibility to initiate the request for reduced service.

23.1.3 The agreement for reduced service must be initiated by the faculty member prior to April 1st and the agreement shall be executed by the faculty member and the District in writing each year prior to May 1. Exceptions may be made for the mutual benefit of the faculty member and the District. The agreement can be revoked or extended only with the mutual consent of the faculty member and the District.

23.1.4 If, at the end of the ten (10) year maximum period of reduced service, the faculty member wishes to continue employment, the faculty member is guaranteed no less than the reduced part-time employment. If the faculty member chooses part-time, the faculty member would receive only the same percentage of credit toward retirement for which the faculty member is under contract. The faculty member may return to full-time employment subject to District agreement.

23.1.5 A one-half time schedule could, with the approval of the District, be either full-time for one semester and no duties during the other semester, or a half-time teaching load, which does not necessarily require daily presence on campus, throughout both semesters.

23.1.6 The faculty member shall be paid a salary which is the pro-rata share of the salary the faculty member would be earning had the faculty member not elected to exercise the options of part-time benefits for which the faculty member of the District makes the payments, including those as provided in Sections 53201 of the Government Code, that would be required if the faculty member remained in full-time employment.

23.1.7 The faculty member, who is employed on a part-time basis, and the District agree to contribute to the Teacher's Retirement Fund the amount that would have been contributed if the faculty member were employed on a full-time basis.

23.1.8 Full retirement credit is not earned until the end of the full school term or full school year. Participants who terminate prior to concluding periods will receive retirement credit based on the salary actually paid in the proportion that it related to the annual salary that would have been paid had the employment continued.

23.1.9 All rights mandated by law and additional benefits which may be granted by the District to its certificated employees shall be applicable to any and all such faculty members who are on contract for reduced service.

23.1.10 None of these provisions shall be in conflict with Chapter 1367 of the Statutes of 1974.

23.2 Partial Employment After Retirement

23.2.1 Any faculty member who has attained the age of 55 and wishes to retire from service may apply to continue employment for not more than the maximum number of days allowed by STRS. Not later than April 1 prior to the beginning of the school year during which the faculty member desires this continued employment after retirement, he/she shall notify the Superintendent/President in writing of his/her desire to continue partial employment after retirement. Compensation will be on an hourly basis per the respective individual placement on the Adjunct Salary Schedule up to the maximum earnings allowed by STRS or limitations on adjunct employment, whichever is less. Faculty may be employed for amounts less than this established limit.

23.2.2 The application shall contain a statement as to when the faculty member desires to render service and in what capacity. If the Superintendent/President approves, the specific assignment must be agreed upon by both parties prior to May 1. The faculty member may be required to include with such written application evidence that the faculty member has successfully passed a physical examination within the immediate preceding 12-month period. The approval shall include the following criteria:

23.2.2.1 Instructional needs of the District.
23.2.2.2 Years of service to the District.
23.2.2.3 Competence in the Faculty Service Area involved.
23.2.2.4 Financial impact on the District.

23.2.3 The Superintendent/President may appoint a designee to act in the Superintendent/President's behalf in administering these regulations.

23.2.4 Retirees employed pursuant to this policy shall not receive benefits except pursuant to Article X - Employee Benefits, Section 8 of this Agreement.

23.2.5 Any faculty member who wishes to continue in partial employment after retirement must renew such request to do so for each school year not later than April 1 prior to the beginning of each school year during which the faculty member desires this continued employment. Such contracts may be renewed on an annual basis, using the criteria in 23.2.2.1 through 23.2.2.4 above.

23.2.6 Retirees employed under this policy shall be subject to established evaluative procedures and will have normal access to due process under the law.

ARTICLE XXIV

UNIT STABILITY

24.1 Should any new job titles be established or regular job titles be reclassified during the term of this Agreement, the placement of those positions in or out of the bargaining unit shall be negotiated with the Association. Should the issue not be resolved within thirty (30) days of the establishment of a new job title, it shall be submitted to the Public Employee Relations Board.

24.2 The District shall notify all faculty and affected divisions, via a general college-wide publication, of all full time faculty and management vacancies in a timely manner.

ARTICLE XXV

MAINTENANCE OF BENEFITS

25.1 Existing rules, regulations, policies and procedures are amended to conform with the terms and provisions of this Agreement.

25.2 Those rules, regulations, policies and procedures subject to the terms and provisions of this agreement shall remain unchanged during the term of this agreement, unless changed by mutual agreement with the Association.

ARTICLE XXVI

STATUTORY AND JUDICIAL CHANGES

26.1 If any provision of this Agreement or application hereof to any faculty member is held by a court having competent jurisdiction to be contrary to law, or is in conflict with Federal or State orders, laws or regulations, then such provision or application will be deemed invalid, to the extent required by such court decision, order, law or regulation, but all other provisions or applications shall continue in full force and effect.

26.2 In the event an article, section, or provision is rendered void, the parties agree to meet within ten (10) calendar days to negotiate only those specific article(s), section(s) or provision(s) impacted.

ARTICLE XXVII

MISCELLANEOUS CONDITIONS

27.1 Unemployment Compensation - All faculty shall be eligible for unemployment compensation benefits as provided by law.

27.2 Defense of Faculty Member by District - If a faculty member or former faculty member requests a District defense against any claim or action against the faculty member for an injury arising out of an act or omission occurring within the scope of employment as an employee of the District, and such request is made in writing not less than ten (10) days before the day of trial, and the faculty member or former faculty member reasonably cooperates in good faith in the defense of the claim or action, the District shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the District has agreed. If the District conducts the defense of a faculty member or former faculty member against any claim or action with reasonable good faith cooperation, the District shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the District has agreed only if it is established that the injury arose out of any act or omission occurring in the scope of the employment of the faculty member or former faculty member as an employee of the District.

In no event shall the District pay such part of a claim or judgment as is for punitive or exemplary damages (Government Code, Section 825).

27.3 Policy and Procedures Manual - The District shall have a Policy and Procedures Manual containing such general information as is necessary to assist faculty members in the full and proper discharge of their professional responsibilities, and as is consistent with the terms of this Agreement and all other existing documents incorporated by reference herein.

27.3.1 The Policy and Procedures Manual shall not contradict the provisions of this Agreement or any portions hereof.

27.3.2 The negotiating team and designated representatives of the District shall review the Policy and Procedures Manual and update, revise, and redistribute manuals to all faculty, as necessary.

27.3.3 Upon appointment, each faculty member shall be provided with one (1) copy of this Agreement, and upon request a copy of the Manual.

27.3.4 As the Policy and Procedures Manual is revised, thereafter, it shall be reprinted by the District and distributed to each faculty member requesting same.

27.3.5 Whenever the Policy and Procedures Manual is first printed, or subsequently revised and reprinted four (4) copies shall be supplied to the President of the Association by the District.

27.3.6 The District agrees to consult with the Association prior to any amendment, changes or elimination of present policies or procedures within the scope of negotiation. Such policies and procedures, including Section 6620 of the Manual, will be subject to the dispute settlement policy.

27.4 The District guarantees that contractual agreements with other agencies for instruction of credit classes will not result in the reduction of contract and regular faculty positions. The District also agrees to meet and negotiate if the District proposes to contract out work traditionally done by the faculty.

ARTICLE XXVIII

PUBLIC CHARGES

28.1 Complaints involving charges of sexual harassment, crimes (whether felony or misdemeanor), or charges of discrimination will not be considered public charges under this Article. These charges will be pursued under appropriate Policies and Procedures.

28.2 Any complaint about a faculty member shall be immediately investigated by the Superintendent/President or his designee. If the complaint appears to have substance, the complaint and the name of the person making the complaint must be provided to the faculty member within ten (10) working days of receipt of the complaint. If this is not done, the information received must be destroyed. Anonymous complaints must be destroyed.

28.3 The complaint shall be put into writing, with the original submitted to the faculty member and a copy to the designated management person. Should the involved faculty member or the Superintendent/President or his designee believe that the allegations in the complaint are sufficiently serious to warrant a meeting, the faculty member and a management representative shall schedule a meeting with the complainant. An Association representative may be present at said meeting, if so requested by the faculty member.

28.4 The faculty member may use non-classroom time for the purpose of initialing and dating the written complaint and preparing a written response to such complaint. The response shall be attached to the written complaint.

28.5 The written complaint and the attached response shall be placed in a dispute settlement file. If the faculty member challenges the truth of the allegations contained in the complaint, a grievance may be filed on that basis and a finding to the effect that such allegations are untrue shall result in the immediate destruction of all copies of the written complaint. The failure by the faculty member to file a grievance shall not be construed as an admission by the faculty member that the allegations contained in the complaint are true; however, the complaint and the response will be placed in the faculty member's personnel file.

