AGREEMENT

Santa Monica Community College District and Santa Monica College Faculty Association



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APPENDIX T

AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement (hereinafter referred to as "Agreement") by and between the Board of Trustees of the Santa Monica Community College District (hereinafter referred to as "District") and the Santa Monica College Faculty Association (hereinafter referred to as "Association"). "Parties" shall refer to the District and the Association. "Tenured" shall refer to full-time tenured faculty.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government code of the State of California (hereinafter referred to as "Act").
- 1.3 This Agreement shall remain in full force and in effect from August 22, 2001 through August 20, 2004. Except as specifically provided for in this Agreement, there shall be no reopeners during the term of this Agreement.
- 1.4 If no successor Agreement is reached by August 20, 2004, the District and the Faculty Association shall utilize the service of a private mediator/facilitator. Facilitation shall continue until such time as a new Agreement is reached or until both parties invoke the statutory impasse proceedings. This provision shall not preclude the utilization of a facilitator at any other time during the negotiations for a successor contract. A written Agreement stating the amount to be paid for such facilitation shall be signed by the facilitator, the District, and the Association prior to any facilitation services being rendered. Mandated cost recovery reimbursement provisions will be utilized to the fullest extent possible. The District and the Association shall prepare a written Agreement stating the allocation of any costs denied.

ARTICLE 2

RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative for the unit of all tenured, probationary and hourly faculty, except for those employed in any of the following classifications: (a) community services, (b) short-term substitutes, or (c) management, supervisory, and confidential employees as defined by the Act.
- 2.2 Before making any change in job duties which may affect unit membership, the administration and the Association shall confer regarding the potential movement of an academic position either from the faculty collective bargaining unit or into the faculty collective bargaining unit.

RIGHTS OF THE ASSOCIATION

- 3.1 Nothing in this Agreement shall be construed to deny or to restrict any unit member's rights granted under the Education Code of the State of California or other applicable state and federal laws and regulations. The rights granted to unit members by this Agreement shall be deemed to be in addition to those specifically provided in Board policy.
- 3.2 The Association retains the right to confer with the District on issues as provided in the Act.
- 3.3 The Association retains the right to negotiate into future agreements, which shall be effective after the expiration of this Agreement, any item included in the scope of negotiations as enumerated in the Act.
- 3.4 Upon its request, the Association will be provided as soon as possible but not later than 30 days after the census date of each semester, the names, telephone numbers and addresses of unit members except those who have requested that telephone numbers or addresses not be released.
- 3.5 The Association President, Chief Negotiator, Vice President, and Secretary shall be furnished with four complete copies of the agenda, one set of all public documents included with the agenda and minutes for public meetings of the Board of Trustees. Agendas and minutes and any related notices will be put in the Association's mailbox as soon as possible after distribution to the Board of Trustees.
- The District shall make available to the Association any public information that the District normally compiles. The District will make every reasonable effort to provide any such requested information to the Association in a timely manner. This shall include financial reports, enrollment statistics, and any other public information that is necessary for the Association to develop its collective bargaining position, provided such information requested is already in a printed or electronic form. When a request is made for information that is not currently available in printed form or that is not public information, the request shall be directed to the Vice President, Human Resources or the Executive Vice President, Business and Administration, who will advise the Association of the actual and necessary cost to be reimbursed to the District for preparing the requested information or will tell the Association how to approach any legal prohibition to distribution of the requested information.
- 3.7 The District shall release up to four (4) members of the unit for the purpose of attending negotiation sessions. The District and the Association will agree to a regular set meeting schedule.
- 3.8 The Faculty Association shall receive 1.4 FTE each semester of each academic year, to be assigned as the Faculty Association determines. The appropriate Vice President shall be notified of the assignment, in as timely a manner as possible to accommodate schedule preparation. One semester prior to the expiration of a contract through the semester in which the open contract is ratified and/or published (whichever is later), the Association shall receive 2.0 FTE each semester. This shall constitute "reasonable periods of release time" within the meaning of Government Code-Section 3543.1c. Upon request by the Association, the District may grant a reasonable amount of additional FTE to be assigned as the Association determines.
 - 3.8.1 In addition, the Association may purchase up to five (5) FTE (full-time equivalent), (150 LHE) per fiscal year to be assigned as the Association determines. The additional reassigned time will be billed as follows: Load factor 1.0 reassignments: Group IV, Step 2; assignments at load factor other than 1.0: Group II, Step 4. The District will invoice the Association by no later than the eighth week of each semester. Amounts billed on a timely basis will be due by the end of the fiscal year in which the reassignments are incurred. No amounts (if any) accrued prior to June 2000 will be invoiced.
 - 3.8.2 The Association shall notify the departments and the appropriate vice president of any change in assignment as soon as such a change in assignment is approved by the Association, and in time to allow the departments to staff resulting vacant assignments. The Association shall confirm the total schedule of District and Association-paid reassigned time at the beginning of each semester or intersession.
- 3.9 The District will make available to the Association office space of approximately 300 square feet on the main campus for the Association to lease from the District at the rental rate of \$300 per month.
- 3.10 The District will post the contract on the District's web page. In addition, upon request by an individual faculty member, the District will provide a printed copy of the contract. In addition, the District will provide the Association with up to 75 printed copies of the Agreement.
- 3.11 The District shall provide the Association with one copy of CCAF 311, CCAF 320 (annual financial reports made by the District to the State), and the District's annual audit at the time such reports are submitted to the Board or State authorities.

3.12 The Association shall have the right to sit on District-appointed committees in which faculty, administration and classified staff participate, and which impact or relate in any way to salary, benefits or working conditions of faculty.						
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ORGANIZATIONAL SECURITY AND DUES DEDUCTIONS

- 4.1 Unless expressly provided otherwise, every member of the unit shall, as a condition of continued employment, either become a dues-paying member of the Association, or pay the Association a service fee in an amount not to exceed the periodic dues and general assessments of the Association. The District shall inform all new academic employees of their obligations under this Article. Payment shall either be by payroll deduction, or by direct pay to the Association, in accordance with Association Constitution and By-Laws.
- 4.2 Each academic employee who is required to pay dues or service fees pursuant to Section 4.1 and who has not previously filed a payroll deduction form for Faculty Association dues, shall, within 30 days of her or his initial employment, either:
 - 4.2.1 File an appropriate payroll deduction form provided by the District authorizing and instructing the District to deduct from each salary warrant due the employee for services as an academic employee the sum necessary to meet the employee's financial obligation to the Association; or
 - 4.2.2 Enter into an appropriate agreement with the Association regarding compliance with this Article, which may include a reasonable fee for providing this service.

The payroll deduction form or a copy of the Agreement with the Association shall be filed with the District.

- 4.3 Upon receipt of a properly executed payroll deduction form pursuant to Section 4.1, the District shall forward a copy of the form to the Association and deduct from each salary warrant due the academic employee an amount determined by the current Association dues or service fee schedule.
- Together with the aggregate amount deducted from the payroll and payable to the Association, the District shall transmit to the Association an alphabetical list of academic employees who have had dues or service fees deducted from their salaries.
- 4.5 The District shall immediately notify the Association if any employee revokes a payroll deduction form required by Section 4.1.
- 4.6 Upon notifying the Association that an academic employee has revoked his or her payroll deduction or if such an employee has otherwise failed to comply with the requirements of this article, the District shall notify each employee that compliance with this article is a condition of continued employment as specified in Gov. Code Sect 3540.1 (k)(2). Such notice shall be sent to the employee by prepaid first class U.S. mail.
- 4.7 If any employee who has been sent the notice prescribed by Section 4.6 does not, within 30 days from the date of the notice, either authorize the deduction of dues, service fees, or scholarship contributions, or pay directly to the Association the full amount due for the academic year, the Association may pursue sums due in court, and the District agrees to comply with any court order, including garnishment of wages.
- 4.8 Notwithstanding any other provision of this article, any employee:
 - 4.8.1 Who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, may file an "Objection to Payment of Fees" under Section 4.9.
- 4.9 An "Objection to Payment of Fees" shall be filed in writing with the Association and the Vice President, Human Resources. The Association shall have the responsibility of determining the validity of such a filing, and shall hold the District harmless in any court action surrounding the validity of such an objection. The Objection shall include:
 - 4.9.1 For employees who qualify under 4.8, a statement signed by the employee identifying his or her religious affiliation and explaining the tenet or teaching under which this objection is made.
- 4.10 In lieu of dues or service fees, any academic employee who qualifies under Section 4.9 may pay monthly amounts equal to the service fee to one of the following: the Santa Monica College Associates, the Santa Monica College Foundation or any scholarship fund administered by the District. If the payments under this section are not made by payroll deduction, the Association may annually require the academic employee to provide proof of payment.

- 4.11 As provided in Government Code Section 3546.3, if any employee who qualifies under Section 4.8 requests the assistance of the Association in using the conciliation and grievance procedure set forth in Article 12, or in representing the employee in individual issues related to terms and conditions of employment, the Association may charge the employee for the reasonable cost of providing these services.
- 4.12 The Association shall indemnify and hold the District harmless from any and all costs, claims, demands, and lawsuits or other actions arising from the operation of this article.

AUTHORIZED ASSOCIATION ABSENCES

- Authorized representatives of the Association shall be released to attend non-District meetings relevant to the Association's functions as bargaining agent. A day shall be defined for tenured and probationary faculty as any duty day and for hourly faculty as any day when they have assigned classes. Such days will not count against a faculty member's leave bank.
- 5.2 Such absences shall be at no cost to the District. If substitutes are required, the Association shall be responsible for compensation, and such substitutes shall be selected through normal District procedures.
- 5.3 Under normal circumstances requests shall be processed through the usual administrative channels and shall be submitted at least one week prior to the date of the proposed absence. If adequate substitutes have been arranged by the department chair or appropriate academic administrator, the request may be submitted one day prior to the proposed absence.

FACULTY ASSIGNMENT AND LOAD

Outies of Assignment: The duties for all full-time faculty may include but are not limited to: classes taught at both on and off-campus locations; student office hours; preparing lectures or grading student assignments or tests; counseling, providing health services or library services; approved conferences and field trips; consultation with other faculty, the administration, and community members; interacting with students as a mentor, club advisor, or event advisor; maintaining subject matter currency through reading professional literature, participating in a professional association, publishing a book or article, presenting a workshop, completing a sabbatical or fellowship project, attending work-related workshops or conferences, or taking classes; participating in curriculum development by revising course outlines, developing new courses, or working with four year colleges to facilitate articulation; participating in institutional or assignment-based research; participating on a college committee, Academic Senate committee, Faculty Association committee, or task force; participating in peer review through service on a hiring committee, tenure evaluation committee, or evaluation of hourly faculty; or mentoring new faculty.

Participation in the above activities shall be documented as part of the regular self-evaluation process, using the form in Appendix J.

Faculty on partial contract shall be on campus and responsible for the duties specified above for periods of time prorated according to the proportion of contract held. These provisions do not apply to hourly rate faculty.

6.2 Work Week

- 6.2.1 General: "On campus" time shall include, but is not limited to, classes taught at both on and off-campus locations, student office hours, approved conferences and field trips, and consultation with other faculty, the administration and community members. These hours are exclusive of overload extra-pay assignments.
- 6.2.2 Full-Time Classroom Faculty, Counselors, Librarians, Health Services: Each full-time unit member shall be on campus or performing duties of her or his assignment, as set forth in Section 6.1, a minimum of thirty (30) hours per week in the regular college year.
- 6.2.3 Full-Time Child Care Faculty: Each Child Care teacher's assignment shall be eight hours per day for each day of her or his work year.

6.3 Work Year

- 6.3.1 Classroom Faculty and Nonclassroom Faculty. The standard work year is 175 days as specified under Article 11, Calendar. "Work year" for department chairs and other departmental leaders is defined in Article 22.
- 6.3.2 For purposes of the Agreement, "academic year" is defined as Fall and Spring Semesters; "fiscal year" is defined as Summer Intersession through Spring Semester.

6.3.3 Counseling faculty

a.

The service of regular tenured or probationary counselors may be needed during days not included in the faculty duty day calendar. In order to meet this need the following provisions will apply: The appropriate academic administrator, in consultation with the chair of the Counseling Department, will determine those non-duty dates on which counseling service is required and the number of counselors to be involved. These dates may include any non-duty days during the school year as well as any days in the last week of the school year but excluding holidays and Winter and Spring recesses. In addition, the appropriate academic administrator, in consultation with the chair of the Counseling Department, shall designate a "low load" period during which compensatory time may be taken.

- b. All counselors will be given an opportunity to volunteer to serve on one or more of the specified non-duty days in exchange for compensatory time off during the designated "low load" period. Each volunteer and his or her compensatory time request must be approved by the appropriate academic administrator.
- c. If all needed counselor time is not satisfied by approved volunteers, the appropriate academic administrator may draft counselors to serve as needed. The appropriate academic administrator shall attempt to make these mandatory assignments and the related compensatory time in the best interest of the counseling office and the counselors involved. Counselors drafted for service should be selected on a rotational basis which over time will require all counselors to share in the non-duty day assignments.
- d. Summer and Winter intersessions are specifically excluded from 6.3.c. However, counselors may be assigned to work the week preceding the start of Spring semester, as well as peak periods during the Fall and Spring semesters.
- 6.3.4 Full-Time Child Care Faculty: Each Child Care teacher's assignment shall be 185 days as related to the days students attend college classes, as arranged by the Child Care Teacher's immediate supervisor and the appropriate academic administrator.

6.4 Office Hours:

Full-time Classroom Faculty: For each unit member whose weekly contract teaching assignment is 12 to 16 WTH (weekly teaching hours) per week, four hours per week of the assigned total hours shall be devoted to office hours, regularly scheduled on at least three days of each week. Faculty members whose weekly contract teaching assignment is 17, 17.5, 18, or 19 WTH per week shall schedule three office hours per week, regularly scheduled on at least three days of each week. Faculty members whose weekly contract teaching assignment is 20 WTH per week shall schedule at least one office hour per week. Department chairs shall ensure that office hours are maintained in accordance with this Agreement. Office hours are not required of unit members paid on an hourly basis except as provided for in section 6.5.

- 6.4.1 Tenured and probationary faculty members of the mathematics department will schedule one hour per week in the math lab in lieu of one of their office hours unless the department chair authorizes four hours of office hours because it is impractical to be in the math lab. The department chair has the discretion to assign up to two hours of office hours in the math lab.
- 6.4.2 Electronic Office Hours: After consultation with the department chair or elected faculty leader regarding related student access issues, faculty may satisfy the requirements of this Section by utilizing Virtual Office Hours or other telecommunication applications.

6.5 Hourly Faculty:

- 6.5.1 General Provisions: Hourly faculty are Classroom and/or Non-classroom faculty who are hired under the provisions of Education Code 87482. *et al.* Hourly faculty assignments may not exceed 60% of a full-time assignment.
- 6.5.2 Office Hours: Effective with the Spring 2002 semester all part-time faculty with at least an assignment of 5 LHE within the following courses shall receive one paid office hour per week for sixteen weeks of each semester: ESL 10, ESL 11A and 11B, ESL 21A and 21B; English 81A and 81B, English 21A and 21B, English 22, English 1, English 2 and Mathematics courses for which there is not an assigned math lab component. The office hour shall be held in an office or appropriate instructional lab and shall be scheduled pursuant to section 6.4. Hourly faculty not paid for an office hour are not required to maintain office hours. In the event that the State discontinues the part-time faculty office hour program or fails to reimburse the District's claim for funding during any year of this Agreement, the paid office hour for the Mathematics courses shall be discontinued. The pay rate for one office hour for part-time faculty teaching a load factor one class as stated above, shall be calculated by dividing by 18 the amount in the appropriate cell of the faculty member's group and step placement on the Appendix B-2 salary schedule.

During the term of this Agreement, it shall be the responsibility of the Association to establish a research project to determine the effect of the office hours provided for in this section on student success. By no later than the Fall 2002 semester, the Association shall provide the District with a written statement as to the design of its research project. The Association shall provide the District with the results of its research by no later than the beginning of the Spring 2004 semester. The District shall assist the Association with its research project as may be requested by the Association.

As part of the research project, part-time faculty assigned an office hour pursuant to this section, shall be required to maintain a record of the number of students each semester the part-time faculty member met with during his/her assigned office hour. This information will be provided to the Department Chair, the Association and the District's Vice President- Academic Affairs.

6.5.3 Department Meetings: Hourly faculty employed for either the regular fall or regular spring semester shall attend at least one department meeting per semester as part of their semester assignment. If department meetings are always held at times that conflict with the faculty member's other employment, department chairs or the appropriate academic administrator may excuse the faculty member from this requirement.

Hourly faculty have the right to attend department meetings. Hourly faculty shall be notified by department chairs of department meetings concurrently with full-time faculty.

- 6.5.4 Employment Contracts: Sample contracts for hourly employment are shown in Appendix L, and cannot be changed without prior consultation with the Association. The Association shall be informed as to which contracts will be distributed as soon as the District has reached a decision, but in no event later than the first day of classes for the relevant semester or intersession. Payment for full semester assignments shall be calculated at 18 weeks times the weekly load for those paid as graded hourly faculty.
- 6.5.5 Assignment: Department chairs or the appropriate academic administrator shall inform hourly faculty of their tentative schedule for an upcoming semester at the earliest possible time. Any changes that occur to this tentative schedule shall also be communicated at the earliest possible time. Other issues pertaining to hourly faculty assignments are specified in section 6.6.
- 6.5.6 Associate Faculty: Any current part-time faculty member designated as an "Associate Faculty" shall continue to be covered under the provisions of former section 6.6.1. (See contract expired August 1998.)

Eligibility: For all part-time faculty employed prior to the Fall 2001 semester, beginning with the Spring 1999 semester, after five consecutive semesters of employment with the District, such part-time faculty shall be designated as "associate faculty" provided that the part-time faculty member has received at least one evaluation with a rating of satisfactory prior to June 2001 and has a satisfactory rating during each subsequent evaluation cycle during the qualifying five semesters and had an assignment of at least 5 hours per week.

Part-time faculty employed on or after the Fall 2001 semester after five consecutive semesters of employment with the District are entitled to be designated as an "Associate Faculty" provided that the faculty member has received an evaluation during each evaluation cycle with a rating of at least satisfactory and that for each of the five consecutive semesters the part-time faculty member was assigned at least 5 hours. The Vice President, Academic Affairs, at his/her discretion, may waive the 5 hour-per-week requirement.

Reemployment Right: Once a part-time faculty member satisfies the requirements for eligibility for status as an associate faculty, the part-time faculty member shall be re-employed as of the fall semester of any academic year for one year (Fall/Spring), with the number of assigned teaching or non-teaching hours for the academic year no less than the number of assigned teaching or non-teaching hours in the previous academic year. At the conclusion of each academic year, if the associate faculty member is to be rehired and continues to meet the eligibility requirements, he/she shall continue to be rehired for a period of one year, with the same level of academic assignment as in the previous academic year.

During any academic term, no more than 60% of the part-time faculty in any Department shall be designated as "Associate Faculty".

6.6 Assignment-General Provisions:

Classroom Faculty (Full-time and Hourly): Department chairs, after taking into consideration the preference of tenured, probationary and hourly faculty members, shall recommend assignments to the appropriate academic administrator. This provision does not imply that re-employment is guaranteed for hourly faculty. Hourly faculty may be required to make their preferences known on a different form, and at a different time than may be required of the tenured and probationary faculty. The academic administrator shall have final responsibility for assignments but shall make a reasonable effort to confer with the department chairs or their designated alternates if changes are to be made in the courses to be taught or the time schedules of those courses. Under normal circumstances, class assignments of tenured and probationary faculty shall be made between 8 a.m. and 3 p.m. on Monday, Tuesday, Wednesday, Thursday or Friday and may allow a week of 3, 4 or 5 scheduled teaching days.

When it is necessary in order to complete a full assignment, a faculty member may be assigned to any time during the regular day or evening schedule, but such an assignment should be made only under special circumstances. If tenured or probationary faculty members are required to teach an evening class as part of their contract load, they shall not be required to teach before 9:00 a.m. on the following day.

Counselors, Librarians and Health Services: Schedules, including but not limited to student contact, meetings, and preparation time, shall be authorized by the appropriate administrator after consultation with the faculty member.

6.7 Standards for Assignment and Load

1.

6.7.1 Classroom Faculty: A full load for a full-time faculty member shall be 15 Lecture Hour Equivalents (LHE). The LHE for each assignment shall be the product of the weekly teacher hours and the load factor. Load factors for all credit courses are listed in Appendix H, which is available in the Office of Academic Affairs, department offices, the District's Internet Home Page and the office of the Association. This Section may be reopened by mutual agreement in order to add new classes to Appendix H. When a new course is approved, the District shall provide the Association with an opportunity to discuss the load factor to be assigned to the course. Nothing in this section or Agreement shall require the District to reach mutual agreement with the Association prior to offering a new course.

- A joint District/Faculty Association Committee will be created to study and evaluate the existing load factor structure and recommend appropriate changes to the District and Faculty Association negotiating teams. The committee will consist of the Vice President, Academic Affairs, two additional District representatives appointed by the Superintendent/President, and three Faculty Association representatives. The Vice President, Academic Affairs and a Faculty Association representative will jointly chair the committee and shall make a report to the District and the Association regarding load by no later than the end of the Spring 2002 semester. The responsibilities of this body will include:
 - Developing definitions of load factors with respect to preparation factors, teaching requirements, and other relevant factors associated with various types of classes;
 - Recommending changes (including additions, deletions, and revisions) to the existing load factor structure based upon the load factor definitions developed;
 - c. Developing appropriate criteria for placement of existing courses into the revised load factor structure;
 - d. Conducting a systematic discipline-by-discipline review of all existing courses and, where appropriate, recommending load factor changes based upon the placement criteria;

- e. Developing a process by which the District and the Faculty
 Association will discuss the assignment, according to the
 agreed upon criteria, of load factors for new courses before
 they are added to Appendix H of the Agreement; and
- f. Recommending appropriate means of communication, both traditional and electronic, to ensure that Appendix H is regularly updated and made available to faculty members.

It is agreed that recent changes in load factor will not preclude any course from being reconsidered by this committee for a higher load factor. Furthermore, it is agreed that no courses will receive lower load factors than currently assigned to them as a result of the work of this committee.

Load factors have been assigned to classes on the assumption that the weekly hours assigned to the teacher (WTH) are equal to the weekly student contact hours. Exceptions to this general rule are indicated on the load factor list.

Under the compressed calendar, the weekly contact hours increase to 16.0 (e.g., a three hour class with a load factor of 1.0 will have 3.2 weekly contact hours). The total semester hours of teaching are the same under the traditional 18 week per semester calendar and the compressed calendar.

Assignments in Counseling, Advising, Disabled Students Program, EOPS, the Library, the LRC, Psychological Services, the Student Health Program, service in a position placed on the Added Responsibility Schedule, and any other assignments which do not involve meeting regularly scheduled classes shall have a load factor of .500. Under the compressed calendar, this may result in scheduled hours of 32 hours per week, and schedules may be flexed to meet the needs of both the District and the faculty member, but the annual schedule shall not exceed the 1,080 scheduled hours that would have been scheduled under the traditional 18 week per semester calendar. It is not the intent of this paragraph that thirty-two hours of student contact per week be scheduled for an individual faculty member. Schedules, including but not limited to student contact, meetings, and preparation time, shall be authorized by the appropriate administrator after consultation with the faculty member.

6.8 Overload Assignments:

An overload assignment occurs when a full-time classroom faculty is assigned a load greater than the standard 15 LHE as described in section 6.7. In the event that a full-time faculty member is assigned 3 or greater LHE in excess of 15 LHE, the faculty member shall be entitled to overload pay for the 3 or greater LHE in excess of 15 LHE or the faculty member may bank the overload LHE in accordance with Article 21, Banking of Assigned Load. In the event that a full-time faculty member is assigned fewer than 3 FTE in excess of the standard assignment of 15 LHE, the overload FTE will be banked in accordance with Article 21, Banking of Assigned Load.

The maximum number of hours of either classroom teaching or other duties paid at the overload rate which may be assigned to tenured or probationary faculty members is six (6) hours (WTH) per week. With the permission of the Vice President, Academic Affairs, exceptions to this policy may be made.

6.9 Adjustments to Assignment and Load

- 6.9.1 With the permission of the Vice President, Academic Affairs, an individual faculty member's load shall be adjusted for unusual class sizes or for special circumstances placing unusual demands on the instructor. The Association shall be notified in writing at the end of each semester or intersession of any adjustments under 6.9.1.
- 6.9.2 With prior agreement among the faculty member, the department chair and the Vice President, Academic Affairs or designee, oversized classes may be scheduled. The following enrollments for lecture classes will be credited with the listed factor times Weekly Teaching Hours.

Size	Load Factor
60-74	1.333
75-99	1.500
100-119	1.667
120-and up	2.000

With prior agreement among the faculty member, the department chair, and the Vice President or designee, oversized classes may be scheduled using the following enrollments for English composition classes:

30 + 1.500

All classes must have stated enrollment on census day to receive the oversized adjustment, except as provided for in 6.9.1.

The District will ensure that computerized class scheduling reflects the arrangement to accommodate an oversized class.

Exceptions to the load provisions set forth in this Article may be made by the appropriate Vice President when the faculty member, department chair and appropriate administrator all agree that the exception is in the best interest of the instructional program. The Association shall be informed and shall have the opportunity to inform the faculty member of agreement provisions regarding load before a final decision is reached. Such arrangements shall be non-precedent setting.

6.11 Class Size:

The maximum class size for every course shall be included in Appendix H. At the end of each semester, the District will update the list of maximum class size for all courses. By no later than the beginning of the next semester, the District shall provide the Association with an update to Appendix H. Department chairs shall recommend maximum class size to the appropriate academic administrator. The appropriate academic administrator shall have final responsibility for setting such maximums and shall make a reasonable effort to confer with department chairs or their designated alternates if changes are to be made. The Association shall, within five work days, be notified of any change in the maximum class size assigned to a course that results in an increase in the previously assigned maximum class size.

The minimum class size on opening day of each semester or session shall be eighteen (18) students. Exceptions to this guideline may be made by the administrator in consultation with department chairs. If there are no students enrolled in a class, it may be canceled at any time during the semester. If the instructor is hourly, no further compensation shall be paid after the date of cancellation. If the instructor is tenured or probationary, the LHE for the class shall be prorated for the length of the class. Any loss of LHE shall be balanced as indicated in Article 21, Banking of Assigned Load.

A reasonable attempt shall be made to consult with the faculty member concerned before a class is canceled. A tenured or probationary faculty member whose class is canceled shall be reassigned to another section in accordance with the provisions of section 6.6. When a class taught as an hourly rate overload of a tenured or probationary faculty member or taught by an hourly faculty member is canceled, no alternate assignment which displaces any other faculty member shall be made.

Added Responsibility Increments: Faculty members who are assigned the following tasks or leadership responsibilities shall receive an added responsibility increment as set forth in Appendix E-1. (Compensation for the Coordinators of Student Health Programs, Psychological Services and the Disabled Students Center is now addressed in Article 22.3) Other tasks or responsibilities may be added to this section upon agreement of the District and the Association. Additional compensation is also addressed in Appendix R.

Step 1 School Science Magnet Program

Step 2 Child Development Program, Special Programs for African-American Students, Latino Center, Environmental College, International Students Center, Scholars Program

Step 3 EOPS, Institutional Research, Corsair Advisor

6.13 Tenured, probationary and hourly faculty who are head coaches of intercollegiate sports classes, are assigned to the Added Responsibility Schedule as follows and will receive additional compensation as indicated in Appendix E-2.

Step 1 Head coaches of Cross Country, Soccer, Tennis, Volleyball, and Water Polo

Step 2 Head coaches of Baseball, Basketball, Softball, Swimming, and Track

Step 3 Head coach of Football.

If a head coach is assigned to Men's and Women's Teams simultaneously, he or she will receive 150% of the added responsibility increment for a single assignment.

Tenured, probationary, and hourly faculty who are head coaches or assistant coaches of an intercollegiate sport may be required to conduct preseason practice prior to the first duty day of the fall or spring semesters. The appropriate administrator, after consultation with head coaches, shall determine the number of days (or half days) of such preseason practice which must be conducted. All sports except football shall be limited to 5 half days of preseason practice.

