SPECIAL BOARD MEETING  
BOARD RETREAT  

Saturday, March 26, 2011  
8:30 a.m. to 1:00 p.m.  

Administrative Center 108  
Kentfield Campus  

The Board shall act on posted items and shall not deliberate items that are not on the posted agenda.  

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Bob Baletreri at 485-9414. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.  

If you wish to speak, complete card available at entrance, give card to recording secretary, get recognition from the Chair. Public comment presentations will be limited to no more than 3 minutes each.  

Government Code §54957.5 states that public records which relate to any item on the open session agenda for a regular Board meeting should be made available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the Office of the Superintendent/President at 835 College Avenue, Administrative Center 123, Kentfield for the purpose of making those public records available for inspection.  

AGENDA  

8:30 a.m.  CALL TO ORDER, ROLL CALL AND ADOPTION OF AGENDA  

COMMENTS FROM THE PUBLIC  

NEW BUSINESS  

- Ratification of Collective Bargaining Agreement with United Professors of Marin  
- Approval of Academic Personnel Recommendations  
- Review Board Self-Evaluation Data  

ADJOURNMENT  

MCCD Board of Trustees Retreat Agenda  
March 26, 2011
College of Marin
Special Board Meeting
Board of Trustees Retreat Agenda
March 26, 2011 (8:30 a.m. to 1:00 p.m.)
AC108 Conference Room
Kentfield Campus

I. Call to Order, Roll Call and Adoption of Agenda (8:30 to 8:35 a.m.)

II. Comments from the Public (8:35 to 8:45 a.m.)

III. Ratification of Collective Bargaining Agreement with United Professors of Marin (UPM)/AFT Local 1610 (8:45 to 9:00 a.m.)

IV. Approve Academic Personnel Recommendations
A. Phased-In Early Retirement of Academic Personnel

V. Retreat Format Review – Board President Conti (9:00 to 9:15 a.m.)

VI. Board Self-Evaluation (9:15 to 10:30 a.m.)

Break – 10:30 to 10:45 a.m.

VII. Board Self-Evaluation - continued (10:45 a.m. to 12:45 p.m.)

Working Lunch – 12:00 to 12:30 p.m.

VIII. Wrap-Up and Adjournment- Board President Conti (12:45 p.m.)
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: March 26, 2011</th>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. III</td>
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<tr>
<td>Subject:</td>
<td>Ratification of Collective Bargaining Agreement with United Professors of Marin (UPM)/AFT Local 1610</td>
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<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
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APPROVAL

Tentative Agreement

BACKGROUND:

The Collective Bargaining Agreement (CBA) with the United Professors of Marin (UPM) expired June 30, 2007. A new 3 year contract has been negotiated and was ratified in March 22, 2011 by the UPM membership.

CBA -- July 1, 2007 to June 30, 2010: No changes

CBA – July 1, 2010 to June 30, 2013:
General Compensation and Benefit Increase

2010/2011
Effective July 1, 2010, the credit unit salary schedule shall be modified to include one additional step (#21). All salary schedules shall be increased by 1%. Adjusted salary placement shall begin in the calendar month following ratification of the agreement, with no retroactivity.

2011/2012
Effective July 1, 2011, salary schedules shall be increased by .5%.

2012/2013
Subject to reopeners.

The District’s maximum contributions for full-time faculty medical coverage for 2010/2011 and 2011/2012 shall be the Kaiser Family rate at the dollar amount set by the carrier at the new $20 co-pay plan, part-time faculty shall be Kaiser Employee +1. The new plan shall be implemented within 60 calendar days from ratification, with no retroactivity. 2012/2013 benefit contributions contingent upon contract reopeners.

The District will pay the full cost for dental, and vision insurance programs for the 2010/2011, 2011/2012, and 2012/2013 rates set by the carrier.

BUDGET IMPLICATIONS

The approximate cost for the additional step and 1% salary increase for fiscal year 2010/2011 is $129,000, which includes $67,000 for salaries and salary-related benefit and approximately $62,000 for health and welfare benefits.

The approximate cost for fiscal year 2011/2012 is $672,000, which includes $362,000 for salaries and salary-related benefits, $310,000 for health and welfare benefits.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees ratify the contract agreement with UPM.

Administrator Initiating Item: Linda Beam, Executive Dean, Human Resources and Labor Relations
The additions, amendments and deletions contained herein constitute the March 10, 2011 Proposed Tentative Agreement between the United Professors of Marin and the Marin Community College District. Except for the additions, amendments and deletions contained herein the terms and conditions of the 2004-2007 CBA remain in force and become the 2010-2013 CBA. While the parties cannot guarantee ratification, both CB Teams (UPM & the District) are fully committed to securing ratification of the TA from their constituents.

**YELLOW and RED = TENTATIVE AGREEMENTS**

**ARTICLE 1: RECOGNITION**

ADD: THE MARIN COMMUNITY COLLEGE DISTRICT RECOGNIZES THE UNITED PROFESSORS OF MARIN, UPM/AFT LOCAL 1610, AS THE EXCLUSIVE COLLECTIVE BARGAINING AGENT FOR ALL UNIT MEMBERS DESCRIBED HEREIN.

1.1 Amend:
For the purposes of this Agreement, the Unit shall include:
all permanent/probationary faculty, **credit and non-credit**;
all faculty employed in FTES generating instruction;
all faculty employed in fee based instruction, non-FTES and not for credit
copyright education whose period of employment is twelve (12) or more days
in a contract year (a contract year runs from July 1 to June 30) provided for in
Article 1.1.1;
all temporary credit faculty; and,
the following Children's Center positions: Children's Center Site Supervisor,
**Children's Center Assistant Site Supervisor**, Children's Center Lead
**Master** Teacher, Children's Center Teacher (employee holding a "Teacher"
and/or "Associate Teacher" permit); and/or all faculty paid on the credit,
noncredit or children's center salary schedules (see appendix?)

1.2 Amend: Any UPM unit member who is assigned and accepts either managerial or supervisory duties over UPM unit members (i.e., hiring, firing, evaluating, promoting, demoting, grievance administration, disciplining, transferring and/or assigning UPM unit members) shall immediately be removed from the UPM unit and therefore shall have their salary and fringe benefits placed on the non-instructional side of the CCFS 311 report form and all reports regarding expenditure accounting regarding the "50% Law." **Children Center Site Supervisor** and **Children's Center Assistant Site Supervisor** do not supervise unit members as defined herein and therefore, are unit members covered by the terms and conditions of this agreement.
1.3.1 Amend:
In addition, the following positions may be compensated by reassigned time, overload, or stipend as designated: for the 2005/06 work year:

Assistant Director of Nursing 5.0 TU (Teaching Units) per semester
Coordinators of Fine & Visual Art Programs:
   Ceramics & Sculpture .......... 1.0 TU (Teaching Unit) per semester
   Jewelry .......................... 1.0 TU (Teaching Unit) per semester
   Photography ........................ 1.0 TU (Teaching Unit) per semester
Coordinator of Business Skills KTD .... 1.0 TU (Teaching Unit) per semester
Coordinator of Business Skills IVC .... 1.0 TU (Teaching Unit) per semester
Coordinator of Computer Science (KTD) 1.0 TU (Teaching Unit) per semester
Coordinator of Court Reporting .... 3.0 TU (Teaching Units) per semester
Coordinator of Dental Assist. Program .... 2.0 TU (Teaching Units) per semester
Coordinator of Early Childhood Ed .... 1.0 TU (Teaching Unit) per semester
Coordinator of Emergency Medical Technician .... 1.0 TU (Teaching Unit) per semester
Coordinator of English Skills ...... 2.0 TU (Teaching Units) per semester
Coordinator of ESL Non-Credit .... 3.0 TU (Teaching Units) per semester
Coordinator of Film Program .... 1.0 TU (Teaching Unit) per semester
Coordinator of Math Lab KTD ........ 2.0 TU (Teaching Units) per semester
Coordinator of Math Lab IVC ........ 2.0 TU (Teaching Units) per semester
Coordinator of Math Sci. Lrng Ctr. KTD .. 1.0 TU (Teaching Unit) per semester
Coordinator of Medical Assisting Prog .... 2.0 TU (Teaching Units) per semester
Coordinator of Multimedia Studies Prog .... 1.0 TU (Teaching Unit) per semester
Coordinators of Performances:
   Dance .......................... 2.0 TU (Teaching Units) per semester
   Drama .......................... 2.0 TU (Teaching Units) per semester
   Music .......................... 2.0 TU (Teaching Units) per semester
Coordinator of Physical Education .... 2.0 TU (Teaching Units) per semester
Coordinator of Student Newspaper .... 1.0 TU (Teaching Unit) per semester
Coordinator of Work Experience .... 2.0 TU (Teaching Units) per semester

1.3.3 Amend: Any proposed new coordinator positions not listed in 1.3.1, above, shall be referred to the UDWC. A coordinator and the immediate administrative supervisor shall recommend to the District a list of expected position responsibilities for each coordinator assignment. In the case where the coordinator fails to develop such a list, the immediate administrative supervisor shall do so. This list shall be the basis for coordinator evaluation assigned duties.

Coordinators shall be compensated by reassigned time, overload or stipends as determined by the unit member and as defined in Article 8 of this agreement.

The UPM shall be advised of the selection of all coordinators and the specific nature of the duties to be performed (as defined by management) and the intended duration of the assignment at least 10 days prior to commencement of assigned work.
Delete: 1.3.4 A committee shall be formed of two (2) District and two (2) UPM representatives to study the amount of reassigned time, overload or stipends provided to unit members as compensation for department chair work. The committee shall meet within 30 days of the ratification of this agreement and shall present a report to the District and to UPM within the following 60 day period. This study shall also focus on the responsibilities of the Department chairs. If the committee cannot agree on recommendations in a final report, either party may submit their recommendations in writing in a separate report. The report(s) and recommendations of the committee shall become the basis for a re-opener in subsequent negotiations to begin in the following contract year.

1.5.1 Amend:
Any unit member on a temporary contract placed on the credit salary schedule (step and column) shall be paid at 90% (2005/06; paid retroactively from July 1, 2005), and 95% (effective July 1, 2006) of the designated salary, pro-rated in accordance with their unit assignment. For overload placement, Permanent Unit Members shall not exceed step 20.

ARTICLE 3: WAGES

3.0 Amend:
(a) Effective July 1, 2010, the MCCCD credit salary schedule shall be amended as follows:
The District shall add one step (number 21) across all the columns of the credit salary schedule currently in effect and the new step on each column shall have the dollar value increased by 1.0% over the previous step. Unit members placed on step 20 of the credit salary schedule as of June 30, 2010 shall move to step 21 as of July 1, 2010.

In addition, on July 1, 2010, the District shall increase the steps (21) on all columns (5) of the Credit salary Schedule, and all steps (4) on all columns (2) the Non-credit and Community Service Hourly Schedule, the Children’s Center Salary Schedule and the Hourly Stipend Rate for for the 2010-2011 contract year by 1.0%. Payments shall begin in the calendar month following ratification of the agreement (no retroactivity).

On July 1, 2011 the District shall increase the 21 steps on all 5 columns of the Credit salary Schedule and all the steps and columns of the Non-credit and Community Service Hourly Schedules, the Children’s Center Salary Schedule and the Hourly Stipend Rate for the 2011-2012 contract year by 0.5%.

Wages for the 2012-2013 contract year shall be determined by negotiations as provided for in reopeners (see Article 23, Term).
(d). Step movement of unit members on the salary schedule(s) shall continue as provided in 3.9.6. of the CBA.

(g) The Stipend Rate of $62.66The stipend rate of $52.88 per hour shall hereafter be increased on a yearly basis by the same percentage as Column 3, Step 10 on the credit salary schedule effective July 1, 2010, 2011 & 2012, 2004, 2005, and 2006.