28.6 The District shall not use a complaint as a basis for dismissal or refusal to reemploy a faculty member unless the complaint is placed in the faculty member's personnel file in accordance with the procedure outlined in Paragraph 28.5, above.

ARTICLE XXIX

RIGHTS AND RESPONSIBILITIES

29.1 Management Rights and Responsibilities

29.1.1 It is understood and agreed that the Board of Trustees retains all rights, powers, privileges, functions and authority to direct, manage and control the operations of the District to the full extent authorized by law. Any of the rights, powers, privileges, functions or authority which the District had prior to the execution of the Agreement are retained except as those rights, powers, privileges, functions or authority which are specifically abridged or modified by this Agreement.

29.1.2 It is further understood that all matters not specifically enumerated as being within the scope of representation in Government Code, Section 3543.2 and not limited by express terms of this Agreement as rights of the exclusive representative, are reserved to the District.

29.2 Association Rights and Responsibilities

Any of the rights, powers, or authority that the Association had prior to the signing of this Agreement are retained by the Association except those specifically abridged, deleted, granted, or modified by this Agreement and any supplementary agreements that may hereafter be made.

The Association shall not have a duty to represent an administrator in any grievance action, even though that administrator may also have tenure as a faculty member.

29.3 Instructor Rights and Responsibilities

An instructor's primary responsibility is to teach. To this end, an instructor shall perform in a professional manner at a level appropriate to the courses being taught and the capabilities of the students in classes. The faculty member is expected to be informed relative to the latest developments in areas of competence and responsibility. Faculty members shall familiarize themselves and act in accordance with the pertinent sections of the Education Code, Administrative Code, Policy and Procedures Manual and the current CTA Contract.

29.4 Counselor and Librarian Rights and Responsibilities

A counselor's primary responsibility is to provide assistance to the student in program planning and guidance, matters concerning personal and social adjustment, and to assist the student in educational and career planning. The counselor is also responsible for providing assistance to the student in any other matter which is relevant to the student's welfare. Counselors will work

cooperatively with other college staff members through individual and group efforts on matters pertaining to student welfare and effective instruction. Librarians shall comply with such of the duties of instructors as may be appropriate to their assignment and such other duties as may be assigned by the appropriate Division Dean. Counselors and librarians shall familiarize themselves and act in accordance with the pertinent sections of the Education Code, Administrative Code, and Policy and Procedures Manual.

29.5 Adjunct Interview Rights

Any adjunct faculty member who applies for a full time or contract position who has been employed a minimum of at least six (6) semesters within the last five (5) years in the given discipline of opening and who has received satisfactory evaluations shall be granted the right to an interview provided that the member meets the minimum qualifications for the position as outlined by the Chancellor's Office.

ARTICLE XXX

SAVINGS

30.1 Any need to clarify the intended meaning of this Agreement may be resolved by a joint meeting of the respective bargaining teams. Tape recordings of negotiations may be used to resolve a dispute regarding the intent of contract language. The purpose of such a meeting shall be limited to clarification of the intent of negotiated contract language. Such a meeting of the bargaining teams shall expressly not constitute an agreement on the part of either party to reopen negotiations on any subject.

30.2 By mutual agreement of the parties hereto at any time, any provision of this Agreement may be deleted or amended in whole or in part and new provisions may be added hereto, provided that any such agreement deleting, amending, or adding a provision is in writing duly signed by the parties hereto.

ARTICLE XXXI

REDUCTION IN FORCE

31.1 The right of a person employed in an administrative position to become a first year probationary faculty member once his or her administrative assignment expires or is terminated shall not result in the termination or failure to re-employ any contract or regular faculty member.

ARTICLE XXXII

FACULTY SERVICE AREAS (FSA)

32.1 The San Joaquin Delta College Faculty shall be grouped into one (1) Faculty Service Area.

32.2 The competency criteria to serve in the Faculty Service Area shall either be a valid California Community College Credential or the Minimum Qualifications as listed in the California Community College Discipline's List.

32.3 Upon initial employment each contract and regular faculty member will be assigned to a Discipline Area. After initial employment a faculty member may declare additional Discipline Areas for which the faculty meets the minimum qualifications. Once the declaration is received by Human Resources, the item will be placed on the Board of Trustees agenda within 45 days. The new discipline area will go into effect the month following the Board's approval. This paragraph does not apply to those faculty requesting the equivalency process.

ARTICLE XXXIII

TENURE DETERMINATION

33.1 The length of the probationary period for faculty shall be in accord with the provisions of Education Code Section 87600 et seq., and such other laws and regulations regarding the granting of tenure to community college faculty as may be established by the California State Legislature and the California Community Colleges Board of Governors.

33.2 The Tenure Review Committee shall be composed of the following individuals representing these offices:

33.2.1 Assistant Superintendent/Vice President of Instruction (for Instructors and Librarians) or Assistant Superintendent/Vice President of Student Services (for Counselors).

33.2.2 For instructors and librarians, one of the Deans of Instruction. For counselors, the Dean of Counseling and Special Services

33.2.3 Appropriate Division Dean/Director/Supervisor

33.2.4 Academic Senate President, or the Senate President's designee

33.2.5 One faculty member from the same or related discipline chosen by the Academic Senate President. Neither the Senate President's designee nor the additional faculty member may be the Peer Reviewer.

The Tenure Review Committee will follow the Tenure Review Guidelines, (Appendix I) and college policies. The Tenure Review Committee shall give the Superintendent/President an initial recommendation for or against tenure. The Tenure Review Committee's recommendations will be based primarily on evidence of the faculty member's performance as reflected in:

33.2.6 An assessment of the faculty member's performance of assigned duties, based on personal observations, by the appropriate Division Dean/Director/Supervisor and the faculty members of the Tenure Review Committee.

33.2.7 The peer review may be used at the discretion of the candidate.

Candidates who believe the tenure review procedure has not been followed, or that they have been subjected to biased treatment, may challenge the process followed by the Tenure Review Committee.

33.3 In the event that the Tenure Review Committee recommends against granting tenure to a probationary faculty, that faculty shall have the following recourse: If the candidate alleges that the denial of tenure is based upon a violation or misinterpretation of any of the District's policies or procedures concerning evaluation of probationary faculty or a violation of the Tenure Review Guidelines, then it would be addressed as a grievance. Such a grievance would begin at the third step of the dispute settlement procedures in this Contract.

33.4 The probationary faculty shall have the right to file a grievance within ten (10) days after receipt of written notice of the recommendation of denial by the Tenure Review Committee. The review process shall be used to address procedural issues and evidence of bias only, and shall not be a means to challenge or review the substantive determinations of the Tenure Review Committee with regard to a candidate's performance or evaluation or the recommendation of the committee.

33.5 The recommendation of the Tenure Review Committee's evaluations will be reviewed by the Superintendent/President. The recommendation of the Superintendent/President and the Tenure Review Committee shall be presented to the Board of Trustees sufficiently in advance of March 15th to enable the Board to meet the statutory deadlines.

SIGNATURES

Signed this 22 of October, 2019

FOR THE DISTRICT:

Dr. Omid Pourzanjani
Superintendent/President

Dr. James Todd
Assistant Superintendent/
Vice President of Instruction

DeAnna Solina
Vice President of Human Resources
& Risk Management

Dr. Catherine Mathis, President
Board of Trustees
San Joaquin Delta College

FOR THE ASSOCIATION:

Dr. Elizabeth Maloney, President
San Joaquin Delta College Teachers
Association/CTA