FULL TIME HEAD COACHES

Coaching one sport:

9 WTH assigned to VAR PE class

4 WTH out-of-season recruitment

Coaching two sports (Fall/Spring): 9 WTH assigned to VAR PE class 4 WTH out-of-season recruitment

Coaching two sports (one semester): 12 WTH assigned to VAR PE class

6 WTH out-of-season recruitment

PART TIME HEAD COACHES

Coaching one sport:

9 WTH assigned to VAR PE class

4 WTH out-of-season recruitment

Coaching two sports:

9 WTH assigned to VAR PE class

4 WTH (Winter and Summer) for recruitment

RECRUITMENT

Coaching two sports (one semester):

- 9 WTH assigned to VAR PE class
- 6 WTH out-of-season recruitment
- 3 WTH Winter or Summer intersession recruitment

Faculty who are assistant coaches will be assigned Weekly Teacher Hours/stipend for their assignments as specified in Appendix R and will not be placed on the Added Responsibility Schedule. Tenured and probationary faculty who serve as Assistant Coaches will be assigned WTH as part of their contract load and will not be placed on the Added Responsibility Schedule. Full time faculty hired as assistant football coaches shall receive as added responsibility increment specified in Appendix E-2, Step 1, as long as they continue to coach. Assistant coaches not meeting minimum qualifications will receive the same stipend amount designated for assistant coaches.

ASSISTANT COACHING STIPEND:

\$2000 per assistant

NUMBER OF ASSISTANT COACHES:

Team with less than 10 participants:

Teams with 10-19 participants:

0 assistant

1 assistant coach

Teams with 20-29 participants:

Teams will receive an assistant coach for each 10 participants up to 70

2 assistant coaches 6 assistant coaches

Tenured and probationary faculty will be paid at their contract rate for preseason practice days. Hourly faculty will be paid six hours for full days and three hours for half days.

- Basketball is the one sport whose regular season, when the traditional 18 week per semester calendar is in use, 6.15 extends through the week between semesters, a period of up to 5 non-duty days. The coaches of men's and women's basketball shall receive one half day of compensation for each non-duty day in the week between semesters. Contract faculty will be paid at contract rates for this midseason time. This provision does not apply when a compressed calendar is in force and the coach has a winter assignment. Hourly coaches will receive 3 hours pay for each half-day.
- 6.16 Any current or new added responsibility position not on the Added Responsibility Schedule shall be negotiated as to its placement.
- 6.17 Reassigned Time and Intersession Task Assignments:

For purposes of this Agreement:

The term "reassigned time" shall be defined as the assignment of an alternative task or responsibility in lieu of a portion of a faculty member's customary classroom or non-classroom assignment during a fall or spring semester. The load factor for reassigned time shall be 0.5. (For example, 20% reassigned time = 3.0 LHE = 6.0 WTH at load factor 0.5.)

The term "overload task assignment" shall be defined as the assignment of a task or responsibility other than a faculty member's customary classroom or non-classroom assignment to be compensated as an overload.

The term "intersession task assignment" shall be defined as the assignment of a task or responsibility other than a faculty member's customary classroom or non-classroom assignment during an intersession.

The term "hourly task assignment" shall be defined as the assignment to a part-time faculty member of a task or responsibility other than the faculty member's customary classroom or non-classroom assignment.

The term "load increment" shall be defined as an adjustment to a full-time faculty member's LHE for participation in a special program(s). This is credited for the initial semester the faculty member teaches the course (except as provided for specified English classes). Part-time faculty receive a stipend for participation in special programs. Load increments may be granted for team teaching.

The District shall restore reassigned time at the level of reassigned time as expressed by LHE in effect as of the Fall 2000 semester. This provides for 66 LHE, per semester, which shall be assigned for faculty leadership responsibilities and for the Academic Senate. The District will continue to provide load increments for participation in special programs as determined by the schedule of classes.

The District retains the right to reassign faculty members up to a full contract load (15 LHE) in fall and spring semesters. No overload task assignment or intersession task assignment in addition to a 100% reassignment shall be implemented prior to written agreement with the Association.

All reassigned time, overload task assignments, hourly task assignments and intersession task assignments for faculty, the accounts and amounts charged, and funding sources for such assignments that are categorically funded or to be reimbursed shall be reported in writing to the Association by the sixth week of each semester or intersession. Dollar amounts charged to each reassignment, by account, will also be provided upon request. These assignments shall be listed in Appendix S of this Agreement.

6.18 Stipends:

Only performance of those tasks or responsibilities listed under Section 6.12 through 6.15 (Added Responsibility Increments) or included in Appendix R shall entitle a faculty member to payment of a stipend. Current stipends are listed in Appendix R.

A joint District/Faculty Association Stipends Committee shall meet at the beginning of each semester to review Appendix R and to review any proposed new stipend(s). The committee will consist of the Vice President, Human Resources, two additional District representatives appointed by the Superintendent/President, and three Faculty Association representatives. The Vice President, Human Resources and a Faculty Association representative will jointly chair the committee

A stipend for additional services not otherwise provided for under Sections 6.12 through 6.15 or listed in Appendix R shall not be paid, nor shall services be rendered, prior to agreement with the Association. The amount of such an agreed upon stipend, along with the associated tasks or responsibilities, shall then be added to Appendix R.

6.19 For each academic year of the contract, the District will fund up to five (5) fellowships at \$1500 per fellowship to be awarded following recommendation by the Sabbatical and Fellowship Committee to the Vice President, Academic Affairs. Fellowships shall be defined as a one semester project related to new course development, course materials development, for research related to teaching in the discipline or student services within the faculty member's area of discipline expertise.

EVALUATION

- 7.1 The District, represented by an appropriate administrator, retains responsibility for the evaluation and assessment of performance of each faculty member. Such responsibility shall be exercised in a manner consistent with the following procedural guidelines.
- 7.2 The evaluation process shall follow the administrative regulations (Appendix M, N, and O).
- 7.3 District and Association approval shall be required before changes to the evaluation process, as outlined in the Administrative Regulations, and/or changes to evaluation forms are made. If the District and Association deem it necessary, a joint District Administration and Faculty Association Evaluation Committee composed of three members from each group shall consult and attempt to agree upon procedures, objectives, standards, forms and assessment methods to be used for tenured, probationary and hourly faculty.
- 7.4 Techniques of evaluation may include observation, peer review, self-appraisal, and student appraisal, except that peer review must be used as a component of tenured, probationary and hourly faculty evaluation. Peer review is defined as input to the evaluation process by an academic member of the faculty.
- 7.5 Each evaluator shall be encouraged to make formal recognition of areas of exemplary performance on the part of the faculty member being evaluated in the written evaluation. Should the evaluator note specific deficiencies in the evaluation, reasonable assistance shall be provided the faculty member being evaluated in developing a plan to correct the deficiencies.
- 7.6 Upon completion of the written evaluation and prior to the time such evaluation is placed in the file of the faculty member being evaluated, the faculty member shall be provided an opportunity to meet with each evaluator and discuss the evaluation.
 - 7.6.1 The faculty member being evaluated shall be provided a copy of the written evaluation prior to the meeting.
 - 7.6.2 Each evaluator and the faculty member being evaluated shall sign the final evaluation as an indication that the meeting took place.
 - 7.6.3 The faculty member being evaluated shall be provided up to ten (10) days to prepare a written response to the evaluation. Such response shall be attached to the personnel file copy of the evaluation.
 - 7.6.4 A report of student evaluation shall be available to department chairs and appropriate academic administrators as an input to the overall evaluation process. No later than the second week of the semester following the semester the student evaluation takes place, the student evaluation report shall be returned to the faculty member. Student evaluation reports shall not be placed in the faculty member's personnel file unless requested by the faculty member.
- 7.7 The subjective decisions of the evaluators shall not be subject to Article 12, Grievance Procedures.
- 7.8 Evaluation forms (Committee/Department Chair Evaluation Report of Certificated Personnel and Certificated Personnel Evaluation Report) shall be found in Appendix T.
- 7.9 The procedure for evaluation shall be found in Appendix M, N, O and in Administrative Regulations pertaining to Human Resources.

SALARY AND PLACEMENT

8.1 Salary Schedules

Effective August 21, 2001 all salary schedules shall be increased by 3.87 percent. In addition, for the Probationary and Tenured Faculty salary schedule (Appendix A-1) and those salary schedules derived from Appendix A-1 (Appendices A-4, A-5 and B-1), the compressed steps (Steps 14-23) shall be adjusted to 50% of the normal step increment.

Effective with the beginning of the Fall 2002 semester all salary schedules shall be increased by the approved and funded State COLA. In addition, for the Probationary and Tenured Faculty salary schedule (Appendix A-1) and those salary schedules derived from Appendix A-1 (Appendices A-4, A-5, B-1 and B-2) the compressed steps (Steps 14-23) shall be adjusted to 75% of the normal step increment.

Effective with the beginning of the Fall 2003 semester all salary schedules shall be increased by the approved and funded State COLA. In addition, for the Probationary and Tenured Faculty salary schedule (Appendix A-1) and those salary schedules derived from Appendix A-1 (Appendices A-4, A-5, B-1 and B-2) the compressed steps (Steps 14-23) shall be adjusted to 100% of the normal step increment.

In addition to the salary increase stated above, effective August 21 2001, the District will allocate the total amount of money received from the State for part-time faculty compensation improvement as a percentage amount to be applied equally to each part-time faculty salary schedule. This amount will be applied prior to adjusting the salary schedules consistent with the salary increase effective August 21, 2001 for all other salary schedules. The new part-time salary schedules shall be in effect for the 2001-02 academic year and shall be included as Appendix B-2, B-3. In the event that the State does not continue to fund the part-time compensation program at the same level as in fiscal year 2001-02 for the fiscal year 2002-03, the previous salary schedules will be in effect. (See Appendix B-1, B-3). In the event the State continues to provide funds for part-time compensation, the District and the Association will meet and negotiate on how to expend any such dollars.

- 8.2 Initial group and step placement on the appropriate salary schedule shall be based on professional experience and training as determined in accordance with Appendices C-I, C-2 and C-3.
- 8.3 Step and group movement shall be determined in accordance with Appendix D.
- Tenured and probationary faculty members shall be paid their regular annual contract salary in ten equal monthly installments on the first of each month. However, if the first falls on a weekend or holiday, then payment shall be made on the next day the District's offices are open. The ten payments shall start on October 1. Additionally, if the calendar for Fall semester requires a starting date prior to September 1, full-time faculty may request to be paid an advance against their October check by submitting the proper paperwork to Human Resources prior to the first day of fall classes.
 - 8.4.1 In lieu of the payment arrangements described in 8.4, full-time faculty shall have the option of receiving 12 (twelve) equal payments on the first of every month, beginning August 1. Such an election shall be made during an annual enrollment period established and publicized by the District, and shall remain in force in 12-month increments until revoked in writing by the faculty member.
- 8.5 Hourly employees working a compressed 16-week semester assignment shall be paid in four installments each semester during the regular year. Payment shall be made on the last weekday of each month after the first month of the semester.
- 8.6 Unit members employed to teach on an hourly basis shall receive a minimum of two (2) weeks of pay for a graded class that is canceled after the class convenes. Hourly faculty who have unconditional employment contracts shall be compensated as stated in their contracts.
- 8.7 Graded hourly faculty members who taught graded classes during the spring and/or summer sessions of 1977 shall be placed no lower than Group III, Step 2 on the graded hourly faculty schedule, and shall be entitled to step advancement when the necessary weekly teaching hours have been accumulated.
- 8.8 Effective January 1, 1990, Nicholas DiCamillo shall have his salary fixed at an amount off the regular salary schedule. Annual increases for this employee shall be the same as the general increase to the regular salary schedule. In the event the employee qualifies for group movement, he shall receive the greater of the special placement or the point on the salary schedule for which he would qualify.
- 8.9 Department chairs and certain other departmental faculty leaders shall be paid on schedules reflecting their increased responsibilities and longer calendars. (Article 22 and Appendix A-4).

INTERSESSION ASSIGNMENTS, LOADS AND COMPENSATION

- 9.1 Department chairs, after taking into consideration the preference of tenured, probationary and hourly faculty members, shall recommend both partial and full assignments to the appropriate vice president. The vice president shall have final authority for such assignments, including the times and dates on which the assignments are performed. The appropriate vice president shall make a reasonable effort to confer with department chairs or their designated alternates if changes are to be made in courses to be taught, the times of those courses, or the schedule for non-teaching assignments.
- 9.2 For teaching assignments, a full intersession load will be defined as 6 LHE. ("LHE" is defined in 6.7.1. For sixweek intersessions, this results in a weekly assignment equal to 120% of a weekly assignment in a standard 18-week full semester.)

For non-classroom assignments, a full intersession load will be 5 LHE (180 hours). (For six-week intersessions, this results in a weekly assignment equal to that in a standard 18-week full semester.)

- 9.3 For teaching assignments, a percentage FTE will be computed by dividing the semester equivalent LHE (Weekly Teacher Hours X Load Factor, LDF) of the assignment by 6. For non-classroom assignments, an FTE assignment is defined as the total hours assigned divided by 180.
- 9.4 Regular Contract Intersession
 - 9.4.1 Unit members who are employed on a tenured, probationary, or temporary contract status in the preceding semester and whose teaching assignment is longer than four weeks will receive intersession pay rates for up to 100% FTE per fiscal year (Summer Intersession through Spring semester). Unit members who are employed on a tenured, probationary, or temporary contract status in the preceding semester and who have non-classroom assignments will receive intersession pay rates for the FTE assignment which they perform not to exceed one (1.0) FTE.
 - 9.4.2 All assignments not included in these provisions will be paid at hourly rate.
 - 9.4.3 A faculty member shall not receive more than one (1.0) FTE during intersessions at contract rates per fiscal year.
- 9.5 Intersession Assignment Compensation:

For intersessions, pay for both teaching and non-classroom assignments is computed as follows:

Pay = 15% x Annual Salary x FTE Assignment

Assignments during intersessions exceeding one (1.0) FTE per academic year will be paid at hourly overload rates.

- 9.5.1 When a course is offered for a number of weeks different from six, the course will be scheduled as closely as possible (subject to classes beginning and ending on the five-minute clock intervals) to meet for the same total hours as in the six-week day version. The FTE assignment and therefore the compensation for these courses will be the same as if the course had been scheduled for six weeks.
- 9.5.2 Annual Salary is the amount determined by the faculty member's placement on the preceding semester's probationary and tenured faculty salary schedule after adjusting for any applicable step movement, and any contractual pay adjustments. Added responsibility increments are not included in the computation of intersession daily rates.
- 9.5.3 Examples:
 - a. A faculty member who teaches a 5 LHE (5 WTH X LDF 1.0) math class in an intersession:

FTE Assignment = 5/6 = 83.33% Total Compensation = 83.33% x 15% x Annual Salary

b. For a faculty member who teaches two piano classes totaling 5.25 LHE (6 WTH X LDF 0.875) in an intersession:

FTE Assignment = 5.25/6 = 87.5% Total Compensation = 87.5% x 15% x Annual Salary

 For a librarian who is assigned 35 hours per week for five weeks in an intersession:

FTE Assignment = 175/180 = 97.22% Total Compensation = 97.22% x 15% x Annual Salary

- 9.5.4 Unit members employed to teach on an hourly basis in an intersession shall be paid a minimum of one week's pay for a graded, ungraded or Emeritus class that is canceled after the class convenes.
- 9.6 It is the right of the Association to call for a vote of the tenured and probationary faculty to cover six-week session earnings under Social Security. The District shall abide by the majority of such a vote.

FRINGE BENEFITS

- BASIC MEDICAL PLAN. Effective August 1, 2001 the District shall contribute \$353.50 tenthly toward payment of the premium of a medical plan selected by the full-time employee. The medical plan chosen shall be one of those offered by PERS under the Public Employees Medical and Hospital Care Act. This basic contribution by the District shall be increased August 1st each year by five percent (5%) of the previous year's premium for Kaiser Medical Plan two-party coverage.
 - 10.1.1 Those full-time faculty eligible for health benefits who can prove other health care coverage may elect to decline coverage by the District.

Any such faculty member will be paid \$2,000 per year; this money may be used for any purpose and will be taxable to the employee. This money will be paid one-half at the end of each semester in a lump sum payment. Once health benefits are declined, no change may be made during the benefit year unless authorized under PERS approved exceptions to open enrollment period elections.

Any faculty member who declines coverage MUST renew that declination each year during the open enrollment period and provide proof of continuing health coverage.

- 10.2 SUPPLEMENTAL BENEFITS PLAN. The District shall provide as a supplemental benefit plan for full-time employees an amount equal to the difference between the basic medical plan and the total cost of a medical, dental, and vision insurance care plan selected by the employee for the employee and his/her dependents.
- Probationary and tenured faculty employed less than full time shall receive a prorated share. The portion not paid by the District shall be reflected in the Supplementary Benefit Plan payment.
- 10.4 PERS medical plan premiums shall be converted from monthly to tenthly by multiplying the monthly rate established each August by 12 and dividing by 10. The resulting rate shall be used for payroll reporting purposes starting in October and ending in July. Actual enrollment dates and termination dates are to be as required by PERS on a twelfthly basis.
- 10.5 Hourly Employees
 - 10.5.1 Hourly employees who are members of the unit, who have been employed two previous semesters within the last six semesters, and as of Monday of the third week of the semester who have teaching assignments of five hours or more per week for the semester, or as of Monday of the fifth week of the semester are assigned the equivalent of five hours or more per week of a non-teaching assignment shall be eligible to receive Kaiser medical insurance. The District shall contribute an amount equal to the single-party Kaiser Health Maintenance Plan premium not under PERS. In lieu of the Kaiser plan, eligible employees may elect a composite dental or vision plan. Employees who lose non-District-provided coverage as a result of divorce or death of a spouse shall be allowed to change their election; otherwise changes to election of Kaiser or dental or vision plans are limited to the open enrollment period.
 - 10.5.2 In the event that during the college year a covered employee's load drops below the number of hours stated in 10.5.1 but is at least three hours per week during that semester, the employee's coverage shall continue through that college year, except in cases where the employee requests the reduction in load.

Effective with the fall 2000 semester, once a part-time faculty member becomes eligible for health benefits as set forth in section 10.5.1; if the part-time faculty member falls below the required 3 hours (except when a reduction in hours is voluntarily requested by the faculty member) he/she shall retain eligibility for at least two semesters.

- 10.5.3 This benefit does not apply to full-time employees of the District who teach overload classes.
- Tenured faculty members who retire from the District will be eligible to be covered under the PERS medical plan for retirees. Each year the contribution by the District shall equal the amount allocated for the Basic Medical Plan for active full-time employees as described in section 10.1, converted to a 12-month basis.

- As part of an early retirement plan, tenured faculty members who retire at or after the age of 55 years, and have at least 10 years of paid service with the District immediately prior to retirement, will participate until they are eligible to purchase or receive Medicare, in the supplementary benefit plan provided to active full-time faculty members and their dependents or domestic partner, as described in section 10.2.
- 10.8 "Retiree" shall be interpreted to include the surviving spouse or domestic partner of the retiree in the event the retiree dies while covered by this provision. If a spouse survives the retiree and is covered other than under the STRS unmodified option, the surviving spouse will receive benefits described in 10.6.
- 10.9 Faculty members hired after January 1, 1989, must have ten years of paid service with the District in order to be eligible for the District's retiree medical plan. In the case that this provision is in conflict with existing state law, it shall be held in abeyance.
- Bargaining unit members will be permitted to participate in IRS Code Section 125 plans. Seminars and enrollments shall be conducted each November for the forthcoming year. Times and dates for such seminars and enrollment period shall be convenient for faculty members and shall be approved by the Association. Timely notice will be provided by the District.
- 10.11 Faculty shall be allowed to audit up to two courses per year at Santa Monica College provided the instructor of the class agrees and a regular student is not displaced. Audit fees for the class shall be waived.
- The District will provide an opportunity for eligible employees to elect Medicare coverage as provided by Assembly Bill 265. The election must be made prior to June 30, 1995 and will be irrevocable. The District and the employee will each contribute 1.45% into Medicare coverage for those faculty who properly elect and are eligible for this benefit.

10.13 Life Insurance

- 10.13.1 The District will provide \$50,000 term life insurance coverage for each full-time faculty member during the period of his/her employment only. Life insurance policies will become effective on October 1, 1997.
- 10.13.2 A District-wide committee shall be formed to review proposals from life insurance companies. The Faculty Association shall have the right to appoint faculty to this committee. The District committee will present a recommendation to the Board of Trustees. The District reserves right to make final selection of the life insurance company to provide this life insurance benefit.

10.14 Domestic Partner Coverage: Health, Dental and Vision:

The District will fully implement the provisions of Chapter 588, Statutes of 1999, pertaining to domestic partner enrollment under PERS health plans offered by the District. In addition, the District will permit domestic partners to enroll as dependents under any non PERS health plan (e.g. Kaiser) and Dental and Vision. For purposes of enrollment in non PERS health, dental and vision plans, the definition of domestic partner will be as established pursuant to Chapter 588, Statutes of 1999. Domestic partners will be eligible for any benefits in the retirement period to which spouses or surviving spouses are eligible under the provisions of this Agreement.

CALENDAR

The District and the Association shall meet annually to negotiate academic calendars for at least the next two fiscal years. If agreement on a calendar cannot be reached, a calendar as close in structure as possible to the 2001-2002 calendar will be set by the District.

Calendars shall comply with all requirements of AB 1725 and Title 5.

The 2001-2002 calendar will consist of the following:

Summer Session June 18-August 9 (6 Weeks Day, 8 Weeks Evening)
Fall Semester August 21-December 18 (16 Weeks + Flex Days)
Winter Session January 7-February 14 (6 Weeks)
Spring Semester February 19-June 18 (16 Weeks + Flex Days)

The 2002-2003 calendar will consist of the following:

Summer Session June 24-August 16 (6 Weeks Day, 8 Weeks Evening)
Fall Semester August 20-December 17 (16 Weeks + Flex Days)
Winter Session January 6-February 13 (6 Weeks)
Spring Semester February 18-June 17 (16 Weeks + Flex Days)

The 2003-2004 calendar will consist of the following:

Summer Session
Fall Semester
Winter Session
Spring Semester

June 23-August 15
August 19-December 16
January 5-February 12
Spring Semester

June 23-August 15
(6 Weeks Day, 8 Weeks Evening)
(16 Weeks + Flex Days)
(6 Weeks)
(16 Weeks + Flex Days)

A flex calendar will be established using nine (9) days for flex. All faculty, classroom and non-classroom, will participate in flex days. For hourly faculty, the number of flex days will be prorated. Hourly faculty will be encouraged but not required to fulfill their flex days through the institutional and departmental days rather than individual days.

The nine (9) flex days will include two (2) institutional days, three (3) departmental days, and four (4) individual days. The content of flex days is not subject to grievance.

Monitoring content of individual flex days shall be the responsibility of the department chairs. Appeal of a decision by a chair will be to the appropriate academic administrator.

Monitoring content of institutional and departmental flex days shall be the responsibility of the Professional Development Committee of the Academic Senate.

The calendar will be compressed so that the normal load will be 156 days of teaching in addition to the nine flex days. In order to meet the STRS requirement of 175 days per work year for all faculty, five (5) Saturdays in each semester shall be designated as workdays for faculty on the compressed calendar.

^{11.2} Submission of Grades: Faculty members shall be required to submit all grades by no later than one calendar week from the last date of the semester or intersession or for six or eight week classes by no later than one calendar week from the last day of the class. The Faculty Association will assist the District in reminding Faculty members of their obligation to turn in grades within the time frame provided in this section.

The District and the Association, with participation from the Academic Senate, will form a study committee to explore modifying the current calendar with respect to the days designated as finals week. By the end of the Spring 2002 semester, the study committee will propose recommendations to the District and the Association.

GRIEVANCE PROCEDURE

12.1 Definition

- 12.1.1 A "grievance" is an allegation by a unit member that he/she has been adversely affected by a violation, misinterpretation, misapplication of any of the specific provisions of the Agreement, or by the Association that it has been adversely affected by a violation of any of the specific provisions of this Agreement that apply to the rights of the Association, or by the Association that three (3) or more members of the unit in substantially similar positions have been adversely affected by a violation of the same specific provisions of this Agreement.
- 12.1.2 A "grievant" is a member of the unit who pursues a grievance, or the Association which pursues a grievance within the parameters set forth in section 12.1.1.
- 12.1.3 A "day" is any faculty duty day during the fall and spring semesters, plus all days on which the District administrative offices of the Santa Monica Community College District are open for business between the end of the spring semester and the end of the six-week summer session. By prior, written, mutual agreement, the days between the beginning of winter intersession and the end of the winter intersession may also count for a specific grievance.
- 12.1.4 A "conferee" is any person whom either party wishes to have as an adviser.
- 12.1.5 The "immediate supervisor" is the academic administrator having direct responsibility for the supervision of the employee. When the Association is the grievant, the immediate supervisor will be the vice president who has immediate jurisdiction over the subject covered by the grievance or the Vice President, Human Resources.

12.2 Informal Procedure

- 12.2.1 The grievant shall attempt to informally resolve the grievance. The grievant and his/her immediate supervisor or supervisor's designee shall make a good faith attempt to settle the grievance by resorting to an informal conference. Either party may have a conferee present.
- 12.2.2 If the grievant is not satisfied with the decision rendered by the immediate supervisor, or if no decision is rendered within five (5) days of the informal conference, the grievant may proceed to the formal grievance procedure. In any case, the formal grievance procedure form must be filed within the thirty (30) days described in section 12.3.1.
- 12.3 Formal Procedure (see Appendices G-l, G-2, G-3 and G-4 for approved forms available in the Human Resources Office)

Level One - Immediate Supervisor Decision

- 12.3.1 If the grievant is not satisfied, said grievant shall complete and file a District Grievance Form within thirty (30) days after the grievant knew, or by reasonable diligence could have known of the most recent condition upon which the grievance is based. This form shall require a clear, concise, written statement of the grievance, including specific provisions of the Agreement alleged to have been violated, misapplied, or misinterpreted, the circumstances involved, the specific remedy sought, and the decision (if any) rendered at the informal conference. A copy of said form shall be delivered to the appropriate administrator or designee and to the leader of the Faculty Association Professional Rights and Responsibilities Committee.
- 12.3.2 Any grievance which is rejected due to an allegation that it has been untimely filed is directly appealable on that issue alone to the Superintendent/President or designee within ten (10) days from the time the grievant receives notice of said rejection. The appeal shall be in written form and include a clear, concise statement of the basis for the appeal.

The Superintendent/President or designee shall communicate in writing the decision reached within five (5) days. If the Superintendent/President or designee fails to respond within the time limits provided, or the grievant is not satisfied with the response, the grievant may proceed to arbitration in accordance with section 12.3.8 on this issue alone.

The non-prevailing party at the arbitration hearing shall bear all reasonable expenses for said hearing notwithstanding section 12.3.8(c).

- 12.3.3 Within ten (10) days after receiving the grievance, the immediate supervisor or designee shall meet with the grievant. Within these ten (10) days, and prior to the conference, the grievant may file an amended grievance form with the appropriate vice president or designee. Either party to this conference may have a conferee present if a minimum of two (2) days notice in writing is given to the other party.
- 12.3.4 Within ten (10) days from the time of the conference, the immediate supervisor or designee shall provide a response in writing to the grievant, to the leader of the Faculty Association Professional Rights and Responsibilities Committee, and the Vice President, Human Resources or designee.
- 12.3.5 If the grievant does not elect to appeal the decision pursuant to section 12.3.6, the Association or the District may, within ten (10) days of the rendering of said decision, unilaterally declare it non-precedent setting by filing written notice with the other party or designee.

Level Two

12.3.6 If the grievance is not resolved at the formal conference, the grievant may, within ten (10) days after receipt of the immediate supervisor's or designee's written response, submit an appeal on the appropriate form to the Superintendent/President or designee. The statement of appeal shall include a copy of the original grievance, the decision rendered by the immediate supervisor, and a clear, concise statement of the reasons for appeal.

Alleged violations not presented at the formal conference may not be introduced at the appeal. The scope of the appeal shall be confined to the issues and evidence adduced at the formal conference with the immediate supervisor.

The Superintendent/President or designee may meet with the grievant and shall communicate in writing the decision to the grievant no later than ten (10) days after receipt of the notice of appeal. If a meeting is held, the Superintendent/President or designee has an additional five (5) days to file a written response; if no meeting is held, the written response shall be filed within ten (10) days of the filing of the Level Two appeal.

Either party to the conference may have a conferee present if a minimum of two (2) days notice is given in writing to the other party.

If the Superintendent/President or designee does not respond within the time limits provided, the grievant may proceed to arbitration.

12.3.7 If the thirty-day time limit within which to file a formal grievance with the appropriate academic administrator extends beyond the last scheduled work day for the spring semester, the grievant and the appropriate administrator or designee may, by mutual agreement in writing, extend the time limit for the grievant to file said claim. In no event shall the time limit be extended beyond the end of the third week of the ensuing fall semester.

Level Three - Arbitration

12.3.8

a.

If the grievant is not satisfied with the decision at Level Two, or if the grievant elects to invoke the arbitration provision of section 12.3.2, the grievant may, within five (5) days after the decision by the Superintendent/President or designee, request in writing that the Association submit the grievance to arbitration. A copy of this request shall be given to the Vice President, Human Resources. The Association, by written notice to the Vice President, Human Resources, within fifteen (15) days after receipt from the grievant, may submit the grievance to impartial arbitration.

