

**UPM/MCCD COLLECTIVE
BARGAINING AGREEMENT**

January 1, 2017 – December 31, 2019

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***For a complete history of UPM sidebars and sidebar examples, please visit the Human Resources website and search under Collective Bargaining Agreements, UPM contract.**

UPM/MCCD COLLECTIVE BARGAINING AGREEMENT
January 1, 2017 – December 31, 2019

PREAMBLE

This Agreement is entered into this 26th day of May, 2018 by and between United Professors of Marin, AFT Local 1610 (hereinafter referred to as "UPM/AFT" or UPM) and the Marin Community College District (hereinafter referred to as "District" or MCCD).

ARTICLE 1: RECOGNITION

1.1 For the purposes of this Agreement, the Unit shall include:

- (a) all permanent/probationary faculty, credit and non-credit
- (b) all faculty employed in FTES generating instruction;
- (c) all faculty employed in fee based (non-FTES and not for credit contract education) instruction whose period of employment is twelve (12) or more days in a contract year (a contract year runs from January 1 to December 31) provided for in Article 1.1.1.
- (d) all temporary credit and noncredit faculty;
- (e) the following Children's Center positions: Children's Center Site Supervisor, Children's Center Master Teacher, Children's Center Teacher (employee holding a "Teacher" and/or "Associate Teacher" permit).

1.1.1 Not-For-Credit Contract Education.

The District may provide Not-for-Credit Contract Education courses as provided herein:

A unit member working in the not-for-credit contract education may voluntarily work outside the assignment provisions of Article 6 and Section 10.1.2 of the CBA.

Unit members instructing in not-for-credit contract education shall be paid at least the stipend rate as provided in Article 3.16(c).

No unit member working under this provision shall be accorded ETCUM status as provided in Article 6.8 and Article 7.

The District agrees there shall be no adverse impact on any unit member (s) in wages, benefits and work conditions as a result of the implementation of this program.

1.2 Any UPM unit member who is assigned and accepts either managerial or supervisory duties over UPM unit members (i.e., hiring, firing, evaluating, promoting, demoting, grievance administration, disciplining, transferring and/or assigning UPM unit members) shall immediately be removed from the UPM unit and therefore shall have their salary and fringe benefits placed on the non-instructional side of the CCFS 311 report form and all reports regarding expenditure accounting regarding the "50% Law." Children Center Site Supervisor do not supervise unit members as defined herein and therefore, are unit members covered by the terms and conditions of this agreement.

However, if a UPM unit member is assigned and accepts an administrative or coordination assignment that does not require the performance of managerial or supervisory duties over UPM unit members, he/she shall remain in UPM's unit but shall have that portion of their salary and fringe benefits that equals the administrative/coordination pro rata portion of their assigned duties placed on the non-instructional side of the CCFS 311 report form and all reports regarding "50% law" expenditure accounting.

1.3 The Unit definition of 1.1 above shall include the following positions: Instructor, Librarian,

Counselor, College Health Center Nurse, Coordinator, Children's Center Site Supervisor, Children's Center Lead Teacher, and Children's Center Teacher.

1.3.1 (Deleted)

1.3.2 (Deleted)

1.3.3 (Deleted)

1.4 The unit as recognized by the District may be modified in accordance with a decision rendered by the Public Employment Relations Board on a contested position or by mutual agreement of the parties.

1.5 Temporary Employee Equity

Part-time unit members assigned a pro-rated unit load and paid on the credit salary schedule shall work equivalent pro-rated hours and duties as designated in Article 8 of the CBA.

For purposes of reporting STRS creditable service, the full-time equivalent (FTE) is defined as the number of days or hours of creditable service a person employed on a part-time basis would be required to perform in a school year if employed full time in the part-time position. (Section 22138.5 of the Education Code).

1.5.1 Any unit member on a temporary contract placed on the credit salary schedule (step and column) shall be paid at 95% of the designated salary, pro-rated in accordance with their unit assignment. For overload placement, Permanent Unit Members shall not exceed step 20.

ARTICLE 2: PAYROLL DEDUCTIONS

(Entire Article Applicable to Children's Center Unit Members)

2.1 The District shall deduct dues, insurance, charitable contributions, assessments, credit union and all other obligations due the bargaining unit from the wages of all unit members of UPM/AFT 1610 on the date of the execution of this Agreement and who have submitted dues authorization forms to the District.

2.2 The District shall deduct dues, insurance, charitable contributions, assessments, credit union and all other obligations due the bargaining unit from the wages of all unit members who, after the date of the execution of this Agreement, become members of UPM/AFT 1610 and submit to the District the dues authorization forms.

ARTICLE 3: WAGES

3.0

(a) Retroactive application of negotiated raises:

1. The on-schedule negotiated raises for the 2017-2019 contract shall begin the first pay period after the contract is approved by the Board of Trustees.
2. Full-time and part-time members shall receive an off-schedule, retroactive payment of the raise described in Article 3(a) for the period beginning July 1, 2017 and ending upon implementation of the on-schedule wage increase.
3. In calculating the off schedule retroactive payment for noncredit ESL and IEP unit members, they shall additionally receive retroactive application of the new parity formula described in Article 3.3 (a), beginning January 1, 2017 and ending upon implementation of the on-schedule wage increase.
4. Unit members employed in the Child Center shall receive an off-schedule, retroactive payment based on their current step, but on the newly-negotiated salary schedule from July 1, 2017 until implementation of the on-schedule negotiated raise.

(b) Longevity increments shall be established at Steps 27 and 30. This shall be reflected on the salary schedule as follows:

1. Steps 25-30 are added to the salary schedule;
2. Compensation at steps 25-26 is the same as at step 24;
3. A step increase is provided at step 27;
4. Steps 28-29 are the same as step 27; and
5. A step increase is provided at step 30.

(c) Full and part-time faculty shall receive raises based upon the following adjustments to the salary schedule:

1. Calendar year 2017 – One step shift of the entire salary schedule.
2. Calendar year 2018 – One step shift of the entire salary schedule.
3. Calendar year 2019 – One step shift of the entire salary schedule.

(d) Child Center members' salaries shall increase based upon the newly-adopted salary schedules for Site Supervisor, Lead Teacher and Teacher, attached to and incorporated into this Contract at Appendix A-2. Child Center unit members shall move up one step on the new salary schedule on July 1, 2018, with subsequent movement on the new schedule based on service provided after July 1, 2018.

(e) 3.3. Compensation Formula: Unit Members Working in Non-Credit ESL and IEP Service Programs shall be transitioned to parity compensation with credit unit members, as set forth in Article 3.3. Compensation For any new programs containing noncredit Math and/or English positions, compensation for those positions shall be negotiated if and when these positions are created, as set forth in Article 3.3. Any other current or new programs containing noncredit positions shall be paid at the rate and formula established in the 2014-16 Contract, as set forth in Article 3.3.

3.1 Definition of Part-Time Equity and Part-Time Equity Pay Formula

Part-time temporary credit unit members shall be paid pro-rata on the credit salary schedule as determined by workload assignment and shall work equivalent pro-rated hours and duties as designated in Article 8 of the CBA.

For purposes of reporting STRS creditable service, the full-time equivalent (FTE) is defined as the number of days or hours of creditable service a person employed on a part-time basis would be required to perform in a school year if employed full time in the part-time position. (Section 22138.5 of the Education Code).

Any unit member on a temporary contract placed on the credit salary schedule (step and column) shall be paid at 95% of the designated salary, pro-rated in accordance with their unit assignment. For overload placement, Permanent Unit Members shall not exceed step 20.

3.2 Intersession Rate - Credit Program

All unit members employed during intersession in the credit program shall be paid pro-rata on the credit salary schedule as determined by workload assignment and in accordance with 3.1

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

(a) **Noncredit ESL and IEP unit members.** All temporary ESL and IEP unit members working in the non-credit semester program on campus within the academic year shall be placed on the credit salary schedule in accordance with their years of equivalent full-time service and shall be paid in accordance with the formula set forth in Section 3.1 and as determined by the employee's placement on the credit salary schedule.

Salary for noncredit ESL and IEP unit members shall be computed as follows:

1. For contract year 2017, at 85% of the designated salary for a full-time load, pro-rated in accordance with their unit assignment.
2. For contract year 2018, at 90% of the designated salary for a full-time load, pro-rated in accordance with their unit assignment.
3. For contract year 2019 and thereafter, at 95% of the designated salary for a full-time load, pro-rated in accordance with their unit assignment.

(b) **Noncredit semester-based positions in English or Math.** In the event that the District creates noncredit programs in English and/or Math during the term of this contract, the parties shall reopen and negotiate wages for these positions at the request of either party. It is understood that this reopener agreement applies exclusively to these positions.

(c) All other noncredit semester-based programs

Temporary unit members who accept noncredit, semester based assignments not covered by Article 3.3 (a) or (b) shall be placed on the credit salary schedule in accordance with their years of equivalent full-time service and shall be paid in accordance with the formula set forth in Section 3.1 and as determined by the employee's placement on the credit salary schedule. Compensation for unit members who accept noncredit, semester assignments not covered by Article 3.3 (a) or (b) is based on a 16 week teaching and one-week flex schedule (17 total weeks) per semester, equivalent to 34 weeks for the academic year.

Salary for temporary, noncredit unit members (other than ESL, IEP, or positions which are the result of any new Math/English programs as negotiated pursuant to the provisions in 3.3 (b)) shall be determined according to the following formulas:

Lecture: First determine credit salary step and column. Then hours per semester divided by 350 rounded to 4 decimal places x 15 units = units. Then Annual Salary x number of units divided by 30 units x 80% = Semester Payment divided by 5 = Monthly Salary.

Lab: First determine credit salary step and column. Then hours per semester divided by 525 rounded to 4 decimal places x 15 units = units. Then Annual Salary x number of units divided by 30 units x 80% = Semester Payment divided by 5 = Monthly Salary.

3.4

Compensation Formula: Unit Members Working in Not for-credit/Community Education Program Unit members working in the not-for-credit/Community Education program shall be paid based upon the hours of employment as recognized on the current not-for-credit instructor hourly salary schedule for all courses taught on a quarter schedule as described below.