Jeff Topping

Gary Barlow

Lilia Becerra-Quintor

Stella Alonzo

Josefina Gomez

APPENDIX A

FACULTY SALARY SCHEDULES

2019-20

2019-20 SALARY SCHEDULE @ 1.035

CONTRACT AND REGULAR FACULTY

	I	II	III	IV	V	VI	VII
	BA Or Equivalent Or Less	BA plus 30	MA	MA with 45	MA with 60	MA with 84	Earned Doctor's Degree
1	$53,729	$55,995	$59,013	$61,348	$64,087	$66,784	$69,178
2	$56,727	$59,042	$62,060	$64,430	$67,196	$70,015	$72,406
3	$59,744	$62,075	$65,101	$67,495	$70,294	$73,192	$75,583
4	$62,753	$65,103	$68,144	$70,570	$73,395	$76,214	$78,605
5	$65,755	$68,141	$71,184	$73,645	$76,504	$79,443	$81,834
6	$68,770	$71,176	$74,230	$76,713	$79,609	$82,566	$84,958
7	$71,765	$74,209	$77,271	$79,795	$82,714	$85,691	$88,082
8	$74,773	$77,235	$80,323	$82,864	$85,820	$88,819	$91,211
9	$77,787	$80,266	$83,356	$85,939	$88,918	$91,942	$94,334
10		$83,306	$86,394	$89,010	$92,021	$95,066	$97,458
11			$89,442	$92,084	$95,122	$98,192	$100,584
12				$95,163	$98,227	$101,366	$103,760
13					$101,337	$104,541	$106,932
14						$107,718	$110,110
			INCLUDING LONGEVITY INCREMENT:				
1	$79,732	$85,389	$91,678	$97,543	$103,871	$110,411	$112,862
2	$81,677	$87,471	$93,914	$99,922	$106,404	$113,103	$115,615
3	$83,621	$89,554	$96,150	$102,301	$108,938	$115,796	$118,368
4	$85,566	$91,636	$98,386	$104,680	$111,471	$118,489	$121,120
5	$87,511	$93,719	$100,622	$107,059	$114,004	$121,182	$123,873

Effective July 1 of the ninth year of service as an employee of the San Joaquin Delta Community College District, a longevity increment of two and a half percent (2.5%) will be added to the employee's base salary.

Effective July 1 of the thirteenth year of service as an employee of the San Joaquin Delta Community College District, a longevity increment of five percent (5%) will be added to the employee's base salary.

Effective July 1 of the seventeenth year of service as an employee of the San Joaquin Delta Community College District, a longevity increment of seven and a half percent (7.5%) will be added to the employee's base salary.

Effective July 1 of the twenty-first year of service as an employee of the San Joaquin Delta Community College District, a longevity increment of ten percent (10%) will be added to the employee's base salary.

Effective July 1 of the twenty-fifth year of service as an employee of the San Joaquin Delta Community College District, a longevity increment of twelve and a half percent (12.5%) will be added to the employee's base salary.

APPENDIX A

FACULTY SALARY SCHEDULES

2019-20

2019-20 SALARY SCHEDULE @ 1.035

ADJUNCT FACULTY

	I	II	III	IV	V	VI	VII
	BA Or Equivalent Or Less	BA plus 30	MA	MA with 45	MA with 60	MA with 84	Earned Doctor's Degree
1	$53.73	$55.99	$59.01	$61.35	$64.09	$66.78	$69.18
2	$56.73	$59.04	$62.06	$64.43	$67.20	$70.01	$72.41
3	$59.74	$62.08	$65.10	$67.49	$70.29	$73.19	$75.58
4	$62.75	$65.10	$68.14	$70.57	$73.39	$76.21	$78.60
5	$65.75	$68.14	$71.18	$73.64	$76.50	$79.44	$81.83
6	$68.77	$71.18	$74.23	$76.71	$79.61	$82.57	$84.96
7	$71.76	$74.21	$77.27	$79.79	$82.71	$85.69	$88.08

Teaching Experience for Adjunct Faculty Initial Placement:

Less than 1 Year	Step 1
1 Year	Step 2
2 Years	Step 3
3 Years	Step 4
4 Years	Step 5

Advancement on the Hourly Salary Schedule will occur whenever an additional 290 hours of assigned adjunct work at San Joaquin Delta College are completed. Step advancement on the schedule will adjust annually, at the beginning of the Fall Semester.

Adjunct faculty maximum initial placement on the Hourly Salary Schedule shall be step 5 of the appropriate class. Regular and Contract Faculty shall be placed on the step that corresponds to an equivalent step on the Regular and Contract Faculty Salary Schedule. Maximum placement is at step 7.

Teaching at San Joaquin Delta College (cumulative hours)

Less than 290 hours	Initial Step
290 hours - 579 hours	Plus one addtitional step*
580 hours - 869 hours	Plus one addtitional step*
870 hours - 1159 hours	Plus one addtitional step*
1160 hours - 1449 hours	Plus one addtitional step*
1450 hours - 1739 hours	Plus one addtitional step*
Greater than 1740 hours	Plus one addtitional step*

*Until the maximum step is reached.

APPENDIX A

FACULTY SALARY SCHEDULES

2020-21

2020-21 SALARY SCHEDULE @ 1.03

CONTRACT AND REGULAR FACULTY

	I	II	III	IV	V	VI	VII
	BA Or Equivalent Or Less	BA plus 30	MA	MA with 45	MA with 60	MA with 84	Earned Doctor's Degree
1	$55,341	$57,675	$60,783	$63,189	$66,009	$68,788	$71,254
2	$58,429	$60,813	$63,922	$66,363	$69,212	$72,115	$74,578
3	$61,536	$63,937	$67,054	$69,520	$72,403	$75,387	$77,851
4	$64,636	$67,056	$70,188	$72,687	$75,597	$78,500	$80,963
5	$67,728	$70,186	$73,320	$75,854	$78,799	$81,826	$84,289
6	$70,833	$73,311	$76,457	$79,014	$81,997	$85,043	$87,507
7	$73,918	$76,435	$79,589	$82,188	$85,195	$88,262	$90,725
8	$77,016	$79,552	$82,732	$85,350	$88,394	$91,484	$93,947
9	$80,121	$82,674	$85,857	$88,517	$91,585	$94,701	$97,164
10		$85,805	$88,986	$91,681	$94,781	$97,918	$100,381
11			$92,125	$94,846	$97,976	$101,138	$103,602
12				$98,018	$101,174	$104,406	$106,872
13					$104,377	$107,677	$110,140
14						$110,949	$113,413
			INCLUDING LONGEVITY INCREMENT:				
1	$82,124	$87,950	$94,428	$100,469	$106,987	$113,723	$116,248
2	$84,127	$90,095	$96,731	$102,919	$109,596	$116,497	$119,083
3	$86,130	$92,240	$99,034	$105,370	$112,206	$119,270	$121,919
4	$88,133	$94,386	$101,337	$107,820	$114,815	$122,044	$124,754
5	$90,136	$96,531	$103,641	$110,271	$117,425	$124,818	$127,589

Effective July 1 of the ninth year of service as an employee of the San Joaquin Delta Community College District, a longevity increment of two and a half percent (2.5%) will be added to the employee's base salary.

Effective July 1 of the thirteenth year of service as an employee of the San Joaquin Delta Community College District, a longevity increment of five percent (5%) will be added to the employee's base salary.

Effective July 1 of the seventeenth year of service as an employee of the San Joaquin Delta Community College District, a longevity increment of seven and a half percent (7.5%) will be added to the employee's base salary.

Effective July 1 of the twenty-first year of service as an employee of the San Joaquin Delta Community College District, a longevity increment of ten percent (10%) will be added to the employee's base salary.

Effective July 1 of the twenty-fifth year of service as an employee of the San Joaquin Delta Community College District, a longevity increment of twelve and a half percent (12.5%) will be added to the employee's base salary.

APPENDIX A

FACULTY SALARY SCHEDULES

2020-21

2019-20 SALARY SCHEDULE @ 1.03

ADJUNCT FACULTY

	I	II	III	IV	V	VI	VII
	BA Or Equivalent Or Less	BA plus 30	MA	MA with 45	MA with 60	MA with 84	Earned Doctor's Degree
1	$55.34	$57.67	$60.78	$63.19	$66.01	$68.79	$71.25
2	$58.43	$60.81	$63.92	$66.36	$69.21	$72.12	$74.58
3	$61.54	$63.94	$67.05	$69.52	$72.40	$75.39	$77.85
4	$64.64	$67.06	$70.19	$72.69	$75.60	$78.50	$80.96
5	$67.73	$70.19	$73.32	$75.85	$78.80	$81.83	$84.29
6	$70.83	$73.31	$76.46	$79.01	$82.00	$85.04	$87.51
7	$73.92	$76.43	$79.59	$82.19	$85.20	$88.26	$90.72

Teaching Experience for Adjunct Faculty Initial Placement:

Less than 1 Year	Step 1
1 Year	Step 2
2 Years	Step 3
3 Years	Step 4
4 Years	Step 5

Advancement on the Hourly Salary Schedule will occur whenever an additional 290 hours of assigned adjunct work at San Joaquin Delta College are completed. Step advancement on the schedule will adjust annually, at the beginning of the Fall Semester.