- b. If arbitration is requested, the grievant and the District shall attempt to agree upon an impartial arbitrator. If no agreement can be reached, they shall request the California State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in community college matters. Each party shall alternately strike a name until one name remains. The remaining panel member shall be the impartial arbitrator. The order of the striking shall be determined by lot.
- c. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- d. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted, and provide an appropriate remedy. If the Parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. If any question arises as to whether or not the grievance is arbitrable, the question must be ruled upon by the arbitrator prior to hearing the merits of the grievance.
- e. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement.
- 12.3.9 The decision of the impartial arbitrator shall be binding on the parties.

RIGHTS OF THE BOARD OF TRUSTEES

13.1 The Board of Trustees on its own behalf and on behalf of the electors of the District retains and reserves without limitation all powers, authority, and rights conferred upon it by the laws of the State of California except as limited and agreed to in a specific article or section of the Agreement. The Board of Trustees may legally delegate or assign certain powers, authority, and rights to the Superintendent/President. Neither the exercise in a particular manner of any right herein reserved to the Board of Trustees nor the non-exercise of any such right shall be deemed to be a waiver of the Board of Trustees' rights, nor shall such exercise of rights preclude the Board of Trustees from exercising the right in a different manner.

SCOPE OF AGREEMENT

- 14.1 This Agreement shall constitute the full and complete commitment between both Parties.
- During the term of this Agreement, the District shall consult with the Association prior to taking any action to adopt a policy or procedure within the scope of the Act. The Association expressly waives the right to negotiate and agrees that the District shall not be obligated to negotiate with respect to any subject not covered in this Agreement.
- 14.3 The Parties agree to limit the scope of this Agreement so that the District may continue the past practice of conferring with the Santa Monica College Academic Senate on matters now included in the Act and not covered by this Agreement. In addition, this Agreement may explicitly direct the District to confer with the Academic Senate. Prior to any consultation with the Academic Senate on matters within the scope of bargaining, the District shall notify the Association of the topic(s) to be discussed with the Academic Senate.
- 14.4 No item included in this Agreement shall be altered, changed, added to, deleted from, or modified except through the voluntary and mutual consent of the Parties in a written and signed amendment to this Agreement.
- 14.5 This agreement may be reopened for amendments to the contract at such time as the study committees have reached agreement and made recommendations to the District and the Association.

SAVINGS PROVISION

- 15.1 If any provisions of this Agreement are held to be contrary to law by the court of law, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of the Agreement shall continue in full force and effect.
- 15.2 If any provision of this Agreement is in conflict with any Federal or State laws, regulations or Executive Orders, then those provisions of law or rules shall prevail. All other provisions or applications of this Agreement shall remain in full force and effect.
- When the Agreement requires action by a stated administrative position, it is understood that the title for the position may be changed without amending the Agreement.

FACULTY SERVICE AREAS

- 16.1 The term "faculty service area" means a service or instructional subject area or group of related services or instructional subject areas in which service is performed by faculty. The term "eligibility criteria" refers to criteria by which a faculty member is deemed competent to render service in a faculty service area.
 - 16.1.1 A faculty service area is hereby established for each discipline on the California Community College Board of Governors List of Disciplines.
 - 16.1.2 Faculty service areas and the bumping rights within them shall take effect only in the event of a college-wide reduction in force or program deletion, which results in the dismissal of tenured or probationary faculty members. In the event of the elimination of a program in which faculty members can be reassigned to other areas of the college through the normal reassignment process (as defined in the SMC Equivalency Process), faculty service areas and bumping rights through seniority do not apply.
- 16.2 The joint Faculty Service Areas Committee shall be constituted and meet whenever changes in faculty service areas, District competency criteria, or the qualification process are to be considered.

The District Faculty Service Areas Process is hereby incorporated into this Agreement as Appendix I.

LEAVES OF ABSENCE

17.1 General Provisions

- 17.1.1 A leave of absence is an authorization for an employee to be absent from duty, generally for a specific period of time and for an approved purpose.
- 17.1.2 A leave protects the employee by holding a place for such employee in the District until the leave expires, with the right to return to the District in the same position.
- 17.1.3 Only tenured personnel may be granted the following long term leaves: opportunity leaves, travel leaves, or sabbatical leaves.
- 17.1.4 Probationary, tenured and hourly personnel are eligible for the following leaves: sick, bereavement, industrial accident and illness, personal necessity and jury duty. Tenured and probationary faculty are also eligible for the following leaves: military, child-rearing, study, personal and family.
- 17.1.5 Leave requests will be considered if they do not create a hardship for the College.
- 17.1.6 Emergency, long-term personal and necessity leave requests will be considered on an individual basis. Return to duty from an emergency leave, other than short-term illness or injury leaves shall only be at the start of an academic semester or intersession unless positions are available at other times and it is in the best interest of the District. Return to duty at the start of an intersession may not be guaranteed.
- 17.1.7 Faculty on leaves of absence must notify the Human Resources Office by February 15 preceding the next academic year whether they will resign, request an extension of their leave, or return to their assignments at the start of the next academic year. Leaves will normally be granted on a one-year basis unless the granting of the leave is in the best interests of the District or exceptional circumstances arise.
- 17.1.8 All leaves for more than one month, except for medical leaves, must be approved by the Board of Trustees.
- 17.1.9 All leaves for less than one month must be approved by the Superintendent/President or designee, or the Board of Trustees.
- 17.1.10 Board approved leaves shall not count toward acquisition of tenure, but approved leaves do not constitute a break in continuity of service.
- 17.1.11 Faculty who take an unpaid leave will be allowed to remain on continued coverage at their own expense pursuant to the terms of applicable health, dental and vision insurance plan, provided they pay the premiums on a tenthly basis, or as required.
- 17.1.12 Immediately upon return to work, the employee shall complete the appropriate District form and submit it to his/her immediate supervisor.
- 17.1.13 Full-time faculty: Department Chairs will receive payroll sheets on a tenthly basis that will indicate the sick leave status for each full-time faculty member in the department. Human Resources will send each Department Chair, with distribution of the tenthly payroll sheets, a written reminder that they are to notify each full-time faculty as to their current sick leave status. Copies of the payroll reports indicating sick leave status will be sent to the Association at the same time the reports are sent to the Department Chairs.

Full-time faculty with Overload Assignments: Faculty members with overload assignment will be notified of their sick leave status on the date of the first pay period for each semester or session. A reporting form indicating the faculty member's sick leave status will be included in the faculty member's first paycheck of each semester/session. The reporting form will indicate the amount of accrued sick leave, any sick leave used in the previous semester/intersession in which an overload was assigned, and a brief explanation of how sick leave is calculated.

Part-time and Emeritus Faculty: For part-time and emeritus faculty the District will provide notice of the faculty member's sick leave on the date of the first pay period of each semester or session. This will be accomplished by placing in each part-time and emeritus faculty member's paycheck at the time stated above a form indicating the amount of accrued sick leave, any sick leave used in the previous semester or session in which the faculty member was assigned, and a brief explanation of how sick leave is calculated.

17.1.14 Faculty members on a paid leave of absence shall receive salary and health and welfare coverage and retirement credits the same as if they were not on leave. Paid leaves will be granted for personal emergency and necessity, to a maximum of seven (7) days per year, and for illness, to the extent of the employee's accumulated sick leave. Paid leaves for sabbaticals, military and industrial accident leaves must be Board approved. The Board may also approve other paid leaves.

17.2 Sick Leave

- 17.2.1 The purpose of sick leave utilization shall be for physical and mental disability absences which make attendance impractical, or for legally established quarantine.
- 17.2.2 Subject to other specific District policies, full-time faculty who are employed full-time for 2 semesters shall be entitled to 10 days of leave of absence annually with pay for illness or injury
- 17.2.3 Earned but unused sick leave shall be accumulated from year to year.
- 17.2.4 Temporary contract faculty and those employed less than 10 months shall receive a proportionate share of sick leave based on length of assignment.
- 17.2.5 Faculty employed on partial contract shall be entitled to a proportionate amount of sick leave.
- 17.2.6 Sick leave is not credited to faculty on sabbatical leave.
- 17.2.7 Faculty elected on a one-semester full-time contract basis shall be granted five days sick leave for that period.
- 17.2.8 Hourly faculty shall be entitled to sick leave at the rate of six hours for each one hundred hours of teaching service. All faculty working during summer or winter intersession shall accrue sick leave at the hourly rate.
- 17.2.9 Faculty who teach overload hours, or summer or winter intersessions, shall accrue sick leave at the hourly rate. Hours accrued in this manner will be accumulated in an hourly sick leave bank. Six hours shall be equivalent to one day. Overload and intersession absences will be deducted from the hourly sick leave bank until it is exhausted. Intersession absences in excess of the hourly bank will be deducted from the regular sick leave bank.
- 17.2.10 Accumulated sick leave may be used during the regular academic year or during intersessions when employed.

Sick leave accumulated in other California school districts shall be credited to all academic employees of the District as provided in Education Code Section 87782 and 87783.

As provided in Education Code Section 22717 members of STRS Defined Benefit Program are entitled to additional service credit for unused sick leave at retirement.

Every six hours of accumulated unused hours of sick leave shall be equivalent to one day of unused sick leave, subject to STRS interpretation and regulation.

17.2.11 Faculty members who do not complete an academic year due to verified illness or maternity leave will not be required to repay the District for advanced sick leave days used but not earned.

- 17.2.12 Sick leave shall not be transferable from one faculty member's accumulated balance to that of another faculty member except under the provisions established in Board of Trustees Policy 4154, Catastrophic Illness/Injury Leave Donation, herein incorporated as Appendix P. Contribution to and use of this pool is voluntary and not subject to grievance under this Agreement.
- 17.2.13 Faculty members who resign during the college year or go on personal or opportunity leave and have used more sick leave days than they have earned or accumulated shall have the appropriate amount-pro-rata amount deducted from his/her final warrant.
- 17.2.14 The Board of Trustees, the Superintendent/President or designee, or the District Physician may require a medical verification statement from any academic employee who is absent due to illness or injury. Such requests may be made to determine fitness to return to work. Requests will be made on a timely basis.
- 17.2.15 Faculty members who have used all accumulated sick leave entitlement may petition for extended illness or injury leave with pay for a period not to exceed five school months. The term "five school months" as specified in Education Code Section 87780 is interpreted to mean five consecutive school months of 20 days each commencing after all current year sick leave is exhausted. Such pay shall be the difference between the academic employee's pay and that of a substitute. A written request is to be submitted to the Human Resources Office, accompanied by a verified medical report from the doctor, stating that to return to the faculty position would impair the person's health.
 - 17.2.15.1 The doctor's verification form shall be provided by the Office of Human Resources.
 - 17.2.15.2 Petitions for this leave must be approved by District Physician, the Superintendent/President or designee, and the Board of Trustees.
 - 17.2.15.3 If at the end of the five school month maximum period, the employee is not able to return to work without restrictions, the employee shall be placed on a leave of absence without pay. (See 17.10)
 - 17.2.15.4 Additional medical reports and physical examination may be required within reason during this leave at the discretion of the Superintendent/President or designee, the Board of Trustees, or the District Physician.
- 17.2.16 In no event shall the use of differential pay, when coordinated with Industrial Accident or Illness Leave days, remaining sick leave days, and/or accumulated vacation days, exceed five calendar months in any school year.
- 17.2.17 If requested to do so by the District, an employee who is returning to work and who has been absent five consecutive days or more, shall provide, at his/her expense, a statement from a medical doctor or licensed practitioner stating the reason for the absence and indicating an ability to return to his/her position classification without restrictions or detriment to the employees physical and emotional well-being. In addition, the District may require the above statement for a period of absence of less than five days but in such case the District, rather than the employee shall bear the cost of such examination. In the latter case, the employee shall have the option to choose between his/her own or the District's physician and the District shall provide release time for such purpose. Immediately upon return to work, the employee shall complete the appropriate District form and submit it to his/her immediate supervisor.

When the District has reason to believe that there has been an abuse of leave privileges, the District may require the employee to verify a leave of absence. In the case of sick leave absence, the District reserves the right to require verification by a physician if it is deemed necessary by the District.

- 17.2.18 Pregnancy, miscarriage, childbirth, or recovery therefrom shall be treated as a temporary disability for which illness leave may be utilized. The date of commencement of absence from and return to duties because of pregnancy, miscarriage, childbirth, or recovery therefrom shall be determined by the employee and the employee's physician. The physician's verification for the commencement of absence from duties and resumption of duties shall be based on the employee's medically determined ability to perform assigned duties.
- 17.2.19 Faculty sick leave shall be charged one sick day for each day missed. If an unscheduled day (or days) falls between two scheduled days on which a faculty is absent due to illness, such a day(s) will also be charged against the faculty member's accumulated sick leave bank, unless the faculty member was performing duties of their assignment (see 6.2).

For example, if a faculty member with a four-day (Monday, Tuesday, Wednesday, Thursday) schedule is absent on Thursday, but works on the following Monday, his/her sick leave bank is charged for one day of absence. If the faculty member is absent Thursday and the following Monday for the same illness, the sick bank is charged for three days of absence.

17.2.20 Utilization of paid leave provision under this article for whole or half days shall be deducted from an employee's leave entitlement whether or not a paid substitute was employed to replace the employee on leave.

17.3 Bereavement Leave

- 17.3.1 Faculty members shall be allowed necessary leave of absence not to exceed three days, or five days if travel in excess of 300 miles is required, because of the death of any member of the immediate family (see 17.12.1). No deduction shall be made from the salary of such employee, nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the District.
- 17.3.2 Bereavement absence is not applicable when an employee is on sick leave, any leave of absence, college holidays, or periods not covered by yearly contract.
- 17.3.3 Faculty members may take bereavement leave even if bereavement immediately precedes or follows allowable absences.
- 17.3.4 Notification of bereavement absence is to be made to the Human Resources Office through the appropriate administrator.
- 17.3.5 Additionally, the Superintendent/President may grant bereavement leave to faculty who express a desire to attend the funeral of a member of the college community.

17.4 Industrial Accident and Illness Leave

- 17.4.1 Industrial accident and illness leave shall be granted to employees in accordance with provisions of Article 4, California Education Code; for injury or illness incurred within the course and scope of the employee's assigned duties.
- 17.4.2 All reports of illness or injury that might possibly fall into the category of the category of industrial accident and illness must be filed with the Office of Administrative Services within 24 hours of the occurrence of such an illness or injury.
- 17.4.3 Allowable leave shall be for not more than the equivalent of sixty (60) working days in any one fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the employee shall be allowed to use only the amount of leave remaining from the previous fiscal year.
- 17.4.4 Industrial accident or illness leave shall commence on the first day of absence and shall be charged by one day for each day of authorized absence, regardless of a temporary disability indemnity award.

17.5 Personal Necessity Leave

- 17.5.1 Seven days of absence earned for sick leave annually under section 17.2 of this article may be used by the employee at his/her election in cases of personal necessity on the following basis:
 - 17.5.1.1 the death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 17.3.1 of this article;

- 17.5.1.2 is a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family;
- 17.5.1.3 when resulting from an appearance in any court or before any administrative tribunal as a litigant or party;
- 17.5.1.4 to attend the funeral of a close friend or a member of the faculty member's family other than the immediate family;
- 17.5.1.5 parental and/or grand parenting leave at the time of the birth or adoption of children;
- 17.5.1.6 observance of religious holidays of the faculty member's faith:
- 17.5.1.7 natural disasters such as earthquakes, fires or floods, which conditions make it impossible for the faculty member to be present at his/her workstation.
- 17.5.1.8 Four of the seven days provided for in section 17.5.1 may be used by a faculty member for matters of compelling personal importance which cannot be accomplished other than during the faculty member's regular assigned working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.
- 17.5.2 Faculty members may submit additional requests for items of personal necessity other than those listed above to the Superintendent/ President or his/her designee. The Superintendent/President or his/her designee shall be the final authority in terms of the appropriateness of granting a personal necessity leave for any reason other than those listed above.
- 17.5.3 All absences authorized for personal necessity must be verified to the Superintendent/President or designee for approval.
- 17.5.4 Absences of a personal nature in excess of seven days a year must be taken as personal unpaid leave.

17.6 Jury Duty Leave

- 17.6.1 Faculty members absent due to mandatory court appearances, except as a litigant, shall be paid their regular salaries during such absences, and all jury or witness fees are to be signed over to the District.
- 17.6.2 If such jury or witness fees are greater than their regular daily wages, faculty may retain the fee if they request personal leave without pay for that period of absence from duty.
- 17.6.3 Verification of jury duty or subpoena must be presented to the Vice President, Human Resources before the date such duty is to begin.
- 17.6.4 Any meal, mileage, and/or parking allowance provided to faculty for jury duty shall not be considered in the amount received for jury duty.

17.7 Military Leave

- 17.7.1 A faculty member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 17.7.2 Time on military leave does not count toward acquisition of tenure.

17.8 Child-Rearing Leave

- 17.8.1 A faculty member, who is the natural or adoptive parent of a child, shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child for a specified period immediately after convalescence from maternity or immediately after completion of appropriate adoption papers.
- 17.8.2 A faculty member may be granted child-rearing leave for up to one year beyond the period of time granted under 17.8.1 or 17.9.1. A faculty member will return to service at the beginning of a semester or intersession, unless it is in the interest of the District and the desire of the faculty member to return to work at an alternative starting date.
- 17.8.3 A faculty member does not qualify for illness or sick leave benefits while on child rearing leave.

- 17.8.4 The time a faculty member is on child-rearing leave does not count toward the acquisition of tenure.
- 17.8.5 This leave provision is in addition to an employee's entitlement for leave during the period of disability related to an employee's pregnancy and to such entitlement to leave under Family Leave, Section 17.9

17.9 Family Leave

- 17.9.1 Unpaid family leave of up to one semester during any twelve-month period shall be granted to tenured and probationary faculty who have completed at least one year of full-time service, for the following purposes:
 - 17.9.1.1 Caring for the spouse, or domestic partner, or a son, daughter or parent of the faculty member if such person has a serious health condition as defined under the Family and Medical Leave Act of 1993.
 - 17.9.1.2 Caring for his/her child after birth of the child.
 - 17.9.1.3 Caring for his/her child immediately after completion of appropriate adoption or foster care papers.
 - 17.9.1.4 Caring for a serious health condition that makes the faculty member unable to perform his or her duties.
- 17.9.2 Faculty members on family leave will receive health and welfare coverage the same as if they were not on family leave.
- 17.9.3 Extensions of family leave may be granted under the provisions of 17.10.3.
- 17.9.4 Family leave shall be paid at the full rate or pro-rata for full-time faculty members who elect to use their overloads banked under Article 21. Faculty members may be required to utilize accumulated sick leave for all or a portion of the faculty member's Family Leave.
 - 17.9.4.1 Partial pay may be granted a faculty member under the banking provisions of this contract; pro-rata pay shall be granted only for contracts greater than or equal to 60%.
- 17.9.5 Partial and/or discontinuous leaves of absence for reasons in Section 17.9.1 may also be granted.
- 17.9.6 Family Leave shall begin on the first day of absence with the exception of family leave pursuant to section 17.9.1.2 shall begin after the faculty member has utilized all available paid leave and/or pregnancy disability leave.

17.10 Unpaid Personal Leave of Absence

- 17.10.1 The District may, in its sole discretion, grant a leave of absence without pay to probationary and tenured faculty. Within five working days from the date of the Board action, Human Resources will provide the faculty member requesting a leave pursuant to this section with written notice of the approval or disapproval of the leave request.
- 17.10.2 Personal leaves shall be in the best interest of the District, and may be granted when the withholding of such a leave would work an undue hardship upon the faculty member requesting the leave.
- 17.10.3 Personal leaves will be granted in one or two semester increments and except for emergencies shall start at the beginning of an academic semester. Extension of family leave and opportunity leaves are covered under this provision.
- 17.10.4 A faculty member on unpaid leave of absence for personal reasons may continue to participate in the health and welfare benefits at his/her option, as provided for in 17.1.11.
- 17.10.5 Unpaid leaves of any length have an impact on the faculty member's status with STRS. This status is beyond the control of the District.
- 17.10.6 The Superintendent/President or his/her designee may, in his/her sole discretion, approve short term personal leave of up to 30 days to any tenured or probationary faculty member to meet emergency situations which arise out of circumstances which are unpredictable and unavoidable. A written notice will be provided to the faculty member requesting such a leave

indicating whether the request for a personal leave has been approved or disapproved. The written notice will be sent to the faculty member within five (5) working days from the date the request for such leave was received by the Superintendent/President.

17.11 Partial Leaves of Absence

- 17.11.1 Partial leaves of absence, or reduction in assignment at the request of the faculty member, may be granted by the District, in its sole discretion, to tenured and probationary faculty when such reduction is requested by the faculty member and is in the best interests of the program. Partial leaves shall not exceed a 40 percent reduction in assignment.
- 17.11.2 Faculty members on a reduced assignment shall be paid the pro-rata portion of their wages and benefits. The faculty member shall pay the balance of any benefits as delineated in section 17.1.11.

17.12 Definitions

- 17.12.1 "Immediate family" means the spouse, domestic partner, mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, foster child or adopted child, either of the employee or of the spouse or of the domestic partner of the employee.
- 17.12.2 The "domestic partner" relationship shall be defined as two adults who have chosen to share their lives in a committed relationship of mutual caring, who live together in the same residence and who have agreed to be jointly responsible for basic living expenses incurred during the domestic partnership.

Domestic partners must meet the following conditions:

- a. Must be an adult
- b. Must reside at the same address
- c. Must be limited to one domestic partner at any point in time;
- d. And must meet any two of the following conditions:
 - 1. hold a joint mortgage or lease
 - 2. designate a partner as the beneficiary of life insurance or retirement benefits
 - 3. designate a partner as primary beneficiary in a will
 - 4. assign a health care power of attorney to the partner
 - 5. jointly own a bank account or credit account
 - 6. jointly own a car.

17.13 Sabbatical Leaves

17.13.1 For each academic year of the contract, the District will fund the equivalent of eight (8) semesters of sabbatical leave in accordance with Santa Monica College Board of Trustees Policy and Administrative Regulations related to Human Resources and Education Code Section 87767.

SAFETY, HEALTH AND WELFARE AND WORKING CONDITIONS

18.1 Safe Working Conditions

- 18.1.1 The District and the Association shall cooperate in the objective of eliminating accidents and health hazards in compliance with the California Occupational Safety and Health Act of 1973, and any other relevant legislation. The District and Association recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters. The District shall prepare a handout outlining the general rights and obligations of employees and distribute this handout to all unit members. Issues involving safety at the College shall be referred to the District Safety and Health Committee (18.2). Issues involving interpersonal safety of faculty members on campus with respect to persons outside the college community shall be referred to campus police. Issues involving interpersonal safety of faculty members with respect to students on campus shall be resolved according to the procedures outlined in 18.3. Campus issues involving interpersonal safety of faculty members with respect to other faculty members, staff, or administration shall be resolved according to the procedures outlined in 18.4. Emergencies involving interpersonal safety shall be referred to Campus Police, with follow-up as outlined in this article.
- 18.1.2 All District activities shall be conducted in accordance with established health, safety, fire, and applicable CAL/OSHA regulations.
- 18.1.3 If the District Superintendent/President or his/her designee orders the campus evacuated, or any part evacuated in response to an emergency, faculty members shall not suffer a loss of pay or deductions from the accumulated sick leave bank during the period of such evacuation, but shall remain available for immediate return to work after clearance to return to work.

18.2 Safety and Health Committee

- 18.2.1 The District shall maintain a Safety and Health Committee. The Faculty Association shall appoint two representatives to this committee.
- 18.2.2 The Safety and Health Committee shall hold regular meetings. Minutes of all meetings and reports issued from this committee shall be distributed to committee representatives and the Faculty Association President. In addition, a notebook of all such minutes and reports shall be maintained by the chair of this committee, and shall be available for inspection to all who request to see them.
- 18.2.3 The Safety and Health Committee shall distribute the form for reporting concerns to the committee upon request, and shall post in the mailroom and distribute the following to the persons delineated in 18.2.2: a list of committee member names; the committee chair name and extension; and tentative meeting dates. Each department will be sent a reasonable number of official forms, and more upon request. Additional copies of the forms may be obtained by contacting the Office of Human Resources.
- 18.2.4 The parties agree that the committee is advisory in nature and may make recommendation to the appropriate District administrator regarding any unsafe practices which are identified by the safety committee.

18.3 Interpersonal Safety of Faculty Members with Respect to Students

- 18.3.1 Faculty members may remove a student from class for violations of the rules of student conduct delineated in Board Policy and Administrative Regulations related to students. Faculty members must report incidents in writing immediately to the College Disciplinarian, using the Faculty Report of Student Conduct Violation Form. The College Disciplinarian will respond within one business day in writing to the faculty member in any case in which the instructor feels that his or her physical safety, or the physical safety of other students in the class is threatened by the individual who has been removed from class. A faculty member may request that the College Disciplinarian impose an interim suspension under Board Policy and Administrative Regulations. It will be the responsibility of the College Disciplinarian to determine the appropriate action.
- 18.3.2 Faculty members should file a police report when a student is removed from class for having become violent or threatened violence.
- 18.4 Interpersonal Safety of Faculty Members with Respect to Other College Employees

- 18.4.1 Should a conflict arise between employees of the District, which is detrimental to the performance of the employee's respective duties to the District, the District will provide impartial dispute resolution service to provide mediation between the parties, if both parties request it. Participation in and outcomes of such resolutions shall not be subject to grievance procedures under this Agreement.
- Prior to the beginning of a semester, the District and the Association shall meet to discuss and resolve concerns related to access to facilities, equipment, supplies and other issues that may impact the faculty. Memoranda of understanding and other documents relating to these and other working conditions issues affecting faculty will be placed in Appendix K.

18.6 Parking

- 18.6.1 The District shall not increase the parking fee charged to faculty without the written agreement of the Association. The number of unrestricted staff parking spaces on the main campus shall not be reduced below 536 spaces unless the District gives prior notice to the Faculty Association. If the Association objects to the reduction plan, no reduction shall take place unless required by law or for the safety of the staff or students. Upon completion of the new parking structure, either the District or the Association may request that this section be reopened to discuss the allocation of staff parking spaces.
- 18.6.2 A District campus-wide committee will be formed to develop short and long range solutions to parking problems that may arise from construction projects and community issues
- 18.6.3 Part-time faculty members may elect to pay for parking permits via payroll deduction over four (4) pay periods, without paying interest or an increased fee. Full time faculty may elect to pay for parking permits via payroll deduction over ten (10) pay periods without paying interest or an increased fee.
- 18.6.4 Part-time faculty members who purchase an annual permit and who request but who do not receive a spring assignment shall be refunded 50% of the annual fee paid, by submitting a written request for such a reimbursement to the Vice President, Human Resources, and surrendering the permit and access card.
- 18.6.5 Parking permits are for use by the faculty person to whom the permit is issued only.
- 18.6.6 The District will strive in negotiating with long-term vendors to limit parking permit issuance to the absolute minimum, and will charge appropriate fees for permits of any time period.
- 18.7 Personnel Files: A faculty member shall have the right to examine all materials contained in their personnel file. Each personnel file shall contain a log of persons who have examined the personnel file, except routine clerical transactions. Information of a derogatory nature shall not be entered into an employee's personnel record (file) unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter, and have attached to any derogatory statement, his or her own comments.

Nothing in this section shall entitle an employee to review ratings, reports, or records that (A) were obtained prior to the employment of the person involved, (B) were prepared by identifiable examination committee members, or (C) were obtained in connection with a promotional examination.

This section is intended to be declaratory of the existing provisions under Education Code Section 87061 as it now exists, or as it may be amended by the Legislature.

Access to faculty member personnel files shall be limited to authorized administrators, authorized staff of the Office of Human Resources and to the faculty member's immediate supervisor. Any information contained in a faculty member's personnel file which does not constitute a public document under the public records act, shall not be released to anyone, other than those authorized above, without first notifying the faculty member, except when such information is requested pursuant to a subpoena.

The District shall not base any punitive action against a faculty member upon materials which are not contained in the faculty member's personnel file, and which were not placed in the employee's file on a contemporaneous basis. For purposes of this section "materials" means any written document prepared by any District administrator and any written document prepared by any employee or student and such document is the District's possession.