3.3 Amend: Compensation Formula: Temporary Unit Members in Non-credit Semester Program on Campus

Salary shall be determined according to the following formulas:

Lecture: First determine credit salary step and column. Then hours per semester divided by 425 rounded to 2.4 decimal places x 15 units = units. Then Annual Salary x number of units divided by 30 units x 80% = Semester Payment divided by 5 = Monthly Salary.

Lab: First determine credit salary step and column. Then hours per semester divided by 525 rounded to 2.4 decimal places x 15 units = units. Then Annual Salary x number of units divided by 30 units x 80% = Semester Payment divided by 5 = Monthly Salary.

DELETE 3.5 Initial and Highest Salary Placement: Temporary Unit Members Working in the Credit Program

All ETCUMS employed by the District prior to and including July 1, 2001 (when highest salary placement was step 3) shall be reevaluated for advanced placement based on prior work experience up to step seven. All units earned at MGCD accrued, beginning July 1, 2001, will be applied towards advancement on the salary schedule up to step 14. Reevaluation shall be completed by December 15, 2005. There shall be no retroactive compensation for any salary adjustments.

3.9.6.3 Amend:
Temporary Credit Unit Members
Vertical movement to a higher step shall be at a rate of one step for every 30 teaching units (or equivalent, i.e. for counselors, librarians, school nurse, and other non-instructional unit members.) The teaching units earned in the District shall be credited for movement not to exceed Step 15 and will be counted at the end of each semester or intersession. Teaching units earned at other institutions shall be credited for movement not to exceed step 7 and will be counted if satisfactorily documented, but no combination of inside-or-outside-the District teaching units beyond 30 in one year will be counted for purposes of step movement. Advancement from Step 7 to Step 15 shall be based solely on teaching experience (related work experience will not be credited). No credit will be given for teaching units obtained outside the District for Step 8 or beyond.
Temporary counselors, librarians, and other temporary non-administrative certificated employees shall receive step advances, with the same limitations as temporary credit teaching faculty based on pro-rated full-time professional experience (i.e. percentage of unit equivalents) Step movement for temporary credit employees who become eligible will be effected at the end of the completed semester or intersession. No unit member may receive more than one (1) step (30 units) on the Credit Salary Schedule in any single contract year (e.g. July 1 to June 30).

Delete: 3.9.9 Challenge to Placement by Permanent/Probationary Unit Members

A permanent/probationary unit member whose employment in the district began after July 19, 1993 may, within 90 days of the effective date of this agreement, request a reevaluation of his/her placement on the credit salary schedule by submitting documentation for consideration by Human Resources. Applicants who request step placement credit for previous education and comparable work experience and are denied by the district, may appeal via the grievance provisions in Article 12 of the CBA.

3.9.10 Vocational-Related Disciplines

"Vocational-Related Disciplines" **include** are as follows:

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<tr>
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<th>Dental Assisting: Registered</th>
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<tbody>
<tr>
<td>Design: Applied</td>
<td>Design: Interior</td>
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<tr>
<td>Auto Body &amp; Fender</td>
<td>Early Childhood Education</td>
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<td>Automotive Collision Repair Technology</td>
<td>Pre-School Education</td>
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<td>Electronics Technology</td>
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<td>Engineering Technology</td>
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<td>Machine &amp; Metals Technology</td>
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<td>Marine Envir. Technology</td>
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<td>Court Reporting</td>
<td>Nursing: Registered</td>
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<td>GIS Computer Information Systems</td>
<td>Welding Technology</td>
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Amend:

3.10 Office Hour
(c) Each instructor shall post outside his/her office, the office times when he/she will be present to meet with students, list the office hour in the course materials and online and provide written verification of the scheduled office hour/s to his/her respective Dean/Director and to the Office of Student Learning.

3.16 Amend:

Compensation: Reassigned Time, Overload and Stipend
Compensation for reassigned time, overload or stipends shall be as follows (See Appendices A-1 and A-3 of the Credit Salary Schedule)

(a) Reassigned Time: 100% pro rata

(b) Overload: Unit members shall be provided overload compensation in accordance with Article 1.5.1 and the other provisions of Article 3.0 of the CBA. Permanent unit members shall not exceed step 20 for overload placement.

(c) Stipend: The stipend rate of $62.66 per hour shall hereafter be increased on a yearly basis by the same percentage as Column 3, Step 10 on the credit salary schedule effective July 1, 2010, 2011 & 2012 2004, 2005, and 2006.

3.17 Payment for Overload Unit(s)
All units above 15 for the semester or above 30 for the year will be compensated and paid at the overload rate of pay. The practice of delaying temporary overload payments for full-time unit members until first census in the Fall semester is discontinued effective Fall semester, 1999.

(b) Department Chairs, UPM and Academic Senate representatives assigned duties during June and July shall be paid in six (6) equal payments beginning in July and/or January provided their term of office has not expired.

ARTICLE 4: FRINGE BENEFITS

4.1 Amend:

Permanent/Probationary Unit Members
The District shall pay the full cost of medical, dental, vision and disability insurance programs at the dollar amount set by the carrier for 2010/2011 and 2011/2012. The District's maximum contribution for medical insurance coverage shall be the Kaiser Family Rate at the dollar amount set by the carrier for that year. The co-pay for all Kaiser plans and all HealthNet plans shall be modified to $20; otherwise, the Kaiser medical plan/coverage shall remain unchanged and shall be implemented within 60 calendar days following the ratification of the Tentative Agreement. The 2011-2012 district benefit contributions shall continue during 2012-2013 subject to change resulting from a negotiated agreement in reopeners. Should the rate for any District medical insurance program exceed the Kaiser Family Rate, the unit member will have deducted from his/her paycheck the difference between the Kaiser Family Rate and the rate for the medical insurance program in which the unit member is enrolled (except as provided for in 4.1.2).

4.2 Amend:

**Health Coverage: Temporary Credit and Non-Credit Unit Members**

(a) The District shall provide a maximum contribution of either subscriber or subscriber plus one Kaiser medical insurance coverage for qualified Temporary Credit Unit Members at the dollar amount set by the carrier for 2010/2011 and 2011/2012. The co-pay for all Kaiser and HealthNet plans shall be $20 and shall be implemented within 60 calendar days following the ratification of the Tentative Agreement. The 2011-2012 district benefit contributions shall continue during 2012-2013 subject to change resulting from a negotiated agreement in reopeners. Qualified Temporary Credit Unit Members are currently employed as part-time temporary credit unit members paid on the Credit Salary Schedule who teach twelve 12 credit units or more in an academic year and who teach at least six (6) credit units in the Fall semester. The six (6) credit units trigger in the Fall semester may include a "condensed" course that begins later in the semester. If any course, including the "condensed" course, is cancelled based on enrollment and this results in the unit member carrying less than six (6) credit units, the unit member's District provided coverage will be discontinued and the unit member will repay the District for the coverage already provided by the District. Unit members who retire subsequent to July1, 1995 and who are eligible for benefits under Section 4.11 shall not be eligible for this benefit.

Part-time Unit members who choose Kaiser Family Coverage or Health Net coverage which exceeds the dollar costs for subscriber or subscriber + one Kaiser Coverage for which they qualify shall pay any additional / differential cost for said coverage “out of pocket.”

(d) **Dental Coverage.** Unit members who qualify for health care coverage in 4.2 above shall qualify for a reimbursement of up to $100.00/$200 per visit, maximum of two visits,
or $200.00 $400 per fiscal year for a single subscriber, or $400.00 $800 per fiscal year for a subscriber plus one, based on submission to the District of an itemized invoice from a dentist outlining the services provided, submitted within 30 calendar days of the end of the fiscal year. The District shall reimburse the unit member within 30 days of receipt of a verified itemized invoice. The maximum total dental reimbursement shall not exceed the prior year expenditures by more than $15,000 per fiscal year ($5,000 funded from District General Fund and $10,000 funded from category V, IR&D Grant). Should actual claims be less than $15,000, the unexpended amount shall, in the subsequent contract year, be added to the funds allocated to Category V Grants provided in Article 8 of the CBA.

4.9 CRA Trust

The District shall be responsible for the total CRA contribution during the term of this agreement, not to exceed a total amount of $54.00 per unit member. The trust was established by the United Professors of Marin and shall be administered solely by the UPM. It is recognized that the District shall have no trustees on the Trust and shall not be involved in administering the Trust. The Trustees will be solely liable for the Trust's administration and debts, as provided for by the law and the trust document. The District is neither a fiduciary of the trust nor a participant or a beneficiary of the trust. The District's obligation is to provide necessary employment or retirement data to the Trust, and to make the contributions called for herein and in the Trust document.

5.2.12 Amend: The fraction of a sick leave day utilized by UPM unit members shall be calculated and charged against sick leave balances according to the following formula:

\[
\frac{\text{hours absent}}{\text{assigned hours on day absent}} \times \frac{1}{4}
\]

The sick leave days shall be converted to hours for recordkeeping purposes (for example, 10 days x 7.5 hours per day = 75 hours). Sick leave will be charged against accumulated sick leave based on a 37.5 hour workweek (per Article 8.1 of CBA) and a 175 day work year. Unit members shall report absence from assigned and/or unassigned duties. Should a Unit Member be absent for part but not all of a day, he/she shall report the length of time (rounded to the nearest half hour) and the duties performed to prevent the deductions of sick leave hours for which service to the district was provided.

Sick leave hours shall not be deducted from any Unit Members accumulated sick leave account if he/she has submitted an absence report identifying the duties performed during unassigned hours on partial sick leave days.

Part-time unit members shall have their sick leave and usage prorated based on their percentage of full-time equivalent assignment.
Unit members under doctor's care and not released for duty, shall utilize sick leave in accordance with the established workweek/workyear.

5.2.13 Amend: Unit members may voluntarily donate to other unit members up to five (5) days of their accumulated sick leave days per year, not to exceed a total of fifteen (15) days donated to any one individual unit member in a five (5) period of their accumulated sick leave days for purposes of a catastrophic illness/injury. In no instance shall unit members sell and/or exchange their sick leave for monetary or other considerations. If a unit member wishes to donate sick leave days as stipulated above, he/she must contact the Personnel Department to verify the number of accrued sick leave days they have available and must put in writing to the Personnel Department the request to transfer days as stipulated above (Forms F 5.2.13 (a) & (b)).

(a) The leave shall be processed and eligibility determined in accordance with education code 87405,

(b) Eligible unit members may receive up to 25 days of donation in a three year period. Should more time be needed a second request may be made to initiate a second donation request for up to another 25 days of donated leave within the same 3 year period.

(c) Verification of the existence of a catastrophic illness/injury shall be provided in accordance with section 5.18.9 of the CBA.