Adjunct faculty maximum initial placement on the Hourly Salary Schedule shall be step 5 of the appropriate class. Regular and Contract Faculty shall be placed on the step that corresponds to an equivalent step on the Regular and Contract Faculty Salary Schedule. Maximum placement is at step 7.

Teaching at San Joaquin Delta College (cumulative hours)

Less than 290 hours	Initial Step
290 hours - 579 hours	Plus one addtitional step*
580 hours - 869 hours	Plus one addtitional step*
870 hours - 1159 hours	Plus one addtitional step*
1160 hours - 1449 hours	Plus one addtitional step*
1450 hours - 1739 hours	Plus one addtitional step*
Greater than 1740 hours	Plus one addtitional step*

*Until the maximum step is reached.

APPENDIX A-3
FACULTY SALARY SCHEDULES
2018-2021

PEACE OFFICER STANDARDS TRAINING (POST) PARAPROFESSINAL POSITIONS

Firearms Safety Line Officer	$55.00/hour
POST Scenario Proctor	$55.00/hour

Starting the 2017-2018 academic year, hourly instructors in the POST Academy were converted to the paraprofessional positions listed above. The hourly pay rates for those employees listed in the M.O.U. Identifying POST Positions as Paraprofessionals and Setting New Rates of Pay executed on May 19, 2017, and appended via email dated December 15, 2017, will remain grandfathered.

APPENDIX B

COLLEGE CALENDAR

The College Calendar for each respective year will be made available after consultation with the Association in accordance with Article XIII, Section 3.

APPENDIX C
EXTRA DUTY COMPENSATION

Course	Name	Course Units (*6)	Extra-Duty Units
AHSC 011ABCD	Livestock Evaluation	Assigned	3.00
AHSC 025ABCD	Livestock Presentation	Assigned	2.00
ATH 050	Soccer-M	Assigned	2.00
ATH 051	Water Polo-M	Assigned	2.00
ATH 052	Football-M (Head Coach)	Assigned	4.00
ATH 052	Football Assistant-M	0	10.00
ATH 052	Football Assistant-M	0	10.00
ATH 053	Cross Country-M	Assigned	2.00
ATH 054	Baseball-M (Head Coach)	Assigned	4.00
ATH 054	Baseball Assistant	0	10.00
ATH 055	Golf-M	Assigned	2.00
ATH 056	Basketball-M (Head Coach)	Assigned	4.00
ATH 056	Basketball Assistant-M	0	10.00
ATH 057	Track-M (Head Coach)	Assigned	4.00
ATH 057/068	Track Assistant-M/W	0	10.00
ATH 058	Wrestling-M	Assigned	2.00
ATH 059	Tennis-M	Assigned	2.00
ATH 060	Swimming-M	Assigned	2.00
ATH 060/063	Swimming Assistant-M/W (Diving)	0	10.00
ATH 061	Soccer-W	Assigned	2.00
ATH 067	Water Polo-W	Assigned	2.00
ATH 065	Softball-W (Head Coach)	Assigned	4.00
ATH 065	Softball Assistant-W	0	10.00
ATH 049	Golf-W	Assigned	2.00
ATH 064	Basketball-W (Head Coach)	Assigned	4.00
ATH 064	Basketball Assistant-W	0	10.00
ATH 068	Track-W (Head Coach)	Assigned	4.00
ATH 069	Cross Country-W	Assigned	2.00
ATH 066	Tennis-W	Assigned	2.00
ATH 063	Swimming-W	Assigned	2.00
ATH 062	Volleyball-W	Assigned	2.00
COM ST 052	Speech & Debate (Head Coach)	Assigned	0.00
COM ST 052	Speech & Debate Assistant	0	4.00
COM ST 052	Speech & Debate Assistant	0	4.00
DANCE 005ABCDE	Production /Repertory Company	Assigned	2.00
DRAMA 025AB	Director	Assigned	0.00
DRAMA 025AB	Technical Director	0	2.00
DRAMA 025AB	Costuming Director	0	2.00
DRAMA 025AB	Lighting Designer	0	1.00
DRAMA 025AB	Sound Designer	0	1.00
DRAMA 025AB	Makeup Designer	0	1.00
DRAMA 025AB	Scenic Designer	0	1.00
DRAMA 025AB	Costumer Designer	0	1.00
DRAMA 044AB	Director	Assigned	0.00
DRAMA 044AB	Technical Director	0	2.00
DRAMA 044AB	Costuming Director	0	2.00
DRAMA 044AB	Lighting Designer	0	1.00
DRAMA 044AB	Sound Designer	0	1.00
DRAMA 044AB	Makeup Designer	0	1.00
DRAMA 044AB	Scenic Designer	0	1.00
DRAMA 044AB	Costumer Designer	0	1.00
DRAMA 047AB	Director	Assigned	0.00

Course	Name	Course Units (*6)	Extra-Duty Units
DRAMA 047AB	Costuming Director	0	2.00
DRAMA 047AB	Lighting Designer	0	1.00
DRAMA 047AB	Sound Designer	0	1.00
DRAMA 047AB	Technical Director	0	2.00
DRAMA 047AB	Makeup Designer	0	1.00
DRAMA 047AB	Scenic Designer	0	1.00
DRAMA 047AB	Costumer Designer	0	1.00
MUSIC 015	Delta Singers	Assigned	2.00
MUSIC 017	Concert Choir	Assigned	2.00
MUSIC 026	Band	Assigned	2.00
MUSIC 029	Jazz Band	Assigned	2.00
MUSIC 032	Studio Arts Ensemble	Assigned	2.00
MUSIC 040ABCD	Applied Music Instructor of Record	1.0	1.00
MUSIC 040ABCD	Applied Music Individual Instructor	0	7.5 hours per student assigned

Faculty Release Time Assignments

	Units/Semester	FTEF
Academic Senate President	10.00	0.67
Academic Senate First Vice President (Curriculum Chair)	7.00	0.47
Academic Senate Second Vice President	3.00	0.20
Academic Senate Secretary (FPG Chair)	2.00	0.13
SJDCTA President	9.00	0.60
SJDCTA First Vice President	3.00	0.20
SJDCTA Second Vice President	6.00	0.40
SJDCTA Third Vice President	1.50	0.10
SJDCTA Secretary	2.50	0.17
Articulation Officer	15.00	1.00
Flex Program Coordinator	3.00	0.20
Law Pathway Coordinator	3.00	0.20
Student Learning Outcome Coordinator	3.00	0.20
Learning Center Coordinator	15.00	1.00
Learning Center Assistant Coordinator	3.00	0.20
Lifeguard Training & Supervision Coordinator (Fall or Spring)	1.00	0.07
Lifeguard Training & Supervision Coordinator (Summer)	0.50	0.03
Faculty Library Coordinator	3.00	0.20
Music Instrument Coordinator	1.00	0.07
Assistant Director ADN	3.00	0.20
Assistant Director PT	3.00	0.20
RAD Tech Coordinator	0.50	0.03
HS Fundamentals Coordinator	0.50	0.03
HS Med Surge Coordinator	0.50	0.03
HS OB/GYN Coordinator	0.50	0.03
HS Mental Health Coordinator	0.50	0.03
HS Geriatric Coordinator	0.50	0.03
HS Pediatrics Coordinator	0.50	0.03
HS Simulation Skills Lab Coordinator	15.00	1.00
Speech Language Pathology Coordinator	4.00	0.27
Assistant POST Coordinator	3.00	0.20
Coaching Coordinator/Title IX Liaison	3.00	0.20
Distance Education Coordinator	7.50	0.50
Faculty Accreditation Chair	Up to 3.00	0.20

NON TEACHING STIPENDS/PARAPROFESSIONAL

Baseball Assistant-M	$	2,000.00
Basketball Assistant-M	$	2,000.00

Basketball Assistant-W	$	2,000.00
Beach Volleyball Assistant-W	$	1,000.00
Beach Volleyball Assistant-W	$	1,000.00
Cross Country Assistant-M	$	1,000.00
Cross Country Assistant-W	$	1,000.00
Football Assistant-M	$	4,000.00
Football Assistant-M	$	4,000.00
Football Assistant-M	$	4,000.00
Football Assistant-M	$	4,000.00
Football Assistant-M	$	4,000.00
Football Assistant-M	$	4,000.00
Soccer Assistant-M	$	3,000.00
Soccer Assistant-W	$	3,000.00
Swimming Assistant-M	$	1,000.00
Swimming Assistant-W	$	1,000.00
Track Assistant-M	$	1,000.00
Track Assistant-W	$	1,000.00
Volleyball Assistant-W	$	2,000.00
Water Polo Assistant-M	$	1,000.00
Water Polo Assistant-W	$	1,000.00
Wrestling Assistant-M	$	1,000.00

GRANT STIPENDS

Specific stipend amounts and duties will be determined via mutual agreement between SJDCTA and the District as outlined in an MOU for each specific grant.