RETIREMENT

- 19.1 Reduced teaching Load with Full Retirement Credit (EC 87483): The Board of Trustees may permit full-time faculty members to reduce their workload from full-time to part-time and have their retirement benefits based upon full-time employment. Following are the rules and regulations for the implementation of the optional reduced load program with full retirement credit.
 - 19.1.1 The option of reduced load may be exercised upon mutual agreement of both the District and the faculty member. Once the option is exercised, it is not revocable unless agreed to by the Board of Trustees.
 - 19.1.2 To be eligible to start the optional reduced load program, the faculty member must be fifty-five (55) years of age before the beginning of the academic semester in which the reduction in workload starts.
 - 19.1.3 The faculty member must have been employed full-time (100%) as an academic employee of the Santa Monica College District for at least ten (10) years prior to the request for reduced load.
 - 19.1.4 Except for the reduction in salary, corresponding to reduced load, the District will provide the faculty on reduced load the same benefits provided a regular full-time (100%) academic member.
 - 19.1.5 The District and the faculty member shall agree to make contributions to the State Teachers Retirement System equal to the amount required of a full-time (100%) instructor.
 - 19.1.6 The minimum reduced load shall be the equivalent of one-half (1/2) of the number of days of service required by the faculty's contract of employment during the final year of service as a full-time position.
 - 19.1.7 A faculty member on the optional reduced load program upon mutual agreement with the District as a minimum shall work: a) 100% of one semester and 0% of the other; b) 50% each semester; or c) any assignment that will average 50% or more for two (2) semesters of the academic year.
 - 19.1.8 An applicant for the optional reduced load program must make application for the program no later than February 1 for the following college year.
 - 19.1.9 Faculty under this program may be granted intersession assignments as recommended by the department chair through the regular scheduling process described in Article 9.
 - 19.1.10 Faculty members may only return to a regular full-time teaching position with the approval of the Board of Trustees.

DISTANCE EDUCATION

- 20.1. Distance Education offers faculty and the District new and creative ways in which to deliver approved curriculum. While the District encourages the use of technology to provide alternative learning forums, no faculty member shall be required to teach a distance education class.
- Distance education assignments shall be made in a manner consistent with Article 6, Faculty Assignment and Load. A distance education course shall be assigned a load factor on the same basis as if it were taught as a traditional course.
- 20.3 Faculty interested in developing and offering a distance education class may request reassigned time, not to exceed twenty percent (20%) of their assignment, for the purpose of developing a distance education class.
- 20.4 This Article shall apply to all distance education offered by Santa Monica College, whether offered as credit or noncredit instruction, and for student services provided remotely.
- 20.5 This Article may be reopened at the request of either party after the Academic Senate has issued a report on distance education.

BANKING OF ASSIGNED LOAD

21.1 As provided in Article 6.7.1, the standard full load for a full-time faculty member shall be 15 Lecture Hour Equivalents (LHE).

When the assigned load of a regular or contract faculty member differs from the standard LHE by more than 0.1 LHE, that difference shall be accumulated and carried forward from semester to semester. The cumulative difference from loads of standard LHE may be balanced by taking a smaller or larger load in subsequent semesters.

- The cumulative negative difference at the end of the academic year may not exceed a negative 3.0 LHE.
- Any full-time tenured or probationary faculty member may earn LHEs for his or her bank. The maximum to be earned in an academic year shall not exceed 12.0 LHE. The cumulative balance in a faculty bank shall not exceed 36.0 LHE. When a faculty member's bank reaches 24.0, the faculty member shall file a plan of how the bank will be used with the appropriate Vice President and the Office of Human Resources. Nonfulfillment of the submitted plan will result in the Vice President, Academic Affairs, directing an appropriate plan for compliance. The District will give the Faculty Association a list of faculty who have a submitted or directed plan.
- Full-time faculty members with a balance that exceeds 36.0 on January 1, 2000, shall have four (4) semesters to use the LHEs over 36.0 or have an alternative plan for using these LHEs over a longer period of time approved by the Vice President, Academic Affairs. As part of an approved plan to use banked hours in excess of 36.0, a full-time faculty member may use hours in an intersession under the same restrictions which govern intersession assignments. Banked hours in excess of 36.0 may be used for overload compensation during a fall or spring semester, not to exceed a total overload of 6.0 hours per week.
- A faculty member may apply to redeem the accumulated LHEs in his or her bank. This may be done by taking a reduced assignment or no assignment during either fall or spring semester. Requests to redeem accumulated load through a reduced assignment must be approved by the Vice President, Academic Affairs and filed with the Office of Human Resources. If the number of redemption requests exceeds ten in a semester, or if the Vice President, Academic Affairs determines that multiple requests from a department would have negative impact on the instructional program, the Vice President, Academic Affairs; Vice President, Human Resources; and the President of the Faculty Association or their designees shall confer. If agreement cannot be reached, the Vice President, Academic Affairs shall determine which ten (10) requests are approved for each fall and spring until all have been accommodated.
- When a faculty member resigns or retires and the cumulative balance is positive, it will be balanced with a single payment at the faculty member's current overload rate for each LHE, or, if the cumulative difference is negative it will be balanced by a single deduction from the faculty member's salary check at the faculty member's current overload rate for each LHE.
- 21.7 Each full-time faculty member who has a bank will receive accurate, up-to-date data regarding the balance in the bank each fall and spring semester. A copy of the complete report will be given to the Faculty Association at the same time.

<u>DEPARTMENT CHAIRS</u> And other departmental faculty leaders

General provisions: Department chairs and departmental faculty leaders are selected in accordance with administrative regulations. Duties and Responsibilities for Department chairs and Duties and Responsibilities of the departmental faculty leader in the Library are included in Appendix Q of this contract. Duties and responsibilities of the Health Sciences departmental faculty leader will be placed in Appendix Q when the list is approved.

Other leaders of student service departments are called Coordinators. 100% of their assignment involves student service department leadership and coordination.

The effective dates of various provisions of this article are as noted in the appropriate section, but in no event later than Summer Intersession, 2000.

Department Chairs: Department Chair compensation will include three components: 1) Reassigned time during the regular semesters; 2) Higher compensation based on a 40 week calendar of responsibilities; and 3) a stipend.

This Article will be reopened if the District requests the removal of a Department Chair position from the Unit.

- 22.1.1 Reassigned time: Department chairs shall receive reassigned time (as defined in 6.17) based on the size of the department as determined by the combination of full time and part time faculty, and on past practice. Such provisions are effective as of Spring 2000. Additional reassigned time may be granted at the discretion of the appropriate vice president and with immediate written notice to the Faculty Association.
 - The allowed reassigned time may be taken over a single year with unequal amounts taken in fall and spring semesters. All allowed reassigned time must be used.
 - With the permission of the appropriate Vice President, department chairs may request additional reassigned time in lieu of direct compensation.
 Such reassigned time will be valued at \$389 for each additional LHE of reassigned time.
 - All chairs of instructional departments may exercise the option of transferring up to three LHE of reassigned time to another tenured faculty member in the department for assistance with departmental duties. The reassigned time granted to the largest departments for assistant department chairs or subject area assistants, as delineated in Table 1, may only be used for that purpose.
 - Because of reassigned time requirements, department chairs may not be assigned to hourly rate overload classes which start prior to 3:00 pm, except with the permission of the Vice President, Academic Affairs.
 - Reassigned time to each department will be granted as follows:

	TABLE 1						
Department	Reassigned time provision						
Art	nine (9) LHE						
Auto/Trades	three (3) LHE						
Behavioral Studies	six (6) LHE						
Business	nine (9) LHE and two (2) Subject Area assistants to the chair @ 3 LHE						
Communications	six (6) LHE						
Cosmetology	three (3) LHE						
Counseling	six (6) LHE						
Design Technology	six (6) LHE and 3 LHE for AET assistant						
Earth Science	six (6) LHE						
English	nine (9) LHE; and (3) LHE for an assistant to the chair						
ESL	six (6) LHE						
Health Sciences	(see 22.2)						
Library	(see 22.2)						

Life Science	six (6) LHE
Mathematics	nine (9) LHE and (3) LHE for an assistant to the chair
Modern Language	six (6) LHE
Music	six (6) LHE
Physical Education	six (6) LHE
Physical Science	six (6) LHE
Social Science	nine (9) LHE
Theater Arts	six (6) LHE

- 22.1.2 Department chair calendar and compensation: Department chairs will have a 205 day assignment (175 days in the semester calendar, plus 30 days between semesters), for which they shall be paid 107.5% of the standard salary schedule. Only department chair duties will be required in the periods between semesters, but department chairs will schedule an additional 6 weeks of (15 hours per week). Six additional weeks (15 hours per week) may also be scheduled, compensated at an additional 7.5% of base pay.
 - In addition, teaching assignments may be scheduled during intersessions, with the approval of the appropriate administrator. Teaching assignments will be at the hourly rate of pay, unless the department chair chooses to forgo the optional six additional weeks of assignment as department chair. In that case, up to 0.5 of an intersession FTE for the teaching assignment will be paid at the contract rate (per provisions of Article 9.4.3). Any additional teaching assignment will be paid at the hourly rate. If a department chair chooses not to perform the duties of the chair for the optional six weeks, another faculty member will serve in that position. The faculty member who performs the duties shall receive 7.5% of their base pay and schedule 15 hours per week for 6 weeks. Compensation for the faculty member acting as chair will be in compliance with article 9; no additional stipend will be paid.
 - This provision is effective beginning Summer Intersession, 2000.
- 22.1.3 Department Chair Stipends: A dollar amount (the "stipend pool") will be set aside each year to be paid to the department chairs as a stipend. Such stipends will be paid in two payments. The first payment, for 50% of the annual amount, will be paid with the December overload checks. The second payment will be paid with the June overload checks. The stipend pool for 2001-2002 will be \$80,054. For all future periods, the stipend pool will be increased by the same percentage and be effective the same dates as any percentage salary increases. Department chairs or faculty leaders operating in lieu of a department chair for Counseling, Library and Health Sciences departments will not be given a stipend out of this pool; they will be given a stipend based on the provisions of 22.1.5 and 22.2.

The stipend pool for Department chairs will be distributed according to the following rules:

- If a department chair position is eliminated, the base amount previously received by that chair and the average increment of all chairs for the preceding semester shall be subtracted from the stipend pool.
- Similarly, if a department chair position is created, a base amount for that chair shall be negotiated and the average increment of all chairs for the preceding semester shall be added to the stipend pool.
- Each chair will receive a base amount equal to the increment paid in the spring 1984 semester or subsequently negotiated. These base payments will be subtracted from the current stipend pool. A formula will be used to compute a point value for each department. The percentage of the total points computed will be calculated for each department and applied to the balance of the stipend pool after subtraction of the base.

Example:

Dept. Chair = Sp'84 + Points for Department x (Total allocation, Compensation increment Total points for all depts.

The following formula will be used to compute points for a department:

Points = $15 \times \text{Contract Head Count} + 5 \times \text{hourly head count} + F$

- contract Head Count means the number of probationary, tenured, and temporary contract faculty members assigned to a department. Such persons will be counted in one department only and in the department to which they are assigned by the college administration.
- b. Hourly Head Count means the number of persons assigned to the department teaching graded hourly or noncredit classes. An hourly faculty member will be counted only once in the department where the majority of his/her weekly teaching hours are performed.
- c. F is a factor assigned to a department as a representation for unusual supply, equipment, laboratory or production responsibilities:
 - 60 Art, Auto/Trades, Life Science, Theater Arts
 - 50 Cosmetology, Physical Science
 - 40 Graphic Arts, Applied Design
 - 30 Business, Earth Science, Music
 - 20 Communications
 - 10 English, Mathematics
 - Behavioral Studies, Foreign Language, Social Science, Physical Education
- 22.1.4 The chairperson of counseling will receive a ratio of .063 of Group 3, Step 18 of the probationary and tenured faculty salary schedule as his or her stipend.
- Departmental faculty leaders: An elected departmental faculty leader may exist in lieu of a department chair in the following departments only: Library and Health Sciences. This elected departmental faculty leader:
 - may assume a title appropriate to their status as a faculty member and appropriate to their department;
 - will assume duties and responsibilities appropriate to their department,
 - will receive reassigned time and compensation as delineated in this article;
 - will represent their departments' interests at departmental leadership committees, such as the Department Chairs committee and the Program Review committee.
 - 22.2.1 Effective Spring 1999, the Departmental faculty leader in the Library will be compensated at Step 2 of the added responsibility schedule (Appendix E-1). This stipend will be paid in two installments, on the same dates as the payment to department chairs as delineated in 22.1.3.
 - 22.2.2 Effective Spring 2000, the Health Sciences Department will be allocated an added responsibility stipend at Step 2 of the added responsibility schedule (Appendix E-1). This may be divided between 2 individuals, at the discretion of the department, with the approval of the Vice President, Academic Affairs. This stipend will be paid in two installments, on the same dates as the payment to department chairs as delineated in 22.1.3. Departmental faculty leaders will also receive reassigned time in the fall and spring semesters equal to a 20% assignment and intersession task assignments equivalent to 20% of an intersession load.
- 22.3 100% Coordinators: Effective Summer 1999, Coordinators of Health Services, Psychological Services and Disabled Student Services will receive the following compensation, in addition to their regular pay, and are subject to the following:
 - Added responsibility pay at Step 2 for Psychological Services and at Step 3 for Health Services and Disabled Student Services, paid on the same dates as the payment to department chairs as delineated in 22.1.3.
 - 205 day calendar for full time responsibilities between semesters (175 days in regular semesters and 30 days between semesters), for an increased salary amount of 15% over

base pay. Additional optional 6 weeks at hourly pay. See Coordinator salary schedule, Appendix A-5.

APPENDIX A-1 PROBATIONARY AND TENURED FACULTY SALARY SCHEDULE

Effective August 21, 2001

Step	Group I	Group II	Group III	Group IV	Group V	Group VI	Group VII
	41,076	43,554	46,032	48,509	50,987	53,464	56,056
2	42,942	45,420	47,898	50,375	52,852	55,331	57,921
3	44,808	47,286	49,763	52,240	54,719	57,196	59,788
4	46,674	49,151	51,629	54,107	56,584	59,062	61,653
5	48,539	51,017	53,495	55,972	58,450	60,928	63,519
6	50,406	52,883	55,361	57,838	60,316	62,794	65,384
7	52,272	54,749	57,226	59,704	62,182	64,659	67,251
8	54,137	56,614	59,093	61,570	64,047	66,525	69,116
9	56,003	58,481	60,958	63,435	65,913	68,391	70,982
10	57,869	60,346	62,824	65,302	67,779	70,257	72,848
11	59,735	62,212	64,690	67,168	69,645	72,122	74,714
12	61,600	64,078	66,556	69,033	71,510	73,989	76,579
13	62,533	65,944	68,421	70,899	73,377	75,854	78,446
14	63,466	66,877	70,287	72,765	75,242	77,720	80,311
15	64,398	67,809	71,220	73,698	76,175	78,652	81,244
16	65,331	68,742	72,152	74,631	77,108	79,585	82,177
17	66,264	69,675	73,085	75,563	78,041	80,518	83,110
18		70,608	74,018	76,496	78,973	81,451	84,042
19			74,951	77,429	79,906	82,383	84,975
20				78,362	80,839	83,316	85,908
21				79,294	81,772	84,249	86,841
22				80,227	82,704	85,182	87,773
23				81,160	83,637	86,114	88,706

- 1. A person possessing a doctorate shall be placed in Group VII.
- 2. Verification of qualifications must be presented to the Human Resources Office no later than the start of the teaching assignment.
- 3. Educational and experience verification shall be presented to the Human Resources Office no later than the following dates, or salary shall reflect only that information received:

September 15 if employed for fall February 28 if employed for spring June 30 if employed for summer January 5 if employed for winter

Long-Term Substitutes for Probationary and Tenured Faculty: Appropriate place on the salary schedule.

APPENDIX A-2 CHILDREN'S CENTER SALARY SCHEDULE CHILDREN'S CENTER HEAD TEACHER

Effective August 21, 2001

Step	Group I	Group II	Group III	Group IV
1	27,342	29,087	30,839	32,588
2	28,648	30,399	32,148	33,897
3	29,956	31,706	33,457	35,206
4	31,263	33,015	34,763	36,514
5	32,572	34,323	36,072	37,824
6	33,880	35,629	37,380	39,130
7	35,189	36,939	38,688	40,437
8	36,499	38,248	39,996	41,746
9	37,801	39,554	41,303	43,055
10	39,111	40,860	42,612	44,361

Substitute Rate: Based on Group 1, Step 1.

- 1. The children's center head teacher assignment is based on eight hours per day for 195 days. The 195 days relate to the days students attend college classes, as arranged by the children's center head teacher's immediate supervisor and the appropriate personnel administrator.
- 2. Any additional assignments shall be paid at a daily rate or a pro rata share of that rate.
- Children's center teachers employed on a probationary/permanent basis shall be granted ten days leave of absence per year for illness or injury for a full-time assignment or a pro rata share thereof for a part-time assignment.
- Written evaluation and assessment of performance shall take place at least once each college year for probationary children's center employees and at least once every other year for permanent children's center employees.
- 5. Refer to Appendix C-3 for initial placement.

APPENDIX A-3 CHILDREN'S CENTER SALARY SCHEDULE CHILDREN'S CENTER TEACHER

Effective August 21, 2001

Step	Group I	Group II	Group III	Group IV
1	24,132	25,677	27,218	28,764
2	25,287	26,831	28,374	29,918
3	26,441	27,985	29,528	31,071
4	27,598	29,139	30,685	32,225
5	28,751	30,294	31,835	33,378
6	29,904	31,447	32,989	34,534
7	31,061	32,602	34,146	35,690
8	32,215	33,756	35,299	36,845
9	33,369	34,913	36,455	37,999
10	34,523	36,066	37,609	39,153

Substitute Rate: Based on Group I, Step 1.

- 1. The children's center teacher assignment is based on eight hours per day for 185 days. The 185 days relate to the days students attend college classes, as arranged by the children's center head teacher, his or her immediate supervisor and the appropriate personnel administrator. Additional days to conform with calendar needs may be arranged if required.
- 2. Any additional assignments shall be paid at a daily rate or a pro rata share of that rate.
- 3. Children's center teachers employed on a probationary or tenured basis shall be granted ten days leave of absence per year for illness or injury for a full-time assignment or a pro rata share thereof for a part-time assignment.
- Written evaluation and assessment of performance shall take place at least once each college year for probationary children's center employees and at least once every other year for permanent children's center employees.
- 5. Refer to Appendix C-3 for initial placement.

APPENDIX A-4 TENURED FACULTY: DEPARTMENT CHAIRS SALARY SCHEDULE

Effective August 21, 2001

Step	Group I	Group II	Group III	Group IV	Group V	Group VI	Group VII
1	44,157	46,821	49,484	52,147	54,811	57,474	60,260
2	46,163	48,827	51,490	54,153	56,816	59,481	62,265
3	48,169	50,832	53,495	56,158	58,823	61,486	64,272
4	50,175	52,837	55,501	58,165	60,828	63,492	66,277
5	52,179	54,843	57,507	60,170	62,834	65,498	68,283
6	54,186	56,849	59,513	62,176	64,840	67,504	70,288
7	56,192	58,855	61,518	64,182	66,846	69,508	72,295
- 8	58,197	60,860	63,525	66,188	68,851	71,514	74,300
9	60,203	62,867	65,530	68,193	70,856	73,520	76,306
10	62,209	64,872	67,536	70,200	72,862	75,526	78,312
11	64,215	66,878	69,542	72,206	74,868	77,531	80,318
12	66,220	68,884	71,548	74,210	76,873	79,538	82,322
13	67,223	70,890	73,553	76,216	78,880	81,543	84,329
14	68,226	71,893	75,559	78,222	80,885	83,549	86,334
15	69,228	72,895	76,562	79,225	81,888	84,551	87,337
16	70,231	73,898	77,563	80,228	82,891	85,554	88,340
17	71,234	74,901	78,566	81,230	83,894	86,557	89,343
18		75,904	79,569	82,233	84,896	87,560	90,345
19			80,572	83,236	85,899	88,562	91,348
20				84,239	86,902	89,565	92,351
21				85,241	87,905	90,568	93,354
22				86,244	88,907	91,571	94,356
23				87,247	89,910	92,573	95,359

- 1. A person possessing a doctorate shall be placed in Group VII.
- Verification of qualifications must be presented to the Human Resources Office no later than the start of the teaching assignment.
- 3. Educational and experience verification shall be presented to the Human Resources Office no later than the following dates, or salary shall reflect only that information received:

September 15 if employed for fall February 28 if employed for spring June 30 if employed for summer January 5 if employed for winter

Long-Term Substitutes for Probationary and Tenured Faculty: Appropriate place on the salary schedule.

APPENDIX A-5 TENURED FACULTY: COORDINATORS SALARY SCHEDULE

Effective August 21, 2001

Step	Group I	Group II	Group III	Group IV	Group V	Group VI	Group VII
1	47,237	50,087	52,937	55,785	58,635	61,484	64,464
2	49,383	52,233	55,083	57,931	60,780	63,631	66,609
3	51,529	54,379	57,227	60,076	62,927	65,775	68,756
4	53,675	56,524	59,373	62,223	65,072	67,921	70,901
5	55,820	58,670	61,519	64,368	67,218	70,067	73,047
6	57,967	60,815	63,665	66,514	69,363	72,213	75,192
7	60,113	62,961	65,810	68,660	71,509	74,358	77,339
8	62,258	65,106	67,957	70,806	73,654	76,504	79,483
9	64,403	67,253	70,102	72,950	75,800	78,650	81,629
10	66,549	69,398	72,248	75,097	77,946	80,796	83,775
11	68,695	71,544	74,394	77,243	80,092	82,940	85,921
12	70,840	73,690	76,539	79,388	82,237	85,087	88,066
13	71,913	75,836	78,684	81,534	84,384	87,232	90,213
14	72,986	76,909	80,830	83,680	86,528	89,378	92,358
15	74,058	77,980	81,903	84,753	87,601	90,450	93,431
16	75,131	79,053	82,975	85,826	88,674	91,523	94,504
17	76,204	80,126	84,048	86,897	89,747	92,596	95,577
18		81,199	85,121	87,970	90,819	93,669	96,648
19			86,194	89,043	91,892	94,740	97,721
20				90,116	92,965	95,813	98,794
21				91,188	94,038	96,886	99,867
22				92,261	95,110	97,959	100,939
23				93,334	96,183	99,031	102,012

- 1. A person possessing a doctorate shall be placed in Group VII.
- 2. Verification of qualifications must be presented to the Human Resources Office no later than the start of the teaching assignment.
- 3. Educational and experience verification shall be presented to the Human Resources Office no later than the following dates, or salary shall reflect only that information received:

September 15 if employed for fall February 28 if employed for spring June 30 if employed for summer January 5 if employed for winter

Long-Term Substitutes for Probationary and Tenured Faculty: Appropriate place on the salary schedule.

APPENDIX A-6

HOURLY SALARY SCHEDULES FOR REGULAR AND CONTRACT

(FULL-TIME FACULTY)
Effective August 21, 2001

Group III	Group IV
Academic pattern faculty refer to Appendix C-1 Groups V & VI requirements. Vocational pattern faculty refer to	Ph.D.
	Academic pattern faculty refer to Appendix C-1 Groups V & VI requirements.

GRADED FOR REGULAR AND CONTRACT FACULTY OVERLOAD ASSIGNMENTS

Step	Group I	Group II	Group III	Group IV
1	50.43	51.95	53.46	54.42
2	51.47	52.95	54.42	55.43
3	52.42	53.93	55.43	56.42

1. Steps on the Graded Hourly Faculty Schedule for classes are defined in Appendix B-2.

<u>UNGRADED</u> <u>CONTRACT FACULTY OVERLOAD ASSIGNMENTS</u>

Step	Group I	Group II	Group III	Group IV
	49.23	50.09	50.92	51.79
2	49.62	50.51	51.34	52.19
3	50.09	50,92	51.79	52.65

1. Steps on the Ungraded Hourly Faculty Salary Schedule are defined in Appendix B-3.

APPENDIX B-1 GRADED HOURLY FACULTY SALARY SCHEDULE LOAD FACTOR = 1.0 SALARY SCHEDULE

Effective August 21, 2001

Step	Group I	Group II	Group III	Group IV	Group V	Group VI	Group VII
1	890	944	997	1,051	1,105	1,158	1,215
2	930	984	1,038	1,091	1,145	1,199	1,255
3	971	1,025	1,078	1,132	1,186	1,239	1,295
4	1,011	1,065	1,119	1,172	1,226	1,280	1,336
5	1,052	1,105	1,159	1,213	1,266	1,320	1,376
6	1,092	1,146	1,199	1,253	1,307	1,361	1,417
7	1,133	1,186	1,240	1,294	1,347	1,401	1,457
8	1,173	1,227	1,280	1,334	1,388	1,441	1,498
9	1,213	1,267	1,321	1,374	1,428	1,482	1,538
10	1,254	1,307	1,361	1,415	1,469	1,522	1,578
11	1,294	1,347	1,402	1,455	1,509	1,563	1,619
12	1,335	1,388	1,442	1,496	1,549	1,603	1,659
13	1,355	1,429	1,482	1,536	1,590	1,644	1,700
14	1,375	1,449	1,523	1,577	1,630	1,684	1,740
15	1,395	1,469	1,543	1,597	1,650	1,704	1,760
16	1,416	1,489	1,563	1,617	1,671	1,724	1,781
17	1,436	1,510	1,584	1,637	1,691	1,745	1,801
18		1,530	1,604	1,657	1,711	1,765	1,821
19			1,624	1,678	1,731	1,785	1,841
20				1,698	1,752	1,805	1,861
21				1,718	1,772	1,825	1,882
22				1,738	1,792	1,846	1,902
23				1,758	1,812	1,866	1,922

- I. Group placement will be as described in Appendix C-1 or C-2, whichever is applicable.
- 2. Initial placement on the schedule is at Step 1, plus 1 step for each 30 weekly teaching hours taught at Santa Monica College at load factor = 1.0. In the event that there is a change in load factor for a class previously taught at Santa Monica College on the Graded Hourly Faculty Salary Schedule, initial placement on this salary schedule shall result in no decrease in hourly rate pay; placement will be made within the appropriate Group, at the lowest step that would result in equal or greater pay than the instructor made previously when teaching the same class.
- 3. Step advancement is based upon the completion of 30 weekly teaching hours taught at Santa Monica College at load factor = 1.0 in fall or spring semester. Step movement shall take place in the semester or intersession following the fall or spring semester in which the total experience necessary for step movement has been completed.
- 4. Verification of qualifications must be presented to the Human Resources Office no later than the start of the teaching assignment.
- 5. For the purpose of Group Placement, educational and experience verification shall be presented to the Human Resources Office no later than the following dates, or salary shall reflect only that information received:

September 15 if employed for fall February 28 if employed for spring June 30 if employed for summer January 5 if employed for winter

6. The amounts on this schedule represent 65 percent of 1/30 of a full-time instructor's salary (Appendix A-1). To compare these amounts to hourly non-teaching rates in Appendix B-3, divide by 18.

7. Probationary, tenured, and temporary contract faculty members shall not be eligible for the Load Factor = 1.0 Schedule, but shall be placed on the Hourly Overload Schedule.

APPENDIX B-2 GRADED HOURLY FACULTY SALARY SCHEDULE LOAD FACTOR = 1.0 SALARY SCHEDULE WITH EQUITY FUNDS

Effective August 21, 2001

Step	Group I	Group II	Group III	Group IV	Group V	Group VI	Group VII
1	958	1,016	1,073	1,131	1,190	1,247	1,308
2	1,001	1,059	1,117	1,174	1,233	1,291	1,351
3	1,045	1,103	1,160	1,219	1,277	1,334	1,394
4	1,088	1,146	1,205	1,262	1,320	1,378	1,438
. 5	1,132	1,190	1,248	1,306	1,363	1,421	1,481
6	1,176	1,234	1,291	1,349	1,407	1,465	1,525
7	1,220	1,277	1,335	1,393	1,450	1,508	1,568
8	1,263	1,321	1,378	1,436	1,494	1,551	1,613
9	1,306	1,364	1,422	1,479	1,537	1,595	1,656
10	1,350	1,407	1,465	1,523	I,581	1,638	1,699
11	1,393	1,451	1,509	1,566	1,624	1,683	1,743
12	1,437	1,494	1,552	1,610	1,668	1,726	1,786
13	1,459	1,538	1,595	1,654	1,712	1,770	1,830
14	1,480	1,560	1,640	1,698	1,755	1,813	1,873
15	1,502	1,581	1,661	1,719	1,776	1,834	1,895
16	1,524	1,603	1,683	1,741	1,799	1,856	1,917
17	1,546	1,626	1,705	1,762	1,820	1,878	1,939
18		1,647	1,727	1,784	1,842	1,900	1,960
19			1,748	1,806	1,863	1,922	1,982
20				1,828	1,886	1,943	2,003
21				1,849	1,908	1,965	2,026
22				1,871	1,929	1,987	2,048
23				1,892	1,951	2,009	2,069

- 1. Group placement will be as described in Appendix C-1 or C-2, whichever is applicable.
- 2. Initial placement on the schedule is at Step 1, plus 1 step for each 30 weekly teaching hours taught at Santa Monica College at load factor = 1.0. In the event that there is a change in load factor for a class previously taught at Santa Monica College on the Graded Hourly Faculty Salary Schedule, initial placement on this salary schedule shall result in no decrease in hourly rate pay; placement will be made within the appropriate Group, at the lowest step that would result in equal or greater pay than the instructor made previously when teaching the same class.
- 3. Step advancement is based upon the completion of 30 weekly teaching hours taught at Santa Monica College at load factor = 1.0 in fall or spring semester. Step movement shall take place in the semester or intersession following the fall or spring semester in which the total experience necessary for step movement has been completed.
- 4. Verification of qualifications must be presented to the Human Resources Office no later than the start of the teaching assignment.
- 5. For the purpose of Group Placement, educational and experience verification shall be presented to the Human Resources Office no later than the following dates, or salary shall reflect only that information received:

September 15 if employed for fall February 28 if employed for spring June 30 if employed for summer January 5 if employed for winter

6. The amounts on this schedule represent 70 percent of 1/30 of a full-time instructor's salary (Appendix A-1). To compare these amounts to hourly teaching rates in Appendix B-3, divide by 18.