There shall be a single community education hourly Lab Rate and a single community education hourly Lecture Rate as follows:

- (a) For 2018:
 - Lab: \$47.42/hour
 - Lecture: \$52.27/hour
- (b) For 2019:
 - Lab: \$48.84/hour
 - Lecture: \$53.84/hour

Service in summer intersession assignments (summer quarter) shall be counted for the purposes of establishing salary longevity pay rates from 1/1/86 on.

3.5 **Definition of an Earned Doctorate**

3.5.1

For the purposes of salary placement and bonus awards, an "earned doctorate" is defined as a degree containing the word "doctor" which is awarded by an institution accredited, at the time of the granting of the degree, by an organization acceptable to the University of California, Graduate Division.

3.5.2 If the degree is not granted by an organization that is acceptable to the University of California Graduate Division, the employee must furnish proof of acceptance of the degree by Stanford University or any California State University. Earned doctorates from foreign institutions must be acceptable in the same manner.

3.6 **Unit Members: Compensation For Work Performed Beyond 175 Days**

All permanent/probationary unit members working in the credit and non-credit semester programs on campus, paid on the credit salary schedule, and working more than 175 days per academic year/work year shall be paid the intersession rate for all work performed beyond 175 days of the academic year/work year (as defined in 9.1 of the CBA).

3.7 **Management Teaching Salaries**

A manager who teaches in the credit program may have that portion of his/her salary charged on the instructional side of the 50% calculation.

The portion of salary charged shall be 86% pro-rata pay per unit after determining the manager's placement on the

"Credit Salary Schedule" according to the same criteria used for all unit members working in the credit program.

Since the State Chancellor's Office will not accept modifications to the prior year CCFS-311 reports, UPM/AFT agrees to accept the amounts submitted in all prior years for pro-ration of management salaries for teaching.

3.7.1 Certificated district managers assigned teaching duties in accordance with Section 8.13.1 of the CBA are not members of the UPM Collective Bargaining Unit (see Section 1.2 of the CBA).

3.8 Placement and Vertical Movement (Steps)

3.8.1.1 Initial Step Placement on the Credit Salary Schedule

All newly hired probationary unit members and District certificated management employees who become unit members (as provided for in Section 1.1 & 1.2 of the agreement) shall be placed on the credit salary schedule for the first time. They shall be asked to furnish information and documentation to Human Resources showing "creditable" (see 3.9.2) previous experience that would affect their initial step and column placement on the Credit Salary Schedule. The newly hired/probationary unit member will be tentatively placed no higher than step fourteen (14) on the salary schedule pending review of all required documents submitted to Human Resources. All previous "creditable" education and work experience must be documented before the end of the semester or summer session (except as provided for in Section 3.8.9.2). A change will be made in the salary placement and supplemental pay or payroll deduction accordingly, if:

- 1) Transcripts and other criteria defined herein (3.8.2) support a higher placement on the salary schedule or
- 2) Transcript(s) and/or letters(s) certifying experience, submitted within the semester or summer session, do not verify sufficient and/or creditable course work or experience (defined above) to justify the tentative placement or
- 3) No documentation is provided by the end of the semester or summer session in which the work takes place.

If the documentation is furnished after the end of the semester or summer session, a salary schedule adjustment will be effective the first pay period following submission of sufficient documentation. There shall be no retroactive payment.

Initial vertical placement on the Credit Salary Schedule shall be determined solely on the basis of the criteria and procedures enumerated herein.

3.8.1.2 Step Placement Limit

Work that is determined by Human Resources to be "creditable work experience" shall be granted on a year for year basis (except as provided for herein). Initial step placement of permanent/probationary unit members on the credit salary schedule shall not exceed step fourteen (14) on any column (except for retreating and/or returning managers qualified for "advanced placement"), nor step nine (9) on any column of the credit salary schedule for temporary credit unit members except as provided for herein.

3.8.1.3 Any district employee exercising his/her right to retreat into the bargaining unit as a first year probationary unit member (E.C. 87458) shall be initially placed as provided for in 3.8.1.1 and 3.8.1.2 above.

3.8.1.4 Advanced Placement Standards

As an incentive, the District shall offer advanced placement (beyond Step fourteen (14) for probationary/retreating and/or permanent/returning unit members on the Credit Salary Schedule.

3.8.1.4.1 Applicability of This Provision

This section of the agreement applies to unit members from the following categories who request advanced initial placement on the Credit Salary Schedule:

- (a) Faculty assigned to the unit from a previous non-unit administrative, managerial, confidential or supervisory position (retreating) who were initially employed by the District after July 1, 1990, in an administrative, supervisory position requiring certification qualifications who became a regular employee as a classroom instructor pursuant to Education Code 87458, and who were not employed under a lifetime credential as of July 1, 1990 and who had not previously been placed on the credit salary schedule.
- (b) All other faculty (retreating) assigned to the unit from a previous non-unit, administrative, managerial, confidential or supervisory position in the District.
- (c) All unit members who become managers and subsequently return to the unit.

3.8.1.4.2 Applying for Advanced Placement.

Retreating and returning district employees who anticipate entering the bargaining unit and applying for "advanced initial" or "advanced returning" placement, shall complete an "Assessment form for Advanced Placement" and submit it to Human Resources and the UPM/AFT at least thirty (30) days prior to the beginning of the first year. The Advanced Placement form shall provide information demonstrating that the unit member has met the Advanced Placement standards cited below:

3.8.1.4.3. Advanced Placement Standards:

The unit member possesses one or more of the following credentials and satisfies the associated criteria:

1. CREDENTIAL MAJORS/MASTERS OR HIGHER

(a) CREDENTIAL SPECIFYING MAJORS:

- Life CC Instructor
- Life Standard Jr. College [Fisher]
- Life Standard Designated Subject
- Life Special Secondary
- Life Standard Secondary
- HSPS Instructor/Grandparent Waiver
- HSPS Instructor/Waiver

and nine (9) teaching units or equivalent hours of non-teaching bargaining unit service in the discipline/service area in a credit program at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,

or nine (9) semester units of upper division or graduate work in the discipline at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

- (b) A Masters Degree or higher in the assigned discipline (see the UPM/MCCD Discipline List in 15.8.7 of the CBA)

and nine (9) teaching units or equivalent hours of non-teaching bargaining unit service in the discipline/service area in a credit program at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or nine (9) semester units of upper division or graduate work in the discipline at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

- (c) an MCCD Credential

and completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

2. CREDENTIAL MINOR

(a) CREDENTIAL SPECIFYING MINORS:

Life CC Instructor
Life Standard Jr. College [Fisher]
Life Standard Designated Subject
Life Standard Secondary
MCCD Minor Award

and twenty four (24) teaching units or equivalent hours of non-teaching bargaining unit service in the discipline/service area in a credit program at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

(b) A Masters Degree or higher in a related discipline and a Minor in the assigned discipline (see the UPM/MCCD Discipline List in 15.8.7 of the CBA)

and twenty four (24) teaching units or equivalent hours of non-teaching bargaining unit service in the discipline/service area in a credit program at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

3. CREDENTIAL NOT SPECIFYING A MAJOR OR MINOR.

Life General Secondary
Life Junior College
[Pre-Fisher]

and Master's Degree or higher in the assigned discipline (see the UPM/MCCD discipline list in 15.8.7 of the CBA) awarded by an accredited college or university or a comparable, accredited private institution.

and twenty four (24) teaching units or equivalent hours of non-teaching bargaining unit service in the discipline/service area in a credit program at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

4. LIFE CC LIBRARIAN OR MCCD LIBRARIAN CREDENTIAL

and the equivalent to 15 teaching units of paid professional college library experience, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

5. LIFE CC COUNSELOR OR MCCD COUNSELOR CREDENTIAL

and the equivalent to 15 teaching units of paid professional college counseling experience, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years,.

or completion of 24 credit semester units in the discipline/service at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited college or university or a comparable, accredited private institution in the last seven (7) calendar years. Unit members who meet the advanced placement criteria above, shall be assigned advanced initial placement or returning placement on the credit salary schedule (see 3.8.2, 3.8.3.1 and 3.8.3.2)

3.8.1.4.4 Unit members retreating or returning under the provisions of section 87458 of the Ed. Code and who have not met the advanced placement standards, may voluntarily undertake, at their personal expense, up to one academic year of retraining not to exceed the number of units necessary to comply with the standard.. Such training shall include up to one year of upper division or graduate credit units only in their assigned discipline/service at an accredited college or university or a comparable, accredited private institution (as defined in 3.6.1 and 3.6.2 of the CBA). Unit members who undertake such training shall be granted a paid leave of absence under Section 87764 of the Ed. Code for the purpose of retraining.

3.8.1.4.5 A Retreating/Returning manager who voluntarily retrains and who successfully completes a minimum of nine (9) units (per semester) shall be paid ninety percent (90%) of his/her salary (plus all fringe benefits including retirement contributions he/she would have received had he/she remained in active service). In the computation of the salary, extra pay for summer session, overloads, etc., shall be excluded. Retreating/returning managers must agree to remain in the employ of the District for two (2) years after return to service, unless otherwise provided for in the CBA.

3.8.1.4.6 The period for retraining provided for herein may be extended for extenuating circumstances, through the mutual concurrence of the college president and the UPM/AFT.

3.8.1.4.7 No leave of absence when granted to a contract employee shall be construed as a break in the continuity of service required for the classification of the employee as tenured. However, time spent on any unpaid leave of absence shall not be included in computing the service required as a prerequisite to attainment of, or eligibility for, tenure (see Ed. Code 87776).

3.8.2 Creditable Work Experience

For unit members, previous paid employment experience (as an instructor, librarian, counselor, school nurse, or other certificated employee as identified in Article 8, Workload, of the agreement) is counted on a year-for-year basis if it was equivalent to the job/work assignment, such as full-time teaching in a high school or college environment. Previous paid employment experience is counted on a pro-rated basis if it was part-time, (i.e. credited as a percentage of one year of equivalent full-time employment) or pro-rated if only a portion of the duties were creditable. Elementary teaching, or pre-school teaching, shall not be counted unless the subject matter is Early Childhood Education. Paid non-teaching work directly related to the teaching discipline is counted; e.g., work as a translator would be counted for a language instructor, if satisfactorily documented. Other unrelated work experience is not counted unless the employee meets the minimum qualifications or equivalency for another professional area; e.g., counseling experience would be counted if the person also meets the minimum qualifications or equivalency for employment in the District as a counselor. "Teaching Assistant" work does not count unless it was paid employment and the TA had full responsibility for teaching the class. Student teaching is not counted.