Amend:

5.6 Sabbatical Leave

5.6.1 Purpose. Sabbatical leave of absence shall be granted to eligible (as defined in Article 5.6.3) permanent credit unit members of the regular staff for professional improvement to be attained by study or research, which will benefit the faculty, college and students as contained in Criteria 1 in form F5.6.7 (b). A sabbatical leave will fulfill one (1) or a combination of the following purposes:

5.6.3 Eligibility. To be eligible for sabbatical leave a unit member must have six (6) years of permanent, full-time service as a member of the faculty or six (6) years of permanent, full time service since the unit member's last sabbatical leave. In the event of a split sabbatical leave, as provided for in Article 5.6.4, the six year period shall be calculated from the commencement of the first semester of the unit member's last sabbatical leave. Recipients of sabbatical leaves must agree to remain in the employ of the District for two (2) years after return to service, unless otherwise provided for in the CBA. No absence from service under a leave of absence other than sabbatical leave shall be deemed to be a break in the continuity of service required by the Education Code for the purpose of qualifying for a sabbatical leave; however, such absence shall not be included as service in computing the six (6) years required for sabbatical leave. Reduced loads below sixty (60) percent in a semester shall, for the purpose of eligibility,
be computed on a prorated basis. After employment by the District, service under a nationally recognized fellowship or foundation approved by the Board of Governors for a period of not more than one (1) year for research or teaching shall not be considered a break in continuity of service and shall be included in computing the six (6) consecutive years required for sabbatical leave. No service performed prior to the granting and execution of a sabbatical leave of any duration may be used in determining eligibility for a subsequent application for sabbatical leave. A sabbatical leave shall not count as a break in continuity of service to the District. The last possible time for an applicant to take sabbatical leave shall be such that upon his/her return, there will be two (2) full years remaining to serve the District prior to the end of his/her legal tenure unless otherwise provided for in the CBA.

5.6.8.1 A Sabbatical Leave Committee shall be composed of four (4) three (3) unit members selected by UPM and one (1) manager three (3) educational administrators selected by the Superintendent/President from the following six (6) currently titled positions: Dean of Student Service; Dean of Arts & Humanities; Dean of Work Force Development; Dean of Math & Sciences; Director of Health Services and Director of Learning Resources. Each member shall have one (1) vote. A majority vote (3 4 votes) will be required to pass sabbatical leave requests. A quorum shall consist of three (3) four (4) committee members.

5.6.8.4 The final approval for each individual sabbatical, with said approval based upon the criteria listed in this Article, shall rest with the Board. The Sabbatical Leave Committee shall forward all available documentation to the Board of Trustees, including a listing of all applications and the completed forms (see F 5.6.7 a & b) used in ranking proposals.

5.17.1 Amend:

Definition: A permanent/probationary credit unit member may request the District to retain in a separate account, specifically designated for this purpose, salary compensation for overload/intersession/summer session work for the purpose of deferred remuneration, to be used to fund otherwise unpaid (unpaid leaves), or partially funded leaves, sabbatical leaves or reduced loads. Banked units accrued after the effective date of this contract shall not exceed 15 teaching units.

Add:

6.5.2 In the event that part of the load of a permanent/probationary unit member must be cancelled because of small class size, the District may assign other instructionally related or student services activities for which the unit member is qualified so that the unit member has a full load.

6.7 Relocation of Unit Members

Notwithstanding the negotiability position of either party on the subject of office reassignments, it is agreed that these guidelines will be followed by the District for office assignments except for reassignment into transitional space during the district's
Measure C funded modernization process. Included in such minimum requirements for office allocation will be the following:

(a) Each permanent/probationary unit member will be assigned to an office which will be heated, ventilated, safe and secure. No member may be assigned to more than one office or relocate without written management authorization.

(h) The District shall provide space to maintain faculty-student confidentiality.

6.8.1 Definitions.

A. Eligible Temporary Credit Unit Member (hereafter referred to as ETCUM): Any temporary qualified unit member who has provided service (completed assignment), in a discipline in the District credit program (excluding emergency hires, substitution and intersessions) and who was paid on the Credit Salary Schedule (excluding faculty who retired in the 1991/1992, 1992/1993, 1995/1996 or 1998 through 2000 academic years), whose eligibility is referenced in Article 6.8.2 below.

For those unit members who provided paid service (excluding substitution and intersessions) beginning with the 1991/1992 academic year through the Spring semester, 1993, ETCUM status was achieved if they provided at least one semester of paid service any time between the Fall semester, 1991 through Spring semester, 1993 time period and if they received a satisfactory evaluation as provided in 7.2.1.3. However, ETCUMs shall not be denied their employment rights provided herein as a result of not being evaluated. Any ETCUM not evaluated in the initial academic year of employment shall be evaluated in the subsequent academic year in which they are employed. All evaluations shall require a written management recommendation for re-employment, as provided in 7.2.1.3. Any unsatisfactory evaluation shall result in ineligibility.

In resolution of an outstanding dispute concerning the status of emergency hires prior to Fall 1993, the parties agree that said emergency hires shall be placed on the ETCUM list for Fall, 1994 in Spring, 1994 by Human Resources. This agreement resolves the dispute and is not subject to grievance under the provisions of the CBA.

2. As of Fall semester, 1993, any temporary qualified pool candidate who is given a contract to provide service (excluding emergency hires, substitution and intersessions) in the District credit program in the discipline offering the assignment and who was paid on the Credit Salary Schedule, must provide said service for two four complete semesters/assignments within a two three year period before achieving ETCUM status as defined in 6.8.1.A. During the first semester of assignment, the unit member shall be evaluated as provided in Article 7.6-7.6.3 of the CBA. Eligibility for ETCUM status requires a satisfactory written evaluation including a management recommendation for
re-employment. Any member of the evaluation team may request that the unit member be evaluated in the second semester of service during the three year period. If the unit member provides two semesters of service and receives a satisfactory final written evaluation including a management recommendation for re-employment, he/she shall achieve ETCUM status. Any unsatisfactory evaluation shall result in ineligibility. This provision shall be applicable to those initially employed on or after July 1, 2010.

B. Temporary Credit Units: Those credit units which are scheduled in the District credit program but not assigned to permanent unit members.

E. Temporary Qualified Pool Candidate: Anyone who has been processed through the screening committee (as defined in District Procedure 5.006.1 DP.1) for the applicable discipline and who has been given a ranking from that committee.

F. Emergency Hire: Anyone, who in the absence of available ETCUMs, has been given a temporary credit assignment in a discipline on an emergency basis (as provided for in District Procedure 5.006.1 DP.1) and who has not been processed through the screening committee for the applicable discipline. The District shall notify the UDWC of any temporary credit emergency hire in a discipline that exceeds two semesters and the reasons therefore. The Union may grieve the reasons set forth pursuant to Article 42 of the CBA.

6.8.3 Amend: Assignment of Eligible Temporary Credit Unit Members.

A. In any discipline for which an ETCUM has been deemed eligible (as defined in 6.8.1 A. 1. & 2.) the ETCUMs shall in ranked order (as defined in Article 6.8.2) be assigned all the available temporary credit units in a discipline to a minimum of 40%. No ETCUM shall be assigned more than a total of 67% of a full-time equivalent workload for the academic year. Selection of assignments shall be at the discretion of the District. In the case of units identified by the UDWC (as provided for in 8.20 of the CBA) as follows: "units requiring limited special skills unlikely to be possessed by persons of more general qualifications," the District shall not be required to offer said units to ETCUMs who have not provided prior paid service in the specialty units as designated by the UDWC. The UDWC shall establish the Base Unit Allocation (i.e., the average number of units in a discipline assigned to and completed by temporary credit instructors from July 1, 1991 to June 30, 1993). Any units assigned to a discipline for temporary credit instruction beyond the Base Unit Allocation, may be assigned to ETCUMs or eligible temporary pool candidates (as defined in 6.8.1 E.) qualified in that discipline, who are members of historically underrepresented groups (as defined in 6.8.2 A.).

6.9 Assignment of Temporary Noncredit Units

6.9.1 Definitions.
A. Eligible Temporary Noncredit Non-Credit Unit Member (hereafter referred to as an ETNUM): Any temporary qualified unit member who has provided service by completing an assignment in a specific course(s) in a quarter, in the District non-credit program (excluding substitution) and who was paid on the Non-Credit Instructor Hourly Salary Schedule. Said paid service must have occurred during the two academic years (excluding substitution) immediately preceding the assignment, beginning with the academic year 1991-92 and must include a satisfactory evaluation as provided in 7.3.7 excluding faculty who retired in the 1991-1992 academic year with ETNUM status, as provided for in Article 6.10 of the CBA. However, ETNUMs shall not be denied their employment rights provided herein as a result of not being evaluated. Any ETNUM not evaluated in the initial academic year of employment shall be evaluated in the subsequent academic year in which they are employed. All evaluations shall require a written management recommendation for re-employment, as provided in 7.3.7. Any unsatisfactory evaluation shall result in ineligibility.
ARTICLE 7: EVALUATION

7.0 Purpose: The purpose of faculty evaluation is to provide feedback to each unit member for the improvement of his/her professional services.

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

7.0.1.1 All unit members are entitled to a clear, fair and equitable evaluation procedure.

7.0.1.2 Unannounced classrooms visits may occur as a management prerogative for supervisory oversight, but shall not be used as a part of the formal evaluation process.

7.1 Criteria for Evaluation [* denotes indices standards as defined by the indices in the to-be-added-to evaluation form]

<table>
<thead>
<tr>
<th>Indices</th>
<th>Indices</th>
<th>Indices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructional Faculty (Permanent/Probationary/Temporary)</td>
<td>Counselor (Permanent/Probationary/Temporary)</td>
<td>Librarian (Permanent/Probationary/Temporary)</td>
</tr>
</tbody>
</table>

7.1 Criteria for Evaluation [* denotes indices standards to be added to evaluation form]

<table>
<thead>
<tr>
<th>Indices</th>
<th>Indices</th>
<th>Indices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructional Faculty (Permanent/Probationary/Temporary)</td>
<td>Counselor (Permanent/Probationary/Temporary)</td>
<td>Librarian (Permanent/Probationary/Temporary)</td>
</tr>
</tbody>
</table>

7.2.4 Evaluation Team Members.

a) Evaluator: Manager, named by the supervising Vice President.

b) UPM Advisor: Named by UPM/AFT to advise evaluatee, if requested by Evaluatee.

c) Evaluatee: Unit member being evaluated.

d) Peer Evaluator: A qualified, permanent unit member in the same or a closely related discipline who has not been previously evaluated by the Evaluatee.

7.2.5 Evaluation Process: Probationary Unit Member – Chart A
The unit member shall be evaluated using the forms, processes and criteria contractually agreed upon, as outlined below:

<table>
<thead>
<tr>
<th>Process</th>
<th>Team Member</th>
<th>Responsibility</th>
<th>Time Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Student Evaluation</td>
<td>Manager/Designee OR UPM Advisor</td>
<td>Administers Student Evaluation Form (SEF) - Administered to maximum of two (2) classes containing a different population of enrolled students. The same student population may be used if the courses are not identical. - If administering: - Shall be trained by means of the self-instruction package; - Shall be present during the administration of SEF; - Shall collect all forms at the end of the session. - <strong>Typed verbatim student evaluation comments shall be provided to the Evaluatee in order to protect confidential identity of students.</strong></td>
<td>ASAP Fall Semester each probationary year</td>
</tr>
</tbody>
</table>

7.2.5 Evaluation Process: Probationary Unit Member – Chart A

The unit member shall be evaluated using the forms, processes and criteria contractually agreed upon, as outlined below:

<table>
<thead>
<tr>
<th>Process</th>
<th>Team Member</th>
<th>Responsibility</th>
<th>Time Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>D. Statement of Professional Objectives (Continued)</td>
<td>Manager UPM Advisor</td>
<td>Reviews Statement of Professional Objectives</td>
<td>After September 15 each probationary year</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>---------------------</td>
<td>---------------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reviews Initial Assessment of Outcomes</td>
<td>Between the first day of Spring semester and February 1 each probationary year</td>
</tr>
<tr>
<td>E. Final Written Summary</td>
<td>Manager</td>
<td>Evaluate UPM Advisor</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------------------------------------------------------------------</td>
<td>----------------------</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Writes a Final Summary Evaluation of the information provided through the contractually agreed upon evaluation criteria, processes and instruments (Performance Observation, Student Evaluations, Professional Self Evaluation and Statement of Professional Objectives)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Final Written Summary Evaluation includes:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Results from the evaluation processes;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Manager evaluation of indices standards outside the classroom or job site;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Suggestion for improvement, if any;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Recommendation concerning re-employment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Recommendations for Improvement, if made, shall:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Include in-service training to improve job performance;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Explicitly define the District's expectations and time lines for improvement</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Meets with the evaluatee to show him/her the evaluation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Submits all evaluation materials to Human Resources</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Review Final Written Summary Evaluation together</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>* Evaluatee may attach comments to Manager’s Report; UPM Advisor may attach separate Statement to Manager’s Report</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

No later than February 20 each probationary year

No later than February 20 each probationary year

By February 20 each probationary year

Prior to February 20 each probationary year
7.3 Evaluation Procedures: Permanent Unit Member

7.3.1 The purpose of the evaluation is to assess the performance of the faculty member. The evaluation shall also, where appropriate, provide positive suggestions for improvement. Where appropriate, the evaluation may be used to take the appropriate corrective action.