7.	Probationary, tenured, and temporary contract faculty members shall not be eligible for the Load Factor = 1.0 Schedule, but shall be placed on the Hourly Overload Schedule.

APPENDIX B-3

GRADED HOURLY FACULTY SALARY SCHEDULES

(for assignments other than Load Factor = 1.0)

Effective August 21, 2001

Group I	Group II	Group III	Group IV
Minimum: Training less than required for Group II or Group III.	Academic pattern faculty refer to Appendix C-1 Groups III & IV requirements. Vocational pattern faculty refer to Appendix C-2 Groups III & IV.	Academic pattern faculty refer to Appendix C-1 Groups V & VI requirements. Vocational pattern faculty refer to Appendix C-2 Groups V & VI.	Ph.D.

FOR PART-TIME FACULTY

Step	Grou	ıp I	Grou	p II	Group	o III	Group	IV .
	Non-Teaching	Teaching	Non-Teaching	Teaching	Non-Teaching	Teaching	Non-Teaching	Teaching
1	52.73	+4.03	54.27	+4.15	55.78	+4.27	56.82	+4.35
2	53.71	+4.11	55.27	+4.23	56.82	+4.35	57.82	+4.42
3	54.75	+4.19	56.28	+4.31	57.82	+4.42	58.83	+4.50
4	55.75	+4.26	57.28	+4.38	58.87	+4.50	59.82	+4.58
5	56.83	+4.35	58.31	+4.46	59.87	+4.58	60.83	+4.65
6	57.87	+4.43	59.36	+4.54	60.92	+4.66	64.88	+4.96

- Steps on the Graded Hourly Faculty Schedule for classes are defined as follows:
 - Step 1. Less than 432 total teaching hours or less than 864 total non-teaching hours of previous experience at Santa Monica College.
 - Step 2. 432 863 total teaching hours or 864 1,727 total non-teaching hours of previous experience at Santa Monica College.
 - Step 3. 864 1,295 total teaching hours or 1,728 2,591 total non-teaching hours of previous experience at Santa Monica College.
 - Step 4. 1,296 1,727 total teaching hours or 2,592 3,455 total non-teaching hours of previous experience at Santa Monica College.
 - Step 5. 1,728 2,159 total teaching hours or 3,456 4,319 total non-teaching hours of previous experience at Santa Monica College.
 - Step 6. 2,160 or more total teaching hours or 4,320 total non-teaching hours of previous experience at Santa Monica College.

"Total teaching hours" are the cumulative number of hours of paid experience teaching a graded class during the fall or spring semesters at Santa Monica College. "Total non-teaching hours" are the cumulative number of hours of paid experience in academic non-teaching assignments during the fall or spring semesters at Santa Monica College. Non-teaching assignments include, but are not limited to, service as a counselor, librarian, nurse, learning center specialist, or a coordinator of a program or a service. Teaching and non-teaching hours may not include hours in a short-term substitute status.

Step movement shall take place in the semester or intersession following the fall or spring semester in which the total experience necessary for step movement has been completed.

- 2. Faculty members may combine teaching and academic non-teaching experience at Santa Monica College for initial placement by the same rule which applies to step advancement. See Appendix D.
- Initial placement on this schedule is determined by previous experience at Santa Monica College.
- Verification of qualifications must be presented to the Human Resources Office no later than the start of the teaching assignment.
- 5. Educational verification shall be recognized for group placement on the salary schedule only if presented in acceptable documentary form to the Human Resources Office no later than the following dates or salary shall reflect only that information received:

September 15 if employed for fall February 28 if employed for spring June 30 if employed for summer January 5 if employed for winter

- Vocational faculty are placed, at the time of hire, on the salary schedule based on the highest degree held in the related subject area for which they are hired.
- 7. Graded hourly faculty members who taught graded classes during the spring and/or summer sessions of 1977 shall be placed no lower than Group III, Step 2 on the Graded Hourly Faculty Salary Schedule, and shall be entitled to step advancement when the necessary total teaching hours have been accumulated.
- 8. Provisions for initial group placement are in Appendices C-I and C-2. Provisions for Step and group advancement are in Appendix D.
- 9. Probationary, tenured, and temporary contract faculty members shall not be eligible for the Part-Time Faculty Salary Schedule but shall be placed on the Hourly Overload Schedule.

Substitutes for Graded Hourly Faculty: Appropriate place on the salary schedule.

APPENDIX B-4

UNGRADED HOURLY FACULTY AND EMERITUS COLLEGE SALARY SCHEDULES

Effective August 21, 2001

Group I	Group II	Group III	Group IV
Minimum: Training less than required for Group II.	Academic pattern faculty refer to Appendix C-1 Groups III & IV requirements.	Academic pattern faculty refer to Appendix C-1 Groups V & VI requirements.	Ph.D.
	Vocational pattern faculty refer to Appendix C-2 Groups III & IV.	Vocational pattern faculty refer to Appendix C-2 Groups V & VI.	

FOR PART-TIME FACULTY

Step	Group I		Group II		Group III		Group IV	
	Non-Teaching	Teaching	Non- Teaching	Teaching	Non-Teaching	Teaching	Non-Teaching	Teaching
1	51.28	+3.92	52.16	+3.99	53.03	+4.05	53.93	+4.12
2	51.70	+3.95	52.60	+4.02	53.46	+4.09	54.34	+4.16
3	52.16	+3.99	53.03	+4.05	53.93	+4.12	54.79	+4.19
4	52.61	+4.02	53.49	+4.10	54.36	+4.15	55.25	+4.22
5	53.04	+4.05	53.95	+4.13	54.80	+4.19	55.72	+4.26

FOR EMERITUS FACULTY

İ	Step	Gro	up I	Group II	Group III	Group IV
ı		w/o Equity	w/Equity			
ı		48.23	51.92			<u> </u>

- Steps on the Ungraded Hourly Faculty Salary Schedule are defined as follows:
 - Step 1. Less than 684 total teaching or hours of experience at Santa Monica College.
 - Step 2. 684 1,367 total teaching or hours of experience at Santa Monica College.
 - Step 3. 1,368 2,051 total teaching or hours of experience at Santa Monica College.
 - Step 4. 2,052 2,699 total teaching or hours of experience at Santa Monica College.
 - Step 5. 2,700 or more total teaching or hours of experience at Santa Monica College.

Step movement shall take place in the semester or intersession following the fall or spring semester in which the total experience necessary for step movement has been completed.

- 2. Initial placement on this schedule is at Step 1.
- Verification of qualifications must be presented to the Human Resources Office no later than the start of the teaching assignment.
- 4. Educational verification shall be recognized for group placement on the salary schedule only if presented in acceptable documentary form to the Human Resources Office no later than the following dates or salary shall reflect only that information received:

September 15 if employed for fall February 28 if employed for spring June 30 if employed for summer January 5 if employed for winter

5. Probationary, tenured, and temporary contract faculty members shall not be eligible for the Part-Time Faculty Schedule but shall be placed on the Hourly Overload Schedule.

Substitutes will be placed at the appropriate place on the salary schedule.

[&]quot;Total teaching hours" are the cumulative number of hours paid experience teaching a graded or ungraded class during the fall or spring semesters at Santa Monica College. Hours in a short-term substitute status may not be included in total teaching hours.

APPENDIX C-I INITIAL SALARY PLACEMENT - ACADEMIC PATTERN

GROUP REQUIREMENTS (Education/Training)

Group I Less than Group II (A person with fewer than 72 college semester units receives one group differential less than a person with a comparable number of years of experience.)

Group II B.A. + 42 semester units, M.A.

Group III B.A. + 56 semester units, M.A. + 14 semester units

Group IV M.A. + 28 semester units

Group V M.A. + 42 semester units

Group VI M.A. + 56 semester units

Group VII Doctorate

- 1. Academic faculty with a Bachelor's Degree shall be allowed a maximum of 14 semester (21 quarter) units in excess of 124 semester (186 quarter) units required for the degree in figuring their salary placement. Further unit credit shall be granted only for units taken after awarding of the B.A. degree.
- 2. The Master's Degree is defined as equal to 32 semester (48 quarter) units acquired after the B.A. Excess unit credit is granted beyond 32 semester (48 quarter) units.
- 3. Transferred units applied toward a degree by the degree-granting institution shall be the only units approved for placement on the salary schedule.

STEP REQUIREMENTS (Experience)

One step credit shall be awarded for each year of experience that conforms to the following District standards:

1. Prior teaching or school/college/university experience shall be recognized for salary placement only if presented in acceptable documented form to the Office of Human Resources before the following dates or salary shall reflect only that information received:

September 15 if employed for fall February 28 if employed for spring June 30 if employed for summer January 5 if employed for winter

- Prior teaching or school/college/university experience shall be acceptable only from fully accredited public, private, or parochial educational institutions and only if performed during the regular academic year.
- Steps on the salary schedule will be allowed for each year of prior teaching or school/college/university experience according to one of the following criteria:
 - a. The experience was on a full-time or partial contract basis; the assignment extended over a period of at least 75% of the days that the institution was in regular session for a term or semester; and the employer has officially certified the percentage of full-time assigned and the percentage of the regular term or semester worked. The assignments will be accumulated and one step on the salary schedule will be allowed for each full year, full-time equivalent which has been performed.
 - b. The experience was on an hourly basis, in which case one step will be allowed for each thirty (30) semester units of college-level teaching or each 1,080 hours of college-level academic non-teaching work performed. No more than one (l) year of experience shall be allowed for assignments which occur in a single school/college year.
- 4. Experience in any of the following classifications or areas shall not count for salary placement credit: student teaching, college teaching assistantship, day-to-day substituting, and/or classified position.

5. Up to two additional steps may be granted for relevant work experience obtained prior to SMC employment when certain conditions exist, with the approval of the Vice President, Academic Affairs or Human Resources Office. The District will determine each year, prior to April, which disciplines and positions are eligible for additional steps the following year. Potential eligibility for additional steps applies to both initial placement and previously hired faculty.

Criteria used by the CIO include, but are not limited to:

- a. Academic discipline has been identified by the CPO in conjunction with the AAO and the ClO as a "hard to fill" discipline.
- b. Experience must be directly relevant to the classes currently offered in the academic discipline.
- c. The faculty member submits a request together with a justification of the proposed work experience as well as proof of that work experience, through the department chair and the Human Resources Office to the CIO.
- d. Requests from current full-time faculty may be submitted only during a period when the District is actively recruiting (announcing for) a position in the discipline.
- e. A year of vocational experience for step movement is defined as full-time paid experience for a period of at least 1,500 hours in any twelve (12)-month period. In order to be applied toward step placement, this experience must be directly related to the assignment of the faculty member. A maximum of 6 years of non-teaching vocational credit may be granted, subject to considerations in item 3.
- f. For 1995 only, new faculty who submitted requests prior to February 28, 1995 (under the 1994 contract) may be granted up to two additional steps for relevant work experience obtained prior to SMC employment as a tenure-track faculty member, with the approval of the CIO. Non-teaching work experience shall be directly relevant to the classes currently offered in the academic discipline, and shall be for a period of not less than 1500 hours for each year of credit granted.
- For faculty whose initial placement occurs in a semester or intersession other than Fall, initial placement will be re-evaluated as of the first Fall semester of employment, and upward step adjustment will be made at that time if warranted.

APPENDIX C-2 INITIAL SALARY PLACEMENT- VOCATIONAL PATTERN

The vocational pattern shall be followed by faculty with at least eighty percent (80%) of their assignment in one or more of the following disciplines:

Administration of Justice Commercial Photography Computer Information Systems Food Service Fire Tech Printing Auto Body Repair
Construction Technology
Computer Applications/Science
Graphic Design
Respiratory Therapy

Automotive Technology Cosmetology Fashion Interior Design Welding

Faculty members who request to be assigned into an academic discipline and who have less than an 80% load in any combination of the above will be moved to the academic salary pattern in accordance with the criteria set forth in Appendix C-1.

Should the District establish new vocational programs or reinstate programs not currently active, the District and the Faculty Association will meet to negotiate placement on the appropriate salary pattern.

GROUP REQUIREMENTS (Education/Training/Experience)

- Group I Minimum qualifications to teach in a community college in areas where a Master's degree is not expected. A person with fewer than 72 college semester units receives one group differential less than a person with a comparable number of years of experience.
- Group II A.A. + 18 semester units + 4 years of experience B.A. + 6 semester units + 2 years of experience
- Group III A.A. + 32 semester units + 4 years of experience A.A. + 18 semester units + 5 years of experience B.A. + 20 semester units + 2 years of experience B.A. + 6 semester units + 3 years of experience
- Group IV B.A. + 34 semester units + 2 years of experience B.A. + 20 semester units + 3 years of experience B.A. + 6 semester units + 4 years of experience
- Group V B.A. + 48 semester units + 2 years of experience B.A. + 34 semester units + 3 years of experience B.A. + 20 semester units + 4 years of experience B.A. + 6 semester units + 5 years of experience M.A. + 1 year of experience
- Group VI M.A. + 14 semester units + 1 year of experience M.A. + 2 years of experience

Group VII Doctorate

- 1. A year of vocational experience for both group and step movement is defined as full-time paid experience for a period of at least nine (9) consecutive months in any twelve- (12-) month period. In order to be applied toward a group or step placement, the experience must be directly related to the assignment of the faculty member.
- Vocational faculty without any related occupational experience will be placed in the academic pattern and must continue in that pattern during their time of employment.
- Vocational faculty are placed in a group based on the highest degree held in the related subject area for which they are hired.
- 4. Vocational faculty with an A.A. degree shall be allowed a maximum of 18 semester (27 quarter) units in excess of 60 semester (90 quarter) units required for the degree in figuring their salary placement. Further unit credit shall be granted only for units taken after the awarding of the A.A. degree.
- 5. Vocational faculty with a B.A. degree shall be allowed a maximum of 20 semester (30 quarter) units in excess of 124 semester (186 quarter) units required for the degree in figuring their salary placement. Further unit credit shall be granted only for units taken after the awarding of a B.A. degree.

- 6. Transferred units applied toward a degree by the degree granting institution shall be the only units approved for placement on the salary schedule.
- 7. Units and vocational experience used for obtaining the credential may be used in group placement only.
- 8. The Board of Trustees reserves unto itself the right to advertise and initially place vocational instructors with less than an A.A. degree in Groups II and III, depending upon the necessity of attracting candidates.

STEP REQUIREMENTS (Experience)

1. Prior vocational (as defined in Group Requirements), teaching, or other school/college/university experience shall be recognized for salary placement only if presented in acceptable documented form to the Human Resources Office before the following dates, or salary shall reflect only that information received:

September 15 if employed for fall February 28 if employed for spring June 30 if employed for summer January 5 if employed for winter

- Vocational experience in excess of that used for group placement may, in addition to teaching experience, be used for step placement. One step will be allowed for each year of such vocational experience.
- 3. Prior teaching or school/college/university experience shall be acceptable only from fully accredited public, private, or parochial educational institutions, and only if performed during the regular academic year.
- 4. One step on the salary schedule will be allowed for each year of prior teaching or school/college/university experience which meets one of the following criteria:
 - a. The experience was on a full-time basis and the assignment extended over a period of at least 75% of the days that the institution was in regular session; or
 - b. The experience was on a partial contract or hourly basis, in which case one step will be allowed for each 30 semester units of college-level teaching or 1,080 hours of college-level academic non-teaching work performed. No more than one year of experience shall be allowed for assignments which occur in a single school/college year.
- 5. Experience in any of the following classifications or areas shall not count toward salary placement credit: student teaching, college teaching assistantship, adult education, day-to-day substituting, classified position, or vocational experience not related to the assignment at Santa Monica College.

APPENDIX C-3 INITIAL SALARY PLACEMENT- COMBINATION PATTERN

The combination pattern shall be followed by faculty with at least eighty percent (80%) of their assignment in one or more of the following disciplines:

Architecture Child Development Nursing Real Estate Accounting
Health Services
Office Information Systems
Recreation

Broadcasting Journalism Psychological Services

Faculty members who request to be assigned into an academic discipline and who have less than an 80% load in any combination of the above will be moved to the academic salary pattern in accordance with the criteria set forth in Appendix C-1.

Should the District establish new combination programs or reinstate programs not currently active, the District and the Faculty Association will meet to negotiate placement on the appropriate salary pattern.

GROUP REQUIREMENTS (Education/Training)

Group I Less than Group II (a person with fewer than 72 college semester units receives one group differential less than a person with a comparable number of years of experience.

Group II B.A. + 42 semester units, M.A.

Group III B.A. + 56 semester units, M.A. + 14 semester units

Group IV M.A. + 28 semester units, M.A.

Group V M.A. + 42 semester units

Group VI M.A. + 56 semester units

Group VII Doctorate

- 1. Academic faculty with a Bachelor's Degree shall be allowed a maximum of 14 semester (21 quarter) units in excess of 124 semester (186 quarter) units required for the degree in figuring their salary placement. Further unit credit shall be granted only for units taken after awarding of the B.A. degree.
- 2. The Master's Degree is defined as equal to 32 (48 quarter) units acquired after the B.A. Excess unit credit is granted beyond 32 semester (48 quarter) units.
- 3. Transferred units applied toward a degree by the degree-granting institution shall be the only units approved for placement on the salary schedule.

STEP REQUIREMENTS (Experience)

- 1. A year of vocational experience for step movement is defined as full-time paid experience for a period of at least 1,500 hours in any twelve (12)-month period. In order to be applied toward step placement, the experience must be directly related to the assignment of the faculty member. A maximum of 6 years of non-teaching vocational credit may be granted, subject to considerations in item 3.
- Prior vocational (as defined in Group Requirements), teaching, or other school/college/ university experience shall be recognized for salary placement only if presented in acceptable documented form to the Human Resources Office before the following dates, or salary shall reflect only that information received:

September 15 if employed for fall February 28 if employed for spring June 30 if employed for summer January 5 if employed for winter

For 1995 only, documents may be submitted until April 30 to qualify for salary placement for Spring, 1995.

3. The faculty member must submit a request together with a justification of the proposed work experience as well as proof of that work experience, through the department chair and the Human Resources Office to the CIO. The department chair and Human Resources Office may not deny the request but may forward comments to the CIO.

- 4. Prior teaching or school/college/university experience shall be acceptable only from fully accredited public, private, or parochial educational institutions, and only if performed during the regular academic year.
- 5. One step on the salary schedule will be allowed for each year of prior teaching or school/college/university experience which meets one of the following criteria:
 - a. The experience was on a full-time basis and the assignment extended over a period of at least 75% of the days that the institution was in regular session; or
 - b. The experience was on a partial contract or hourly basis, in which case one step will be allowed for each 30 semester units of college-level teaching or 1,080 hours of college-level academic non-teaching work performed. No more than one year of experience shall be allowed for assignments which occur in a single school/college year.
- Experience in any of the following classifications or areas shall not count toward salary placement credit: student teaching, college teaching assistantship, adult education, day-to-day substituting, classified position, or vocational experience not related to the assignment at Santa Monica College.

APPENDIX C-4 INITIAL SALARY PLACEMENT - CHILDREN'S CENTER

GENERAL SALARY PLACEMENT INFORMATION

- Children's Center employees must possess a regular children's center permit to perform their duties. Permit
 (Children's Center Instructional Permit or Children's Center Supervision Permit) verification shall be presented to
 the Human Resources Office prior to the first day of the assignment.
- Educational and experience verification shall be presented to the Human Resources Office in acceptable documented form no later than the following dates or salary shall reflect only that information received:

September 15 if employed for fall February 28 if employed for spring January 5 if employed for winter

GROUP REQUIREMENTS (Education)

Group I: A.A. degree or 60 semester units

Group II: B.A. degree

Group III: B.A. + 42 semester units, or M.A. degree

Group IV: B.A. + 56 semester units, or M. A. degree + 14 semester units

- Employees with a Bachelor's degree shall be allowed a maximum of 14 semester (21Q) units in excess of 124 semester (186Q) units required for the degree in figuring their salary placement. Further unit credit shall be granted only for units taken after awarding of the B.A. degree.
- 2. The Master's degree is defined as equal to 32 semester (48Q) units acquired after the B.A. Excess unit credit is granted beyond 32 semester (48Q) units.
- 3. Transferred units applied toward a degree by the degree-granting institution shall be the only units approved for placement on the salary schedule.

STEP REQUIREMENTS (Experience)

One step credit shall be awarded for each year of experience that conforms to the following District standards:

- 1. Prior experience, over and above that required for the Children's Center Supervision or Instructional Permit, shall be recognized.
- Steps on the Children's Center Salary Schedule will be allowed for each year of prior experience according to the following criteria:
 - Experience is defined as duties performed in an instructional capacity as a paid early childhood or kindergarten teacher in a fully accredited public, private, or parochial educational institution or in a state licensed children's center.
 - b. The experience is based on a full-time assignment extending over a period of at least 75% of the days that the institution or center was in regular session and the employer has officially certified the percentage of the regular assignment. The assignments will be accumulated and one step on the salary schedule will be allowed for each full year, full-time equivalent which has been performed.
- 3. Prior experience in accredited educational institutions shall be acceptable only if performed during the regular academic year.
- 4. Experience is any of the following classifications or areas shall not count for salary placement credit: teaching aide or teaching assistant, student teaching, teaching assistantship, day-to-day substituting or classified position (unless that classified position was as a teacher in a children's center).

APPENDIX D STEP AND GROUP ADVANCEMENT

STEP ADVANCEMENT

- 1. Probationary and Tenured Salary Schedules
 - a. Faculty who have full-time or partial assignments which extend over a period of at least 75% of the days that the college is in session during the fall and spring semesters (regular session) shall advance one step on the salary schedule effective the start of the summer session, subject to the limitations of the current salary schedule.
 - b. Sabbatical leaves shall count toward step advancement. Opportunity leaves shall count toward step advancement only if the leave involves a full-time faculty assignment which extends over a period of at least 75% of the days that the institution is in regular session.
 - c. Up to two additional steps may be granted, on a year-for-year basis, for relevant work experience gained while on an unpaid leave of absence, subject to approval by the ClO, or designee. Requests are to be submitted concurrently with or prior to the approval of the leave.

Upon return from an unpaid leave, the employee must submit a request together with justification and proof of the work experience through the department chair and the Human Resources Office to the CIO.

Requests submitted prior to February 28, 1995 for leaves taken prior to February 13, 1995, if approved, will be effective January 1, 1995. Full-time faculty on approved leave of absence as of February 13, 1995 will be permitted to apply for step advancement upon their return from unpaid leave notwithstanding the requirement to obtain approval prior to commencing an unpaid leave.

d. Faculty in disciplines defined as following the academic pattern, and identified by the District in accordance with the procedures described in 1. (e), may apply to the CIO for up to two (2) additional steps of credit, which would be the maximum step advancement available under this provision over the life of a faculty member's employment at Santa Monica College.

Faculty in disciplines defined as following the combination pattern, and identified by the District in accordance with the procedures described in 1. (e), may apply to the CIO for up to six (6) additional steps of credit, the maximum step advancement available under this provision over the life of a faculty member's employment at Santa Monica College.

The maximum step advancement available to any faculty member under this provision over the life of his/her employment at Santa Monica College is two steps for disciplines following the academic pattern and six steps for disciplines following the combination pattern.

- e. The District will determine each year, prior to April, which disciplines and positions are eligible for additional steps the following year. Criteria used by the CIO include, but are not limited to:
 - 1. Academic/vocational discipline has been identified by the CPO in conjunction with the AAO and the CIO as a "hard to fill" discipline.
 - Experience must be directly relevant to the classes currently offered in the academicdiscipline.
 - 3. The faculty member submits a request together with a justification of the proposed work experience as well as proof of that work experience, through the department chair and the Human Resources Office to the CIO.
 - 4. Requests may be submitted only during a period when the District is actively recruiting (announcing for) a position in the discipline.
 - 5. Approved requests will be made effective at the beginning of the following Fall, Winter or Spring semester following the submission of the justification required in "c" above.
 - A year of non-teaching experience should be for a period of not less than 1500 hours in a 12-month period.
- f. For 1995 only, faculty originally placed on the academic pattern whose assignments are at least 80% in disciplines now classified as vocational pattern or combination pattern may apply to the CIO for

up to two additional steps of credit. Requests originally submitted prior to January 1, 1995 will be considered from faculty whose disciplines are still classified as academic.

Requests originally submitted prior to January 1, 1995, if approved, will be effective as of January 1, 1995. Requests submitted prior to April 30, 1995 will be effective as of the beginning of spring, 1995. Requests received between April 30 and June 30, 1995, if approved, will be effective fall, 1995.

Experience must be directly relevant to the classes currently offered in the discipline in which the faculty member is assigned, and at least 1500 hours of non-teaching experience in a 12 month period are required to count as one year. Requests must be submitted with a justification of the proposed work experience as well as proof of that work experience, through the department chair and the Human Resources Office to the CIO.

Graded Hourly Faculty Salary Schedule

- a. Personnel may advance one step if they have met the requirements of the next step.
- b. Step movement shall take place in the semester or inter-session following the fall or spring semester in which the total experience necessary for step movement has been completed.
- c. Graded Hourly Faculty members may combine teaching and non-teaching experience for step advancement by the following rule:

Total hours of		Total hours of	
Teaching Experience	+	Non-Teaching Experience	= # of Steps
432		864	

Any fractional part of a step derived from this formula cannot be used for advancement on the hourly rate salary schedules but may be accumulated and used for future advancement.

3. Ungraded Hourly Faculty Salary Schedule

- a. Personnel may advance one step if they have met the requirements of the next step.
- b. Step movement shall take place in the semester or inter-session following the fall or spring semester in which the total experience necessary for step movement has been completed.
- c. Faculty members teaching ungraded hourly classes may combine teaching and non-teaching experience for step advancement by the following rule:

Total hours of		Total hours of	
Teaching Experience	+	Non-Teaching Experience	= # of Steps
684		864	

Any fractional part of a step derived from this formula cannot be used for advancement on the hourly rate salary schedules but may be accumulated and used for future advancement.

Load Factor = 1.0 Salary Schedule

After initial placement, faculty may advance one step on the schedule for each 30 LHE's taught at load factor 1.0 during fall or spring semesters. The step advancement will take effect the semester or intersession after the completion of 30 LHE's.

5. Faculty paid on the overload schedule must complete 24 overload LHE's for step movement.

GROUP ADVANCEMENT

- 1. Group advancement earned and properly filed for by faculty shall be granted effective the beginning of the fall semester.
- 2. Probationary and Tenured Salary Schedules
 - Faculty planning to advance to a higher group on the salary schedule for the following academic year must complete the following by April 15:
 - 1. Submit a written notification to the Human Resources Office; and
 - 2. Schedule a group advancement conference with the personnel specialist in the Human Resources Office.
 - b. Group salary advancements will be granted only when the Human Resources Office has received one of the following verifications before the beginning of the fall semester:
 - 1. Official grade cards or transcript; or
 - Official college or university notification that an advanced degree will be awarded by September I; or
 - Personal affidavit that all requirements as stated in the advancement request have been met.
 - c. It is the responsibility of each individual to keep a personal record of units taken and to see that professional advancement policies are not exceeded.
 - d. Advancement to a higher group on the salary schedule shall be approved by the appropriate personnel administrator and shall be based upon fully satisfied minimum qualifications or equivalencies and academic unit requirements of the group. The Academic Senate Professional Development Committee shall be consulted for a recommendation if there are any questions concerning the applicability of units for advancement. All quarter unit courses will be converted to semester units so that one quarter unit equals two-thirds (2/3) of a semester unit.