3.8.3 Salary Placement of Managers Who Retreat Into The Faculty and Who Meet the Requirements of Section 3.8.1.4.

3.8.3.1 Retreating Managers

Managers who retreat to the bargaining unit or are reassigned to the bargaining unit shall receive a salary placement for creditable service performed prior to their employment at the College of Marin and for work performed as certificated managers subsequent to their employment. The initial placement for work performed prior to their employment shall be determined in accordance with 3.8.1. No more than thirteen (13) years credit (placement at step 14 may be granted for such service). For work performed subsequent to their employment certificated

managers will be granted credit as follows:

- For performance of certificated management duties related to the development, delivery and/or evaluation of Instruction, Library Services, Counseling or related assignments.
- For management of an activity with a direct content link to an area of teaching responsibility.
- For teaching and/or advanced academic study within the discipline to which the manager is retreating or returning.

3.8.3.2 Certificated managers shall be granted credit on a year for year basis for the first nine (9) years of creditable certificated management service subsequent to their employment at the College. For each additional two years of service a certificated manager shall be granted one-year credit. For creditable service after employment at the College a certificated manager may be granted a maximum of thirteen (13) years credit.

Example:

1 to 9 years	1 for 1 credit	maximum 9
10-11 years	1 credit	maximum 1
12-13 years	1 credit	maximum 1
14-15 years	1 credit	maximum 1
15-16 years	1 credit	maximum <u>1</u>
TOTAL		13

3.8.3.3 Creditable service under 3.8.3.1 and 3.8.3.2 shall be combined for certificated managers returning to the bargaining unit. The maximum credits achieved under 3.8.3.1 shall be added to the maximum credits earned under 3.8.3.2. The combined total shall not result in a salary placement beyond step fourteen (14) for those who have not met the advanced placement standard. Retreating managers who have met the advanced placement standard may advance to step 18.

3.8.4 Returning Unit Members (Certificated Managers) considered to have met Advanced Placement Standards

Unit members who become managers and subsequently return to the unit within seven (7) years shall be subject to the provisions of 3.8.3.1 and 3.8.2. Unit members who transfer to a management position and return to the unit shall be granted credit on the certificated salary schedule for each completed year of District management service. The credited years of management service shall be added to the highest step the unit member earned before transferring to the management (to the maximum Step 21) [Example: The unit member's highest step placement before becoming a manager was step eleven (11). The unit member completed four years in a creditable management position and returned to the faculty. The unit member shall be placed at Step 15.] Returning managers who have been employed in the MCCD as certificated managers more than seven (7) consecutive years must qualify for advanced placement and satisfy the requirements of sections 3.8.1.4 through 3.8.1.4.7, inclusively; otherwise they shall be placed at the highest step they earned on the unit salary schedule prior to transferring to a management position.

3.8.4.1 A "completed year" is at least 75% of 222 work-days or 166.5 workdays within any calendar year. The initial step placement of permanent/probationary unit members on the Credit Salary Schedule shall not exceed step ten (10) on any column, nor step three (3) on any column of the Credit Salary Schedule for temporary credit unit members.

3.8.4.2 For non-teaching employees, experience in their professional field (e.g. Librarian, Counselor) is counted. "Intern" work will be counted if it is paid employment and independently performed, under supervision, after acquisition of the Masters Degree. Experience outside of the professional/field (e.g. teaching Math) is not counted unless the employee also meets the minimum qualifications for the other area(s).

3.8.4.3 For vocational instructors, both paid teaching and appropriate work experience are counted (as provided for in 3.8.1.1, 3.8.1.2 and 3.8.2).

3.8.4.4 "Teaching Assistant" work does not count unless it was paid employment and the TA was the official

instructor of record. Student teaching is not counted. Unpaid "intern" work will not be credited.

3.8.4.5 Previous part-time work that is determined by the District Personnel Office to be a "creditable" work experience shall be credited on a pro-rated basis (i.e. credited as a percentage of one year of equivalent full-time employment) and where applicable under the additional provisions defined in 3.8.2.

3.8.5 Temporary Non-Credit Unit Members

Initial step placement shall be in accordance with Articles 3.3 and 3.4 of the CBA.

3.8.6 Vertical Step Movement on the Salary Schedule

3.8.6.1 Permanent/Probationary Unit Members

After initial placement on the credit salary schedule, vertical movement to a higher step for permanent faculty members will be effected once each year, effective July first (7/1) at a rate of one step for each 29.5 - 30.5 teaching units or equivalent non-credit service completed in the District, or for librarians, counselors, school nurse and other certificated unit members, one school year of full-time creditable work in the District. Permanent/probationary unit members teaching less than 29.5 units (or non-teaching unit members working less than a full school year) may also qualify for step movement in the following circumstances as approved by the Board: on a reduced load as long as they teach at least 18 units (60% in non-teaching positions) in the year excluding overloads and intersessions; on a phased-in early retirement program of at least one-half of the days of service required for a regular full-time assignment; on a paid medical leave of absence; on a sabbatical leave, legislative leave, family leave, military leave, jury duty leave, industrial accident leave, pregnancy/disability leave, disability leave and/or assault leave.

Permanent/probationary unit members hired at mid-year are required to complete three semesters before becoming eligible for salary step advancement. Permanent/probationary unit members not on phased-in early retirement, must be in paid status at least 75% of the assigned days in a school year for that year to be credited. No unit member may receive more than one (1) step (30 units) on the Credit Salary Schedule in any single contract year (e.g. January 1 to December 31).

3.8.6.2 Equivalent Non-Credit Service

All permanent/probationary unit members working in the non-credit program as part of their regularly assigned workload shall move on the Credit Salary Schedule in accordance with their years of pro-rated full-time service. ~~(when 700 lecture hours or 1050 laboratory hours per academic year constitute an equivalent full-time workload).~~

3.8.6.3 Temporary Unit Members

Vertical movement to a higher step shall be at a rate of one step for every 30 teaching units (or equivalent, i.e. for counselors, librarians, school nurse, and other non-instructional unit members.) The teaching units earned in the District shall be credited for movement not to exceed step 16 and will be counted at the end of each semester or intersession. Teaching units earned at other institutions shall be credited for movement not to exceed step 9 and will be counted if satisfactorily documented, but no combination of inside-or-outside-the District teaching units beyond 30 in one year will be counted for purposes of step movement. Advancement from Step 9 to Step 16 shall be based solely on teaching experience (related work experience will not be credited). No credit will be given for teaching units obtained outside the District for Step 10 or beyond. Temporary counselors, librarians, and other temporary non-administrative certificated employees shall receive step advances, with the same limitations as temporary credit teaching faculty based on pro-rated full-time professional experience (i.e. percentage of unit equivalents) Step movement for temporary credit employees who become eligible will be effective at the end of the completed semester or intersession. No unit member may receive more than one (1) step (30 units) on the Credit Salary Schedule in any single contract year (e.g. January 1 to December 31).

3.8.6.4 Temporary Not-for-credit/Community Education Unit Members Step Placement and Movement

After placement on the Not-for credit Instructor Hourly Schedule, unit members shall move from step one following three (3) quarters of district service; from step two following nine (9) quarters of district service; from step three following eighteen (18) quarters of district service in accordance with the provisions of the CBA (See Salary Schedule, Appendix A). The UPM/AFT contract contains specific exceptions to this rule; i.e., ESL and those teaching a semester program on campus). Non-credit experience obtained subsequent to initial placement will not change the unit member's Credit Salary Schedule placement. (The UPM/AFT contract contains specific exceptions to this rule; i.e., ESL and those

teaching a semester program on campus).

3.8.7 HORIZONTAL MOVEMENT ON THE CERTIFICATED SALARY SCHEDULE

3.8.7.1 Materials Required

Before movement to a higher column may be considered, a faculty member must present an official transcript of the college degree awarded, college units taken, or Continuing Education Units-(CEU) in Nursing, Learning Disabilities or Dental Assisting completed, which-would support the request for change in column on the salary schedule. The college or university must be accredited by the appropriate regional accrediting organization. If Continuing Education is required as a part of professional-status (i.e., Nursing, Learning Disabilities or Dental Assisting,) 15 hours of professional training equals one (1) unit.

3.8.7.2 Limitations on Receiving Credit

Only upper division or subject-related lower division college credit courses or CEU for Nursing, Learning Disabilities and Dental Assisting will be used for salary schedule purposes. Community College units will not be used for salary schedule column movement beyond the level of the bachelor's degree.

3.8.7.3 Time Limits for Submissions of Documentation

All supporting documentation of initial column placement must be received within six months following placement. If received after that time, the change will be effective beginning with the next semester. For column change following initial placement, unit member must complete requirements for a higher salary class on the salary schedule by September 1 for a July 1 change and all supporting documentation must be received in the Personnel Office by the deadline of December 15 (12/15) for changes effective the preceding July first (7/1). For changes effective the preceding January first (1/1) unit members must complete requirements for a higher salary class on the salary schedule by March 1 for a January 1 change and all supporting documentation must be received in the Personnel Office by the deadline of June thirtieth (6/30).

3.8.7.4 Column Movement for Temporary Credit Certificated Employees

The above paragraphs apply to any temporary credit unit members who are rehired. Temporary non-credit unit members who also teach credit courses, advance on both salary schedules according to the rules of each.

3.8.8 Notification of Initial Step Placement

Within fifteen working days of the initial step and column placement of a unit member on any District Salary Schedule, the District shall notify the unit member of said placement and shall provide UPM with a written explanation of the personnel office decision (e.g. the "Marin Community College District Salary Placement Form") and the subsequent district action. Should the unit member and/or UPM deem the proposed placement to be unsatisfactory the applicant and/or UPM may appeal via the provisions of the grievance procedure in Article 12 of the CBA.

3.8.9 Challenge to Placement Permanent/Probationary Unit Members

3.8.9.1 Retreating managers who become unit members and were initially placed on the credit salary schedule after July 19, 1993 shall be subject to all the terms and conditions defined herein. Salary placements made on or before July 19, 1993, shall not be affected by this agreement.