7.3.5 Evaluation Team Members.

a) Peer Evaluator: A qualified, permanent unit member, in the same or a closely related discipline who has not been previously evaluated by the Evaluatee.

b) UPM Advisor: Named by UPM/AFT to advise evaluatee, if requested by the Evaluatee.

c) Manager: Manager, named by the supervising Vice President.

7.3.5 Evaluation Process: Permanent Unit Member – Unit Members Evaluated through Performance Observation - Chart B 1

The unit member shall be evaluated using the forms, processes and criteria contractually agreed upon, as outlined below:

<table>
<thead>
<tr>
<th>Process</th>
<th>Team Member</th>
<th>Responsibility</th>
<th>Time Line</th>
</tr>
</thead>
</table>


<table>
<thead>
<tr>
<th>Manager</th>
<th>at least one classroom or other on-the-job visits (e.g. counselors, librarians, school nurse and/or other unit member) in consultation with the evaluatee.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluee</td>
<td>Chooses Peer Evaluator and notifies supervising Vice President/Dean</td>
</tr>
<tr>
<td>Peer Evaluator</td>
<td>If Peer Evaluator not chosen within 30 days, supervising Vice President/Dean appoints Peer Evaluator</td>
</tr>
<tr>
<td>UPM Advisor</td>
<td>Makes the following available to the Peer Evaluator:</td>
</tr>
<tr>
<td></td>
<td>- Syllabi</td>
</tr>
<tr>
<td></td>
<td>- Sample of evaluation tool for measuring student progress</td>
</tr>
<tr>
<td></td>
<td>Makes classroom or other on-the-job visits (e.g. counselors, librarians, school nurse and/or other unit member) at a time acceptable to the evaluatee</td>
</tr>
<tr>
<td></td>
<td>Completes applicable form(s)</td>
</tr>
<tr>
<td></td>
<td>Submits Evaluation Progress Report (Form F7.0 (j)) to supervising Vice President/Dean</td>
</tr>
<tr>
<td></td>
<td>• Appointed by UPM/AFT</td>
</tr>
<tr>
<td></td>
<td>• Advises evaluatee in all phases of the evaluation process</td>
</tr>
<tr>
<td>ASAP Fall Semester</td>
<td>Within 30 days of notice from the District</td>
</tr>
<tr>
<td></td>
<td>Prior to Observation</td>
</tr>
<tr>
<td></td>
<td>Beginning of Fall Semester, but no later than November 1</td>
</tr>
<tr>
<td></td>
<td>During visits</td>
</tr>
<tr>
<td></td>
<td>By December 1</td>
</tr>
<tr>
<td></td>
<td>On-going</td>
</tr>
</tbody>
</table>
1.1.5 Evaluation Process: Permanent Unit Member – Unit Members
Evaluated through Performance Observation - Chart B 1

The unit member shall be evaluated using the forms, processes and criteria contractually agreed upon, as outlined below:

<table>
<thead>
<tr>
<th>Process</th>
<th>Team Member</th>
<th>Responsibility</th>
<th>Time Line</th>
</tr>
</thead>
</table>
| C. Student Evaluation | Manager Peer Evaluator OR UPM Advisor | - Administers the Student Evaluation Form (SEF)
- Administered to a maximum of two (2) classes containing a different population of enrolled students. The same student population may be used if the courses are not identical
- If administering:
  - Shall be trained by means of the self-instruction package;
  - Shall be present during the administration of the SEF;
  - Shall collect all forms at the end of the session
  - Provides complete results to the evaluatee
  - Typed verbatim student evaluation comments shall be provided to the Evaluatee in order to protect confidential identity of students. | During the semester \*\*\* Prior to March 15 |

7.3.7 Recommendations for Individual Improvement.

(a) Evaluatees who receive an evaluation that includes specific recommendations for professional improvement **shall**, with consultation from their UPM advisor, complete an agreement a **performance improvement program** with the District in which they shall describe a **recommended** plan of action for accomplishing the required professional improvement in their performance.

(b) Should the evaluatee volunteer to participate in the recommended professional improvement program **All** economic costs of an **agreed-upon performance improvement** program (examples: reassigned time or overload compensation for additional hours beyond those contractually assigned in Art. VIII of the CBA, books, tuition, etc.) shall be paid by the District.
(c) Permanent unit members shall have 45 working days following receipt of their written evaluation to consult with their supervisor in order to propose a performance improvement plan. Permanent unit members may be represented by UPM in the negotiations required herein.

7.3.8 Causes for Further Action and Due Process:

Pursuant to the requirement in Article 7.0.1.1 that "All units members are entitled to a clear, fair and equitable evaluation procedure," permanent unit members shall not be subject to punishment, discipline or removal from their positions, for any observations and/or judgments made during their respective evaluations, without due process.

Permanent unit members shall only be subject to potential punishment, discipline or removal from their positions for observations and/or judgments made during their respective evaluations of:

(a) immoral or unprofessional conduct;

(b) dishonesty;

(c) unsatisfactory performance;

(d) evident unfitness for service;

(e) physical or mental condition that makes the unit member unfit to instruct or associate with students;

(f) persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the College;

(g) conviction of a felony or of any crime involving moral turpitude;

(h) discovery of violations of UPM-MCCD contract previsions.

7.4 Evaluation Procedures: Temporary Non-Credit Unit Member

7.4 - 7.4.3 Evaluation Procedures: Temporary Non-Credit Unit Member – Chart C
<table>
<thead>
<tr>
<th>Role</th>
<th>Task</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager</td>
<td>Schedules classroom or other on-the-job visits (e.g., counselors, librarians, school nurse and/or other unit member) in consultation with the evaluatee.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chooses Peer Evaluator and notifies supervising Vice President/Dean</td>
<td>By the 2nd Friday of the Quarter</td>
</tr>
<tr>
<td></td>
<td>Makes the following available to the Peer Evaluator:</td>
<td>Prior to Observation</td>
</tr>
<tr>
<td></td>
<td>- Syllabi</td>
<td>During Quarter, as arranged</td>
</tr>
<tr>
<td></td>
<td>- Sample of evaluation tool for measuring student progress</td>
<td>During visits</td>
</tr>
<tr>
<td></td>
<td>Makes classroom or other on-the-job visits at a time acceptable to the evaluatee</td>
<td>By the 4th Friday of the Quarter</td>
</tr>
<tr>
<td></td>
<td>Completes applicable form(s) – Form F7.0(a)</td>
<td>On-going</td>
</tr>
<tr>
<td></td>
<td>Submits Evaluation Progress Report (Form F7.0 (j)) to supervising Vice President/Dean</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Appointed by UPM/AFT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Advises evaluatee in all phases of the evaluation process</td>
<td></td>
</tr>
<tr>
<td>Evaluatee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peer Evaluator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>UPM Advisor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
C. Student Evaluation

Frequency: 1st year of employment AND subsequent evaluations (Fall, Winter or Spring Quarters)

Form F7.0(e)

- Administers the Student Evaluation Form (SEF)
  - 1st Year – Peer Evaluator administers to a maximum of two (2) classes containing a different population of enrolled students. The same student population may be used if the courses are not identical
  - Subsequent evaluations – Peer Evaluator OR UPM Advisor OR Third Party administer to at least one (1) course
  - **Typed verbatim student evaluation comments shall be provided to the Evaluee in order to protect confidential identity of students.**

During the Quarter

7.4 – 7.4.3 Evaluation Procedures: Temporary Non-Credit Unit Member – Chart C

<table>
<thead>
<tr>
<th>Process</th>
<th>Team Member</th>
<th>Responsibility</th>
<th>Time Line</th>
</tr>
</thead>
</table>


### C. Student Evaluation (Continued)

**Frequency:** 1st year of employment AND subsequent evaluations (Fall, Winter or Spring Quarters)

<table>
<thead>
<tr>
<th>Role</th>
<th>Responsibility</th>
</tr>
</thead>
</table>
| Peer Evaluator  | If administering:  
| OR UPM Advisor  | - Shall be trained by means of the self-instruction package;  
| OR Other Advisor| - Shall be present during the administration of the SEF;  
| Third Party     | - Shall collect all forms at the end of the session  
| Peer Evaluator  | - Provides complete results to the evaluatee  
| OR Manager      |  
| Form F7.0(e) Manager | **Typed verbatim student evaluation comments shall be provided to the Evaluatee in order to protect confidential identity of students.** |

- Shares the results of the Student Evaluations with the instructor  
  - 1st year – Peer Evaluator meets with evaluatee  
  - Subsequent evaluations – Manager meets with evaluatee

- Makes a recommendation on re-hire (each evaluation period)
- Initiates a management/peer evaluation in the following quarter in accordance with Article 7.3 of the CBA, when the results of the Student Evaluations show cause for a possible recommendation to not re-hire

---

### 7.6 Evaluation Procedures: Temporary Credit Unit Member

**7.6 – 7.6.3 Evaluation Procedures: Temporary Credit Unit Member – Chart E**

<table>
<thead>
<tr>
<th>Process</th>
<th>Team Member</th>
<th>Responsibility</th>
<th>Time Line</th>
</tr>
</thead>
</table>

Prior to the end of the Academic Year

Prior to the end of the Academic Year
<table>
<thead>
<tr>
<th>Role</th>
<th>Activity</th>
<th>Timeframe</th>
</tr>
</thead>
</table>
| Manager UPM Advisor Peer Evaluator (if applicable) | Schedules classroom or other on-the-job visits (e.g. counselors, librarians, school nurse and/or other unit member) in consultation with the 
  student or employee.  
  Makes classroom or other on-the-job 
  visits jointly.  
  Completes applicable form(s)  
  Appointed by UPM/AFT, if requested 
  by Evaluee.  
  Advises student or employee in all phases of the 
  evaluation.  
  Chooses a peer evaluator (permanent unit member) to serve on the team, if desired.  
  Makes the following available to the team:  
  - Syllabi  
  - Sample of evaluation tool for measuring student progress | ASAP in the Semester  
  During Visits  
  On-going  
  ASAP in the Semester  
  Prior to Observation |
| Evaluee                     |                                                                          |                    |

Forms: F7.0 (a), (b), (c), (d) - as applicable
### 7.6 – 7.6.3 Evaluation Procedures: Temporary Credit Unit Member – Chart E

<table>
<thead>
<tr>
<th>Process</th>
<th>Team Member</th>
<th>Responsibility</th>
<th>Time Line</th>
</tr>
</thead>
</table>
| B. Student Evaluation | Manager/Designee OR UPM Advisor | Administers Student Evaluation Form (SEF)  
- Administered to one (1) randomly selected class  
If administering:  
- Shall be trained by means of the self-instruction package;  
- Shall be present during the administration of SEF;  
- Shall collect all forms at the end of the session.  
- **Typed verbatim student evaluation comments shall be provided to the Evaluee in order to protect confidential identity of students.** | ASAP in the Semester |