SUMMER STIPENDS

Horticulture/Greenhouse Coordinator	$	1,000.00
Faculty Professional Growth Chair	$	750.00
Academic Senate President	$	1,000.00
SJDCTA President	$	1,000.00

NOTES*

1. All additional extra duty compensation/assignments not included in this Appendix must be agreed upon by the District and the Association. The District and Association agree to meet to discuss special circumstances and assignments on a case by case basis.
2. Faculty Release Time Assignments will not be counted in the overall faculty productivity calculation as it pertains to Article XVIII SALARIES
3. Extra Duty Units may be assigned as overload. When units are converted to hours for pay purposes, the formula is 17.5 hours per unit.
4. Faculty Release Time Assignments will be assigned as part of load.
5. As with instructional unit assignments, all unit-based extra duty and faculty release assignment work includes preparation, coordination, and other duties associated with completing the overall assignment.
6. Individual faculty members shall not receive duplicate Extra-Duty Units for multiple sections of one course or concurrently offered classes. Concurrently offered classes are defined as a class offered on the same day at the same hour.
7. All assignments are per semester offered.
8. No additional compensation is allowed for these assignments except as provided in Article 20.6
9. Faculty release time assignments are assigned as needed by the District. The Administration will announce the position vacancy giving fair and equitable opportunity to all eligible and qualified employees or applicants. Applicants will complete a standard interest form developed by the Administration in consultation with the release time committee described below. If there are one or more qualified applicants, a release time committee composed of the two Assistant Superintendents/Vice Presidents (or designees), the Academic Senate President and SJDCTA President (or designees) will meet to consider the applicants and make a recommendation to the administration for the position. If there are no applicants for the position, the committee shall review the position job description to determine if the recommended release time is appropriate. If there is no need for revision in the position description or release time, the administration will make an appointment based on mutual consultation among committee members. Involuntary position appointments shall not exceed one year. Regular position appointments shall not exceed three year terms, with the option for renewal by committee recommendation and administrative appointment. Individuals in release time positions will be evaluated in the course of their normal evaluation process in consultation with their primary manager (if service in the release time position is different from their primary assignment). Leadership of the Academic Senate and SJDCTA are positions elected by the faculty.
10. All stipends during the fall and spring semesters will be paid in five equal monthly payments on the 10th of the month payroll. Summer stipends will be paid in equal payments on July 10th and August 10th.
11. Extra Duty Units are not eligible for FLEX hours or Flex Compensation.

APPENDIX D

FACULTY LOAD UNITS

1. A faculty assignment shall be not more than four (4) course preparations (exclusive of sequential courses usually grouped together).

2. Load units shall be assigned as follows:
   Lecture hours/unit 1:1
   Laboratory hours/units 1:0.8
   Non-teaching assignments, including counselors and librarians hours/unit 1:0.6*

   *See Appendix L for a chart to convert contact hours for counselors and librarians to incorporate instructional units as part of their load requirement.

3. For purposes of determining college workload, a "contact hour" shall be defined as fifty-two (52) clock minutes.

APPENDIX E

EVALUATION FORMS

FACULTY EVALUATION FORM

Faculty Name _____ **Contract Year** _____ **Regular** ❑ **Adjunct** ❑ **Division** _____

Evaluation Domain	**Strong**	**Competent**	**Marginal**	**Unsatisfactory**
Methodology	Professor demonstrates superior knowledge of current teaching, counseling, or library methodology and applies it in ways that stimulate independent learning in the students ❑	Professor adequately applies current teaching, counseling, or library methodology to stimulate independent student learning ❑	Professor may be aware of some new teaching, counseling or library methodology but does not use the approaches effectively to foster student learning ❑	Professor appears to be lacking knowledge of new methodologies for teaching, counseling or librarianship ❑
Subject Matter Expertise	Professor demonstrates superior knowledge of the subject matter and explains it in a way that fosters student growth and development ❑	Professor has adequate knowledge of the subject matter and can explain it in a way that fosters student growth and development ❑	Professor knows the subject matter somewhat but is unable to explain it in a way that fosters student growth and development ❑	Professor appears to be lacking in knowledge of relevant subject matter and is unable to foster student growth and development ❑
Organization and Use of Time	Professor is very well organized and consistently maximizes use of student contact time ❑	Professor has planned activities and uses contact time effectively ❑	Professor has planned activities that may not be well organized and/or does not use time effectively ❑	Professor is disorganized, rambles on and on, goes off topic, and/or does not stick to scheduled contact time ❑
Professional Responsibilities (includes the submission of forms, paperwork, required training, rosters, grades)	Professor consistently demonstrates responsible action in completing professional obligations without prompting or reminders ❑	Professor demonstrates responsible action in completing professional obligations; requires occasional prompting or reminders ❑	Professor needs frequent reminders from multiple sources to complete professional obligations ❑	Professor rarely meets professional obligations ❑
Student Involvement/ Learning Environment (questions, activities, and opportunities for reflection; rapport with students; atmosphere of respect)	Professor consistently provides opportunities for student involvement and demonstrates rapport with students that consistently fosters an atmosphere of respect and collegiality in a variety of settings ❑	Professor provides opportunities for student involvement and demonstrates good rapport with students and builds an atmosphere of respect and collegiality in the learning environment ❑	Professor provides few opportunities for students to become involved in their own learning or development and does not interact sufficiently with students to build a strong, comfortable atmosphere of respect ❑	Professor does not develop opportunities for students to become involved in their own learning; learning atmosphere is not engaging, and lacks respect for students ❑
Collegiality with the Campus Community	Professor exhibits considerable respect of others and models exceptional collaborative behavior ❑	Professor exhibits collegial respect for others and works adequately well with others ❑	Professor exhibits some collegial behavior but does not engage in collaborative behavior consistently ❑	Professor does not collaborate with others and engages in behavior that is frequently counterproductive or disrespectful ❑
Presentation/Delivery	Professor presents in a clear, professional and eloquent manner; delivery demonstrates passion for the subject and interest in student growth and development ❑	Professor presents in a clear and direct manner; delivery is adequate and engaging for students ❑	Professor presents in an unclear and confusing manner; delivery fails to convey passion for the subject ❑	Professor presents in an ineffective and confusing manner; delivery is unenthusiastic and fails to engage students ❑

Evaluation Domain	Strong	Competent	Marginal	Unsatisfactory
Campus Involvement	Professor participates actively in campus life in multiple ways and participates in campus governance or student development opportunities ❑	Professor is adequately engaged in campus life and participates in some campus governance or student development opportunities ❑	Professor takes few opportunities to participate in campus life and shows little interest in campus governance or student development outside of the classroom ❑	Professor is not engaged in campus activities and avoids committee work and opportunities to interact with students and others ❑
Professional Community Involvement/ Achievement	Professor is actively involved in community projects, research efforts or other related professional activities and regularly represents the College in external meetings or venues ❑	Professor is involved in community and professional projects and is willing to attend community events as a College representative ❑	Professor takes very little initiative to represent the College in external meetings or communities of practice and spends little time on community work outside of regular responsibilities ❑	Professor does not engage with the community beyond the College ❑
Overall rating	Strong ❑	Competent ❑	Marginal ❑	Unsatisfactory ❑

Unsatisfactory ratings must be accompanied by a performance improvement plan, see Appendix E

Evaluator Comments:

Pre-Conference Notes (Date/Time/Room):

Formal Visitation (Date/Time/Room):

Post-Conference Notes (Date/Time/Room):

Professor's Comments:

Instructor Review/Signatures: I have reviewed this evaluation, but my signature does not necessarily indicate my agreement with the evaluation. I acknowledge the receipt of a copy at this time and understand I will receive a completed copy after signature by the Assistant Superintendent/Vice President indicating review of the original prior to placement in my personnel file. I understand that a copy of the evaluation will be shared with the tenure review committee in the tenure process.