3.8.9.2 All other unit members hired after July 1, 2001 who did not receive placement credit as specified in the criteria and procedures described herein shall have their work history reviewed by Human Resources for the purpose of adjustment of initial step placement (to the step 14 maximum) and adjustment of their current step placement, including credit earned for step movement subsequent to initial step placement. The adjustments shall be effective July 1, 2002. There shall be no retroactive payment resulting from any adjustment. Unit members who were initially placed on the credit salary schedule as temporary employees and subsequently moved to probationary status shall retain their current step placement and thereafter move in accordance with the provisions of this agreement.

3.9 Vocational-Related Disciplines

"Vocational-Related Disciplines" include:

Administration of Justice	Early Childhood Education
Automotive Collision Repair Technology	Electronics Technology
Auto Technology	Environmental Landscaping
Business (includes Accounting and Management)	Fire Technology/EMT
Business Office Systems Welding)	Machine and Metals Technology (incl.
Computer Information Systems	Medical Assisting
Court Reporting	Nursing: Registered
Dental Assisting: Registered	Real Estate

3.10 Office Hour

(a) Unit members teaching in credit and/or non-credit semester programs shall be available for consultation with students as per 8.5.1:

Assigned Teaching Units	No. of Expected Office Hours Per Week of Instruction
0.1 to 3.0	One (1)
3.1 to 6.0	One and one-half (1+1/2)
6.1 to 9.0	Two (2)
9.1 to 12.0	Three (3)
12.1 to 15.0	Four (4)

(b) Unit members teaching credit classes on permanent/probationary employment contracts for instructional overloads or intersessions and paid on the Credit Salary Schedule, shall be available for consultation with students as per 8.5.1:

Assigned Teaching Units	No. of Expected Office Hours Per Week of Instruction
0.1 to 3.0	One (1)
3.1 to 6.0	One and one-half (1+1/2)
6.1 to 9.0	Two (2)
9.1 to 12.0	Three (3)
12.1 to 15.0	Four (4)

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

(d) The office hour/s is not counted in the 67% load restriction [Education Code] for temporary part-time instructions.

3.11 Payment Schedules for Part-Time Temporary/Intersession Assignments

3.11.1 Payment for part-time temporary assignments, including intersessions and stipends will be made within ten (10) working days following the end of the month in which the service is performed.

3.11.2 Payments for part-time temporary assignments will be made in five (5) equal payments in the semester, beginning with a mid-month payment in the first full month of a semester, (e.g. Classes beginning in August would begin to receive compensation on the September mid-month payroll). A unit member assigned a late start class shall begin to receive

pay on the mid-month payroll following the month in which service began, (e.g. Class beginning in October – would begin to receive compensation on the November mid-month payroll.) This section shall not apply to part-time assignments of full-time unit members.

3.12 Compensation – Unit Members Assigned to the Children’s Centers

3.12.1 All unit members assigned to the Children’s Center shall be placed on one of the Children’s Center Salary Schedules in Appendix A-2 or A-4 [dated documents] as determined by the placement criteria in Article 3.13 below.

3.13 Initial Placement on the Children’s Center Salary Schedule

3.13.1 Current Unit Members

Current unit members employed in the Children’s Center shall be initially placed on the appropriate step and column of the designated Children’s Center Salary Schedules A-3 or A-4 [dated documents] of this T.A., as defined below in 3.13.3 based on their prior employment in MCCD Children’s Centers in the position in which they are being placed as defined in Article 1.1 above. Unit members currently employed in the Children’s Center who move to a different job category shall be initially placed on the appropriate column on the designated Children’s Center Salary Schedule as defined below in 3.12.3 based on their qualifications in relation to the criteria set forth on the salary schedule. Step placement on the new salary schedule shall be at Step 1 (one) or on the nearest step that provides a minimum 5% increase over their present salary,

3.13.2 Newly Hired Unit Members

Children’s Center unit members hired after the signing of the T.A. and placed on the Children’s Center Salary Schedule for the first time shall be asked to furnish information and documentation to Human Resources showing “creditable” previous experience which would affect their initial step and column placement on the Children’s Center Salary Schedules. The newly hired unit member will be tentatively placed no higher than step two (2) on the salary schedule (pending review of all required documents submitted to Human Resources). Step 2 is the highest entering step for Children’s Center unit members. All previous “creditable” education and work experience must be documented before the end of the semester or summer session. A change will be made in the salary placement and supplemental pay or payroll deduction accordingly, if:

- (a) Transcripts and other criteria defined herein support a higher step and/or column placement on the salary schedule, or
- (b) Transcripts and/or letters certifying experience, submitted within the semester or summer session, do not verify sufficient and/or creditable course work, or
- (c) No documentation is provided by the end of the semester or summer session in which the work takes place.
- (d) If the documentation is furnished after the end of the semester or summer session, a salary schedule adjustment will be effective the first pay period following submission of sufficient documentation. There shall be no retroactive payment.

3.13.3 Initial Vertical Placement

Initial vertical placement on the Children’s Center Salary Schedule shall be determined solely on the basis of the criteria and procedures enumerated herein. Articles 3.13.2, 3.13.3, 3.14.1, 3.14.2 and 3.14.3 set forth herein shall apply for initial placement of unit members.

3.13.4 Vertical Movement on Children’s Center Salary Schedule

Unit members assigned to the Children’s Center shall move one (1) step on the Children’s Center Salary Schedule for every four semesters consisting of two 175-day contract years, completed at 100% assigned workload. Unit members who work less than 100% of an assigned workload must accumulate the hours equivalency of a full-time workload to move on the salary schedule.

This same formula shall be used to determine service credit for initial placement on a Children's Center Salary Schedule.

3.14 Horizontal Movement on Children's Center Salary Schedule

3.14.1 Before movement to a higher column may be considered, a unit member must present documentation which would support the request for change of column on the salary schedule. The documentation should include the state issued permit, or an official transcript of the college degree awarded or the college units taken which would support the request for a change in column on the salary schedule. The college or university must be accredited by the appropriate regional accrediting organization.

3.14.2 Time Limit for Submission of Documentation

All supporting documentation of initial column placement must be received within six months following placement. If received after that time, the change will be effective beginning with the next semester. For column change following initial placement, unit member must complete requirements for a higher salary class on the salary schedule by September 1 for a July 1 change and all supporting documentation must be received in the District Human Resources Department by the deadline of December 15 for changes effective the preceding July 1. For changes effective the preceding January 1, unit members must complete requirements for a higher salary class on the salary schedule by March 1 for a January 1 change and all supporting documentation must be received in the District Human Resources Department by the deadline of June 30.

3.14.3 Notification of Initial Step Placement

Within fifteen (15) working days of the initial step and column placement of a unit member on the Children's Center Salary Schedule, the District shall notify the unit member of said placement and shall provide UPM with a written explanation of the District Human Resources Department decision (e.g. the "Marin Community College District Salary Placement Form") and the subsequent District action. Should the unit member and/or UPM deem the proposed placement to be unsatisfactory, the applicant and/or UPM may appeal via the provisions of the grievance procedure in Article 12 of the CBA.

3.15 Site Supervisor – Summer Session/Short Term Leave Rate of Compensation

The Site Supervisor working the summer session shall be reimbursed on a prorated base of 80% of the Site Supervisor hourly rate (as determined in Articles 3.12.1 through 3.12.3). Teachers employed as the Site Supervisor during summer session shall be placed on the Site Supervisor Salary Schedule and be paid at 80% pro rata. The same rate shall apply in cases of coverage for Site Supervisor short-term leave greater than four full weeks.

3.16 Compensation: Reassigned Time, Overload and Stipend

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

- (a) **Reassigned Time:** 100% pro rata
- (b) **Overload:** Unit members shall be provided overload compensation in accordance with Article 1.5.1 and the other provisions of Article 3.0 of the CBA. Permanent unit members shall not exceed step 20 for overload placement.
- (c) **Stipend:** The stipend rate shall be as follows:
 - 2017: \$67.00/ hour
 - 2018: \$71.00/hour
 - 2019: \$74.00/hour

- (d) **Substitute Pay:** The Substitute Instructor Salary Schedule shall be modified to show the substitute rate equal to the stipend rate, to be increased by the same percentage rate as column 3, step 10 on the Credit Salary Schedule as of July 1, 2011, 2012, and 2013.
- (e) **Intersession Pay:** Unit members shall be provided compensation for working during intersession in accordance with Article 1.5.1 and the other provisions of Article 3.0 of the CBA. The Site Supervisor positions in the Children's Center shall be paid in accordance with Article 3.1 and the other provisions of Article 3.0.

3.17 Payment for Overload Unit(s)

All units above 15 for the semester or above 30 for the year will be compensated and paid at the overload rate of pay.

- (a) A full-time unit member assigned a temporary overload contract shall be paid in five (5) equal payments, beginning with the first pay period of each semester in which contract service was performed (August of the Fall semester, January of the Spring semester).
- (b) Department Chairs, UPM and Academic Senate representatives assigned duties during June and July shall be paid in six (6) equal payments beginning in July and/or January provided their term of office has not expired.
- (c) A unit member teaching a late starting class(es) shall begin to receive pay on the mid-month payroll following the month in which the service began (e.g. class beginning in October would receive pay for that service on the November mid-month payroll).

3.17.1 Salary: Reduced Load

If a unit member receives a reduced load approved by UDWC, his/her salary shall be reduced on a pro-rated basis and deducted in equal amounts for the remaining pay periods of the contract.

Except as specified herein, all other provisions of Article 3 do not apply to unit members assigned to the Children's Center.

ARTICLE 4: FRINGE BENEFITS

4.1 Permanent/Probationary Unit Members

The District shall pay the full cost of dental, vision and disability insurance programs. The co-pay for all plans shall be established by the carrier plans and shall be implemented within 60 calendar days following the ratification of the Tentative Agreement.

Medical insurance will be provided, but the District's contribution shall be limited as follows:

The District shall contribute up to \$1,900 per month toward the premium amount of all benefit plans for all full-time unit members and all part-time unit members who are eligible to receive benefits pursuant to Article 4.2 (the "Employer Contribution".)