**Purpose:** To provide each unit member and the evaluator with feedback about student perceptions of his/her teaching.

**Frequency:** 1st semester of employment AND once every six (6) semesters of active service thereafter;

May occur in any semester/work year and action dates may be adjusted for Spring evaluation or per Section 7.6.4

**Form:** Student Evaluation Form (SEF 7.0 (e), (f), (g) – as applicable)
### E. Final Written Summary

(Includes information from Performance Observation and Student Evaluations)

Form F7.0 (k)

<table>
<thead>
<tr>
<th>Manager</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Writes a Final Summary Evaluation of the information provided through the contractually agreed upon evaluation criteria, processes and instruments (Performance Observation, Student Evaluations)</td>
</tr>
<tr>
<td></td>
<td>Final Written Summary Evaluation includes:</td>
</tr>
<tr>
<td></td>
<td>- Results from the evaluation processes;</td>
</tr>
<tr>
<td></td>
<td>- Manager evaluation of indices standards outside the classroom or job site;</td>
</tr>
<tr>
<td></td>
<td>- Suggestion for improvement, if any;</td>
</tr>
<tr>
<td></td>
<td>- Recommendation concerning re-employment (each evaluation period)</td>
</tr>
<tr>
<td></td>
<td>- Submits all evaluation materials to Human Resources</td>
</tr>
</tbody>
</table>

ASAP in the Semester

### 7.6 – 7.6.3 Evaluation Procedures: Temporary Credit Unit Member – Chart E

<table>
<thead>
<tr>
<th>Process</th>
<th>Team Member</th>
<th>Responsibility</th>
<th>Time Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>F. Final Written Summary (Continued)</td>
<td>Evaluate UPM Advisor</td>
<td>• Review Final Written Summary Evaluation together</td>
<td>ASAP in the Semester</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Evaluatee may attach comments to Managers Report; UPM Advisor may attach separate statement to Manager’s Report</td>
<td></td>
</tr>
<tr>
<td>Form F7.0 (k)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7.6.4 Temporary Credit or Non-Credit Unit Members may be subject to an additional evaluation at any time if a written student complaint form is presented to the District.

7.8 Personnel Files
There shall be only one (1) personnel file for each unit member. This file shall be maintained at one (1) location in Human Resources. It shall be available for inspection by the unit member or a representative expressly authorized by the unit member upon request and with reasonable advance notice during normal business hours. Access to files shall be limited to authorized personnel and those included in Government Code Section 6250. Documents in the personnel file of a unit member which may serve as a basis for affecting the status of his/her employment shall be made available for inspection by the unit member or by a representative authorized in writing by the unit member. The unit member does not have the right to review ratings, reports, or records which were obtained prior to the employment of the unit member or as otherwise excluded by law.

7.8.3 Every unit member shall have the right to inspect and inventory his/her personnel file upon request, provided that the request and inspection/inventory are made at a time other than the unit member's assigned hours, but with reasonable advance notice during normal District business hours within 5 working days.

7.8.6.1 A unit member shall have the right to enter any information into his/her personnel file reasonably relating related to his/her employment status.

1.1.7 The District shall not take any adverse action against a unit member based upon documents which are contained in such unit member's personnel file unless the materials were placed in the file within forty-five (45) ninety (90) working days of the date when the District knew or should have known of the event giving rise to the documents. The time for placing materials in a file as set out above shall be tolled during such time as a matter is under investigation or review, not to exceed six months.

7.9 Evaluation Process: Permanent CC Unit Members

7.9.4 Evaluation Team Members for Probationary and Temporary/Part-Time CC Unit Members

(a) Evaluators: Peer – Site Supervisor, Assistant Site Supervisor or Teacher in the same or a closely related discipline who has not been previously evaluated by the Evaluee.

Management – Director of Child Care Programs

(b) UPM Advisor: Named by UPM/AFT to advise evaluee, if requested by Evaluee.

(c) Evaluee: Unit member being evaluated
7.9.6 Evaluation Process: Permanent CC Unit Members

Evaluation Team Members for Permanent CC Unit Members

(a) Evaluators: Peer – Site Supervisor, Lead Teacher or any permanent unit member currently working in the Children’s Center

Management – Director of Child Care Programs or manager, named by the supervising Vice President.

(b) UPM Advisor: Named by UPM/AFT to advise evaluatee, if requested by Evaluatee.

(c) Evaluatee: Unit member being evaluated

<table>
<thead>
<tr>
<th>Process</th>
<th>Team Member</th>
<th>Responsibility</th>
<th>Time Line</th>
</tr>
</thead>
</table>
| Professional Self Evaluation/Action Plan     | Evaluatee   | • Prepares after consultation with peer evaluator  
• Submits to Director                       | During Fall Staff Development  
Flex period                                  |
<p>|                                              |             |                                            | Start of Fall semester each year |</p>
<table>
<thead>
<tr>
<th><strong>Evaluator</strong></th>
<th><strong>Schedules classroom or other on-the-job visits in consultation with the evaluatee.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Peer Evaluator</td>
<td>Peer evaluator and evaluatee meet to conduct peer review to assess:</td>
</tr>
<tr>
<td>Evaluatee</td>
<td>Success in meeting the evaluation criteria;</td>
</tr>
<tr>
<td></td>
<td>Achievement of outcomes of the self evaluation/action plan;</td>
</tr>
<tr>
<td></td>
<td>Suitability for working with children;</td>
</tr>
<tr>
<td></td>
<td>Mutual expectations for the future;</td>
</tr>
<tr>
<td></td>
<td>By Feb. 15 each year</td>
</tr>
<tr>
<td>Peer Evaluator</td>
<td>Peer evaluator completes the Evaluation Report that includes a final</td>
</tr>
<tr>
<td></td>
<td>Written evaluation summarizing information provided through the contractually</td>
</tr>
<tr>
<td></td>
<td>agreed upon evaluation criteria, procedures and instruments and submits to the</td>
</tr>
<tr>
<td></td>
<td>Director.</td>
</tr>
<tr>
<td></td>
<td>By Feb. 15 each year</td>
</tr>
<tr>
<td>Director</td>
<td>Director consults with the peer evaluator and UPM Advisor on the status</td>
</tr>
<tr>
<td>Peer Evaluator</td>
<td>of the evaluatee.</td>
</tr>
<tr>
<td>UPM Advisor</td>
<td>Following a review and signoff by the UPM Advisor, the Director may, if necessary,</td>
</tr>
<tr>
<td>Evaluatee</td>
<td>develop specific recommendations for improvement. These</td>
</tr>
<tr>
<td></td>
<td>are shown first to evaluatee who reviews</td>
</tr>
<tr>
<td></td>
<td>with His/Her UPM Advisor.</td>
</tr>
<tr>
<td></td>
<td>Evaluatee may attach comments to the report and the UPM Advisor may</td>
</tr>
<tr>
<td></td>
<td>Attach a separate statement.</td>
</tr>
</tbody>
</table>
ARTICLE 8: WORKLOAD

8.1 Work Week: Full-Time Unit Member
The workweek shall be Monday through Saturday (as defined in 6.4.13) The work week for a permanent/probationary full-time unit member shall be considered to be thirty-seven and one-half (37.5) hours, of which those hours to be specifically assigned are stated below. The unassigned hours shall be for include course preparation and professional service duties to be performed by the permanent/probationary full-time unit member.

8.1.2 A permanent/probationary unit member may be expected strongly encouraged to voluntarily perform professional service duties as part of the 37.5 hour work week. In addition to their assigned hours. These duties include, but are not limited to, curriculum development, course revision, updating of curricular materials, accreditation requirements, attending applicable meetings both on and off campus (committees, outreach to the community).

8.2 Teaching Load

8.2.1 Definition. The load of a permanent/probationary full-time instructional unit member shall be 14-16 teaching units per week for two (2) semesters of 16 weeks duration, not to exceed one hundred seventy-five (175) days. A unit member may volunteer (without additional compensation) to provide instructional supervision to students on an individualized basis for the purpose of completing Independent Study 249 ABC offerings. The unit member will be compensated for the Independent Study offering at the stipend rate for each hour the unit member meets with the student(s)-enrolled.

8.2.2.1 Roll Over” of Units. The practice of carrying over (roll over) of a unit on the overload contract during the fall semester is discontinued effective fall semester, 1999 to comply with Education Code provisions. EXCEPTION: If a unit member is between 15 and 16 units in the fall semester and will carry 14 units in the Spring semester, the unit member may carry over (roll over) up to 1 unit from the Fall semester for the purpose of meeting the full load unit requirements for the contract year. Other load configurations that would result in an overload in the fall but not meet the annual overload requirement (above 30.5), may rollover up to 1 unit from the fall semester to avoid having to return any overpayment in the spring.

8.2.3 Payment for Overload Unit(s) All units above 15 for the semester or above 30 for the year will be compensated and paid at the overload rate of pay. The practice of delaying temporary overload payments for full-time unit members until first census in the Fall semester is discontinued effective Fall semester, 1999.

. The UDWC shall also review and recommend each semester all reassigned time assignments, overloads or stipends granted unit members (Form F 8.3). Temporary unit members are eligible to apply for reassigned time, overload or stipends if they are employed for the equivalent of .40 FTE/year. This requirement shall be waived if the temporary unit member has expertise otherwise unavailable to the District. The UDWC shall recommend to UPM and the Superintendent/President all criteria for the granting of such reassigned time, overloads or stipends. UPM and the Superintendent/President shall modify, delete and/or add to these
criteria and these shall be the criteria used by the UDWC for the recommending of such reassigned time, overloads or stipends. Any criteria not agreed to by UPM and the Superintendent/President shall be submitted to binding arbitration by either party. The criteria finally agreed upon, and only those criteria, shall be utilized by the UDWC in recommending such reassigned time, overloads or stipends. Specific reassigned time, overloads or stipends meeting the criteria shall be recommended to the Superintendent/President by the UDWC. Applicants for reassigned time, overloads or stipends who are denied said reassigned time, overloads or stipends may appeal via the provisions in the Grievance Article of this contract. In the event that the UDWC cannot make a recommendation, based on a majority decision, on an individual request, the applicant may appeal via the provisions in the Grievance Article of this contract.

A. The preparation and submission of forms and related processes affected by the district’s information system implementation shall be reviewed and modified during the term of this agreement by the Professional Standards Committee in accordance with Article 24.

8.3.4 Criteria Evaluated By Category.

Category V. All requests in Category V will be evaluated each semester using criteria #1 - #9. For the purpose of establishing the order of consideration by the UDWC, IR & D Grants shall be scored and ranked within each category (i.e., "A" and "B" of 8.3.5). Those with a total score of twenty-five forty or more points (as determined by the criteria specified in 8.3.3 and 8.3.4) shall be voted upon (as defined in 8.3.5) in the order ranked; beginning with the Category "A" grant awarded the highest score.

8.3.5 Personal and Institutional Development. There are several opportunities available to faculty for personal and institutional development. See Chart entitled 'Faculty & Institutional Development', for explanation of recipient stipulations, and party responsible for scope of proposal. The members of the UDWC are responsible for developing criteria, interviewing faculty and recommending awards.

(a) IR&D Grants. The UDWC will be a guaranteed minimum of $20,000 $10,000 per year, to be used for "Individual Research and Development Projects". Additional EEIF funds may be added at the discretion of the College President. Any funds not allocated by the UDWC shall be added to the next year's budget and shall be spent in that year. Expenditure of these or additional "Individual Research and Development Projects" funds (other than externally funded grants which are covered under Articles 8.3.1 - 8.3.7) for unit member proposed activities may be denied only by a majority vote of the committee. IR&D Grants shall be divided into two categories;

(b) IR&D Units. The UDWC will be guaranteed 15TU (Teaching Units) per year for projects up to one year in length. Additional EEIF funds may be added at the discretion of the College President.