Date _____ Instructor _____

Response Attached Yes ❑ No ❑

Date _____ Evaluator _____

Review by Assistant Superintendent Date _____ Assistant Superintendent/Vice President _____

original to file Date to File _____ Date to Professor _____

copy to Professor

Revised November 16, 2015

APPENDIX E

EVALUATION FORMS

FACULTY SELF EVALUATION FORM

Faculty Name _____ **Contract Year** ____ **Regular** ❑ **Adjunct** ❑ **Division** _____

In this self-evaluation form, describe your strong and competent performance as a faculty member in the discharge of your professional obligations. The form provides an opportunity for you to construct a one to two page narrative summary of approaches you have taken to enhance your teaching, counseling or library service, professional accomplishments, college or community service, and efforts to establish a positive learning environment and collegial relationships with peers and staff. You may attach supporting materials and documents, but attachments are not required. Submit this form to your evaluator during the week of your observation visit. This self-evaluation form shall be used by the evaluator as one element of the administrative evaluation process.

1. Describe any teaching, counseling or library methodologies you have used or introduced, or any new innovative approaches you have used in your work since your last evaluation (or since your initial hire).

2. Describe any professional achievements or accomplishments you would like to highlight since your last evaluation (or since your initial hire).

3. Describe any college service and community service activities you have engaged in since your last evaluation (or since your initial hire).

4. Describe any efforts you have undertaken to promote a positive, collegial learning environment for students and to foster a collegial working atmosphere with your peers and other staff. Focus on efforts since your last evaluation (or since your initial hire).

Revised November 16, 2015

APPENDIX E

EVALUATION FORMS

STUDENT FACULTY EVALUATION QUESTIONNAIRE
FACULTY (PROFESSOR, LIBRARIAN, COUNSELOR)

Name of Faculty Member: _____
Course/Session: _____ Date: _____

Select the appropriate response for each statement with a number 2 pencil. Erase changed responses completely.

A) Strongly Agree B) Agree C) Neutral D) Disagree E) Strongly Disagree	A	B	C	D	E	Does Not Apply
1. The faculty member promotes and supports a positive learning environment.	❍	❍	❍	❍	❍	❍
2. Materials and assignments apply to the course/session/workshop.	❍	❍	❍	❍	❍	❍
3. The faculty member provides clear examples and explanations that help students understand course/session/workshop expectations.	❍	❍	❍	❍	❍	❍
4. The faculty member answers questions clearly and communicates in a timely manner.	❍	❍	❍	❍	❍	❍
5. The faculty member presents information and organizes materials effectively.	❍	❍	❍	❍	❍	❍
6. The faculty member presents focused topics and engages with students in the learning environment to maximize student success. .	❍	❍	❍	❍	❍	❍
7. The faculty member encourages an atmosphere of mutual respect.	❍	❍	❍	❍	❍	❍
8. The faculty member provides timely and effective feedback that encourages student growth and success.	❍	❍	❍	❍	❍	❍
9. The faculty member enhanced my knowledge of the subject matter.	❍	❍	❍	❍	❍	❍
COMMENTS:						

APPENDIX E

EVALUATION FORMS

PEER REVIEW VERIFICATION FORM

The undersigned verify that peer review was completed per Article XVI. No other material shall accompany this form when submitted upon completion of peer review.

Please initial the following to indicate completion:

Faculty		Peer Reviewer
_____	Pre Review conference	_____
_____	Peer Review	_____
_____	Review of Course(s) (where applicable)	_____
	Course Name Date	
	_____	
	_____	
_____	Review of participation in collaborative SLOA process	_____
_____	Post Review Discussion (including written suggestions)	_____
_____	Self-Evaluation	_____
_____	Classroom Visit (To be completed if administrative visit is done)	_____

_____
Faculty Name (Please Print)

_____
Peer Reviewer Name (Please Print)

_____
Faculty Signature (Date)

_____
Peer Reviewer Signature (Date)

APPENDIX E

EVALUATION FORMS

FACULTY PERFORMANCE IMPROVEMENT PLAN (PIP) – SECTION I

Faculty Name: _____ □ Contract □ Regular □ Adjunct Division: _____

Area(s) of improvement as indicated on the Faculty Evaluation Form dated _____

Evaluation Domain	Improvement Plan	Review Date
EX: Professional Responsibilities	*Faculty member shall submit all rosters by due date.* *Faculty member shall exclude students who have not enrolled.* *Faculty member shall drop students as outlined by college policy.*	

Specific actions the supervisor/manager will take to improve employee performance in each area:
EX: Division Dean will review attendance policies with the faculty member to encourage timely submission of rosters.
Faculty member will receive technical assistance from the Admissions & Records Office.
Division Dean will identify and assign a peer mentor to assist the faculty member with this improvement plan.

How will improvement in each area be measured?
EX: Division Dean will verify submission of required rosters.

This Performance Improvement Plan (PIP) is designed to address areas in which your performance is deficient (i.e., marginal or unsatisfactory). Failure to adequately correct these concerns may result in disciplinary action.

I understand that a copy of this PIP will be shared with the tenure review committee, if applicable.

_____ _____
Signature (Employee) Date Signature (Manager) Date

_____
Signature (SJDCTA) Date

Faculty member response attached: □ Yes □ No

Reviewed by Assistant Superintendent: _____
Signature Date

FACULTY PERFORMANCE IMPROVEMENT PLAN (PIP) – SECTION II

THIS SECTION IS TO BE COMPLETED AT THE TIME OF PIP FINAL REVIEW.

Findings:

□ Satisfactory performance, no further action required.
□ Some improvement, further monitoring necessary (provide narrative below or new/revised PIP).
□ Little or no improvement, disciplinary action required (provide narrative below describing recommended action to be taken).

Narrative:

I have received this completed PIP, but my signature does not necessarily indicate my agreement with the findings. I understand that a copy of this completed PIP will be shared with the tenure review committee, if applicable.

_____ _____
Signature (Employee) Date Signature (Manager) Date

_____
Signature (SJDCTA) Date

Faculty member response attached: □ Yes □ No

Reviewed by Assistant Superintendent: _____
Signature Date

APPENDIX F

GRIEVANCE AND COMPLAINT FORMS

GRIEVANCE FORM

Name: _____ Location: _____

Brief Statement of Grievance
(written statement must be filed within 20 days from the date of occurrence.

(1) Date of Event Creating Dispute
_____

Relief Sought

Step I – Informal Meeting
If settlement is not reached informally with immediate supervisor, grievant should proceed to Step II.

Step II

(1) Date Received: _____
Must be within 20 calendar days of occurrence

Received by: _____
Immediate Supervisor

(2) Date of Meeting: _____

Findings:

(3) Date Completed: _____
Written decision must be within 10 calendar days of (1)

Step III

(4) Date Received: _____
Must be within 10 calendar days of (3)

Received by: _____
Vice President

(5) Date of Meeting: _____
Must be within 10 calendar days of (4)

Findings:

(6) Date Completed: _____
Written decision must be within 10 calendar days of (5)

Step IV

(7) Date Received: _____
Must be within 30 calendar days of (6)

Received by: _____
President

(8) Date selected: _____
Must be within 5 calendar days of (7)

Hearing Officer selected

(9) Date of Hearing: _____
Must be within 10 days from agreement on Hearing Officer (8)

Hearing:

Hearing Officer Decision Received:

(10) Date Received: _____
Must be within 10 days of hearing

_____
President

---

(11) Date Filed: _____
Must be within 10 calendar days of (10)

President's Decision Completed

Optional Step IV

(12) Date Received: _____
Must be within 30 calendar days of (6)

Received by: _____
President

(13) Date of Hearing: _____

Board Hearing:

(14) Date of Decision: _____

APPENDIX F

GRIEVANCE AND COMPLAINT FORMS

UNLAWFUL DISCRIMINATION/HARASSMENT COMPLAINT FORM

SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT
OFFICE OF HUMAN RESOURCES

Administrative Procedure 3435.1

Unlawful Discrimination/Harassment Complaint Form

Name: _____
Last *First*

Address: _____
Street or P.O. Box *City* *State* *Zip*

Phone: *Day* (_____) _____ *Evening* (_____) _____

I Am A: ☐ Student ☐ Employee ☐ Other: _____

I Wish To Complain Against: _____

Date of Most Recent Incident of Alleged Discrimination: _____
(Nonemployment complaints must be filed within one year of the date of the alleged unlawful discrimination. Employment complaints must be filed within six months of the date of the alleged unlawful discrimination)

I Allege Discrimination Based on the Following Category Protected under Title 5: ***(you must select at least one)*:**

☐ Age☐	☐ Ethnic Group Identification	☐ Physical Disability☐	☐ Retaliation
☐ Ancestry	☐ Mental Disability☐	☐ Race	☐ Sex (includes Harassment)
☐ Color	☐ National Origin☐	☐ Religion☐	☐ Sexual Orientation

Clearly state your complaint. Describe each incident of alleged discrimination separately. For each action provide the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discriminated; 3) what happened; 4) witnesses (if any); and 5) why you believe the discrimination was because of protected group status [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you were retaliated against for filing of complaint or asserting your rights. *(Attach additional pages as necessary.)*

_____

_____

_____

_____

What would you like the District to do as a result of your complaint -- what remedy are you seeking?: _____

_____

I certify that this information is correct to the best of my knowledge.