Courses shall be accepted for unit credit only if they are taken in an accredited institution that gives unit credit for those courses completed.

e. A maximum of fourteen (14) semester units may be applied toward group salary advancement for any college year (including summer) for tenured or probationary faculty members, with the following exceptions: personnel on opportunity, study, or sabbatical leaves shall be eligible to use all approved units or advanced degrees obtained during this period.

A person not eligible for group movement for units obtained prior to the awarding of a degree shall, upon receipt of the degree, be allowed movement to the group which the degree and the units entitle the person.

Any number of approved units may be taken, and these may be applied in the next college year or in subsequent years toward salary advancement as long as not more than fourteen (14) semester units are used at one time for advancement.

f. To be applied to advancement, the units shall consist of at least ten (10) controlled semester units and four (4) elective semester units.

Controlled semester units are acquired only in college or university-level courses that have not been taken before and that meet one or more of the following criteria:

- 1. Are directly related to the faculty member's current assignment.
- Are in the faculty member's major or related field.
- 3. Are required for an approved advanced degree.
- Make for a better understanding of student learning behavior.
- Improve understanding of community college administration, laws, procedures, or curriculum.
- Improve methods or techniques of instruction, counseling, nursing, or library science.

Increase understanding of student minority groups, their cultures, and their languages.

Elective units are acquired in courses that contribute to the professional development of the faculty member. They may be taken at any college level as long as they have not been previously taken.

- g. Instructors having 80% or more of their assignment in the following departments: automotive technology, business, cosmetology, graphic arts, health sciences, home economics, technical, and trades may use continuing education units toward group advancement, with the following restrictions:
 - 1. One (1) unit of credit shall be equal to two (2) continuing education units (1 CEU = 10 hours of direct instruction) earned through an organization, institution, or association acceptable to the instructor's department chair, division manager and the Academic Senate Professional Committee. All approvals must be obtained prior to the instructor's participation in the requested program. Requests for CEU courses must be submitted to the appropriate personnel administrator in accordance with the procedures for group advancement. Units calculated from CEU credits may be used for elective or controlled units for group movement.
 - Approved CEU units accumulated during 1978-79 and 1979-80 may be credited to instructors for group advancement without regard to the required sequence of approvals contained in this section.
 - One unit of credit equals 60 clock hours of non-paid experience gained through special training sessions related to the teaching area. This experience must be recommended in advance by the department chair and division manager to the appropriate personnel administrator.
- 3. Hourly Graded and Ungraded Faculty Salary Schedules

Group advancement on the hourly graded and ungraded faculty salary schedules shall be based on group requirements, with a maximum of eight (8) elective semester units allowed for each group. The controlled units must meet the criteria previously stated above in subsection (f).

Graded hourly faculty members who taught graded classes during the spring and/or summer sessions of 1977 and have been placed at Group III, Step 2 on the Graded Hourly Faculty Salary Schedule, shall be entitled to step advancement when the necessary total teaching hours have been accumulated.

APPENDIX E-I ADDED RESPONSIBILITY ASSIGNMENTS SCHEDULE

Special Programs and Services

Step	Ratio/Year	Amount	Amount
		Falt 2001	Annual
	.018	627	1,254
2	.036	1,254	2,508
3	.054	1,881	3,762

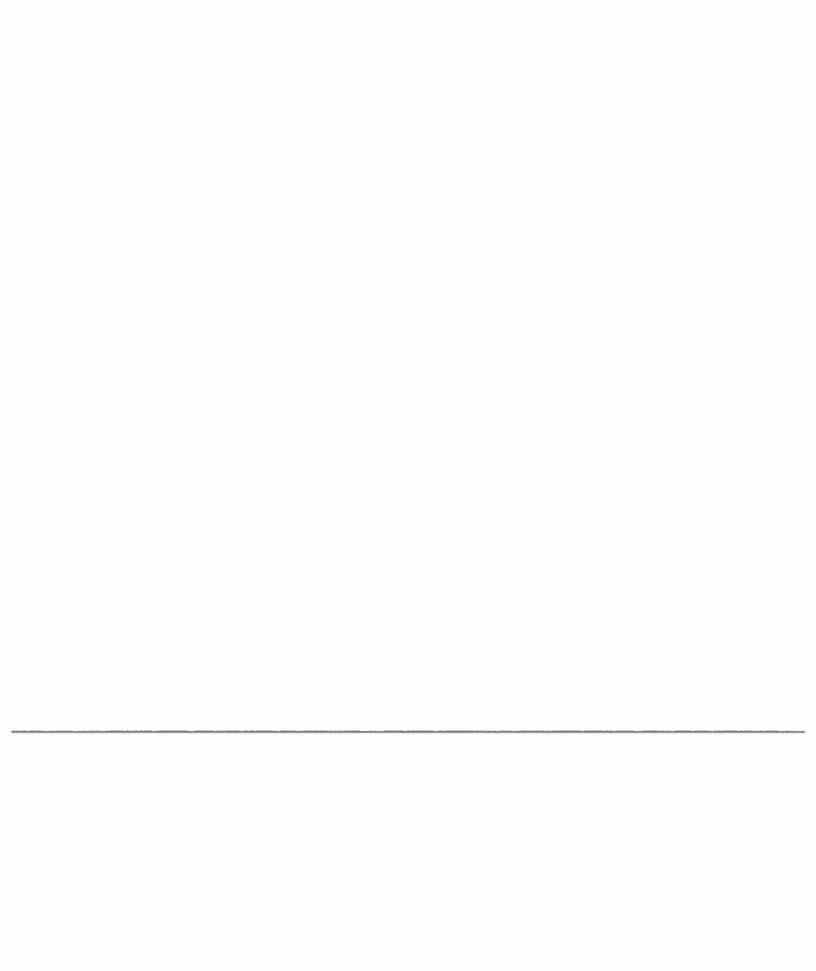
APPENDIX E-2 ADDED RESPONSIBILITY ASSIGNMENTS SCHEDULE

Athletics

Step	Ratio/Year	Amount	Amount
		Fall 2001	Annual
1 1	.108	3,762	7,525
2	.117	4,076	8,152
3	.126	4,390	8,779

The ratio for each step on Schedules E-1 and E-2 relate to Group 2, Step 17 of the Probationary and Tenured Faculty Salary Schedule (\$69,675).

APPENDIX F 2001-2002, 2002-03, 2003-04 CALENDARS





APPENDIX G-1 GRIEVANCE PROCEDURE CONTROL FORM LEVEL ONE

To be co	mpleted by Grievant:			
Grievant			Dept [Date:
Immedia	te Supervisor or District Representa	tive:		
		Data	<i>Initials</i> Grievant	Supervisor
		<u>Date</u>	Orievant	<u>oupervisor</u>
Α.	Date of grievance or grievant's knowledge of conditions upon	which grievance is based	•	
B.	Date of informal conference.			
C.	"A") (Copy to Faculty Associa	Date this formal Grievance Form filed with the immediate supervisor or District representative (within 30 days of "A") (Copy to Faculty Association)		
To be co	mpleted by Immediate Supervisor o			
D.	Date of amended grievance statement (if any)			
E.	Date of grievance conference (within 10 days of "C")			
	Grievant's conferees (if any)	(1)	(2)	
	Supervisor's of District Repres Conferees (if any)	entative (1)	(2)	
F.	Date written decision distribut (within 10 days of "E")			
	Copies to: Grievant			
	F.A. Professional Rights Commi			
	Vice President, I	luman Resources		
G.	Declaration that decision is non-precedent setting:			
	Faculty Association	Yes	No	
	District Representative	Yes	No	
	End of response period (10 days after "F")			

<u>END OF LEVEL ONE</u>. The grievant, if dissatisfied with the decision of the immediate supervisor or District representative, may begin Level 2.

APPENDIX G-1 (continued)

GRIEVANCE PROCEDURE CONTROL FORM LEVEL TWO: APPEAL

		<i>Initials</i>		
		<u>Date</u>	<u>Grievant</u>	<u>Supervisor</u>
Н.	Date of appeal to Superintendent/ President (within 10 days of "F")			
l.	Grievant's conferees (if any)	(1)	(2)	· · · · · · · · · · · · · · · · · · ·
	Immediate Supervisor's or District Representative	(1)	(2)	
J.	Date of meeting with Superintendent/ President or designee (within 10 days of "H")			
K.	Date of Superintendent/President's or designee's response and distribution to Grievant (within 5 days of "J" if a meeting is held; otherwise, within 10 days of "H")			

END OF LEVEL TWO. The grievant, if dissatisfied with the decision of the Superintendent/President or designee, may begin Level 3.

APPENDIX G-1 (continued)

GRIEVANCE PROCEDURE CONTROL FORM

		<u>Date</u>	Initials <u>Grievant</u>	Supervisor
L.	Date of Grievant's request to F.A. to file for arbitration hearing (within 5 days of "K")			
M.	Date of F.A. request to Vice President, Human Resources for arbitration hearing (within 15 days of "L")			
N.	Grievant's conferees (if any)	(1)	(2)	
	District representatives (if any)	(1)	(2)	
O.	Arbitrator		<u> </u>	
	Date of Arbitration			
Р.	Date of Arbitrator's decision and distribution to: Grievant			
	Vice President, Human Resources		· · · · · · · · · · · · · · · · · · ·	
	Faculty Association			

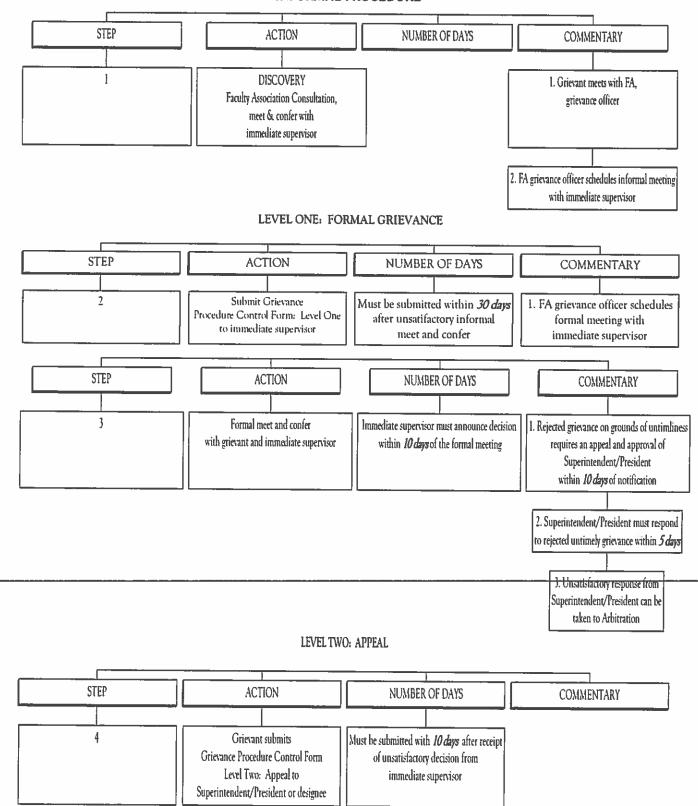
APPENDIX G-2 DISTRICT GRIEVANCE FORM LEVEL ONE

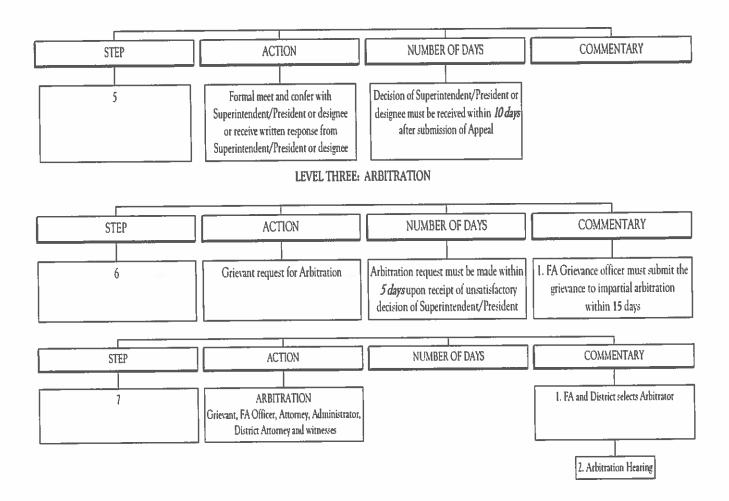
To be completed by Grievant: Grievant: _____Dept. Immediate Supervisor or District Representative: Indicate the specific provision of the Agreement alleged to have been violated: Describe the grievance including a statement of how the violation of this provision has adversely affected the 2. grievant: (use additional sheets if necessary) 3. Indicate the specific remedy sought by the grievant: (use additional sheets if necessary) Decisions (if any) rendered at the informal conference: (use additional sheets if necessary) 4. Date: Grievant's Signature To be completed by Immediate Supervisor or District Representative 5. Date of formal conference: Written decision (to be completed within ten days of the conference): (use additional sheets if necessary) Date: Immediate Supervisor or District Representative Signature

APPENDIX G-3 DISTRICT GRIEVANCE FORM LEVEL TWO: APPEAL

Grievant:	Dept
Immediat	e Supervisor or District Representative:
1.	Level One decision received on(date)
2.	Attach a copy of the original grievance and the decision rendered by the immediate supervisor.
	Describe the reasons for the appeal of the Level One decision: (use additional sheets if necessary)
	Date:
_	Grievant's Signature
5. ————	Decision of the Superintendent/President or designee: (use additional sheets if necessary)
Date:	
	Superintendent/President or Designee Signature

APPENDIX G-4 GRIEVANCE PROCEDURE FLOW CHART INFORMAL PROCEDURE





APPENDIX H LIST OF COLLEGE COURSES WITH LOAD FACTORS

The list of college courses with their individual load factors is available in the Office of Academic Affairs, department offices, the District's Internet Home Page and the office of the Association (Article 6.7.1).

APPENDIX I SMC FACULTY SERVICE AREAS PROCESS

DEFINITION OF FACULTY SERVICE AREA

The term "faculty service area" means a service or instructional subject area or group of related services or instructional subject areas in which service is performed by faculty. The term "eligibility criteria" refers to criteria by which a faculty member is deemed competent to render service in a faculty service area.

INTENT OF THE FSA COMMITTEE

- 1. The primary goal of the committee is to simultaneously provide protection for faculty positions and maintain the excellent quality of instruction and student services at Santa Monica College in the unlikely event of a reduction-in-force. This includes maintaining diversity of programs to the extent possible in such an emergency situation.
- 2. Faculty service areas and the bumping rights within them shall take effect only in the event of a college-wide reduction-in-force or program deletion which results in the dismissal of tenured or probationary faculty members. In the event of the elimination of a program in which faculty members can be reassigned to other areas of the college through the normal reassignment process (as defined in the SMC Equivalency Process), faculty service areas and bumping rights through seniority do not apply.
- 3. The first of the FSA Eligibility Criteria applies to the vast majority of faculty members at Santa Monica College.
- 4. The second of the FSA Eligibility Criteria is intended to protect faculty members with General Secondary Credentials and faculty members who have qualified to perform service in a discipline through the equivalency process. A 6 LHE fall or spring assignment or a 5 LHE summer session assignment indicates a significant commitment to a faculty member by a department, thus providing protection to disciplines while, at the same time, providing protection for faculty members who regularly have assignments split between disciplines.

ELIGIBILITY CRITERIA FOR FACULTY SERVICE AREAS

To qualify for placement in a faculty service area, an employee must be a full-time tenured or probationary faculty member or an academic administrator with faculty tenure or administrative retreat rights and meet one of the following criteria:

- 1. Meet the California Community College Board of Governors minimum qualifications or possess a valid credential to perform service in the faculty service area; or
- 2. Have performed services of at least 6 LHE* in a fall or spring semester or at least 5 LHE* in a summer session in the faculty service area at Santa Monica College.**
 - * LHE = Lecture Hour Equivalent (Adjusted Hours) = Weekly Teacher Hour multiplied by Load Factor [Example: If weekly teacher hours = 8 and load factor = .750, Lecture Hour Equivalent (Adjusted) = 6 (8 times .750).]
 - ** In order for one tenured faculty member to bump another in the event of a reduction-in-force, the faculty member must not only be placed in the appropriate faculty service area through meeting the eligibility criteria, but must also be legally qualified to perform service in the faculty service area. Means of qualification other than meeting the Board of Governors Minimum Qualifications or possession of a California Community College subject area credential would include possession of a California Community College general secondary credential or having been certified by the department as possessing qualifications at least equivalent to the Board of Governors Minimum Qualifications.

PROCESS FOR ASSIGNMENT TO FACULTY SERVICE AREAS

- 1. All tenured full-time faculty members and academic administrators with faculty tenure shall be initially assigned by the Human Resources Office to one or more faculty service areas. This assignment shall be based upon the employee's academic qualification (meeting of statewide qualifications or possession of a valid subject area credential) and current (or most recent) faculty assignment.
- Current probationary full-time faculty members shall be initially assigned by the Human Resources Office to one
 or more faculty service areas. The assignment shall be based upon the faculty member's academic qualifications
 (meeting of statewide minimum qualifications or possession of a valid subject area credential) and current faculty
 assignment.
- 3. All newly hired faculty members shall be initially assigned by the Human Resources Office to at least one faculty service area. The assignment shall be based upon the faculty member's academic qualifications (meeting of statewide qualifications or possession of a valid subject area credential) and initial faculty assignment.
- 4. Academic administrators who request and are granted administrative retreat rights shall be assigned to at least one faculty service area at the time that retreat rights are granted. The assignment shall be based upon the administrator's academic qualifications.
- After initial assignment to faculty service areas have been made, tenured faculty members and academic administrators shall have the right to petition assignment to additional faculty service areas. The following form shall be used to enable the employee to provide evidence that the academic or faculty assignment conditions have been met. If the request for assignment to an additional faculty service area is approved, placement in the new faculty service area shall be retroactive to the date of application. (When a reduction-in-force has been declared by the Board of Trustees, applications to be assigned to additional faculty service areas must be submitted by February 15.)
- 6. Any dispute arising from an allegation that a tenured faculty member has been improperly denied placement in a faculty service area as requested in an application filed by the faculty member shall be classified as a grievance and is subject to the grievance procedure outlined in the Agreement between the Santa Monica Community College District and the Santa Monica College Faculty Association.
- 7. Initial date of hire as a permanent academic employee and subsequent years of uninterrupted service to the District shall be the determining factor for bumping rights within a given faculty service area. (Sabbaticals and other Board of Trustees approved leaves of absence are not considered interruptions in service.)
- 8. In the event that two employees are hired at the same time and are initially assigned to the same faculty service area, a lottery draw at the time of hire shall determine seniority. If no lottery was held when two employees were hired at the same time, a lottery shall be held after a formal declaration of reduction-in-force is made.
- 9. The Human Resources Office shall be responsible for maintaining records of faculty service area assignment. The Faculty Association shall be informed of initial assignment and shall receive annual updates. The Faculty Association shall be notified before a reduction-in-force item is placed on the agenda for a Board of Trustees meeting and shall actively monitor the reduction-in-force process. Such monitoring shall include immediate notification of the names of those being laid off or bumped and the basis (all names and data used) for the decision.

SANTA MONICA COLLEGE HUMAN RESOURCES - HUMAN RESOURCES SERVICES

APPLICATION FOR PLACEMENT IN AN ADDITIONAL FACULTY SERVICE AREA

NAME:

DEPARTMENT:					
NEW FSA:					
Indicate thro	ough which of the following eligibility criteria you qualify for placement in the new faculty service area:				
I meet the Community	meet the California Community College Board of Governors Minimum Qualifications or possess a valid Califor Community College subject credential to perform service in the faculty service area.				
	formed service of at least 6 LHE in a fall or spring semester or at least 5 LHE in a summer session in the faculty a at Santa Monica College. *				
*	In order for one tenured faculty member to bump another for reasons of seniority in the event of a reduction-in- force, the faculty member must be legally qualified to perform service in the faculty service area as well as having been placed in the faculty service area through meeting the eligibility criteria.				
Briefly exp	lain how you qualify for placement in the new faculty service area. (Please attach appropriate documentation.)				
Signature o	of Employee Date				
APPROVA	AL:				

EXAMPLE USING PROPOSED SMC FACULTY SERVICE AREAS PROCESS

NOTE: In order for one tenured faculty member to bump another for reasons of seniority in a reduction-in-force situation, the following two conditions must be met:

- 1. The faculty member must be legally qualified to perform service in the new discipline by meeting the Board of Governors Minimum Qualifications in the new discipline, being certified by the new department as possessing qualifications at least equivalent to the Board of Governors Minimum Qualifications, or possessing a valid California Community College Credential to perform service in the subject area.
- The faculty member must have been placed in the appropriate faculty service area through meeting the eligibility criteria.

FRANK FREUD

Frank has a Bachelor's degree in psychology, a Master's degree in sociology, and a lifetime credential in sociology. He is a tenured faculty member who has taught sociology at SMC for several years, but he is the least senior faculty member in sociology. He is more senior, however, than one tenured psychology instructor. There is now a reduction-in-force situation which dictates the elimination of one sociology position. Can Frank bump the psychology instructor?

Yes. The combination of a Bachelor's degree in psychology and a Master's degree in sociology qualifies Frank to teach psychology under the board of Governors minimum qualifications. Meeting the board of governors minimum qualifications also makes Frank eligible for Psychology FSA.

BARBARA BARRYMORE

Barbara has Bachelor's and Master's degrees in Theatre Arts as well as a lifetime Theatre Arts credential. Five years ago in a fall semester, she taught a total of 6 LHE in the Music Department under a two-year limited service credential. Barbara has never applied to the Music Department for certification of equivalency to the Board of Governors Minimum Qualifications. A reduction-in-force situation dictates the elimination of one Theatre Arts position. As the least senior member of the theatre arts faculty, can Barbara bump a music instructor with less seniority?

No. Although Barbara is eligible for Music FSA because of her 6 LHE of teaching in the Music Department, she is no longer qualified to teach music. (Her temporary credential has expired and she does not meet the Board of Governors' minimum qualifications in music-Master's degree in music or Bachelor's degree in music and Master's degree in humanities-nor has she been certified by the Music Department as possessing qualifications at least equivalent the Board of Governors Minimum Qualifications.)

CATHERINE CURIE/NATHANIEL NEWTON

A reduction-in-force situation dictates the elimination of two physics positions. Catherine Curie, who has a Bachelor's degree in chemistry and a Master's degree in physics, has taught physics at SMC for ten years. Nathaniel Newton, who has a Bachelor's degree in mathematics and a Master's degree in physics, has taught physics at SMC for 6 years. What bumping rights do Carole and Nathaniel have? (The least senior chemistry instructor has taught at SMC for twelve years.)

Catherine's Bachelor's degree in chemistry and Master's degree in physics qualify her to teach chemistry under the Board of Governors Minimum Qualifications, and meeting the minimum qualifications in the discipline makes her eligible for the Chemistry ESA. However, she has less seniority than the most-recently hired-chemistry instructor, so she has no bumping rights.

Nathaniel's Bachelor's degree in mathematics and Master's degree in physics qualify him to teach math under the Board of Governors Minimum Qualifications, and meeting the minimum qualifications in the discipline makes him eligible for the Math FSA. Since he has more seniority in the District, he may bump the most recently hired math instructor.

MARVIN MICROSOFT

Marvin Microsoft, the least senior tenured English department faculty member, has Bachelor's and Master's degrees in English, and, through equivalency certification by the Business Department, he has taught word processing classes as part of his teaching load (as much as 7.5 LHE in some fall and spring semesters.) Marvin has more seniority than one Office Information Systems tenured faculty member. In a reduction-in-force situation where one English position is to be eliminated, can Marvin bump the less senior OIS faculty member?

Yes. The equivalency certification by the Business Department legally qualifies him to teach word processing. The fact that he has taught, in a fall or spring semester, at least 6 LHE in word processing makes him eligible for the appropriate FSA.

PETER PICASSO/CONSTANCE CHANEL

Enrollments in the Art Department have fallen to the extent that is necessary for the administration to eliminate one art position. Peter has a Master's degree in Art and has been teaching in the Art Department at SMC for five years. Constance has lifetime credentials in both art and fashion and related technologies and has been teaching at SMC for twelve years. Peter and Constance are the least senior members of the Art Department faculty. The administration does not wish to layoff a faculty member, but can no longer provide a legitimate teaching load for all of the art faculty. Since enrollments in fashion design have been increasing rapidly, and there are 2 FTE's of weekly teacher hours covered by hourly faculty in the fashion program, the administration has decided to reassign constance to the fashion program. Since Constance has more seniority than Peter, can this be done?

Yes. Seniority and FSA eligibility play no part in a reassignment process which does not involve laying off a faculty member. The District has the right to reassign any faculty member as long as the faculty member is legally qualified to perform service in the new area. Constance's credential in fashion qualifies her to teach in that program, and an assignment exists for her there.

APPENDIX J SELF-EVALUATION

"Duties of the Assignment"

For each category, indicate the way or ways in which you completed the assignment. Include the date(s) as well. Put "N/A" if duty is not applicable to your assignment; not all activities are required.

Classes taught at either on or off-campus locations, or approved reassigned time activities completed:
Student office hours:
Approved conferences and field trips:
Approved contenees and new trips.
Consultation with other faculty, the administration, and community members:
and the state of t
Interacting with students as a mentor, club advisor, or event advisor:

Ma	intaining subject matter currency by any of the following:
a.	reading professional literature
b.	being a member of a professional association
c.	publishing a book or article
d.	presenting a workshop or completing a sabbatical or fellowship project
e.	participating in curriculum development by:
	- working with four-year colleges to facilitate articulation;
	- revising course outlines or developing new courses;
	- participating in assignment-based research (e.g. student tracking):
1	

Par	ticipating in Governance by any of the following, or a similar activity:
a.	participating on a college committee, Academic Senate committee, Faculty Association committee, or task force;
b.	participating in peer review (hiring committees, tenure evaluation, biannual evaluation of hourly faculty);
c.	mentoring new faculty:

APPENDIX K MEMORANDUM OF UNDERSTANDING REGARDING WORKING CONDITIONS AND OTHER ISSUES

This appendix contains each Memorandum of Understanding that is placed in force during the contract period, and other documents which relate to faculty employment issues that have the force of such a memorandum.

Included herein is:

1. Memorandum regarding the Open Activity Hour Experiment, dated March 10, 1999

MEMORANDUM: OPEN ACTIVITY HOUR EXPERIMENT, March 10, 1999

The Student Activity Hour Task Force has been meeting regularly since November 1998 to fulfill its charge of submitting a recommendation regarding a class scheduling experiment for the 1999-2000 academic year. To ensure inclusion of as many issues as possible in their discussions, task force members have diligently reviewed data on student demand for classes, classroom availability, and the current uses of the student activity hour as well as written opinions and recommendations submitted by various departments and individual members of the college community. The goal of the task force has been to craft a scheduling experiment that would increase student access to certain high demand classes without seriously impacting the important role the student activity hour currently serves for the college community. At today's meeting, the task force reached consensus on the parameters of a proposed experiment. Of the nine members present when the vote was taken, eight members voted to recommend that the experiment be conducted. (One faculty member abstained from voting on the basis of the Faculty Association's assertion that components of the proposal related to faculty scheduling fall within the scope of collective bargaining and should therefore be negotiated.)

The Student Activity Hour Task Force recommends the following parameters for a scheduling experiment to be conducted during the 1999-2000 academic year:

- Class scheduling patterns will be altered to include 11:15 a.m.-12:35 p.m. time periods on Tuesdays, Thursdays, and Fridays during which activities, events, and meetings may be scheduled.
- A few (10-15) sections of selected high demand classes will be scheduled during the 11:15 a.m.-12:35 p.m. time periods on Tuesdays and Fridays.
- Departmental participation in the scheduling experiment will be voluntary. (A group of high demand classes will be selected, but individual departments may choose not to include sections of these classes in the experiment.)
- Section comments will be included in the Schedule of Classes to inform students that sections scheduled during the 11:15 a.m.-12:35 p.m. time slot Tuesdays and Fridays as part of the experiment conflict with the student activity hour.
- The Student Activity Hour Task Force will monitor and evaluate the scheduling experiment. Criteria for evaluation will include student demand for the classes (using traditional measures of enrollment, section closing dates, etc. in relation to other sections of the same class) as well as comparative data regarding activity and organization participation rates submitted by the Associated Students, faculty organizations, and other groups scheduling events and meetings during the student activity hours. (Enrollment tallies for sections that are part of the experiment will be regularly provided to task force members during registration periods.)
- A serious attempt will be made to avoid conflicts between activities involving students, particularly between counseling workshops and special student events. (The topic of the conflict between faculty office hours and meetings/activities scheduled during student activity hours was discussed, but the task force did not reach consensus to develop a recommendation on this issue.)
- If the evaluation of the experiment is positive, and the task force recommends continuation of the experiment beyond the 2000-2001 academic year, the number of classes involved in the experiment will still be limited to 10-15 sections of high demand classes.