(c) Institutional Initiatives Fund. The District will provide a minimum of $20,000 per year for institutional initiatives proposed by the District. Additional EEIF funds may be added at the discretion of the College President. There is no dollar amount limit on the award for a project. Any funds not expended in a given year will not be rolled over to the next year.
(d) Other District-Directed Initiatives. Additional EEIF funds may be added at the discretion of the College President. The District will provide a minimum of $10,000 per year for district-directed initiatives proposed by the District. There is no dollar amount limit on the award for a project. Any funds not expended in a given year will not be rolled over to the next year.

(e) District-Directed Program Development. Additional EEIF funds may be added at the discretion of the College President. The District will provide up to 15 TU (Teaching Units) per semester for assignment of faculty in a discipline to program development. Ongoing normal professional duties, such as periodic program review/revisions and course revisions due to updates to texts, materials, or scope of instruction, are specifically excluded. New, full-time hires to the District do not have to compete for assignment.

8.4 Full-Time Instructors’ Schedule

Full-time teaching assignments shall be scheduled for no fewer than four (4) days per week (unless otherwise arranged by management for educational reasons) and no more than five (5) days per week. A course or service scheduled on Saturday shall be assigned to a permanent/probationary or temporary unit member only if he/she agrees or if no other temporary faculty member is assigned to the same course or service on a weekday.

8.5 Office Hours

8.5.1 Full-Time Credit Instructors.

(a) Regular Office Hours. Full-time credit instructors shall be in their offices a minimum of four (4) hours per week (at least one (1) office hour per teaching day but not to exceed four (4) hours per week) where they will be available for consultation with students. Each instructor shall post outside his/her office the office hours when he/she will be present to meet with students. In addition each instructor will provide this information to students in course materials, and provide this information in writing to the Dean.

8.5.1.1 Media Courses. A unit member who teaches media courses as defined in 8.20 shall be required to hold thirty (30) office hours for a full semester for a three unit media course. These office hours shall be in addition to the office hours required in 8.5.1 above, but these hours may be held in any predetermined location as long as the student has access to the instructor by telephone. In media courses which have a higher or lower teaching unit value than three the number of office hours shall be prorated. Each instructor shall post outside his/her office the office hours when he/she will be present to meet with students. In addition each instructor will provide this information to students in course materials, and provide this information in writing to the Dean.

8.6 Counselors’ Schedule

8.6.1 Work Week. Counselors shall be scheduled for no more than 28 hours per week of counseling duties. Counseling duties include the following, but are not limited to the following: office hours for continuing and new students; liaison to local high schools; consultation with other colleges and universities, faculty, administrators and
community members; appointment preparation; transcript evaluation; counseling report writing, e.g. SEP; processing graduation petitions; instruction of credit/noncredit classes. For each credit teaching unit of a scheduled class the counselor teaching the class will be credited with a total of 35 hours per semester. For each non-credit teaching unit the counselor teaching the class will be credited with a total of 25 hours per semester. The total number of counseling hours per academic/fiscal year shall not exceed 929.6 hours (166/7/80). The 28 hours of counseling duties shall be subject to review by the supervising manager if funding sources, Education Codes and/or Title V change.

8.7 Librarians' Schedule

8.7.1 Work Week. Management shall schedule librarians. Librarians shall be scheduled for thirty-five (35) hours per week by management after consultation with the unit member. For each teaching unit of a scheduled library class, the librarian teaching that course will be credited with a total of thirty-five (35) hours of student contact during the period of the course.

8.3.8 Determination of Available Units or Stipend.

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

Category I: Negotiated by UPM and the District and is provided for in other parts of the CBA.

Category III: Negotiated by the UDWC and/or in the collective bargaining process.

Category IV: A minimum of 9 TU (Teaching Units) for the academic year, with additional units being arranged by the Senate and the District.

Category V: (a) IR&D Grants $20,000 $10,000 and (b) IR&D Units 15 TU (Teaching Units) per year for projects up to one year in length.
<table>
<thead>
<tr>
<th>Recipient</th>
<th>IR&amp;D Grants</th>
<th>IR&amp;D Units</th>
<th>Institutional Initiatives Fund</th>
<th>Other District-Directed Initiatives</th>
<th>District-Directed Program Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>F-T Faculty</td>
<td>$20,000</td>
<td>15 TU</td>
<td>Minimum $20,000</td>
<td>Minimum $10,000</td>
<td>Up to 15 TU per semester</td>
</tr>
<tr>
<td>P-T Faculty</td>
<td>$10,000</td>
<td>[Can be requested for a year long project]</td>
<td>No rollover of funds</td>
<td>No rollover of funds</td>
<td>[Assignment of faculty within discipline – assigned time for part-time faculty – new full-time hire to District does not have to compete, can be assigned]</td>
</tr>
</tbody>
</table>

- [Small portion for projects $2,000 & under] [Remainder of $ no limit on $ amount]

<table>
<thead>
<tr>
<th>Responsible for Scope of Proposal</th>
<th>F-T Faculty</th>
<th>P-T Faculty</th>
<th>F-T Faculty</th>
<th>F-T Faculty</th>
<th>F-T Faculty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual faculty member</td>
<td>Assigned time-to-60% or must-do-work-in-the-summer-semester</td>
<td>[Must-do-work-in-the-summer-semester]</td>
<td>[Must-do-work-in-the-summer-semester]</td>
<td>[Assigned-time-to-60% or must-do-work-in-the-summer-semester]</td>
<td></td>
</tr>
</tbody>
</table>

| Responsible for Developing Criteria | UDWC | UDWC | UDWC | UDWC | UDWC |
8.11 Teaching Load in the Non-Credit Noncredit Semester Program
Full time non-credit instructors working in the semester program (academic year) shall work 20 lecture or 30 laboratory, studio or activity hours per week and or full-time non-credit instructors working in the quarter program shall teach twenty (20) lecture hours, or thirty (30) laboratory, studio, or activity hours within a work week of 37.5 hours, for 32 weeks of the fiscal year. In addition, all non-credit full-time instructors shall meet contractually mandated flex-time obligations. The District and the Union agree that the total yearly hours for lecture are eight-hundred and fifty (850) and for laboratory, the total yearly hours are one-thousand and fifty (1,050) for Non-Credit ESL instructors teaching a semester program on campus.

8.12 Department Chairs
(agreed to change “department member” to “department faculty” in this section.)

E. Department Scheduling. Prior to At the beginning of the preceding semester (e.g., Fall, 1999) the Office of Academic Affairs Instructional Management shall provide the Department Chair or Coordinator or Director the scheduling packet for the subsequent semester (e.g., Spring, 2000) that includes:

4. Full-Time Instructor Assignment Sheets with instructions from the Curriculum Office (Jodi) Office of Instructional Management for completion by each full-time faculty member; schedule sheets for part-time, temporary faculty-department members, including a list of ETCUMs and RETCUMs in rank order.

5. Application packets from the Union/District Workload Committee (UDWC) for full-time and part-time faculty-department members indicating new deadlines and the need for adherence to those deadlines.

8.12.2 Authority and Responsibilities of Department Chairs.
A. Responsibilities to the Department.

2. In conjunction with the department's faculty members, develop and/or modify curriculum, subject to departmental and District approval.

3. Collect proposed individual schedules and Full-Time Instructor Assignment Sheets from the faculty and prepare and submit to the supervising Dean, a recommended department schedule of classes in conformity with contractual limitations (program requirements), and to the extent possible faculty preferences for each semester and intersession, making sure that appropriate classes are assigned in both the day and evening. [MOVED to B.8.]

3. In accordance with the provisions of the CBA and District policy, make a good faith effort to resolve scheduling disputes between and among department members.
4. Assist faculty department members in updating course descriptions and communicate these updates in writing within the department and to the appropriate instructional office(s).

8. Recommend additions to and modifications of the physical plant as needed by the department. [MOVED to B.10.]

9. Supervise use of department facilities and equipment. [MOVED B. 11.]

10. Mediate intradepartmental conflicts. Advise department members of their contractual rights and obligations in order to resolve interdepartmental disputes (see Article 24 – PSC.)

11. Represent the department at appropriate meetings and to the administration. [MOVED B. 12.]

12. Supervise assigned classified, student and non-student hourly staff.

13. Distribute notice of available intersession assignments to permanent/probationary unit members.

14. Following the written request by an ETCUM/Retired ETCUM, a Department Chairperson, may volunteer to participate in the evaluation of the ETCUM as defined in Article 7 of the CBA (e.g. in Sections 7.2.1.1, 7.2.1.2.2, 7.2.1.2.3.1 and 7.2.1.3)

15. Review the Full-Time Instructor Assignment Sheets and ensure return to the supervising Dean in order to comply with the deadline date for scheduling. [MOVED B. 8.]

16. Distribute/collection UDWC packets to/from all faculty department members and inform faculty them of the consequences of late filings.

17. Return complete scheduling packet to the supervising Dean by the scheduling deadline date including:

(a) Department schedule/full-time and part-time faculty schedules/computer print-out, schedule of part-time units and all other required scheduling information.

(b) A completed Full-Time Instructor Assignment Sheet for each full-time faculty member and the scheduling sheets for part-time assignments.

(c) Any UDWC faculty applications and related paperwork (attach to individual assignment sheet). [MOVED B. 13.]

B. Responsibilities to District.

The Department Chairperson shall be responsible for both the day and evening program in the following areas:

2. As directed by a majority of the permanent faculty department members assigned to the department, the department chair shall make a recommendation to the immediate supervisor for the purpose of determining the need, selection, recommendation and appointment of those personnel who are not otherwise assigned in accordance with Section 6.8 of the CBA.
7. Conduct departmental faculty meetings at least once a semester for the department's temporary day and evening faculty department members.

9. Review the Full-Time Instructor Assignment Sheets and ensure return to the supervising Dean in order to comply with the deadline date for scheduling.

12. Represent the department at appropriate meetings and to the administration.

D. Budget

1. After conferring with department faculty members in the department and staff, prepare and submit the total department budget, following conferences with the faculty and staff. Be the spokesperson and advocate for the budget.

8.16 Intersession Assignment

An intersession assignment is a voluntary assignment during an authorized intersession. Except for the special circumstances regarding courses and other duties extending beyond the regular semester as defined in 8.21, this assignment is outside the regular assignment and may occur only for a period between the last day of the spring semester and the first day of the following fall semester, or between the last day of the fall semester and the first day of the following spring semester or during the unassigned hours of a unit member working a fiscal year (see 8.21 (a)). It shall not include activities such as field trips which take place during the intersession period but which are part of a regular course taught during the regular academic year. At the department meeting on the mandatory staff development day of the spring semester and prior to the assignment of intersession work, a notice of the proposed intersession schedule shall be distributed to all permanent/probationary unit members who meet minimum qualifications. At that time, department chairs shall accept requests for intersession assignments. Should the number of permanent/probationary applicants/volunteers exceed the number of available unit assignments,

8.23 Workload – Unit Members Assigned to the Children's Center

AMEND

8.23.2 Lead Master Teacher

The following job assignments and duties are determined after consultations with the Site Supervisor. The Lead Master Teacher shall be assigned for 30 hours per week in the classroom and 2 hours of unassigned prep time. The Lead Master Teacher shall be assigned an additional 5.5 hours per week on site for responsibilities including, but not limited to: staff in-service and classroom meetings; consultation and committee work; staff and student teacher scheduling, time sheets, communication and feedback to staff, parent intake/orientation, conference and communication; planning, preparation and implementation of developmental profiles, curriculum and meals; scheduling of children's hours and processing of state food program meal records; communication to Site Supervisor of supply, equipment and facility needs;
communication to Site Supervisor of family referral needs; communication to Site Supervisor regarding program quality and licensing compliance, and all other classroom support and related duties as may be required. Less than full time assignments shall be prorated according to the same time assignment ratios.