_____ _____
Signature of Complainant *Date*

Send this form to the Office of Human Resources,
5151 Pacific Avenue, Administration 102, Stockton, CA 95207
HR to forward to Chancellor's Office-Attn: Legal Affairs Division, 1102 Q Street, Sacramento, CA 95814-6511

APPENDIX G

CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)

The parties to this contract intend that the following provisions are to comply with the regulations set forth in Title XXII of the consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

A. Employees covered by the health plan benefits as defined in Section D, may choose to continue health plan coverage for eighteen months for themselves, their spouse, or dependents under the following circumstances:

   1) When the employee is terminated for reasons other than gross misconduct.

   2) When the employee's hours are reduced which results in a loss of health plan benefits.

B. The spouse of an employee covered by the Health Plan may choose to continue health plan coverage for a period of thirty-six months if he or she loses health plan coverage for any of the following reasons:

   1) The death of the employee;

   2) Divorce or legal separation from the employee;

   3) The employee becomes eligible for Medicare.

C. The dependent child of an employee covered by the Health Plan may choose to continue health plan coverage for a period of thirty-six months, if he or she loses health plan coverage for any of the following reasons:

   1) Death of the parent;

   2) Parents' divorce or legal separation'

   3) Parent becomes eligible for Medicare;

   4) The dependent ceases to be a "dependent child" under the current health plan.

D. Health Plan coverage is defined as those benefits offered employees in Article X (Health, dental, and vision benefits only. Life insurance, Tax Sheltered Annuities and Long Term Disability are not considered health benefits requiring continued coverage under COBRA.)

E. The employee, spouse or dependent has 60 day from the date he or she would lose coverage to inform California's Valued Trust (CVT) that he or she desires continued health plan benefit coverage. If the employee, spouse or dependent fails to notify California's Valued Trust (CVT) within 60 days, all group health insurance coverage will cease.

F. If the employee, spouse, or dependent chooses continuation health plan benefits, the employee, spouse or dependent shall be responsible for payment of the applicable premium, plus an additional charge of (2) two percent the applicable premium amount.

G. Continuation of health plan coverage shall be revoked under any of the following circumstances:

1) The District no longer provides group health coverage to any of its employees;

2) The employee, spouse, or dependent does not timely pay the premiums;

3) The employee, spouse, or dependent becomes covered under another group health plan;

4) The employee, spouse, or dependent becomes eligible for Medicare;

5) A spouse divorced from a covered employee subsequently remarries and is covered under the new spouse's group health plan.

H. Any modification of health plan benefits for bargaining unit members shall be applicable to any continued health plan coverage.

I. All other applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Title XXII, as they may be amended from time to time shall be adhered to by both the district and employees, and their spouses and dependents. The District may take such action to modify such practices as may be necessary to ensure conformity with the provisions of and the regulations adopted pursuant to Title XXII of COBRA.

APPENDIX H

READER BUDGET AND BONUS UNITS

Method of Computation

1. Reader budget and bonus units for lecture classes.

WSCH	=	Weekly Student Contact Hours
DSCH	=	Daily Student Contact Hours
SCH	=	Student Contact Hours

Total assignment of eligible lecture classes:

Census Classes: $\frac{\text{WSCH} \times 17.5}{525} = \text{FTES}$

Daily Census Classes: $\frac{\text{DSCH} \times \text{Days}}{525} = \text{FTES}$

Positive Attendance: $\frac{\text{SCH}}{525} = \text{FTES}$

$$\frac{\text{FTES}}{\text{Teacher Units}} = \frac{\text{Census FTES + Daily Census FTES + Pos. Att. FTES}}{\text{Teacher Units}}$$

2. Reader Budget for Other Classes

Reader budgets will be awarded to classes in English Composition, Reading, Basic Skills Mathematics, English as a Second Language, and Foreign Languages at the rate of $176.40 per class. Based on the $12/hour minimum wage in effect in 2019.

APPENDIX I

TENURE REVIEW GUIDELINES

Tenure – Year One – First Contract Year

August/September

The Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services convenes the Tenure Review Committee. An orientation session will be held for the new Tenure Review Committee members.

The Tenure Review Committee elects a chairperson and establishes a work schedule.

A pre-evaluation conference is held by the appropriate Division Dean/Director/Supervisor and the candidate.

Mutually agreed upon visitations by the Dean/Director/Supervisor and the Faculty Tenure Review Committee members will be completed by the end of the tenth week of the Semester. If the situation warrants, additional visitations will be made at the discretion of the Division Dean/Director/Supervisor.

A post visitation discussion will be held within twenty (20) duty days of the visit.

December/January/February

Administrative evaluations are submitted to the candidate. The Tenure Review Committee meets and makes a recommendation to the Superintendent/President for or against continuation to a second year contract.

February/March

The committee or a designated committee representative meets with the candidate to inform him or her of the committee's recommendations.

Recommendations are submitted to the Superintendent/President following the scheduled meeting with the candidate. The Superintendent/President recommends for or against renewal to the Board of Trustees prior to March 15.

March

Following the Board action but no later than March 15, notice of continued employment or termination is sent to the faculty member by the Office of Human Resources.

Tenure – Year Two – Second Contract Year

August/September

The Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services convenes the Tenure Review committee. An orientation session is held for new Tenure Review committee members.

The Tenure Review Committee establishes a work schedule.

A pre-evaluation conference is held by the appropriate Division Dean/Director/Supervisor and the candidate.

Visitations for the second-year evaluation will begin.

Mutually agreed upon visitations by the Dean/Director/Supervisor and the faculty Tenure Review Committee members will be completed by the end of tenth week of the Semester. If the situation warrants, additional visitations will be made at the discretion of the Division Dean/Director/Supervisor.

A post visitation discussion will be held within twenty (20) duty days of the visit.

December/January/February

Administrative evaluations are submitted to the candidate. The Tenure Review Committee meets and makes a recommendation to the Superintendent/President for or against continuation to a two-year contract.

February/March

The Committee or a designated committee representative meets with the candidate to inform him or her of the committee's recommendation.

Recommendations are submitted to the Superintendent/President following the scheduled meeting with the candidate. The Superintendent/President recommends for or against a two-year contract to the Board of Trustees prior to March 15.

March

Following the Board action but no later than March 15, notice of continued employment on a two-year contract or termination is sent to the faculty member by the Office of Human Resources.

Tenure – Year Three – Third Year Contract

August/September

The Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services convenes the Tenure Review Committee. An orientation session is held for the Tenure Review Committee members.

The Tenure Review Committee establishes a work schedule.

A pre-evaluation conference is held by the appropriate Division Dean/Director/Supervisor and the candidate.

Visitations for the third-year evaluation will begin.

Mutually agreed upon visitations by the Dean/Director/Supervisor and the faculty Tenure Review Committee members will be completed by the 15th of March. If the situation warrants, additional visitations will be made at the discretion of the Division Dean/Director/Supervisor.

A post visitation discussion will be held within twenty (20) duty days of visit.

December/January/February

Administrative evaluations are submitted to the candidate. The Tenure Review Committee meets to discuss the candidate's progress to tenure and makes plans to assist the candidate if necessary.

February/March

The Committee or a designated committee representative meets with the candidate to inform him or her of the committee's recommendation, commendations, and concerns.

Tenure – Year Four – Third Contract Continued

August/September

The Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services convenes the Tenure Review Committee. An Orientation session is held for Tenure Review Committee members.

The Tenure Review committee establishes a work schedule.
A pre-evaluation conference is held by the Appropriate Division Dean/Director/Supervisor and the candidate.

Visitations for the fourth-year evaluation begin.

Mutually agreed upon visitations by the Dean/Director/Supervisor and the faculty Tenure Review Committee members will be completed by the end of the tenth week of the semester. If the situation warrants, additional visitations will be made at the discretion of the Division Dean/Director/Supervisor.

A post visitation discussion will be held within twenty (20) duty days of the visit.

December/January/February

Administrative evaluations are submitted to the candidate. The Tenure Review Committee meets and makes a recommendation to the Superintendent/President for or against a recommendation for tenure.