We thank the members of the Student Activity Hour Task Force for their active participation, thoughtful reflection on the issues, and particularly for consistently maintaining an environment of tolerance and respect for the expression of conflicting opinions and ideas while discussing a controversial topic.

SANTA MONICA COMMUNITY COLLEGE DISTRICT

APPENDIX L-1 OFFER OF EMPLOYMENT #1

To:	
Upon the recommendation of your department chair a Trustees of the Santa Monica Community College D length, and your maximum pay will be as follows:	and the appropriate Administrator, your name is being sent to the Board of district for employment as an hourly faculty member. Your assignment, its
Instruction begins	and ends
Maximum pay includes compensation for flex hours the assignment is for the full semester, this amount calendar).	and the elongation of classes necessitated by the new college calendar. (If is equal to that for 18 weeks of instruction under the traditional college
Hourly faculty will receive their compensation in fo by the Payroll department. If you are a continuing fa office that you want to continue doing so.	our installments. Checks are disbursed according to the schedule provided aculty member and participating in direct deposit, please notify the payroll
and Records office by the appropriate deadline date	signment requires that grades for all classes be turned in to the Admissions. The District reserves the right to delay issuing the last paycheck of any hat faculty member's classes have been turned in to the Admissions and
Any questions concerning this offer should be direct	ted to the appropriate administrator:
Jeff :	gie Hall, Emeritus College Shimizu, Academic Affairs ohnson, Transfer and Retention
This Offer is valid until and mu	ist be accepted or rejected before that date.
Please check the appropriate space below, sign, and	return the original to:
	ources Office - Academic Personnel Santa Monica College 1900 Pico Blvd. Santa Monica, CA 90405
☐ I accept this offer of employment	
☐ 1 DO NOT accept this offer of employ	ment
	By:
Employee signature	Dorothy T. Gelvin, Dean, Human Resources

APPENDIX L-2 OFFER OF EMPLOYMENT #2

To: Upon the recommendation of your department chair and the appropriate Administrator, your name is being sent to the board of Trustees of the Santa Monica Community College District for employment as an hourly faculty member. Your assignment, its length, and your maximum pay will be as follows: Instruction begins and ends If you have a teaching assignment: The assignment may be modified or cancelled should the enrollment not be sufficient to merit continuation. 2. The assignment may be modified or cancelled if your class is needed to complete the contract of a tenured or probationary full-time faculty member. 3. To complete this assignment, grades for all classes must be turned in to the Admissions and Records office by the appropriate deadline date. The District reserves the right to delay issuing the last paycheck of any hourly faculty member until the grades for all of that faculty member's classes have been turned in to the Admissions and Records Office. The District reserves the right to cancel any classes or change any assignment as needed. Any questions concerning this offer should be directed to the appropriate administrator: Maggie Hall, Emeritus College Jeff Shimizu, Academic Affairs Brenda Johnson, Transfer and Retention Hourly faculty will receive their compensation in four installments. Checks are disbursed according to the schedule provided by the Payroll Department. This Offer is valid until and must be accepted or rejected before that date. Your employment becomes binding only when subsequently approved by the Board of Trustees. Please check the appropriate space below, sign, and return the original to: Human Resources Office - Academic Personnel Santa Monica College 1900 Pico Blvd. Santa Monica, CA 90405 I accept this offer of employment I DO NOT accept this offer of employment

By:

Dorothy T. Gelvin, Dean, Human Resources

Employee signature

APPENDIX L-3 ASSOCIATE FACULTY

Date	
Dear Faculty:	
Congratulations. I am pleased to inform you that you have achieved the status of Associate Faculty, per Article 6.5.6 of collective bargaining agreement. As an Associate Faculty member, you will receive an annual employment contract beginn Fall 2002.	f the ning
The contract features the following provisions regarding Associate Faculty: The number of assigned teaching or non-teach hours for the academic year will be no less than the number of assigned teaching or non-teaching hours in the prevacademic year. At the conclusion of each academic year, if you are to be rehired and continue to meet the eligible requirements, you shall continue to be rehired for a period of one year, with the same level of academic assignment as in previous academic year.	vious bility
We hope that this gesture emphasizes our recognition of your contributions to Santa Monica College, as evidenced by evaluations over several semesters. We appreciate your commitment to your profession, to your students, and to Santa Mo College.	your onica
Sincerely,	
Randal Lawson Vice President, Academic Affairs	

APPENDIX M ADMINISTRATIVE REGULATION AR-4115a

Permanent Personnel - Evaluation

Procedure for Evaluating Probationary and Temporary Contract Faculty

Santa Monica College will utilize a four-year tenure track process, described below, for probationary and temporary contract faculty. This process will ensure that the College faculty sustains its outstanding record of achievement and promotes academic excellence. In evaluating probationary and temporary contract faculty, Santa Monica College expects all faculty to meet the following specific standards in the performance of their duties (§87664):

- 1. Practice effective instruction and student services, as measured by rates of retention, student satisfaction, and student success;
- 2. Observe all state, local, and College laws, regulations, and policies and District contractual obligations;
- 3. Participate in professional and College activities;
- 4. Maintain and improve professional and subject matter competency.

This process is designed to accomplish the following goals in each of the four years:

Year One: Validate the initial hiring decision, evaluate the probationary and temporary contract employees'

performance, and establish a Plan for Professional Development.

Year Two: Implement, evaluate, and revise the Plan for Professional Development

Year Three: Implement and evaluate the revised Plan for Professional Development

Year Four: Evaluate total performance and award tenure.

These goals are described in greater detail below.

Tenure evaluation procedures at Santa Monica College are collectively bargained pursuant to Section 3543 of the Government Code. Consequently, this administrative regulation and the rules, procedures, rights, and responsibilities contained herein will not substitute for agreements reached between Santa Monica College and the faculty's exclusive bargaining agent.

I. ONE YEAR (First Contract)

A. <u>The Evaluation Committee</u>

A joint faculty-administrative committee will evaluate all first-year probationary and temporary contract faculty. Committee members will be representative of and sensitive to the diversity of California without compromising quality and excellence in teaching (§87663(d)). The members of the committee will be:

- The senior administrator of Human Resources or designee, who will chair the Evaluation Committee, maintain the Evaluation File (below), and take care to record the minutes, decisions, and recommendations of all Evaluation Committee meetings.
- 2. The chair or an elected faculty representative of the department to which the Evaluatee is assigned. With the concurrence of the department, the department chair or elected representative may designate another faculty member from the department to serve on the committee instead of the chair, provided that the chair's or representative's designee possesses the minimum qualifications or equivalent qualifications of the position for which the probationary or temporary contract faculty is being evaluated.
- Another faculty member who possesses the minimum qualifications or equivalent qualifications of the position for which the probationary or temporary contract faculty is being evaluated.
- 4. A faculty peer from a different College department. The outside faculty member will be selected from among all tenured full-time faculty members by the senior administrator for Human Resources after consultation with the president of the Academic Senate and the department chair or designee.

Human Resources will provide all Evaluation Committee members with orientation to the College's evaluation policies and procedures prior to their service on the committee. Committee members must attend all committee meetings and fulfill their responsibilities faithfully. The College will provide substitutes for faculty who are unable to meet their classes or deliver student services because of duties required by this policy. The senior administrator for Human Resources, after consultation with the president of the Academic Senate, may discharge from the committee any member who fails to perform his/her duties. Should a faculty member be unable to serve on the Evaluation Committee because of a reclassification in position, the faculty member may continue on the committee with the written agreement of the Evaluatee and the president of the Faculty Association or designee. Should a vacancy on the Evaluation Committee occur for any other reason, the committee chair will fill the vacancy within five business days using the guidelines specified above.

All decisions and recommendations of the Evaluation Committee require the affirmative vote of three members, except for a Recommendation to Hire as a Regular Contract Employee or a Recommendation Not to Rehire, which will require the affirmative vote of four members. In case that the Evaluation Committee is unable to make a decision or recommendation, the Superintendent/President and the president of the Academic Senate will confer and make the decision or recommendation.

B. The Evaluation File

The Evaluation File will contain all materials used by the committee to make its decisions and recommendations. The Evaluation File will include the following:

1. Reports of Classroom or Service Observations

Each member of the Evaluation Committee will conduct a classroom or service evaluation before the end of the fourteenth week of the Evaluatee's first Fall Semester. The Evaluation Committee will decide to conduct announced or unannounced observations.

2. Reports of Conferences between the Evaluatee and Members of the Evaluation Committee

Each Evaluation Committee member will complete an Observation Form and hold a conference with the Evaluatee within one week of the observation to review the observation and discuss plans for Professional Development, if appropriate.

3. Reports of Other Professional or College Activities

The Evaluatee may submit to the Evaluation Committee a report of any additional professional activities that the Evaluatee wishes to include in the Evaluation File. Such activities may include shared governance, faculty representation, research, publications, student mentoring, or community service activities.

4. Student Evaluations

The evaluations normally administered to the students of all tenured faculty will be administered to the students of first-year probationary or temporary contract faculty. Summaries of those evaluations will be placed in the Evaluation File along with any other student evaluations selected by the Evaluatee.

5. Course Syllabi

These materials should conform to the guidelines established by the Academic Senate and should include student evaluation policies and statements of learning objectives.

6. A Self-evaluation

The Self-evaluation may include but need not be limited to the following materials:

- A description of professional growth activities in which the faculty member has been involved.
- b. Plans for improving the faculty member's effectiveness. Such plans may be based on:
 - 1. Self-assessment of teaching methods and/or student
 - Review of curriculum and course content;

- 3. Student and peer evaluations;
- 4. Review of the faculty member's relationships with students and colleagues;
- 5. Self-evaluation of current level of knowledge and skills required for the assignment;
- 6. Student achievement and retention; and,
- Other relevant factors suggested by the Evaluation Committee.

7. Other Materials

The Evaluation Committee will clearly describe in writing the other materials it decides are relevant and necessary for a complete, effective, and fair evaluation. The Evaluation Committee will provide the Evaluatee a reasonable time but no less than two weeks to assemble those materials for which the Evaluatee is responsible.

The Evaluation Committee will rely solely on materials contained in the Evaluation File to make its decisions and recommendations concerning the Evaluatee.

The first-year Evaluation File will be maintained intact by the senior administrator for Human Resources or designee for a period of no less than five years.

C. The Evaluation Process

Each of the following procedures and/or meetings will be completed no later than the time specified below for probationary faculty whose first semester of employment begins with Fall Semester. The District and Faculty Association will mutually agree to appropriate, alternative evaluation timelines for probationary faculty whose employment does not start at the beginning of the Fall Semester.

First Fall Semester of Employment:

- 1. End of Week Three: The Evaluation Committee Chair will convene the committee and determine that all members have received appropriate orientation. At its first meeting, the Evaluation Committee will review the timetable and procedures for the evaluation. The Evaluation Committee will also decide what, if any, other materials beyond those specified for inclusion in the Evaluation File are relevant and necessary to a complete, effective, and fair evaluation and should therefore be included in the Evaluation File. At this meeting the Evaluation Committee will also decide whether observations will be announced or unannounced.
- 2. End of Week Five: The Evaluation Committee or Committee Chair will meet with the Evaluatee to describe the Evaluation Process, disclose the membership of the Evaluation Committee, and notify the Evaluatee in writing of the other materials, noted above in section I.B.7 of this regulation, that will be included in the Evaluation File.
- 3. End of Week Fourteen: Deadline for completing and filing of all Evaluation File

- 4. End of Week Fifteen: The Evaluation Committee will meet with the Evaluatee and review all materials in the Evaluation File. The committee chair will prepare and the Evaluation Committee members and Evaluatee will sign the First Contract Year Statement of Evaluation form, which will state all reasons for the recommendation of the Evaluation Committee. The Evaluation Committee will recommend one of the following (§87608):
- 5. End of Week Fifteen: The Evaluation Committee will meet with the Evaluatee and review all materials in the Evaluation File. The committee chair will prepare and the Evaluation Committee members and Evaluatee will sign the First Contract Year Statement of Evaluation form, which will state all reasons for the recommendation of the Evaluation Committee. The Evaluation Committee will recommend one of the following (§87608):

For Probationary Employees:

- •Not Enter into a Contract for the Following Academic Year
- •Enter into a Contract for the Following Academic Year
- •Employ the Probationary Employee as a Regular Employee for all Subsequent Years

For Temporary Contract Positions

- Satisfactory
- Unsatisfactory

First Spring Semester of Employment:

- 1. End of Week One: The Evaluatee may appeal the recommendation of the Evaluation Committee by submitting a written request and statement of reasons to the Superintendent/President.
- 2. End of Week Three: The Superintendent/President will review the recommendation of the Evaluation Committee, make a final determination, and submit a recommendation and the reasons therefore to the Board of Trustees. The Superintendent/President may decline to accept the recommendation of the Evaluation Committee after consultation with the president of the Academic Senate. The Superintendent/President will also review any appeals submitted by the Evaluatee and, after consultation with the president of the Academic Senate, render a determination and recommendation on the appeal.

The senior administrator for Human Resources will give written notice of the District's decision and the reasons therefore to the Evaluatee on or before March 15 of the academic year covered by the First Contract. The notice will be by registered or certified mail to the most recent address on file with the Human Resources office. Failure to give notice as required to the Evaluatee will be deemed an extension of the First Contract without change for the following academic year (§87610(a)).

- 3. End of Week Seven: If awarded a Second Contract, the Evaluatee will meet with the Evaluation Committee, which will review the materials in the Evaluation File and suggest goals and objectives that the Evaluatee might wish to include in the Plan of Professional Development. The Evaluation Committee may decide to conduct additional observations and will inform the Evaluatee of its decision.
- 4. End of Week Twelve: Taking into account the Evaluation Committee's suggestions, the Evaluatee will submit a Plan of Professional Development to the chair of the Evaluation Committee. This Plan will be included in the Evaluation File and constitute one basis for the faculty member's second year evaluation.

II. YEAR TWO (Second Contract)

A. The Evaluation Committee

The Evaluation Committee for the second-year probationary faculty member will be the same as that for the first year. The Evaluation Committee Chair will convene committee meetings and maintain the Evaluation File and Evaluation Committee minutes. Should a vacancy occur on the committee for any reason, the Committee Chair will fill the vacancy using the procedure described above no later than the third week of the second Fall Semester of employment.

B. <u>The Evaluation File</u>

In addition to materials collected in the Year One evaluation, the following materials will be placed into the Evaluation File:

1. Reports of classroom or service observations

Each member of the Evaluation Committee will conduct a classroom or service evaluation before the end of the fourteenth week of the Evaluatee's second Fall Semester. The Evaluation Committee will decide to conduct announced or unannounced observations

2. Reports of conferences between the Evaluatee and members of the Evaluation Committee

Each Evaluation Committee member will complete an Observation Form and hold a conference with the Evaluatee within one week of the observation to review the observation and discuss plans for Professional Development, if appropriate.

3. Reports of other professional or community activities

The Evaluatee may update their report to include any additional activities undertaken or completed since their last report.

4. Student Evaluations

Any summaries of new student evaluations administered to the Evaluatee's students will be added to the Evaluation File.

Course Syllabi

Syllabi for any new courses not previously taught by the Evaluatee will be included in the Evaluation File.

6. <u>Self-evaluation</u>

The Evaluatee will submit to the Evaluation Committee Chair a self-evaluation that will include the Evaluatee's report on progress toward achieving the goals set forth in the Plan of Professional Development.

7. Other Materials

The Evaluation Committee will clearly describe in writing the other materials it decides are relevant and necessary to a complete, effective, and fair evaluation. The Evaluation Committee will provide the Evaluatee a reasonable time but no less than two weeks to assemble those materials for which the Evaluatee is responsible.

C. The Evaluation Process

Each of the following procedures and/or meetings will be completed no later than the time specified below:

Second Fall Semester of Employment:

- End of Week Three: The Evaluation Committee Chair will convene the Evaluation Committee, which will review the timetable and procedures for the evaluation, decide and state in writing what, if any, other materials should be included in the Evaluation File, and decide whether members will conduct announced or unannounced observations.
- End of Week Five: The Evaluation Committee or Committee Chair will meet with the
 Evaluatee to describe the Evaluation Process and notify the Evaluatee of any other
 materials that the committee will include in the Evaluation File.
- 3. End of Week Fourteen: Deadline for filing of Observation Forms with the Chair of the Evaluation Committee.
- 4. End of Week Fifteen: The Evaluation Committee will meet with the Evaluatee and review all material in the Evaluation File. The Committee Chair will prepare and the Evaluation Committee members and Evaluatee will sign the Second Fall Semester Evaluation Form, which will state all reasons for the recommendation of the Evaluation Committee.

The Evaluation Committee will recommend one of the following (§87608.5):

For Probationary Employees:

•Not Enter into a Contract for the Following Year

- •Enter into a Contract for the Following Two Years
- · Employ the Probationary Employee as a Regular Employee for All Subsequent Years

Second Spring Semester of Employment:

- 1. End of Week One: The Evaluatee may appeal the recommendation of the Evaluation Committee by submitting a written request and statement of reasons to the Superintendent/President.
- 2. End of Week Three: The Superintendent/President will review the recommendation of the Evaluation Committee, make a final determination, and submit a recommendation and the reasons therefore to the Board of Trustees. The Superintendent/President may decline to accept the recommendation of the Evaluation Committee after consultation with the president of the Academic Senate. The Superintendent/President will also review any appeals submitted by the Evaluatee and, after consultation with the president of the Academic Senate, render a determination and recommendation on the appeal.

The senior administrator for Human Resources will give written notice of the District's decision and the reasons therefore to the Evaluatee on or before March 15 of the academic year covered by the Second Contract. The notice will be by registered or certified mail to the most recent address on file with the Human Resources office. Failure to give notice as required to the Evaluatee will be deemed an extension of the Second Contract without change for the following academic year (§87610(a)).

- 3. End of Week Seven: If awarded a Third Contract, the Evaluatee will meet with the Evaluation Committee, which will review the materials in the Evaluation File and suggest a revised Plan of Professional Development, if appropriate. The Evaluation Committee may decide to conduct additional observations and will inform the Evaluatee of its decision.
- 4. End of Week Twelve: Taking into account the Evaluation Committee's suggestions, the Evaluatee will submit a revised Plan of Performance Improvement to the chair of the Evaluation Committee. This revised Plan will be included in the Evaluation File and constitute one basis for the faculty member's third and fourth years of evaluation.

III. YEAR THREE (Third Contract, First Year)

A. The Evaluation Panel

An all-faculty Evaluation Panel will evaluate third and fourth year probationary faculty. Panel members will be representative of and sensitive to the diversity of California without compromising quality and excellence in teaching (§87663(d)).

Instead of an Evaluation Panel and with the permission of the senior administrator of Human Resources, the Evaluatee may request the chair of the department to which the Evaluatee is assigned or an elected faculty representative of that department to act as the Sole Evaluator, provided that the elected faculty representative possesses the same or equivalent minimum qualifications for the position for which the Evaluatee is being evaluated.

The members of the Evaluation Panel, if chosen, will include the following:

- 1. The department chair or designee or an elected faculty representative will chair the Evaluation Panel, provided that the chair's designee or elected faculty representative possesses the minimum qualifications or equivalent qualifications of the position for which the probationary faculty member is being evaluated.
- An additional faculty member appointed by the senior Human Resources administrator
 who possesses the same minimum qualifications or equivalent qualifications for the
 position for which the probationary employee is being evaluated, and;
- 3. Another faculty member appointed by the senior Human Resources administrator from a list of three candidates submitted by the Evaluatee.

All decisions and recommendations of an Evaluation Panel will require an affirmative vote of two members, except a recommendation Not to Employ the Contract Employee as a Regular Employee, which requires an affirmative vote of three members.

If the Evaluation Panel, department chair, designee, or elected faculty representative is unable to make a decision or recommendation, the senior Human Resources administrator and the president of the Academic Senate will confer and make the recommendation to the Superintendent/President.

B. <u>The Evaluation File</u>

The Evaluation File will include the same materials as those specified in Years One and Two. In addition, the Evaluatee will include in the Self-evaluation a report on progress toward achieving the goals set forth in the revised Plan of Professional Development.

C. The Evaluation Process

The Evaluation Process will be the same as that for Years One and Two. Before the end of week fifteen of the third Fall Semester, the Evaluation Panel may recommend one of the following:

- •Require a Panel Evaluation for the Second Year of the Probationary Employee's Third Contract
- •Permit a Sole Evaluation for the Second Year of the Probationary Employee's Third Contract
- •Recommend to Employ the Probationary Employee as a Regular Employee for All Subsequent Semesters

Alternatively, a department chair, designee, or elected faculty representative serving as a sole evaluator will recommend one of the following:

•Require a Panel Evaluation for the Second Year of the Probationary Employee's Third Contract
•Permit a Sole Evaluation for the Second Year of the Probationary Employee's Third Contract

The Evaluatee will have the same right to appeal the decisions and recommendations made in Year Three as in Years One and Two. The Superintendent/President may decline to accept decisions and recommendations made in Year Three after consultation with the president of the Academic Senate. The Superintendent/President will also review any appeals and, after consultation with the president of the Academic Senate, render a determination and recommendation on the appeal.

The senior administrator for Human Resources will give written notice of the District's decision and the reasons therefore to the Evaluatee on or before March 15 of the first academic year covered by the Third Contract. The notice will be by registered or certified mail to the most recent address on file with the Human Resources office. Failure to give notice as required to the Evaluatee will be deemed an extension of the Third Contract without change for the following academic year (§87610(b)).

1. YEAR FOUR (Third Contract, Second Year)

A. The Evaluation Panel

If an Evaluation Panel is required for the second year of the Third Contract, the members of the panel will be representative of and sensitive to the diversity of California without compromising quality and excellence in teaching (§87663(d)) and will include the following:

- 1. The department chair or designee or an elected faculty representative will chair the Evaluation Panel, provided that the chair's designee or elected faculty representative possesses the minimum qualifications or equivalent qualifications of the position for which the probationary faculty member is being evaluated.
- An additional faculty member appointed by the senior Human Resources administrator
 who possesses the same minimum qualifications or equivalent qualifications for the
 position for which the probationary employee is being evaluated, and;
- 3. Another faculty member appointed by the senior Human Resources administrator from a list of three candidates submitted by the Evaluatee.

If permitted by the senior Human Resources administrator, the department chair, designee, or a faculty representative elected by the department may act as Sole Evaluator, provided that the designee or elected faculty representative possesses the same or equivalent qualifications for the position for which the Evaluatee is being evaluated.

B. The Evaluation File

The Evaluation File will include the same materials as those specified in previous years. In addition, the Evaluatee will include in the Self-evaluation Report a statement on progress toward achieving the goals set forth in the revised Plan of Performance Improvement.

C. The Evaluation Process

The Evaluation Process will be the same as that for Years One and Two. Before the end of week fifteen of the fourth Fall Semester, the Evaluation Panel will recommend one of the following:

- •Not Employ the Probationary Employee as a Regular Employee
- •Recommend to Employ the Probationary Employee as a Regular Employee for All Subsequent Semesters

Alternatively, a department chair, designee, or elected faculty representative serving as a sole evaluator will recommend the following:

•Recommend to Employ the Probationary Employee as a Regular Employee for All Subsequent Semesters

The Evaluatee will have the same right to appeal the decisions and recommendations made in Year Four as in previous years. The Superintendent/President may decline to accept decisions and recommendations made in Year Four after consultation with the president of the Academic Senate. The Superintendent/President will also review any appeals and, after consultation with the president of the Academic Senate, render a determination and recommendation on the appeal.

The senior administrator for Human Resources will give written notice of the District's decision and the reasons therefore to the Evaluatee on or before March 15 of the second academic year covered by the Third Contract. The notice will be by registered or certified mail to the most recent address on file with the Human Resources office. Failure to give notice as required to the Evaluatee will be deemed a decision to employ him or her as a regular employee for all subsequent academic years (§87610(b)).

MEMORANDUM OF UNDERSTANDING

The following sets forth which probationary faculty are currently under the 95-98 version of Appendix M (AR 4115a) and the

revised Appendix M (AR 4115a).

Tevised Appendix IVI (AIX 41154).				
Employee	2000-2001	2001-2002	2002-2003	2003-2004
Year One	2001-04 Contract	2001-04 Contract	2001-04 Contract	2001-04 Contract
Year Two	95-98 Contract	2001-04 Contract*	2001-04 Contract	2001-04 Contract
Year Three	95-98 Contract	95-98 Contract*	2001-04 Contract*	2001-04 Contract
Year Four	95-98 Contract	95-98 Contract *	95-98 Contract *	2001-04 Contract*

^{*}The employee is not required to develop a Plan for Professional Development.

APPENDIX N ADMINISTRATIVE REGULATION AR4! 15b

Permanent Personnel - Evaluation
Procedure for Evaluation of Tenured Faculty

The purpose of faculty evaluation is to improve the performance of each faculty member. The faculty evaluation process is designed to transcend legal compliance and to foster meaningful professional growth. Since every professional educator has certain areas in which the improvement of performance is possible, the faculty evaluation process is structured to help each faculty member isolate the relevant areas for his/her performance improvement and develop an appropriate plan to accomplish the desired professional growth.

I. FIRST PHASE EVALUATION

A. Peer Evaluation

Every three years each tenured faculty member will be evaluated by an evaluation panel, or the faculty member, with the concurrence of the appropriate personnel administrator may request evaluation solely by the department chair, or faculty coordinator. Notwithstanding this request, a panel evaluation shall be conducted at least once every nine years. The panel, if chosen, shall be chaired by the department chair or, if in the opinion of the Human Resources administrator it would be in the best interest of the process, by another faculty member appointed by the Human Resources administrator. The panel shall include an additional faculty member appointed by the Human Resources administrator from a list of three candidates submitted by the Evaluatee. Human Resources shall provide all evaluation committee members with an orientation to the College's evaluation policies and procedures prior to their service on the committee. Throughout this administrative regulation, for departments named in the Agreement Between Santa Monica Community College District and Santa Monica College Faculty Association in which an elected faculty leader is assuming faculty leadership responsibilities, the elected faculty leader will perform the duties mentioned herein as being performed by the department chair.

B. <u>Preliminary Evaluation Conference</u>

A preliminary evaluation conference with the faculty member shall be scheduled by the department chair or faculty coordinator during the month of September of the evaluation year. If a panel is used, all three members must be present at the evaluation conference.

The conference participants will review and discuss with the Evaluatee the evaluation process, including the student, peer, and self-evaluations, classroom or student service evaluations. The panel, department chair, faculty coordinator, or Human Resources administrator shall inform the Evaluatee of any and all other relevant factors that the Evaluatee shall consider in writing the plan and self-evaluation.

C. Student Evaluation

Students will evaluate faculty in the last quarter of each Fall and Spring assignment. The Office of Human Resources will provide faculty with student evaluation forms. The faculty member administers the student evaluation process without knowledge of how any student marks the evaluation form and assigns a student to take the forms to the office of the appropriate personnel administrator.

At the end of each fall semester, summaries of student evaluations will be distributed to faculty and the appropriate department chair or faculty coordinator. Summaries of student evaluations shall not be placed in the faculty member's personnel file unless requested by the faculty member.

In the evaluation year, summaries of student evaluations will be made available to those involved in the evaluation process. Summaries of student evaluations shall not be placed in the faculty member's personnel file unless requested by the faculty member.

D. Self-evaluation

Each faculty member shall prepare a written self-evaluation report and present copies to the department chair by March 1 in the evaluation year. The report may include, but need not be limited to:

- A description of professional growth activities in which the faculty member has been involved.
- A statement indicating the extent to which efforts to improve instruction and/or student services have been effective since the faculty member's last report.
- 3. Plans for improving the faculty member's effectiveness. Such plans may be based on:
 - Self-assessment of teaching methods and/or student services;
 - b. Review of curriculum and course content;
 - Student, peer, and self-evaluations;
 - d. Review of the faculty member's relationships with students and colleagues;
 - e. Self-evaluation of current level of knowledge and skills required for the assignment;
 - g. Student achievement and retention; and,
 - h. Other relevant factors.

E. The Evaluation Conference

An evaluation conference with the faculty member shall be scheduled by the department chair or faculty coordinator. If a panel is used, all three members must be present at the evaluation conference.

The department chair, faculty coordinator, or panel will review and discuss with the Evaluatee all valuation materials noted in I.B., above, and the chair's, faculty coordinator's, or panel's proposed recommendations.

F. The Evaluation Report

Following the conference, a statement will be prepared by the panel, department chair, or faculty coordinator recommending that the faculty member's performance is considered "satisfactory" or "needs continued evaluation."

If a department chair or faculty coordinator acting as sole evaluator, is unable to make a satisfactory recommendation by March 1, the chair or faculty coordinator will convene a Phase I panel by March 15. The panel will review all materials assembled by the department chair or faculty coordinator and each member will conduct classroom visit. At least two members of the panel must agree in order for the report to recommend "needs continued evaluation."