8.24  **Nursing Faculty Workload**

8.24.5  **Clarification of the Off-site Clinical Laboratory Workload and 240L Assignments**
See Sidebar dated 9/19/02 in Appendix Section
No.3 - Nursing [off-site clinical laboratory only] is applicable to the following course only – **135L, 140L, 210L, 212L, 214L, 216L, and 225L, 430L, 433L, 230L, 232L, 234L, 236L and 240L**. Laboratory compensation for these courses shall increase to 83% as defined in Section 8.22.2, Category B-2. Regarding 240L, this compensates faculty for the level of responsibility they assume in this course and for being “on-call” by pager. There are no on-call situations on Sundays or during assigned lecture or laboratory. The Nursing instructor(s) of record for 240L courses, based solely on their professional judgment, shall determine the appropriate response to “on-call” pager contacts.

**10.3 Class Size - Children’s Center**

Class size shall be determined by the California State Regulations governing Children’s Center Licensing. Minimum numbers of licensed staff and minimum numbers of licensed staff plus aides/assistants/interns/student trainees for specific classroom child populations are defined in Appendix B. These staff/child ratios shall not include licensed teachers when they are fulfilling their assigned hours other than classroom hours. For reasons of safety the District will make every effort to assure there are at least two staff on duty at all times. Minimum staff ratios shall be adjusted as necessary to reflect changes in California State Regulations *(California code of Regulations (CCR) Title 22)*.

Except as specified herein, all other provisions of Article 10 do not apply to unit members assigned to the Children’s Center.

**GRIEVANCE ARTICLE 12**

12.2.4  **Immediate Supervisor.** The "immediate supervisor" is the lowest level manager having immediate jurisdiction supervisory authority over the grievant, or who is assumed to have been assigned to adjust grievances.
ARTICLE 14: District Rights

The right of the District to manage the operations of the District shall remain unchanged except as it may be restricted or limited by the terms of this Agreement.

1. All matters not specifically enumerated in this Agreement are reserved to the District as provided by law.
2. It is understood and agreed that except as limited by specific provisions of this Agreement, the District retains all of their powers and authority to direct and control to the full extent of the law. Included in to those duties and the powers are the rights to:
   - Direct the work of its employees; determine the method, means and services to be provided;
   - Establish educational philosophy and goals and objectives;
   - Ensure the rights and educational opportunities of students;
   - Maintain the efficiency of the District operations;
   - Determine the curriculum; build, move or modify facilities;
   - Develop and implement budget procedures;
   - In addition, the District retains the right to hire, assign, evaluate, promote, terminate and discipline employees.
3. In the event of an emergency, the District shall have the right to rescind that portion of this Agreement directly related to the nature of the emergency. The District shall provide notice to UPM of its decision to rescind any portion of this Agreement within 24 hours. “Emergency” as used in this Article is limited to sudden, unforeseen happenings which require action to correct and/or protect lives and/or property which would prevent the normal functioning of the school District pursuant to this Agreement. If the District desires to continue its rescission of the article(s) beyond thirty (30) calendar days, it shall provide UPM notice and parties shall negotiate the continuance of the suspension of the rescinded article(s).
4. The District’s rights as stated above shall not be construed or interpreted to be a waiver of UPM’s right to negotiate all mandatory subjects of bargaining as established by the Educational Employment Relations Act and as determined by the Public Employment Relations Board.

ARTICLE 15 Reduction in force

15.3 Seniority Rights During Re-Employment
Seniority shall be defined as beginning with the first date of paid probationary service with the District, as defined by statute the Education Code. For purposes of this policy, any paid leave granted, i.e., sabbatical, professional, maternity, military, unpaid leaves, etc., shall not constitute an interruption of
service, nor shall any reduced load assignment constitute an interruption of service.

15.8.7 Disciplines: [Attached Discipline list will replace this.]

15.13 Faculty Service Area
[Attached FSA list will replace this.]

15.13.2. For permanent unit members who are employed as of June 30, 1990 and thereafter, the District shall provide each unit member with a list of faculty service areas in which he or she is qualified and competent by May 15, 1991. The District shall review each current unit member's personnel file in order to determine their qualifications and competency in the District faculty service areas.

15.14 Competency for Bumping into within Children's Center
Competency for bumping into within Children's Center as a result of a reduction in force shall be limited to unit members from the Children's Center FSA.

ARTICLE 16: UPGRAADING OF TEMPORARY AND PERMANENT PART-TIME FACULTY
(Provisions of Article 16 do not apply to unit members assigned to the Children's Center.)

16.1 Filling of Permanent Positions

UPM and the District acknowledge that the education Code section 87360(b) provides that "hiring criteria, policies and procedures for new faculty members shall be developed and agreed upon jointly by representatives of the governing Board and the Academic Senate and approved by the Governing Board".

The parties also acknowledge that the District has the obligation to meet and negotiate with UPM on mandatory subjects of bargaining. Following the joint agreement between the District and the Academic Senate, that joint agreement shall be provided to UPM. UPM shall have 30 days in which to demand that the District negotiate any aspect of the joint agreement which UPM believes is a mandatory subject of bargaining.

16.1.1 Discretionary Hires. All permanent positions shall be filled according to the following procedures, except that each year one (1) position shall be allocated at the discretion of the
Superintendent/President. In addition to this exception, the Superintendent/President may insert a discipline for discretionery selection, after the 5th hire, after the 8th hire, after the 11th hire, and after the 14th hire in any given year. The insertion of discretionery selections by the Superintendent/President does not alter the ranked order of the disciplines on the list.

16.1.2 Definition: Total Number of Hires. The total number of hires in any year will include single discipline hires (Article 16.7), Superintendent/President discretionery hires and hires from the ranked list.

16.1.3 Non-Instructional Upgrade. This article does not apply to reassignment of existing permanent staff nor to upgrading in non-instructional areas. Upgrading procedures for non-instructional areas will be negotiated by the Professional Affairs Committee.

16.1.4 A committee of two district and two UPM representatives shall study, review and recommend changes in Article 16 upgrading of temporary, permanent part-time and non-instructional faculty. The committee shall meet within 30 days of the ratification of this agreement and shall present a report to the District and to UPM within 90 days.

16.2 Part-Time/Full-Time Ratio

The District shall comply with the state mandated part-time/full-time ratio as stipulated in Title 5 California Code of Regulations, Sections 51025, 53310 through 53312.

16.2.1 Identification of Instructional FTE. The total credit permanent and temporary instructional FTE by discipline will be based on the EMP-216A report generated on or about the first census of each semester, modified in the following manner:

(a) All units taught by temporary instructors replacing permanent faculty on sabbatical leave, legislative leave, long-term unpaid leave, military leave, disability leave, pregnancy leave, semester-long sick leave or jury duty, reduced load and reassigned time shall be excluded from the temporary unit total.

(b) Permanent units available due to known retirements shall be transformed into temporary units for purposes of this calculation.
(c) A percentage is then computed based on the total permanent credit instructional FTE and the adjusted temporary FTE.

(d) These exclusions apply to the calculations in 16.5 (a) and (b) as well.

16.2.2 Units Eliminated. PAC shall eliminate the following units from the percentage calculation above and 16.5 (a) and (b):

(a) Disciplines having specialty units requiring special skills unlikely to be possessed by persons of more general qualifications. "Specialty" units are those which, if grouped together into a full-time position, would result in a position with such diverse areas of expertise that a single individual could not be expected to possess them all, e.g., 30 temporary units per year exist in drama, but 6 are in the area of costume design, 6 in lighting, 6 in set design and construction, 6 in stage makeup, and 6 in drama-acting courses.

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

16.2.3 Tie Vote. In case of a tie vote by the PAC, the issues of 16.2-16.2.2 will be decided by the Superintendent/President, in accordance with the contract definitions of the terms used in 16.2-16.2.2, shall be allocated at the discretion of the Superintendent/President. The upgrade calculation provisions of Article 16 of the CBA shall not apply to this allocation. Articles 16.9, 16.11, 16.12, and 16.13 of the CBA shall still apply. This allocation shall not be counted in the total number of hires as defined in Article 16.1.2 of the CBA. The District shall provide to UPM laws and/or regulations that substantiate the position allocation.

2. All units excluded and included in 16.5 (a) 1., 2., and 3. apply.

(e) The WSCH/FTE in the current Fall semester.

Data for calculation:

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

16.2.3 Tie Vote. In case of a tie vote by the PAC, the issues of 16.2-16.2.2 will be decided by the Superintendent/President, in accordance with the contract definitions of the terms used in 16.2-16.2.2.

16.3 Time Line for Completing Upgrade

The PAC shall be supplied with data to rank each discipline’s need for new permanent faculty. The PAC shall
complete the ranking and allocate positions based on this ranking by December 15 of each academic year.

16.4.39 Teaching Unit Provision
Based on calculations defined in 16.2.1 and 16.2.2 above, during the current Fall semester, no upgrading shall occur in any discipline with less than thirty-nine teaching units taught by temporary unit members during the preceding academic year. If the percentage of the total temporary credit instructional FTE exceeds 25% and no discipline has 39 or more units taught by temporary unit members, or the percentage of the total temporary credit instructional FTE is below 25% and no discipline has 39 or more units taught by temporary instructors and the District wants to create permanent position(s), then the District shall combine disciplines where practical and where units exist to support a combined position.

16.5 Ranking of Disciplines
The PAC shall rank each discipline defined on the list of existing disciplines (15.8.7) from high to low in the following categories: "(high" = 1, "low" = x). For the purposes of this section the ESL discipline shall include all credit ESL courses offered in both the English/Humanities (ESL courses) and Communications Departments (ESL courses).

(a) The percentage of teaching units assigned to temporary faculty in the current Fall semester.

To do this calculation:
1. Exclude all "specialty" units. "Specialty" units are those which, if grouped together into a full-time position, would result in a position with such diverse areas of expertise that a single individual could not be expected to possess them all, e.g. 30 temporary units per year exist in drama, but 6 are in the area of costume design, 6 in lighting, 6 in set design and construction, 6 in stage makeup, and 6 in drama acting courses. In order to designate courses as "specialty," the department must, in conjunction with the appropriate Dean, review all classes to determine the "specialty" units.
   a. However, if there are enough units in one "specialty" area to make a full-time position (i.e. 30 units), then these units are no longer to be excluded.
2. Exclude all units of reassigned time (even those held by temporary instructors), as well as all types of leaves as outlined in 16.2.4.
3. Include "Teaching" overloads in the calculation of the total units in the discipline; count overload units as temporary units in the percentage calculation.

(b) The average percentage of teaching units assigned to temporary faculty during the preceding 3 complete academic years.

4. To account for new hires from the upgrading from the previous year, 30 temporary units will be deducted from each discipline from each previous year for each full-time instructor hired in that discipline.

16-2

1. Only the 1st Census is used.

(d) The average WSC/FT for the last 3 complete academic years.

1. The data for calculation would be the same as 16.5 (a)

(e) Stability over the last 3 complete academic years and the current Fall semester. The categories and computation rules for stability are as follows:

1. Increasing WSC/FT
2. Stable
3. Declining WSC/FT

16.5.1 The rankings for the above three categories will be a 1 for "increasing WSC/FT", for "Stable" the number that is 10% of the total number of disciplines being ranked or the number 3, whichever is greater. For "Declining" the discipline will be disqualified from consideration. To determine the stability the percent change (up or down or zero) between successive years is computed to one decimal place. That is, the percent change from year 4 to year 3, from year 3 to year 2 and from year 2 to year 1. These three percentages (positive and/or negative) are added to produce a total percent change over the four years. If the total percent change is greater than +5% the discipline is "increasing". If the total percent change is less than —5% the discipline is "declining". Anything else is "stable". For computations done in 1988-89 the percentage boundaries will be ±4%.