4.1.A Insurance Premium Contribution Fund

As per the 2014-16 CBA, the District established an Insurance Premium Contribution Fund in the amount of \$135,582.00, which constituted the dollar value of the 2014 raise for a 2 month period. Any funds remaining in the Premium Contribution Fund on December 14, 2017 shall be transferred to the Dental fund per 4.2(e). Funds transferred from the Premium Contribution Fund shall remain in the Dental fund until spent.

4.1.1 Durable Medical Coverage for Kaiser

Durable medical coverage added to the Kaiser medical plan and the additional cost is reflected in the Kaiser Family Rate dollar amount.

4.1.2 Prescription Co-payment: Kaiser

Kaiser medical insurance coverage for prescription co-payment shall be consistent with the District's group coverage plan.

4.1.3 Out of State Coverage

If a retiree is enrolled in Kaiser and moves outside of the service area, has the option of moving to the non-Kaiser plan in order to continue receiving benefits from the District. This program is employee paid and allows the unit member to maintain coverage when he/she moves outside of the service area. The District provides portability for out-of-state retirees [those eligible for retirement benefits] up to the Kaiser Family Rate.

4.1.4 Benefits: Unit Members Assigned to the Children's Center

- (a) All unit members working 80% or more of a full load shall have medical, vision, dental and other benefits as provided for in the CBA (Articles 4.1, 4.3, 4.4, 4.5 and 4.6) for other permanent/probationary unit members.
- (b) All unit members working less than 80% but more than 60% of a full load will have prorated benefits up to the limits provided by the District if they choose to participate in the plan(s) (i.e., 75% employee; 75% of benefit cost paid by District, 25% paid by employee). Those who elect to participate in medical, vision, and/or dental insurance shall have the prorated portion of these benefits deducted from their paychecks.
- (c) Unit members who work less than 60% of a full load may elect to purchase medical, vision and/or dental insurance and shall have the cost of these benefits deducted from their paychecks.

Except as specified herein, all other provisions of Article 4 do not apply to unit members assigned to the Children's Center.

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

- (a) The District shall provide a maximum contribution of \$1,900 per month for qualifying temporary (credit or non-

credit) unit members (See 4.1 (a))... Qualified Temporary Credit Unit Members are currently employed part-time, teach twelve 12 credit units or more in an academic year, excluding summer term, and who teach at least six (6) credit units in the Fall semester. The six (6) credit units trigger in the Fall semester may include a “condensed” course that begins later in the semester. If any course, including the “condensed” course, is cancelled based on enrollment and this results in the unit member carrying less than six (6) credit units, the unit member’s District provided coverage will be discontinued and the unit member will repay the District for the coverage already provided by the District. Temporary Credit Unit members who fall below the six (6) credit units may purchase the District’s temporary [safe harbor] health insurance for the employee or employee and eligible children at the employee’s expense. Unit members who retire subsequent to July 1, 1995 and who are eligible for benefits under Section 4.11 shall not be eligible for this benefit.

Part-time Unit members who choose health coverage which exceeds \$1,900 per month shall pay any additional / differential cost for said coverage “out of pocket.”

- (b) Currently employed unit members working in the non-credit FTES generating program for 40% or more of a full-time equivalent load and fee based intensive English program instructors, shall qualify for the same coverage as part-time credit instructors.
- (c) Temporary unit members who do not qualify for health benefits otherwise provided for in this agreement may enroll for health benefits, upon approval of the carrier, by paying the necessary premiums to the District.
- (d) Safe Harbor plan. The District will maintain a medical plan for credit and non-credit unit members who fall below six (6) units and lose their group coverage. The “Active Temporary Employee” medical benefit coverage is for employee or employee plus family. The cost of coverage will be at the employee’s expense.
- (e) **Dental Coverage.** Unit members who qualify for health care coverage in 4.2 above shall qualify for a reimbursement of up to \$600 per fiscal year for a single subscriber, or \$1,200 per fiscal year for a subscriber plus one, based on submission to the District of an itemized invoice from a dentist outlining the services provided, submitted within 30 calendar days of the end of the fiscal year. The District shall reimburse the unit member within 30 days of receipt of a verified itemized invoice. The maximum total dental reimbursement shall not exceed the prior year expenditures by more than \$15,000 per fiscal year (\$5,000 funded from District General Fund and \$10,000 from the Insurance Premium Contribution Fund). On a one-time basis, the District shall also deposit into the Dental Reimbursement Fund the total savings in IR&D fund contributions realized between December 14, 2017 and June 30, 2018.

4.3 Insurance Coverage: Notification Guidelines

- (a) Within thirty (30) days of employment, each new unit member shall receive complete information from Fiscal Services regarding all District insurance coverage for which he/she is eligible. He/she shall enroll or file an intention not to enroll with Fiscal Services within thirty (30) days of receipt of this information. All unit members, once enrolled, shall maintain their enrollment unless they, by their action, filed in writing, choose to terminate temporarily, or change enrollment.

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- (b) All insurance coverage and changes in such coverage shall become effective on the first day of the month following receipt of the unit member's request for coverage or change of coverage. In the event that the unit member shall request a change of coverage, he/she shall continue to be covered by the carrier from which he/she is changing until such time as the new coverage is instituted.
- (c) A unit member who is enrolled in a hospital-medical plan for at least two (2) consecutive coverage periods and whose enrollment terminates because of loss of eligibility or termination of employment, shall be given the opportunity to convert to coverage outside the District program, as may be available in his/her particular plan.

4.4 Insurance Committee

An Insurance Committee shall be formed consisting of two (2) members selected by UPM/AFT, no more than four

(4) members selected by the classified staff and two (2) members selected by the District. The Committee shall review and recommend insurance carriers and shall oversee the operations of the carrier with regard to the establishment and maintenance of a high level of service to the members of the various plans. The Committee will regularly review the performance and services provided by the Broker(s) of Record and/or benefit consultant(s) to the District. The Committee shall make recommendations to the exclusive representatives and to the District regarding improvement and/or economies in fringe benefit coverage. The committee shall convene to engage in collaborative analysis of cost-saving options and opportunities.

4.5 AD&D Insurance

The District shall provide to eligible unit members, \$250,000 of "on the job" AD&D insurance at no cost to the unit member. Additional "twenty-four hour" AD&D insurance coverage, as well as family coverage, may be offered and selected at the unit member's expense.

4.6 Payroll Deductions for Benefits

Any payroll deductions for benefits by a unit member will be "sheltered as pre-tax dollars" as provided for in relevant State or Federal statutes.

4.7 Medical Waiver

(a) Any permanent/probationary credit unit member may voluntarily waive District medical benefits if he/she can provide documentation of comparable coverage under another plan (**Form F 4.7(a)**) as of July 1, 2014. Permanent/probationary credit unit members opting not to participate in medical coverage must notify Fiscal Services no later than October 1, of each year, provide documentation at that time and sign the applicable declaration. Permanent/probationary credit unit members who elected to waive medical benefits as of July 1, 2014 shall be provided with a \$1500 annual payment. The payments shall be reduced on a pro rata basis for unit members who waive coverage for less than a full year. Permanent/probationary credit unit members shall have their waiver payments made by check no later than December 15th.

(b) Temporary credit unit members who are eligible for Kaiser medical coverage under Article 4.2 of the CBA may voluntarily waive District medical benefits if he/she can provide documentation to Fiscal Services of comparable coverage under another plan (**Form F 4.7 (b)**). Temporary credit unit members shall receive half of the waiver payment (\$750) by December 15th, with the balance being paid by check no later than March 15th of the following semester, if they remain eligible for the waiver in that Spring semester. For unit members with late starting classes, the balance will be paid by check no later than April 15th, if they remain eligible for the waiver in that Spring semester. To be reinstated, temporary credit unit members must apply during the Fall open enrollment period.

(c) Temporary unit members working in the non-credit FTES generating program who are eligible for the District contribution to Kaiser medical coverage under Article 4.2 of the CBA may waive this contribution if he/she can provide documentation of comparable coverage under another plan (**Form F 4.7 (c)**). If a unit member waives this coverage, there is no monetary remuneration from the District in lieu of this coverage. To be reinstated, temporary non-credit unit members must apply during the annual Fall open enrollment period.

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4.8 Life Insurance

The District agrees to provide for all eligible unit members, life insurance coverage in the amount of \$50,000.

4.8.1 An optional portable, permanent, voluntary life insurance plan may be offered to eligible unit members at no direct cost to the District beyond submission of the contribution to the underwriter. Payment to this plan may be made by monthly payroll deductions. E.O.I./First Penn Pacific Insurance Company will be the company to offer the insurance plan.

4.9 CRA Trust

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

4.9.1 UPM will hold the District harmless from any liability arising from the creation or administration of the Trust described in 4.9, so long as the District fulfills its obligation as described in 4.9.

4.9.2 Permanent/probationary unit members hired after 7/1/88 will have the CRA as their exclusive health benefit upon retirement from the District. The retirement benefits of Articles 4.11.1, 4.11.2, and 4.11.3 will not apply to these unit members.

4.10 Domestic Partners

A. Definitions.

Qualifying Partner. Any full-time permanent/probationary unit member who meets the criteria in 4.10 B 1. & 2. (a)-(p) below.

Domestic Partner. Any partner of a qualifying partner who meets the criteria in 4.10 B 1. & 2. (a)-(p).

Domestic Partnership. Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

Live Together. "Live together" means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.

Living Expenses. "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.

B. Eligibility and Enrollment Criteria.

1. In order to enroll for coverage of the domestic partner, the qualifying partner and his/her domestic partner must complete, sign under penalty of perjury, and file with the District an affidavit attesting to their meeting eligibility requirements, as provided below (**Form F 4.10**).
2. In order to be eligible for domestic partner coverage, the following criteria must be met:
 - (a) The benefit must be one for which the qualifying partner's spouse would be eligible, if the qualifying partner was married.
Such benefits include medical, dental and vision coverage. Retirement Medical insurance, Life [rev] 3.3.15
Insurance and Disability Insurance are not included. Benefits will not be provided for the dependents of the domestic partner.
 - (b) The qualifying partner and the domestic partner must be domestic partners according to the definition in Section A. above.
 - (c) Both members of the domestic partnership must have reached the age of 18 and be mentally competent to consent to a contract.
 - (d) The qualifying partner and domestic partner must be each other's sole domestic partner.