II. SECOND PHASE EVALUATION

A. Second Phase Panel

If the recommendation made by the Phase I evaluator(s) is "needs continued evaluation," the appropriate administrator will convene a Phase II panel comprising Phase I evaluator(s) and other panel members selected in a manner consistent with the procedures outlined in AR4115b.I.A., above. The Phase II panel will be convened no later than the fourth week of the next Fall semester and the convening administrator shall serve as a member and chair of a Phase II panel. The Evaluatee may request the disqualification of the department chair or faculty coordinator but this choice is subject to the approval of the personnel administrator, who will allow the replacement of the department chair or faculty coordinator only if, in the opinion of the personnel administrator, and the vice president of Academic or Student Affairs, as appropriate, it is in the best interest of the process; or the Evaluatee may disqualify one faculty member on the original panel, other than the department chair or faculty coordinator, and the person disqualified will be replaced by the same process by which originally selected. If the necessary, the Evaluatee will submit a new list of three candidates from which the new panel member will be selected.

B. <u>Second Phase Activities</u>

The panel will meet with the faculty member within the first 4 weeks of the fall semester. The panel will be responsible for assisting the faculty member over a two semester period to improve the effectiveness of instruction, student services, and other activities. The panel may:

- conduct observations and surveys;
- hold conferences with the faculty member:
- review texts, course materials, and exams;
- 4. discuss grading practices and classroom management techniques; and
- 5. conduct any reasonable activities it deems useful in reaching its recommendation.

The panel will meet with the faculty member at the end of the fall semester to assess progress toward goals and to address additional activities for the spring term.

Not later than May 1 of the second year, the panel will meet with the faculty member and shall submit a rating of "satisfactory" or "needs continued evaluation" to the human resources administrator. If three members of the panel agree to a "needs continued evaluation" rating, it shall be the recommendation of the panel. The Evaluatee and the dissenting panel members, if any, may submit written dissenting opinions with the panel rating.

If the faculty member is identified as "needs continued evaluation," a new panel may be selected and the second phase evaluation shall be repeated.

III. THIRD PHASE EVALUATION

A. Third Phase Panel

If, after the second year evaluation by a four-person panel, the regular faculty member is identified as "needs continued evaluation," a new evaluation team will be selected. The team will be chaired by the appropriate vice president and will include the appropriate Human Resources administrator, the department chair or faculty coordinator, and two tenured faculty members. The two faculty members will be appointed by the Academic Senate president from a list of five (at least three of whom are from the Evaluatee's department, if possible) submitted by the vice president. The Evaluatee has the right to disqualify one of the faculty members appointed to the team. The person disqualified will be replaced by a selection from the list of 5 candidates submitted by the vice-president. If it is the opinion of the vice president that it is in the best interest of the process to replace the department chair or faculty leader as a member of the panel, or if the Second Phase panel administrator recommends replacement of the department chair, the vice president may appoint a faculty member to replace the department chair in this phase of the evaluation process.

The team members are not to be informed of their appointment until the Evaluatee has an opportunity to exercise the disqualification option. The five-person evaluation team will read all materials from the Phase I and Phase II panels together with the action plans developed. The team will plan and conduct evaluation procedures they deem helpful in analyzing the faculty member's performance.

B. Third Phase Activities

The panel will meet with the faculty member within the first 4 weeks of the fall semester. The panel will be responsible for assisting the faculty member over a two semester period to improve the effectiveness of instruction, student services, and other activities. The panel may:

- 1. conduct observations and surveys;
- 2. hold conferences with the faculty member;
- 3. review texts, course materials, and exams;
- 4. discuss grading practices and classroom management techniques; and
- 5. conduct any reasonable activities it deems useful in reaching its recommendation.

The panel will meet with the faculty member at the end of the fall semester to assess progress toward goals.

C. Third Phase Report

The evaluation team shall prepare a written report which shall be signed by the Evaluatee and each member of the team. If the team concludes that the faculty member has made the necessary improvement, the evaluation will be determined to be "satisfactory."

If at least three members of the team conclude that the faculty member has not made sufficient improvement, the evaluation will be determined to be "unsatisfactory."

Not later than February I of the third year, a written report will be submitted to the Superintendent/President, with copies to the Human Resources administrator. All members of the team and the Evaluatee must sign the report. The Evaluatee and any team member may submit a written, signed statement of dissenting opinion which must include specific reasons for disagreement.

D. Appeal to the Superintendent/President

In the case of an "unsatisfactory" rating, the faculty member shall have the right to a conference with the Superintendent/President before any action is taken. All information gathered in the evaluation process, including a report by the vice president, shall be available at this conference. At the conclusion of this conference, the Superintendent/President will make a final evaluation rating with recommendations to the faculty member.

APPENDIX O ADMINISTRATIVE REGULATION AR-4120.4a

Temporary Personnel - Evaluation
Procedure for Evaluation of Hourly Faculty

The purpose of faculty evaluation is the improvement of professional performance and the fostering of professional growth. The aim of the following processes is to aid faculty members to locate areas of performance which might be improved and develop plans to accomplish the desired improvements.

- 1. Hourly faculty shall be evaluated at least once during every four semesters of employment. An attempt should be made to evaluate an hourly faculty member during the first semester of service. Each hourly faculty member shall be evaluated by the department chair or by a full-time member of the department designated by the chair.
- 2. In preparation for the evaluation, the hourly faculty member shall provide the following:
 - a. A signed self-evaluation report briefly assessing the faculty member's current level of professional performance.

This report may include consideration of such topics as teaching methods, course contents, grading practices, and working relations with students and colleagues. The division dean or department chair may provide the faculty member with additional topics to be addressed in the report. The faculty member is also encouraged to mention recent professional growth activities (e.g., course work, conference attendance, etc.). The faculty member is encouraged to conclude the self-evaluation with a brief outline of plans for the improvement of professional performance.

- b. Copies of course outlines and related materials (as specified by the evaluator) from those performing classroom teaching assignments.
- 3. The evaluator shall conduct an evaluation which includes consideration of the self-evaluation report and other materials submitted by the faculty member, student evaluation results, and other reasonable evaluation techniques. Evaluators are strongly encouraged to arrange to observe the faculty member at work with students.
- 4. When the evaluation has been completed, the evaluator shall prepare a written evaluation report and review it with the faculty member. The faculty member may, within five days of receipt of the report, append a written response. The evaluation report, signed by the faculty member, the evaluator, the department chair (if different from the evaluator), and the senior Human Resources administrator along with the signed self-evaluation report, shall be submitted to the Human Resources Office, no later than the end of the eighteenth week of the semester in which the evaluation is conducted.

APPENDIX P BOARD OF TRUSTEES POLICY 4154 PERSONNEL

Leaves - Vacations

Catastrophic Illness/Injury Leave Donation

4154.1

4154.2

The purpose of this plan is to ensure that an employee with a catastrophic illness or injury continues to receive medical benefits during the recovery period and continues to receive his/her regular salary to the extent possible. This will be accomplished through the establishment of a program for leave donations which may be made to a specific individual or to a District-wide leave bank.

Catastrophic illness or injury is defined as one that is expected to incapacitate the employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. Examples include, but are not limited to, life threatening injury or illness; cancer; aids; heart surgery; stroke; etc.

Leave Bank

- 1. Any employee may donate accumulated leave but MUST retain no fewer than twenty (20) days or 160 hours of sick leave in his/her personal account. An employee who is retiring or terminating and wishes to donate unused sick leave may do so with no limitation; 50% of their donation will be credited to the leave bank.
- Accumulated vacation days/hours may be donated with no restriction.
- All donated days/hours are irrevocable.
- 4. Unused donated days will revert to the Leave Bank for use by other catastrophically ill or injured employees who request and are approved to used days/hours from the bank.
- 5. Donated sick leave or vacation days/hours are credited and charged on the basis of day-for-day regardless of the classification and/or salary of either the donee or the donor.
- 6. Leave may be donated either to an individual account or to the District-wide leave bank at the option of the donee.

Employee Eligibility

4154.3

- 1. The employee must be/expected to be incapacitated or absent for an extended period of time no fewer than 30 consecutive calendar days.
- 2. The employee or authorized designee must submit a letter to the Vice President of Human Resources requesting either a call for specific donations or donations from the District leave bank.
- 3. The employee must submit medical verification which is subject to verification by the District. The District may require additional medical verification from a physician selected by the District and at the expense of the District.
- 4. Faculty must use all accumulated/advanced sick leave prior to using any donated leave. Administrators, managers and classified employees must use all accumulated/advanced sick leave plus all accrued vacation prior to using any donated leave.
- 5. All donated leave must be used within a 12-month period after the donation and may be used only for the specified catastrophic illness or injury. Leave days will be placed in a special donated account for up to one year. If the employee returns to work and has a reoccurrence of the same or related catastrophic illness or injury, after using any accumulated/advanced sick days, previously donated days may be used.
- 6. In unusual circumstances, the Catastrophic Illness/Injury Committee may consider and approve a request to extend the period of use of donated days for a period of up to one additional year.
- 7. NOT COVERED: Stress related illness; elective surgery, normal pregnancy, workers compensation claims, disabilities resulting from alcoholism or drug addictions, intentionally self inflicted injuries, or normal illness such as recurring colds, flu, allergies, headaches, etc.
- 8. Any employee who has omitted relevant or provided falsified information on his/her medical history or other medical documentation may be denied access to the benefits of this plan.

Catastrophic Illness/Injury Committee

- 1. A joint District catastrophic illness/injury committee will oversee the implementation of this plan. This committee will be chaired by the Vice President of Human Resources.
- 2. The committee will be comprised of one (1) representative appointed by the Faculty Association, CSEA and Management respectively. In addition, either the Faculty Coordinator for Health Services or the Director of Health Services will serve as an advisor to the committee. In the event the committee is unable to reach a decision regarding eligibility for donated leave the District will obtain an advisory opinion from an appropriate physician and provide the committee with that information. In the event the committee is still unable to reach a decision the Vice President of Human Resources will make the final decision.

Miscellaneous

4154.5

- 1. Participation in this plan is voluntary on behalf of the donor or the donee. Participation is not subject to the Grievance process in any bargaining agreement or District policy.
- 2. Amendments/modifications to the plan shall be mutually agreed to by the Faculty Association, CSEA, Management and the Board of Trustees.
- 3. The Catastrophic Illness/Injury committee will meet to determine forms and procedures for implementation and appropriate participation by part-time faculty who accumulate sick leave.

APPENDIX Q DUTIES AND RESPONSIBILITIES OF DEPARTMENT CHAIRS SPECIFIC DUTIES

Under the direction of the appropriate Vice President, the department chair will:

OPERATION FUNCTIONS

- 1. Chair department search committees for the hiring of new full and part-time faculty.
- 2. Assist in the selection of new classified employees.
- 3. Assist in the evaluation of all classified and academic personnel.
- 4. Arrange for substitute faculty, who have been processed through the Office of Human Resources, as needed to meet class demands.
- 5. Report to Human Resources attendance and absence of department personnel for payroll purposes.
- 6. Resolve exigent and ongoing problems which inhibit departmental operations and/or performance of personnel.
- Develop and submit in a timely fashion, department recommendations for class schedules.
- 8. Maintain system and account for professional development activities of department personnel, i.e. flex activities.
- Arrange and facilitate regular departmental meetings.
- 10. Recommend physical plant improvements and needs with respect to classroom, office, building and environmental conditions.
- 11. Assist in planning and administering the annual department budget including recommending purchase of major equipment, supplies and maintenance contracts.
- 12. Assist with development and implementation of hazardous substances, fire and safety policies.
- 13. Attend monthly department chair meetings, workshops, college planning committees and other meeting or situations where department chairs' input is needed.
- 14. Ensure that office hours are scheduled and maintained.
- 15. Ensure that hourly faculty are notified of department meetings on a timely basis and report compliance with this matter in accordance with provisions of the contract.
- 16. Participate in the nomination of candidates for the designation of associate faculty and their evaluation.
- 17. Notify the Office of Human Resources of all hourly faculty not being offered a subsequent assignment in the final run of the schedule so that appropriate letters may be sent.

INSTITUTION - DEPARTMENT LIAISON FUNCTION

- 1. Represent department issues, needs and concerns to the administration, campus and community groups through participation in appropriate college committees and task forces.
- Assist in assuring departmental compliance with established board policies and procedures, administrative regulations and negotiated agreement.

PROFESSIONAL AND CURRICULUM FUNCTIONS

- 1. Represent the professional development interests of faculty and staff to the college community and appropriate committees.
- 2. Provide leadership in developing staff training experiences appropriate to the needs of department faculty and staff.
- Provide departmental leadership in the selection, development and utilization of instructional materials including assisting with adoption and ordering textbooks through the bookstore, methodologies and quality.
- Assist in maintaining reasonably uniform standard of course content.
- 5. Review and recommend curriculum offerings.
- 6. Review individual flex plans and coordinate departmental flex activities.

- 7. Assist in the orientation and mentoring of new full-time and part-time faculty.
- 8. Participate in opportunities for leadership development as a part of their own professional development.

STUDENT ASSISTANCE AND MATRICULATION FUNCTIONS

- 1. Assist student and/or department faculty in resolution of complaints and disputes.
- 2. Maintain department file of current course outlines and syllabi which will be available to students.
- 3. Assist in maintaining reasonably uniform standard of course content and grading practices.
- 4. Assure the timely completion of student evaluation processes and procedures.
- 5. Assist in transcript review for equivalencies, compliance with matriculation plan element, and resolution of prerequisite challenges.

PERSONAL ACADEMIC RESPONSIBILITIES

1. In addition to the responsibilities indicated above, department chairs have faculty assignments and all the duties and responsibilities shared by academic personnel.

DEPARTMENTAL FACULTY LEADER IN LIBRARY

(Official title to be inserted at later date) DUTIES AND RESPONSIBILITIES

Under the direct supervision of the Assistant Dean, Learning Resources, the Library Faculty Leader will:

- 1. Chair department search committees for the hiring of new full and part-time librarians.
- 2. Assist in the evaluation of all librarians.
- 3. Upon request of the Assistant Dean, assist in the selection of classified staff.
- Assist Assistant Dean in planning, training and development activities for both librarians and classified staff.
- 5. Attend monthly department chair meetings, workshops, college planning committees and other meetings or situations where department chairs' input is needed and communicate information from these meetings to other department members in a timely manner.
- Coordinate library department's professional development activities for librarians.
- Collect professional development activity forms from librarians and submit to Assistant Dean, Learning Resources.
- 8. Make recommendations to and collaborate with the Assistant Dean in scheduling and ensuring that all library faculty services are adequately staffed.
- Assist Assistant Dean in ensuring that reference desk assignments are adhered to and revise daily reference desk schedule with existing librarians when absences occur to ensure maximum library service.
- 10. Assist the Assistant Dean in developing policies for library services, including reference, technical services, collection development and bibliographic instruction.
- 11. Assist the Assistant Dean in the Curriculum Approval Process for new courses by evaluating existing library collection and making recommendations for necessary additions to the Assistant Dean, Learning Resources.
- 12. Assist the Assistant Dean in developing plans for delivering library services to off-site centers (Madison, Airport, Academy of Entertainment and Technology).
- 13. Assist the Assistant Dean in the preparation of annual library data surveys (e.g., Chancellor's Office, IPEDS, State Library, etc.).
- 14. Prepare and submit to the Assistant Dean in a timely manner annual library usage statistics, including reference service and circulation of materials by format and subject area.
- 15. Resolve student complaints and disputes unresolved by responsible staff member (e.g. class complaints, fine disputes, complaints about librarians and classified, service, noise, etc.) and confer with Assistant Dean about resolution.
- 16. Assist librarians in resolving their complaints and disputes and confer with the Assistant Dean about outcome.
- 17. Other duties as specified by the Assistant Dean, Learning Resources.

APPENDIX R MEMORANDUM OF UNDERSTANDING - STIPENDS STIPENDS AND ADDITIONAL COMPENSATION

Approved Course Development for New Program \$1200/course

Approved Course Modification or Transformation \$600/course

Assistant Coaching \$2,000

Common essay Exam/ESL Placement Test Up to \$150/day

Cooperative Work Experience \$150/student/semester

No maximum

Dual Enrollment Up to \$500/semester

Dual Enrollment Faculty Evaluations \$50 per visit

Faculty Fellowships \$1,500

Field Classes Past Practice

Grant Participation Stipends \$250 to \$5,000 per semester

(depending upon scope)

Grant Supervision by Faculty \$3,000/semester

Independent Study:

88A or 88B (by discipline) \$100/student/semester

\$300 maximum

Theatre Arts 18, Anatomy 3A/3B \$100/student/semester

No maximum

Internship Supervision \$100/student/semester

No maximum

\$700/semester

\$500/semester

Participation Stipends

Institutional Improvement/Student Success/Hum Dev

Technology Liaison

Other Participation Stipends \$100 to \$1,000 per semester

(depending upon scope)

Special Programs Classes:

Adelante, Scholars, Women's College, EOPS

Black Collegians, SEEK Assignment

Service Learning, Student Success

English 1, 21A/B, ESL 21A/B taught in the above

Special programs

Workshop/Training Honoraria - participant

Workshop/Training Honoraria - presenter

"Standard Stipend":

first offering: \$1,200 or

1.5 LHE Task

(faculty member discretion)

Standard Stipend (as above)

Up to \$600/workshop Up to \$1,500/workshop

APPENDIX S REASSIGNED TIME LIST – SPRING 2002

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	ADC MATH	WONG B L	6.		$\overline{}$	01-12700-00601000-0082	
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	DC BEH STD	RUSSELL R L			$\overline{}$	01-12700-00601000-0064	
	DC BUSNS	ROCHE A S				01-12700-00601000-0067	
	DC COM	BAIRD B T				01-12700-00601000-0068	
<u> </u>	DC COUNS	FREDERIC L S	1			01-12900-00631000-0027	
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		REMMES J				0 01-12900-00150300-0072	
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		LOGAN R B		_			CHAIR, PROFESSIONAL DEVELOPMENT CMTE
<u> </u>		MANION F A		_			CHAIR, DEPARTMENT CHAIRS COMMITTEE
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		ENGELMANN D S	_			01-11100-00150100-0072	
	SCHOLARS	GOLDTHWAIT B F	3.0			01-11100-00150100-0072	
		ZEHR D M	3.0			01-11100-00150100-0072	
	ST SCCSS	DEL GEORGE D K	3.0			01-11100-00150100-0072	
		MORGAN D H	3.0			01-11100-00150100-0072	
		STERR S D	3.0			01-11100-00150100-0072	
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		BOBER M A				01-11100-00040100-0080	
		CHEN T T	5.0			01-11100-00040100-0080	
		COLAVITO M C	5.0			01-11100-00040100-0080	
		FLORES ROBERT	3.0			01-11100-00150900-0092	
		HARWIG J F	2.0			01-11100-00190500-0089	
		KATHERINE A L				01-11100-00220100-0092	
			3.0			01-11100-00220100-0092	
		LOGAN R B	5.0			01-11100-00040100-0080	
		PRECIADO C	3.0			01-11100-00220100-0092	
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		GOLDSTEIN MARTIN M	6.0			01-14930-00603000-0045	
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		WALZER A H				01-14930-00603000-0045	I MEDIDEIVI
		CASTILLO V J				01-14930-00639000-0039	
		GOLDENSON R M				01-14930-00696000-0088	
		MCLAUGHLIN R G				01-14930-00696000-0088	
		EVERETT M D				01-14930-00682100-0048	
		GARCIA D R		-		01-14930-00601000-0045	
		HIBERT K				01-14930-00601000-0045	
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	DC COSM	DICAMILLO N	6.0	0.500	3.00	01-14930-00601000-0069						
	DC TH ART	HARROP A M	12.0	0.500	6.00	01-14930-00601000-0096						
	DIST ED	BERNSTEIN T D	6.0	0.500	3.00	03-14930-43060000-0108	ACCOUNTING 10A					
		JOHNSON B E	6.0	0.500	3.00	03-14930-43060000-0108	CIS 31					
		ROCHE A S	6.0	0.500	3.00	03-14930-43060000-0108	ECOLLEGE GRANT FACULTY LEADER					
	FL HLTH SC	DANZEY I M	6.0	0.500	3.00	01-14930-00120300-0085						
		BURSON P	6.0	0.500	3.00	01-14430-00612000-0051						
		HUNT S J	5.0	0.500	2.50	01-14430-00612000-0051						
		POWERS A L	4.0	0.500	2.00	01-14430-00612000-0051						
		WOMACK C Z	4.0	0.500	2.00	01-14430-00612000-0051						
	RES TH	WELCH M A	3.0	0.750	2.25	01-14930-00121000-0085						
		D DEL PICCOLO G L	6.0	0.500	3.00	03-14930-11080000-0109	SERVICE LEARNING GRANT					
		TAHVILDARANJESS R A	3.0	0.500	1.50	01-13130-00220100-0092	WOM ST 10					

APPENDIX T EVALUATIONS FORMS

COMMITTEE/DEPARTMENT CHAIR EVALUATION REPORT FOR CERTIFICATED PERSONNEL

NAME:	DEPT, ASSIGNMENT:	DATE:					
Number of years in present department/	assignment at Santa Monica College						
Number of years at Santa Monica College	B						
1* Year Contract Faculty Recommend to Rehire Recommend Not to Rehire Recommend Not to I With suggestions for improvement – Further evaluation required							
Regular/Second Year Contract Facult Satisfactory Needs Contin Comments: (Use back)	y nued Evaluation Needs Improvement Unsatisfa	actory					

ct Faculty	Regular/Second Year - Contract Faculty			
Date	Signature	Date		
	Dept. Chairman:			
	Div. Head:			
	Panel Members:			
	_			
	Evaluatee:			
	Senior Admin.: (it further review necessary)			
		Date Signature Dept. Chairman: Div. Head: Panel Members: Evaluatee:		

Faculty member's signature does not necessarily imply agreement. It is merely an acknowledgment that the complete report has been read and a copy received. Within 10 working days of receipt of this evaluation report, the faculty member may also submit a written statement to the Office of Human Resources to be filed with this report.

White - Personnel File

Yellow - Department

Pink - Evaluatee AR 4115.1-080580

CERTIFICATED PERSONNEL EVALUATION REPORT

VALUATION OF:	DEPT			DIV:		Ι,	SEMESTER	
A. EVALUATION OF VISITATION (ALL FA	ACULTY):							
		Strong		Average	_	Weak	Not	Do not
		5	4	3	2	1	Applicable	know
l. Effective use of time								
2. Communication skills (grammar, voice and clau	rity)							
3. Knowledge and skills in subject								
. Apparent student interest and student-faculty ra	apport					<u> </u>	<u> </u>	
B. CLASSROOM VISITATION (OUESTION		ACHIN(G FACULT	Y ONLY:			Б.	
		Strong		Average		Weak	Not	Do not
		5	4	3	2	1	Applicable	know
. Student involvement in class activities				 				
. Effective use of instructional aids and								
supplementary materials								
CLASS VISITED:			DA1	E .		HOUE	l:	
CD35 VISITED						1		
C. POST-VISITATION CONFERENCE:								
Note strengths, weaknesses, commendations and a post-observation conference. Please also commen	recommend nt on assess	ations for sment proc	improve edures u	sed for non-	teaching fa	nculty).		
Note strengths, weaknesses, commendations and a post-observation conference. Please also commendations and a post-observation conference.	nt on assess	ment proc	edures u	sed for non-	teaching fa	nculty).		
D. APPRAISAL OF NON-TEACHING ACT	nt on assess TIVITIES: ge and dep	artment a	edures u	sed for non-	s office ho	ours).		
D. APPRAISAL OF NON-TEACHING ACT (Note participation in professional, college	nt on assess TIVITIES: ge and dep	ment proc	edures u	sed for non-	s office ho	nculty).		
D. APPRAISAL OF NON-TEACHING ACT (Note participation in professional, colleged) BASED ON THIS REPORT, CHECK ONE	nt on assess TIVITIES: ge and dep	artment a	edures u	sed for non-	s office ho	ours).	DATE	

Faculty member's signature does not necessarily imply agreement. It is merely an acknowledgement that the complete report has been read and a copy received. Faculty member may request an additional evaluation. Within ten working days of receipt of this evaluation report, the faculty member may also submit a written statement, initiated by the evaluator, to be filed with this evaluation report. Attach additional sheet if necessary.

White - Personnel File

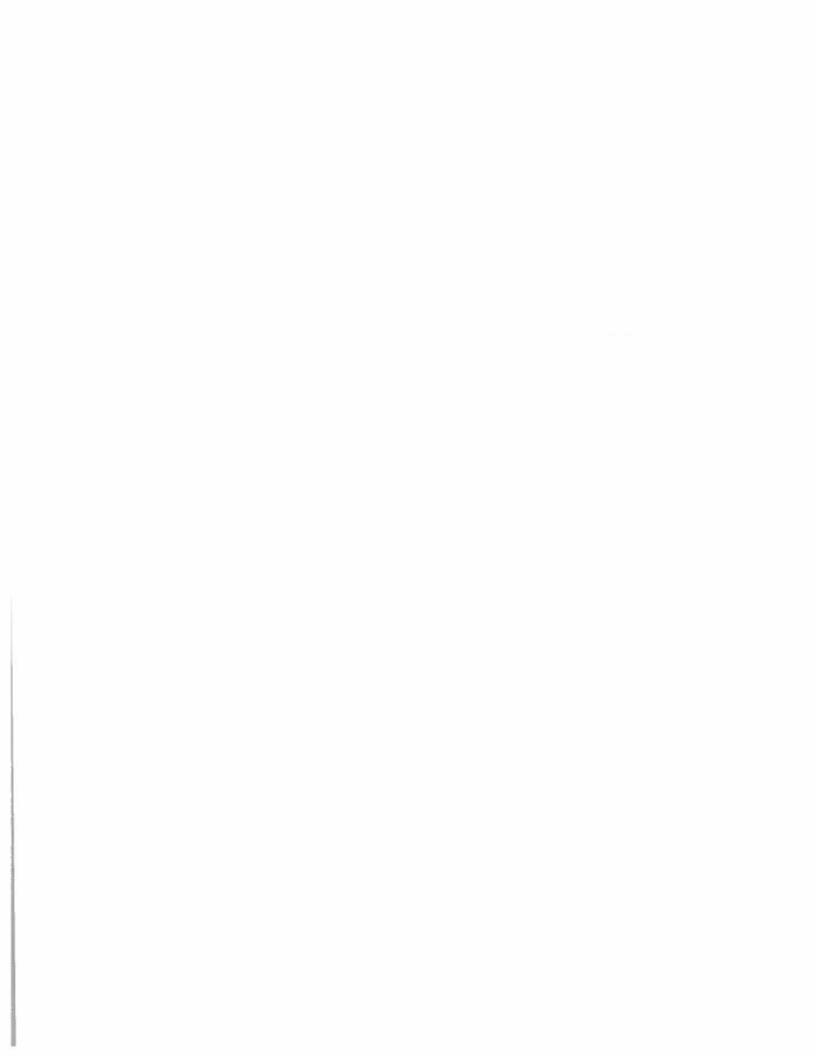
Yellow - Department

Pink - Evaluatee Replaces AR 4115.11-091479

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

Seventh Day of May 2002

Robert Flores For the Faculty Association	Piedad F. Robertson For the Board of Trustees
Lantz Simpson For the Faculty Association	Robert Sammis For the District
Mitra Moassessi For the Faculty Association	Dorothy Gelvin For the District
Martin Goldstein For the Faculty Association	Jeff Shimizu For the District



CERTIFIED COPY

Pursuant to the Births and



OF AN ENTRY Deaths Registration Act 1953

BIRTH Entry No. 262	Administrative area County of Kent	CHILD	3. Sex	FATHER	6. Occupation Scientist	MOTHER	8. (b) Occupation Scientist	9. (b) Surname at marriage if different from muiden surname	chita's hirth)	r father) INFORMANT 12. Qualification Mother		ive are this to the best of my knowledge and belief Signature of informant	16. Signature of registrar Julie Goodman	
	Registration district Kent Sub-district Kent	Date and place of birth Sixteenth September 2007 Queen Elizabeth The Queen Mother Hospital Margate	2. Name and surname Delphine Anna Janssen HALD	4. Name and surname Dirk Paul JANSSEN	5. Place of birth The Netherlands	7. Name and surname Lea Ann HALD	8.(a) Place of birth United States of America	9.(a) Maiden surname HALD	10. Usual address (if different from place of child's hirth) 1 Raymond Avenue Canterbury Kent	11. Name and surmane (if not the mother or father)	13. Usual address (if different from that in 10 above)	14. I certify that the particulars entered above are true to the best of my knowledge and belief L'Hald	15. Date of registration Twenty-eighth September 2007	II Manual anglates