16.5.2 The ranking numbers will be added together and the lowest total score is first priority for upgrade. Once a position is allocated to a specific discipline, the ranking in 16.5 (a) and (b) above shall be recalculated, and a new ranking of disciplines produced, before allocating the next position. The recalculation will be as if the new permanent position existed during the years under consideration.
16.5.3 For 16.5 (c) and (d) above, if a discipline has its enrollment limited by state-mandate or work stations, then the PAC shall compute an adjusted WSCH/FTE. This number shall be the actual enrollment as a percentage of the total possible enrollment in that discipline times the WSCH/FTE of the third ranked discipline in that category.

16.6 Breaking a Tie
In case of a tie, the discipline having the higher percentage of temporary faculty in the current Fall semester ranks higher. If there is still a tie, successive individual academic years are considered until the tie is broken.

16.3 Discipline Exceptions
(a) Discipline: No Permanent Faculty. If a discipline has or will have no permanent faculty, the PAC may allocate a permanent position to that discipline.
(b) Vocational Discipline. If after 30 days of open recruitment, which shall include advertisement in major Bay Area newspapers and the personnel offices of the Bay Area colleges and universities, no acceptable temporary employees can be identified for a vocational discipline, the PAC may allocate a permanent position to that discipline.
(c) Professional Requirements. If a discipline has professional requirements defined by an authorized agency(ies) (e.g. Bureau of Registered Nursing) beyond those required by Title 5 and/or Education Code for certifying instruction, student-teacher ratio or other specific requirements as defined by law or regulation, a full-time position shall be allocated at the discretion of the Superintendent/President.

16.7.1 Tie Vote on (a) or (b). In the case of a tie vote by the PAC on either of the two types of allocations in 16.7 (a) or (b), the presidents of UPM and the District shall make the decision, negotiate a resolution.

16.8 Hiring Order of Positions
The PAC shall submit to the Vice-President of Academic Affairs a list of the top five positions eligible for upgrading based on the formula contained in Article 16.5 from which the District may assign full-time positions to the appropriate discipline(s) in any order. Any position assigned in addition to the top five, except as provided for in 16.1.4, shall be assigned in ranked order determined by the PAC. The Vice President of Academic Affairs shall explain in writing to the PAC the rationale for the assignment of these full-time positions.

*Move Article 16.9, 16.11, 16.12, and 16.13 to Article 6.
16.9 Right to Additional Upgrading
The right to additional upgrading shall not be denied to permanent part-time unit members, subject to competency and qualification constraints and availability of positions. Permanent part-time unit members shall be upgraded to full-time status before temporary units are upgraded to permanent status in that discipline. The right to teach additional temporary units shall not be denied to permanent part-time unit members, subject to schedule constraints.

16.10 WSCH/FTE Procedure
If WSCH/FTE ceases to be a practical measure as used in this procedure, UPM and the District will meet to negotiate an alternate procedure.

16.11 Temporary Credit Unit Member: Advancement to Interview
Temporary credit unit members in all disciplines and non-credit ESL unit members, with a minimum of five (5) years of employment (a total of ten (10) semesters or fifteen (15) quarters) within the MCCD, shall be automatically advanced to the interview stage of the hiring process for all permanent positions for which they apply and are minimally qualified.

16.12 Hiring of Sabbatical Leave Replacements
Sabbatical leave replacements shall be hired from among the temporary credit unit members when it is determined by the District that such replacements are necessary, and further, if such temporary credit unit members meet the minimum qualifications to teach the required courses (not to conflict with rehire rights).

16.13 Substitute Positions
Temporary credit unit members shall be offered substitute positions if they place their name on a list (maintained by Dean(s) designated by the District). Temporary credit unit members on these lists shall be offered substitute work if the need for the substitute teacher is known by the District 48 hours before the class/service involved begins (not to conflict with rehire rights).

16.14 Upgrading for the Library Discipline
(a) Formula — Initial Hire. For the initial hiring of a full-time librarian, if the complement of part-time librarians reached or exceeded 33% of the total library complement in either library.
(b) Formula — Subsequent Hires. All subsequent upgrading of full-time librarians shall be based on the following formula: Whenever that portion of the temporary faculty assigned to the library discipline exceeds the average of 33% in a period of two consecutive semesters, there shall be an upgrade to a permanent full-time position.
(c) Assignments Excluded from Formula. With the exception of the initial upgrading described in (a), all full-time librarian positions and library FTEF
assigned to temporary faculty replacing permanent faculty on long sickness leave or jury duty, reduced load, or reassigned time shall be excluded from the calculations in (b).

16.15 Upgrading for the Counseling Discipline
Separate MOU—The District agrees to an initial hire of a full-time, permanent counselor in Spring semester, 1999.
(a) Upgrade Process—The upgrade process will be conducted by the Professional Affairs Committee (PAC) each Spring.
(b) Formula—Subsequent upgrading of full-time, permanent counselors shall be based on the following formula: Whenever that portion of the temporary faculty assigned to the counseling discipline exceeds the average of 40% in a period of two (2) consecutive semesters, (beginning Fall 1999 and thereafter) there shall be an upgrade to a permanent, full-time position.
(c) Full-Time Counselor-Load—For purposes of all calculations, a full-time counselor-load shall be regarded as 920.6 hours of assigned time per fiscal year, assigned to the functions identified in 8.6.1 of the UPM contract.
(d) Exclusions from Formula Due to Funding Source—The calculation of temporary and permanent counselors will include only those funded through unrestricted and matriculation funds. All other areas of counseling are excluded from the formula due to their unique mandated requirements.
(e) Assignments Excluded from Formula—All Counseling FTEF assigned to temporary faculty replacing permanent faculty on sabbatical leave, legislative leave, long-term unpaid leave, military leave, disability leave, pregnancy leave, semester-long sick leave or jury duty, reduced load or reassigned time, shall be excluded from the calculation.
(f) District’s Discretion to Hire—If new federal or state mandated programs require an increase in permanent positions in Counseling, the District has the discretion to hire counselors outside the parameters of the formula.

ARTICLE 23: TERM
(Entire Article Applicable to Children’s Center Unit Members)

Amend:
This Agreement shall become effective on the date of execution, except where otherwise provided, and shall continue in effect through June 30, 2007. For the third year of the contract, prior to July 1, 2006, the District or UPM may notify the other of the intent to re-open negotiations for evaluating recommendations from the Department Chair Study Committee (Article 1.3.2), and the Upgrading Committee (Article 16), and one other opener of the Agreement.

Effective on the date of execution of this agreement the contract for years 2007-2008, 2008-2009 and 2009-2010 are settled and shall, except as otherwise provided therein, remain unchanged.
This Agreement covering contract years 2010-2013 shall become effective on the date of execution, except where otherwise provided herein, and shall continue in effect through June 30, 2013.

For contract year 2012-2013 the parties may, upon the request of either party, reopen the contract negotiations on Article 3-Wages, Article 4-Fringe Benefits, Article 8-workload and one additional article. Initial proposals to be sunshined no later than 90 days prior to June 30, 2012.
Amend:
Form 6.8 Section E
Such notification shall be accomplished by completing this ETCUM Availability Form and returning it to the Human Resourced Department on or before no later than October 1st of the preceding academic year. February 1 for Fall semester assignments and April 15th of the preceding academic year. September 15 for Spring semester assignments.

Student Evaluation of Course and Instructor
Delete:
Form 7.0 (e)
Eliminate redundant question/item #16.
Revised
Presented 2/7/08

15.8.7 Disciplines
AJ MACH
ANTH MATH
ARCH MEDA
ART MMST
ASL MUS
ASTR NE
ACRT PE
AUTO PHIL
BEHS PHYS
BIOL POLS
BOS PSYCH
BUS** includes Accounting and REAL
Management
CHEM S SC
CHIN SOC
CIS SPAN
COMM SPCH
COMP SCI STAT
COUN STSK
CHCNTER (Children's Center – not WELD
part of our regular discipline list)
COUR
DANC
DENT
DRAM
ECE
ECON
EDUC
ELEC
ELND
ENGG
ENGL
ESL
ETST
FMTV
FIRE/EMT
FREN
GEOG
GEOL
H Ed (Health)
HIST
HUM
ITAL
JOUN
JPNS
LIBR
15.13 Faculty Service Area

Administration of Justice
American Sign Language
Anthropology
Architecture
Art
Astronomy
Automotive Technology
Automotive Collision Repair Technology
Behavioral Science
Biology
Business** include Accounting and Management
Business Office Systems
Chemistry
Communication
Chinese
Computer Information Systems
Computer Science
Counseling
Court Reporting
Dance
Dental Assisting
Drama
Early Childhood Education
Economics
Education
Electronics Technology
Environmental Landscaping
Engineering
English
ESL
Ethnic Studies
Film and TV
Fire Technology/EMT
French
Geography
Geology
Health Education
History
Humanities
Italian
Japanese
Journalism
Library
Machine and Metals Technology
Mathematics
Medical Assisting
Multimedia Studies
Music
Nursing
Philosophy
Physical Education
Physics
Political Science
Psychology
Real Estate
Social Science
Sociology
Spanish
Speech
Statistics
Study Skills
Welding

3.9.10 Vocational-Related Disciplines

Administration of Justice
Auto Collision Repair Technology
Auto Technology
Business
Business Office Systems
Computer Information Systems
Court Reporting
Dental Assisting: Registered
Early Childhood Education
Electronics Technology
Environmental Landscaping
Fire Technology/EMT
Machine and Metals Technology (includes Welding)
Medical Assisting
Nursing: Registered
Real Estate
United Professors of Marin
And
Marin Community College District

March 11, 2011

Tentative Agreement

United Professors of Marin District

Paul Christensen
Theodora Fung
Patty O'Keefe
Michele Martinisi
Ladyn Ordin
Arthur Lutz

Marin Community College

David Wain Coon, Ed.D.
Larry Frierson
Albert J. Harrison, II
Linda Beam
BOARD AGENDA ITEM

To: Board of Trustees  Date: March 26, 2011
From: Superintendent/President  Item & File No. IV.A
Subject: Academic Personnel Recommendations
Reason for Board Consideration: APPROVAL

Enclosure(s):
Recommendations

BACKGROUND:

The following actions are included in the Academic Personnel Recommendations:

A. Phased-in- Early Retirement of Academic Personnel

BUDGET IMPLICATIONS: All recommendations are within budgeted FTE and are on the instructional side of the 50% law.

RECOMMENDATION:

The Superintendent/ President recommends that the Board of Trustees approve the Academic Personnel Recommendations.

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources and Labor Relations
### A. PHASED-IN-EARLY RETIREMENT OF ACADEMIC PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Boyd, Sandra</td>
<td>Instructor, Career Education</td>
<td>From: 1.0 To: .75</td>
<td>Permanent</td>
<td>7/1/11-6/30/12</td>
</tr>
<tr>
<td>2.</td>
<td>Foss, Donald</td>
<td>Instructor, Life &amp; Earth Sciences</td>
<td>From: 1.0 To: .60</td>
<td>Permanent</td>
<td>7/1/11-6/30/12</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Ms. Sandra Boyd has submitted a request to begin Phased-in-Early Retirement for Fiscal Year 2011/12.

2. Mr. Donald Foss has submitted a request to begin Phased-in-Early Retirement for Fiscal Year 2011/12.