- (e) Neither member of the domestic partnership may be married.
- (f) Neither member of the domestic partnership may have had another domestic partner within the previous six months, unless that domestic partnership terminated by death.
- (g) Neither of the domestic partners is related to the other by blood as would prevent them from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt uncle).
- (h) The domestic partners must share the same principal place of residence and intend to do so indefinitely. They must disclose the address of that residence.
- (i) The domestic partners must agree that they both are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership. The partners' practice need not be to contribute equally to the cost of the living expenses as long as they agree that both are responsible for the total cost.
- (j) The domestic partners must acknowledge that they understand and agree that the qualifying partner may make health plan and other benefit elections on behalf of the domestic partner.
- (k) The domestic partners must acknowledge that the District may require supportive documentation satisfactory to the District concerning any and all eligibility criteria. Such documentation may include a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.
- (l) The domestic partners must acknowledge that they understand that in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage set forth in the offered benefit plans themselves. The domestic partners must agree that by executing the affidavit, each agrees to be bound by the terms and conditions of coverage of the plans.
- (m) The qualifying partner must acknowledge that he or she understands that under applicable federal and state tax law, District-provided benefits coverage of the domestic partner could result in imputed taxable income to the qualifying partner, subject to income tax withholding and applicable payroll taxes.
- (n) The domestic partners must agree to notify the District within 30 days if there is any change of circumstances attested to in their affidavit. The notice is to be in the form of an amendment of their affidavit. The domestic partner must agree that the qualifying partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the domestic partner. If the qualifying partner executes such an option, that qualifying partner shall notify the domestic partner as soon as possible that his/her benefits have been terminated and it shall be sole responsibility of that qualifying partner to make such notification.
- (o) The domestic partners must acknowledge that they understand that, if either has made a false statement regarding his/her qualification as a domestic partner or has failed to comply with the terms of the affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorney's fees and court costs.
- (p) The domestic partner must acknowledge that the District Administrator of any benefit plan will initially determine whether a domestic partner is qualified for benefits. Disputes shall be resolved as provided for in Article 12 of the agreement.

4.11 Fringe Benefits for Retirees

4.11.1 Unit Member/Retired on Disability. All permanent/probationary unit members with at least ten (10) years of full-time service in the District, when retired for medical disability, will be covered by the District's Kaiser Medical Insurance Policy or any other Medical Insurance Policy currently offered by the District up to the dollar limit of Kaiser, if allowed by carrier, until he/she reaches the age of seventy (70) or to the date of death, whichever is earlier. One (1) eligible dependent will also be covered until the staff member reaches the age of seventy (70) or to the date of the former unit member's death, whichever is earlier, and with approval of the insurance carrier.

4.11.2 Unit Member/Non-Disability Retirement. Upon retirement, a permanent/probationary unit member with at least fifteen (15) years of full-time service in the District will be covered by the District's Kaiser Medical Insurance Policy or any other Medical Insurance Policy currently offered by the District up to the dollar limit of Kaiser, if allowed by carrier, until he/she reaches the age of seventy (70), or the date of death, whichever is earlier. One (1) eligible dependent will also be covered until the staff member reaches the age of seventy (70), or to the date of the former unit member's death, whichever is earlier, and with the approval of the insurance carrier.

4.11.3 Dental Coverage. All retired unit members qualifying above and retiring on or after July 1, 1981, shall receive the District's dental coverage until age seventy (70) at District expense.

4.11.4 Senior Medical Programs. Effective with retirements occurring after the ratification date of this agreement any unit member who qualifies for District approved medical insurance coverage and Social Security Medicare Part A and Medicare part B and who reaches 65 years of age during retirement, or is 65 years of age or older at the time of retirement, must participate in the Kaiser Medicare Senior Advantage Plan or the non-Kaiser Medicare Advantage Plan, with District support up to the limits specified in 4.11.1 or 4.11.2. Retirees who do not qualify for Social Security Medicare Part A and Medicare Part B shall continue to be provided medical benefits as described in 4.11.1 or 4.11.2.

4.12 Phased-In Early Retirement

4.12.1 Permanent/probationary unit members shall have the right to reduce their workload and maintain retirement benefits, provided:

- (a) The unit member has reached the age of fifty-five (55) prior to reduction in workload.
- (b) The unit member has been employed full-time as a permanent full-time unit member in a position for at least ten

(10) years, of which the immediate preceding five (5) years were full-time employment.

4.12.2 The unit member shall be paid a salary which is the pro rata share he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The unit member shall receive all benefits in the same manner as a full-time unit member for the first five (5) years of part-time employment. For the next five (5) years of leave the unit member shall pay for the cost of benefits based on the percentage of work load reduction; i.e. if reduced to a 50% workload the unit member would contribute 50% of the benefit costs.

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

4.12.4 The unit member shall receive the retirement credit he/she would have received if employed

on a full-time basis and have his/her retirement allowance and other retirement benefits based on the salary he/she would have received if employed on a full-time basis.

4.12.5 No more than ten (10) years of part-time status shall be permitted. In the event of an emergency created by a medical or financial hardship, a member who has begun this program may return to full-time employment and later resume the program upon agreement with the District.

4.12.6 A unit member desiring to apply for retirement, pursuant to this Section, must do so in writing by April 15 preceding the academic year in which he/she desires the plan to begin.

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

4.13 Emeritus Privileges. Any full time or part time faculty member with at least ten (10) years of service who retires from the District shall receive emeritus status and afforded the following lifetime privileges at no cost to the emeritus faculty member:

- a. Official college identification that recognizes emeritus status;
- b. Discount at College of Marin performing and fine arts events;
- c. Complimentary admission to College of Marin athletic events and athletic facilities;
- d. Complimentary lifetime parking permit;
- e. Invitation to College of Marin social events;
- f. Continued use of College of Marin email account upon request;
- g. Enrollment fee exemption for credit classes based on space availability;
- h. All library services; and
- j. Discount at College of Marin Bookstore.

4.14 Resignation Incentive

- a) **Qualifying unit member.** In order to qualify for the resignation incentive set forth in this Article, the unit member must meet all of the following criteria:
 - i) The unit member has provided continuous service to the District for at least twenty (20) years at the time of resignation. Sabbaticals and approved leaves, paid and unpaid, shall not constitute breaks in service for the purposes of this Article.
 - ii) The unit member is at step twenty-four (24) or above of the salary schedule at the time of resignation. This requirement shall not apply to unit members who are employed in the Child Care Center, but otherwise meet all of the listed eligibility criteria.
 - iii) The effective date of the resignation is the end of business on the last day of a fall or spring semester.
 - iv) The resignation is effective no later than the last day of the fall semester of 2019, except that members who would meet the eligibility criteria in calendar year 2020 may tender their resignations no later than the last day of the fall semester of 2019, with a resignation date no later than the last day of the fall semester of 2020.
 - v) The unit member tenders the resignation at least two (2) months before the effective date.
 - vi) Resignations must be submitted on form F 4.14.
 - vii) If a unit member seeks to invoke this benefit by tendering a resignation after the unit member has been served with a Notice of Intent to Terminate on grounds of immoral

conduct, dishonesty, unprofessional conduct and/or evident unfitness of service, the District may deny the benefit at its discretion. However, if the District instead chooses to pursue termination, and the District does not prevail, the member shall be entitled to the benefit.

- b) **Resignation benefit.** Unit members that meet the requirements of section 4.14.a shall be paid a single lump-sum payment of sixty thousand dollars (\$60,000). Payment shall be made in the next month's end of month payroll.
- c) **Rights of Resignee.** Resignees under this section shall be conferred, and entitled to all benefits of, emeritus status. Resignees under this section may retire at their sole discretion. Nothing under this Article requires a resignee to retire in order to qualify for the resignation incentive. Resignation under this Article shall be irrevocable and resignees shall not be reemployed at any time in the future as regular full-time faculty. However, resignees may be hired to perform part-time, temporary credit, noncredit, and not for credit assignments.

ARTICLE 5: LEAVES

5.1 Reporting Absences/Definition of "Day"

All leaves of absence, with the exception of sabbatical leaves and approved unpaid leaves of absence, shall be reported to the immediate supervisor in writing, within three (3) days after return to duty (A "day" is defined as Monday through Friday, except for holidays, during which District offices are open for business). The appropriate Dean, Director or the Department Chairperson shall make the appropriate reporting forms available to the unit member (Forms F 5.1(a) & (b)).

5.2 Sick Leave

5.2.1 Permanent/probationary unit members shall be entitled to ten (10) sick leave days annually and shall accrue one (1) additional day for every six (6) units or equivalent assignment beyond the full-time work load during the 175 day academic year/work year or for work assigned during intersession, accumulated indefinitely commencing on the first (1st) day of employment.

5.2.2 All temporary unit members (both credit and non-credit) shall receive one (1) day's sick leave for every three (3) units assigned per semester or its equivalent, and for every six (6) units assigned during intersession or its equivalent, accumulated indefinitely commencing on the first (1st) day of employment.

5.2.2.1 An ETUM who is scheduled on the Temporary Activity Report submitted by the Department Chair to teach a class may use accrued sick leave if an illness prevents the unit member from meeting the scheduled semester start date.

5.2.3 Temporary not-for-credit (i.e., community education) unit members shall receive one (1) day's sick leave for every fifty-three (53) hours of lecture and/or seventy-nine (79) hours of laboratory instruction per quarter, accumulated indefinitely, commencing on the first (1st) day of employment.

5.2.4 Any unit member, who becomes employed in the District within three (3) year(s) of terminating employment in another school district, shall have transferred to the District sick leave accumulated in any California public school district, as per Education Code Section 87782.

5.2.5 Human Resources shall notify all permanent/probationary unit members, and temporary credit and non-credit unit members with a fall assignment, at the beginning of each academic year of their accumulated number of sick leave days available. Upon written request by the unit member to Human Resources, the District shall provide the unit member's accumulated sick leave information, to include: the previous year's ending sick leave balance (separating regular and overload earned and identifying amount used by date), total regular sick leave hours earned in the current academic year, total used sick leave in the current academic year, and current sick leave balance.