February/March

The committee or a designated committee representative meets with the candidate to inform him or her of the committee's recommendation.

Recommendations for tenure are submitted to the Superintendent/President following the scheduled meeting with the candidate. The Superintendent/President recommends for or against a tenure to the Board of Trustees prior to March 15.

March

Following the Board action but no later than March 15, notice of tenure or termination is sent to the faculty member by the Assistant Superintendent/Vice President.

APPENDIX J

MEMOS AND LETTERS OF UNDERSTANDING

This appendix contains all current memos and letters of understanding between the Association and the District. It is understood that future agreements of this type will be added to this Appendix as needed. It is further understood that the negotiable items covered by a memo or letter of understanding contained in this Appendix shall be extended beyond the expiration date of the memo or letter, unless the Association and the District meet and negotiate a new agreement.

APPENDIX K

MOUNTAIN HOUSE AND OTHER CENTERS

The initial level of full time faculty staffing at the Mountain House Center shall be seven (7) FTE faculty. The composition of the founding faculty shall take the following form commencing with the fall 2008 semester:

An entitlement in Electronics Technology
An entitlement in Chemistry
An entitlement in Counseling
An entitlement in Mathematics
An entitlement in Biology
An entitlement in either English, Communications (for speech instruction), or a combination of the two.
An entitlement drawn from the Humanities, Social Science, Education, Kinesiology and Athletics Division including the various disciplines in the social sciences, the humanities, or Languages, Library and Learning Resources.

The Vice President of Instruction will invite full time faculty possessing the requisite minimum qualifications to apply to transfer into the Mountain House entitlements that are open. A screening committee composed of the following members will review the applications:

The Vice President of Instruction
The Vice President of Student Services
The Associate Dean of the Mountain House Center
The President of the Academic Senate
The Vice President of Human Resources and Risk Management
A faculty member selected by the Academic Senate President
The President of the San Joaquin Delta College Teachers Association

The screening committee will review the transfer applications and use agreed-upon criteria to rank the transfer applicants based on 1) demonstrated teaching mastery; 2) evidence of service to the college and community; 3) evidence of significant professional accomplishments; 4) program fit with identified instructional needs in Mountain House. The committee will make a decision to recommend a candidate for transfer and forward its recommendation to the President/Superintendent for Board of Trustees approval.

In the event that an entitlement is not pursued by faculty seeking a transfer request by the specified deadline or the screening committee decides not to recommend a transfer candidate for the entitlement, the Associate Dean of the Mountain House Center will identify the particular discipline to be filled and notify the Vice President of Human Resources and Risk Management. The Human Resources Office will begin formal recruitment for a new faculty member using the standard policies and procedures of the college.

The District and the Association agree that any approved transfer of a full time faculty member to the Mountain House Center will result in the hiring of a replacement faculty member for the Stockton

campus. As a result, the transfer process for Mountain House shall result in no net loss of full time faculty entitlements at the Stockton campus.

The District agrees to establish a dedicated full time librarian position at the Mountain House center when the facility is open for operation. The District will use the same transfer screening process described in above in Article 15.4.2, 15.4.3, and 15.4.4 for filling any librarian entitlement at the Mountain House Center.

The parties agree that transfer faculty who move into entitlements at the Mountain House Center will have the option of returning to the Stockton campus if a new entitlement is approved in a discipline for which they meet minimum qualifications. Exercise of the transfer return right will only occur when a vacant entitlement exists for which the candidate meets minimum qualifications. If such a return occurs, the District will seek a candidate for the vacated entitlement at the Mountain House Center.

The District and the Association agree to meet and confer to design a similar transfer agreement and screening process for future openings of new centers in Lodi, Manteca, Galt, the Foothills, and any other facility designated as an educational center by the District and the California Community College Chancellor's Office. The parties also agree to use the transfer process as a mechanism for staffing future entitlements at the Mountain House Center, allowing full time faculty to apply for transfer to the center before opening up recruitment for new faculty.

APPENDIX L

COUNSELOR/LIBRARIAN WORK LOAD HOURS

Instruction Units Taught	Counseling/Librarian Contact Load Hours
0	25 hours
0.5	24 hours 0 minutes
1	23 hours 0 minutes
1.5	22 hours 30 minutes
2	21 hours 30 minutes
2.5	20 hours 30 minutes
3	20 hours 0 minutes
3.5	19 hours 0 minutes
4	18 hours 0 minutes
4.5	17 hours 30 minutes
5	16 hours 30 minutes
5.5	15 hours 30 minutes
6	15 hours 0 minutes
6.5	14 hours 0 minutes
7	13 hours 0 minutes
7.5	12 hours 30 minutes
8	11 hours 30 minutes
8.5	10 hours 30 minutes
9	10 hours 0 minutes
9.5	9 hours 0 minutes
10	8 hours 0 minutes
10.5	7 hours 30 minutes
11	6 hours 30 minutes
11.5	5 hours 30 minutes
12	5 hours 0 minutes
12.5	4 hours 0 minutes
13	3 hours 0 minutes
13.5	2 hours 30 minutes
14	1 hour 30 minutes
14.5	0 hours 30 minutes
15	0 hours 0 minutes

This addresses the work load/hours Counselors/Librarians should be working (pursuant to contract) when teaching course(s) for load. The following was utilized in developing this spread sheet:

- Counseling/Librarians are responsible for 15 units of Counselor or Librarian related activities (as specified in the contract)
- The unit/hour ratio is 1/.6 so one unit is equal to 1.666 hours (therefore Counselors and Librarians are responsible for 25 hours of Counselor or Librarian related activities per week. In addition, they will hold five (5) hours of Desk-time (Counselors) or Office-hours (Librarians).
- The amount of hours/units required will be adjusted downward, pursuant to the above chart commensurate with any units taught for load.

APPENDIX M

RETIREE GROUP I – HEALTH AND WELFARE COVERAGE

Group I as defined in Section 10.8.2: Group I includes Faculty employees who were employed prior to October 20, 1987 and have twenty (20) years of continuous district service immediately preceding their retirement under State Teachers' Retirement System or State Employees' Retirement System.

MEDICAL	Anthem Blue Cross	Kaiser Permanente
Deductible	$100.00 Ind $300.00 Fam	$0.00
Out of Pocket Maximum	$300	$1500.00 Ind $3000.00 Fam
Co-Insurance	90/10	not applicable
Office Visit Co-Pay	$10.00	$0.00
Prescription 30-Day	$5.00 Generic $8.00 Brand	$5.00
Prescription 90-Day	$10.00 Generic $18.00 Brand	$5.00

DENTAL	Delta Dental of CA
Incentive	70-80-90-100%
Annual Maximum	$1,000.00
Prosthodontics	70-80-90-100%

VISION	Vision Service Plan
Lenses	Once every 12 months*
Frames	Once every 24 months**
Co-Pay	$100

**Single vision, lined bifocal and trifocal*

***$150.00 frame allowance*

LIFE	
< 60 Years of Age	$8,000.00
60 - 64 Years of Age	$6,000.00
65 - 69 Years of Age	$3,000.00
70 - 74 Years of Age	$2,000.00
75 or Older Years of Age	$1,000.00

APPENDIX N

APPLICATION FOR SALARY SCHEDULE ADVANCEMENT

I. Name: _____ Division/Discipline: _____

Type of credit requested: (Please check one area)

_____ Upper Division Units from an accredited institution (attached official transcripts and skip to step III.)

_____ Lower Division Units

Number of units requested: _____

A. Describe in detail on an attached sheet the course of study to be undertaken.

B. Timeframe of proposed course of study_____

C. Describe in detail on an attached sheet the relevance to present or future assignment.

D. Describe in detail on an attached sheet the contribution to your professional growth.

II. TO BE COMPLETED BY IMMEDIATE SUPERVISOR:

Comments: _____

_____ _____

Signature of Immediate Supervisor Date

III. TO BE COMPLETED BY THE VICE PRESIDENT OF INSTRUCTION:

A. I approve the activity described above for _____ units of credit for salary schedule advancement. Final credit will not be granted until appropriate verification of completion of the activity/project has been submitted.

_____ _____

Signature of VP of Instruction Date

B. I disapprove the activity described above for unit credit for salary schedule advancement.

Reason: _____

_____ _____

Signature of VP of Instruction Date

IV. FINAL APPROVAL: I have received appropriate verification of completion of the above described project/activity and/or transcripts for verification of upper division units and hereby grant _____ units for salary advancement.

_____ _____

Signature of VP of Instruction Date

V. Forwarded recommendation to Human Resources for salary advancement on _____

Date