5.2.6 Differential Leave. After all earned leave as set forth in Sections 5.2.1 through 5.2.2 above is exhausted, additional non-accumulated differential leave is available for a period not to exceed, within the fiscal year, five (5) school months.

5.2.6.1 After sick leave is exhausted, the District shall provide differential leave for a unit member's own health condition, including all health conditions associated with pregnancy disability (per 5.13.1), for a period not to exceed five (5) months. A unit member may also elect to use differential leave for parenting responsibilities for a period not to exceed twelve (12) weeks if the employee elects to first use, and exhausts, accumulated sick leave. (See Employee/Family Medical Leave, 5.18.4 (b).)

5.2.6.2 During any period when a unit member is on differential leave, the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum that is actually paid a substitute employed to fill the unit member's position during the absence or, if no substitute is employed, the amount that would have been paid to the substitute had one been employed. The District shall make every reasonable effort to secure the services of a substitute. (See Ed. Code 87780.)

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

5.2.8 A unit member shall report an absence by calling or emailing the immediate supervisor or the supervisor's designee no less than one hour prior to the unit member's first assignment or as soon as possible.

5.2.9 All unit members shall indicate their intention to return to duty the following work day by contacting their immediate supervisor or the supervisor's designee no later than 2:30 P.M. on the workday preceding the unit member's return to duty.

5.2.10 If a unit member fails to give notice within the time limit specified of the unit member's intention to return after illness or accident, and the substitute appears for the day's work as a result of failure to receive such notice, the substitute shall receive a full day's substitute pay, and this amount shall be deducted from the unit member's salary for that month.

5.2.11 In the event a unit member is unable to contact the unit member's immediate supervisor, as required in Sections 5.2.8 and 5.2.9 above, the unit member shall contact the appropriate Dean/Director or VP by phone or email.

5.2.12 The sick leave days shall be converted to hours for recordkeeping purposes. Sick leave will be charged against accumulated sick leave based on a 37.5 hour work-week (per Article 8.1 of CBA) and a 175 day work year. Unit members shall report absence from assigned and/or unassigned duties. Should a unit member be absent for part but not all of a day, the unit member shall report the length of time (rounded to the nearest half hour) and the duties performed to prevent the deductions of sick leave hours for which service to the District was provided.

Unassigned hours shall not be deducted from any unit member's accumulated sick leave account if the unit member has submitted an absence report identifying the duties performed during unassigned hours on partial sick leave days. The absence report form shall be modified to provide a space for documenting this information.

Once an assignment has been reassigned from the unit member to a long-term substitute, the unit member shall report as sick leave on the absence report all unassigned hours associated with that assignment until the unit member reports back to duty.

If a paid short-term substitute is approved and compensated for unassigned duties, the unit member shall report any hours corresponding to the unassigned duties as sick leave on the absence report.

Temporary unit members shall have their sick leave usage prorated based on their percentage of full-time equivalent assignment.

Unit members under doctor's care and not released for duty, shall utilize sick leave in accordance with the established work-week/work-year.

5.2.13 Donation of Sick Leave to Another Unit Member

Unit members may voluntarily donate up to five (5) days of their accumulated sick leave days per year to the UPM Sick Leave Bank for use by other unit members who have catastrophic illness/injury, or are needed to care for a family member suffering from a catastrophic illness/injury. In no instance shall unit members sell and/or exchange their sick leave for monetary or other considerations. If a unit member wishes to donate sick leave days as stipulated above, the unit member must contact the Human Resources Department to verify the number of accrued and available sick leave days and must put in writing to the Human Resources Department the request to transfer days as stipulated above (Forms F 5.2.13 (a)).

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

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

(c) In order to be eligible for receipt of sick leave donation, verification of the existence of a catastrophic illness/injury must be provided to the Human Resources Department in accordance with

section 5.18.9 of the CBA.

5.2.14 Use of Sick Leave for Illness of Family Member

a) A unit member may use up to ten (10) days earned and available sick leave for the care of a family member as defined in Labor Code 233 and 245.5. These days are in addition to those provided for in Article 5.4 Personal Necessity Leave, and Article 5.2.16, Leaves for Matters of Compelling Importance.

b) In the event a unit member is needed to care for a spouse/partner, child or parent with a serious health condition, and the unit member has exhausted the member's annual allotment of leave under 5.2.14.a, the unit member is entitled to use up to twenty-five (25) days of earned and available sick leave in order to care for the spouse/partner, child or parent, so long as the member maintains a minimum of five (5) days in the member's sick leave bank. The use of earned and available sick leave to care for a family member with a serious health condition runs consecutively with Family Care Leave, as provided for in Article 5.18 in cases when the twenty-five (25) days of sick leave are used contiguously. In all other cases when the sick leave days are not used contiguously for the care of a seriously ill family member, then Family Care Leave shall run concurrently.

5.2.14.1 Notification. A unit member who elects to use sick leave for illness of a family member shall submit written notice to the immediate supervisor or designee to document the necessity for leave. In an emergency situation where notification in advance is not possible, the unit member shall notify the supervisor as soon as possible and submit written notification within five work days after return to work.

5.2.15 Use of Sick Leave for Terminal Illness of Spouse/Partner, Child, Parent.

(a) In the event of the diagnosis of a terminal illness of a spouse/partner, child or parent, of a unit member and the unit member has exhausted the personal necessity days allowed in Articles 5.2.14 and 5.4 of the CBA, the unit member is entitled to use up to 100% of earned and available sick leave, in order to care for the spouse/partner, child or parent. This use of earned and available sick leave shall run consecutively with Family Care Leave, as provided for in Article 5.18 for unit members with five (5) years or fewer of service to the District. The use of earned and available sick leave shall run concurrently with Family Care Leave, as provided for in Article 5.18 for unit members with greater than five (5) years of service to the District.

(b) Upon request by the District, the unit member shall submit verification of the terminal illness by a licensed health care provider.

5.2.16 Use of Sick Leave for Matters of Compelling Importance: Pursuant to Education Code 87781.5, a unit member shall, without prior approval, be granted up to a maximum of six (6) days leave of absence in any contract year in cases of compelling importance. Said leaves shall be deducted from the unit member's available personal necessity leave.

5.3 Substitution: Faculty

No unit member absent due to illness, or personal necessity, or other reasons set forth in Article 5, for a period of three (3) days or less shall be charged sick leave, if during the unit member's absence the position is voluntarily filled by other faculty member(s) who meet the provisions set forth in 6.18.2, and are available to directly supervise the students. The use of substitutions under this section shall follow the procedures set forth in 6.18. The Absence Report form must be submitted to the appropriate dean or director by the faculty member who was absent to verify that these conditions have been met.

5.4 Personal Necessity Leave

5.4.1 A unit member shall be entitled to use, during any contract year, not more than six (6) days accumulated sick leave in case of personal necessity. Personal necessity is defined as an urgent situation, which is imposed on a unit member, over which a unit member has no control, and which a unit member cannot reasonably be expected to anticipate or disregard and which requires the unit member's presence during the unit member's normal work day. Examples of personal necessity shall include but not be limited to: religious holidays; doctoral, licensing or other

professional examinations,; adoption hearings,; attending funerals of close friends, colleagues, or relatives; care of spouse/partner, children, parents, or infant child following childbirth; or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

5.4.2 Advance permission shall not be required for leave taken for either of the following two (2) reasons:

- (a) Death or serious illness of a unit member's immediate family or household member.
- (b) Accident/mishap involving the unit member's person or property, or the person or property of a unit member's immediate family or household.

5.4.3 The unit member shall submit a written request to the immediate supervisor or designee to secure advance permission for personal necessity leave except as specified in Sections 5.4.2 (a) and 5.4.2 (b) above; provided, however, that in an emergency situation where a request in advance is not possible, leave shall be approved subsequent to the leave, upon submission of the written request.

5.5 Professional Development Leaves/Leave/Professional Affairs Committee (PAC)

5.5.1 Professional Development Leave shall be granted based on approval of the UPM-District Professional Affairs Committee (PAC). The PAC shall be composed of four (4) members, two (2) appointed by UPM and two (2) appointed by the District (all members shall be voting members.) The criteria in 5.5.4 shall be used by the PAC in the granting of Professional Development Leaves. The PAC shall recommend to UPM and the Superintendent/President all other issues pertinent to the granting of Professional Development Leaves including but not limited to the use and payment of substitute teachers. UPM and the Superintendent/President shall modify, delete and/or add to these criteria. Any criteria not agreed to by UPM and the Superintendent/President shall be submitted to binding arbitration by either party. The criteria finally agreed upon, and only those criteria, shall be utilized by the PAC and management in approving leaves. Professional Development leaves shall be approved by a majority vote of PAC. Applicants for Conference Leaves who are denied said leaves may appeal via the provisions in the Grievance Article of this contract.

5.5.1.1 Each permanent/probationary unit member and each temporary unit member employed for at least 40% FTE or averaging at least 40% for the academic year shall be eligible for four (4) days of Professional Development Leave per fiscal year, per the conditions of 5.5.1.5 and 5.5.3. These days may not be carried over to subsequent fiscal years. No more than fifty (50) percent of the unit members of any department may attend the same conference at the same time without the approval of the appropriate dean or director (Forms F 5.5 (a) & (b).)

5.5.1.2 Definition of Professional Development Leave. An employment-related conference, institute, workshop, short course (discipline or teaching skills-related), or an institute/workshop wherein a unit member delivers a paper or speaks on the unit member's publication sponsored by a recognized professional organization, accredited educational institution, organization or national/international body. "Short course (discipline or teaching skills-related)" is defined as one that is no more than four (4) days in length. This language is not intended to include courses taken by a unit member to obtain an advanced degree, or to further his/her placement on the salary schedule, or College of Marin sponsored courses or workshops. A Continuing Education Unit (CEU) waiver must accompany the unit member's request for a short course (discipline or teaching skills-related).

5.5.1.3 For the purpose of calculating the four (4) days, a day of Professional Development Leave is any Professional Development leave recommended by the PAC where at least one of the following occurs:

- (a) The unit member is granted Professional Development leave money by the PAC.
- (b) The unit member is granted paid substitutes by the PAC.
- (c) The unit member is released from assigned duties whether or not a substitute is required.

5.5.1.4 A day of Professional Development Leave shall be counted even if said day falls on a day outside of the 175-day academic year/work year assigned to all unit members, if for said leave day the unit member receives travel funds through the District.

5.5.1.5 The PAC shall have the discretion to recommend additional Professional Development Leave days on

a case-by-case basis, subject to the limitations of 5.5.3 and the criteria below:

(a) A unit member shall use no more than four (4) days of Article 5.5.3.2 "General Fund" paid substitutes. If the unit member did not use up the four (4) days of substitutes on the original requests, those days will be available for additional requests by that individual in that fiscal year.

(b) If all four (4) days of substitutes have been used, the PAC shall recommend the leave only if the unit member "trades" with another unit member who meets minimum qualifications, under the conditions set forth in 5.5.3.6, and if there is no cost to the District.

(c) Before Professional Development travel funds are allocated to additional requests by a unit member, the PAC shall determine the cumulative total awarded to that individual so far that fiscal year. The cumulative total dollars shall be subtracted from \$ 1,500 and the balance is the maximum amount that the individual can have approved. The additional requests shall be awarded travel funds as set forth in the criteria in Article 5.5.3.3 up to this maximum.

5.5.1.6 Applicants shall submit requests for Professional Development Leave to the PAC on the required form at least fifteen (15) calendar days in advance. Exceptions to the fifteen (15) calendar days advance application will require a written request for waiver to be submitted to the PAC, and said request for waiver is to be received prior to a regular meeting of the PAC.

5.5.1.7 These Professional Development Leaves shall be in addition to the leaves specified in Article 13.15 of this contract, but the PAC shall review these applications to insure compliance with Article 13.15 and all other contract requirements.

5.5.2 Expenses for attendance at Professional Development Leave activities may be fully, partially, or not reimbursed, provided the employee is aware of and agrees to whatever level of financial support is offered by PAC.

5.5.3 Funding for Professional Development and Honorary Leaves.

5.5.3.1 The District shall provide \$35,000 for each fiscal year for approved conference and honorary leave travel costs. Excess funds deposited into the PAC fund shall continue to roll over to the next fiscal year until those funds have been used by unit members.

5.5.3.2

(a) The District shall provide \$5,000 for each fiscal year for substitutes for all approved conference Professional Development and Honorary Leaves.

(b) Effective February 27, 1996 any excess balance of the PAC substitute budget shall be transferred to the PAC travel budget during each fiscal year based on utilization of the substitute budget. It is understood by the District and UPM that the rate for calculating compensation for substitutes for the purposes of this Article is the current stipend rate. The amount transferred to the PAC travel budget will be used to compensate unit members whose travel was approved by PAC, but who were not compensated because the travel budget was depleted. PAC will keep a prioritized list of the unit members and award them the remaining funds in accordance with Article 5.5.3.3 of the CBA. Any funds remaining in either the PAC substitute budget or PAC travel budget, after all approved travel taken during the fiscal year has been reimbursed within the sixty (60) calendar day limit under Article 5.5.3.8, will not be carried forward to the next fiscal year.

5.5.3.3 Travel Award Schedule. The PAC shall award Professional Development Leave money for travel expenditures (including meals) to all approved leaves not to exceed \$1,500 per year per unit member.

(a) All requests are subject to the availability of monies contained in 5.5.3.1 and 5.5.3.2.

(b) No individual shall receive more than \$1,500 cumulative total of Professional Development/travel fund dollars (excluding substitute dollars) during the fiscal year.

5.5.3.4 Eligibility While on a Leave. Unit members shall be eligible for Professional Development Leave while on sabbatical leave, but not while they're on any other type of contractually approved leave.

5.5.3.5 Eligible Workshops/Activities. Workshops or activities per Article 5.5.1.2 do not qualify for Professional Development Leave, if credit from said workshop or activity can be used to advance the member on the salary schedule.

5.5.3.6 Use of Substitutes. Unit members who meet minimum qualifications may substitute or exchange during their unassigned hours to cover an absence of an approved leave. A unit member requesting Professional Development or Honorary Leave shall, along with the leave form, turn in a copy of the form showing assigned hours during the period of leave and the arrangements for covering those obligations (e.g. substitute, trade with named unit members, etc.).

5.5.3.7 District-Directed Travel. The PAC does not award travel funds to unit members requesting leave for District-directed travel. However, the PAC shall review all unit member requests regardless of funding source and forward them to the supervising Director/Dean/Vice President for signature.

5.5.3.8 Request for Reimbursement Timeline. Unit members who have been granted funds for a District Directed or honorary leave shall submit a request for reimbursement on the claim for reimbursement form no later than 60 calendar days after the completion of the conference or honorary leave.

5.5.4 Criteria.

At least one of the following criteria shall be met for the leave to be granted:

- (a) There is significant benefit to the institution from training the unit member in: teaching; counseling; librarianship; educational leadership; accreditation; administration; shared governance; conflict resolution, labor relations, educational equity, and/or workforce diversity and inclusion.
- (b) There is benefit to the unit member by staying current in the unit member's discipline.
- (c) There is enhancement of teaching methodology.
- (d) There is increased expertise in meeting learning needs of a changing student population, i.e. re-entry students, older students, remediation, etc.

5.6 Sabbatical Leave

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

5.6.1.1 Formal Study. Applicants for sabbatical leave under this section shall agree to undertake a program of undergraduate or graduate work or combination thereof. This program must be related to the present or prospective service of the unit member within the District. If the study undertaken is for prospective service to the District, then the leave shall be called a sabbatical/retraining leave.

5.6.1.2 Independent Study. An Independent Study leave is one during which time the unit member pursues a program of study, research and/or experience. This program must be related to the present or prospective service of the unit member.

5.6.1.3 Travel. Sabbatical leave which is for the purpose of travel will normally be approved only if the proposed travel program incorporates a plan of study or research in an area related to the applicant's field of work. Applicants will submit as detailed an itinerary of their program as possible with a statement of the objectives of the plan.

5.6.2 Application. An application for sabbatical leave shall be accompanied by a statement of program which the applicant proposes to follow while on leave including sufficient detail for evaluation and comparison with other applications (Forms F 5.6.2 (a) & (b)). Per article 5.6.8.3 and 5.6.8.4.

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

5.6.4 Extent. Sabbatical leaves shall not normally be granted for less than one (1) semester except for eligible permanent credit unit members who do not have teaching assignments. It is understood that the second half of the sabbatical leave is waived if the applicant requests only (1) semester or less. The second semester of a two (2) semester sabbatical leave may be taken immediately following the first semester or may be taken at a later time on a split basis provided the second semester of leave is completed within three (3) years of the beginning date of the first leave. Extensions beyond the two year limit may be granted by the Sabbatical Leave Committee upon written request. One half (1/2) sabbatical shall count as one half (1/2) of a year sabbatical in computing the total number of sabbatical leaves which may be granted under this policy.

5.6.5 Distribution. The number of sabbatical leaves awarded in any one (1) fiscal year shall be five (5) percent of the total permanently filled FTEF (excluding administrative positions), as of October 15, the number of sabbatical positions awarded to be rounded to the nearest half number). (Definition of a "filled" FTEF position: Non-administrative minimally qualified full time equivalent (1.0 FTE) held by a permanent or probationary unit member, either in service or on leave).

5.6.6 Compensation.

5.6.6.1 A unit member on a granted sabbatical leave for a period of one (1) semester or less shall be paid ninety (90%) percent of the unit member's salary, plus all (*i.e.* 100%) fringe benefits including retirement contributions the unit member would have received if the unit member had remained in active service. A unit member awarded a sabbatical leave of absence for one (1) year shall be paid sixty five percent (65%) of the unit member's salary, plus all (*i.e.* 100%) fringe benefits including retirement contributions if the unit member would have received had the unit member remained in active service. In the computation of the salary, extra pay for summer session, overloads, etc., shall be excluded.

5.6.6.2 A unit member who is awarded sabbatical leave of absence shall receive, when sabbatical leave is computed, such automatic changes in salary rating as would have been received had the unit member remained in active service. A unit member on sabbatical leave shall be paid at the same intervals as the unit member would for a normal pay period.

5.6.7 Criteria. The ranking of sabbatical leave proposals shall be governed by the list of priority determinations, listed in order of precedence (5.6.7.1 - 5.6.7.5), and shall be calculated in accordance with 8527139.1 MA090-021 established Sabbatical Leave Committee practice. The revised "SLIDING SCALE OF VALUES FOR EVALUATING SABBATICAL LEAVE PROPOSALS," (Forms F 5.6.7 (a) & (b)).

5.6.7.1 Value of leave to the District, to the students of the District, and to the individual. Value of leave to the District and students is evaluated in terms of the applicant's proposed contribution to classroom teaching, counseling, librarianship, leadership, curriculum development, teaching methods, or other related activities.

5.6.7.2 Among those candidates in the District eligible for sabbaticals at the time applications are submitted, applicants not previously having been granted sabbaticals shall be given preference over candidates who have previously been granted sabbaticals by the District.

5.6.7.3 Seniority of service since last sabbatical, calculated pursuant to Form 5.6.7(a) & (b), criterion #3.

5.6.7.4 Reasonable distribution in every discipline to the extent required by educational considerations.

5.6.7.5 No sabbatical proposal with a score lower than **ten (10)** points shall be considered "qualified" for award. The Sabbatical Committee shall rank all "qualified" sabbatical proposals, including alternates. In the event that a leave is forfeited, the next alternate shall then be selected. Five (5) additional points shall be added to criteria #1 (Form 5.6.7 (a)) for a total of 25 points to be awarded in five (5) point increments. No proposal scoring below ten (10) points in criteria #1 shall be eligible for approval. However, applicants submitting proposals deemed unqualified shall be given the opportunity to revise and resubmit their proposal to be considered for placement in a ranked order below those proposals initially approved by the committee, provided there are available sabbatical leaves.

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

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

5.6.8.2 Applications for sabbaticals shall be submitted to the Office of the Senior Vice President (and copied to the UPM Secretary) by email by October 15 of the year preceding the fiscal year when the unit member will begin Sabbatical, referred to as the "application year." The application is deemed received at the date and time that it enters the Senior Vice President's email box. The Sabbatical Leave Committee shall submit all qualified sabbatical proposals to the supervising Vice President by December 15 in each year, and each application must be approved or disapproved by the MCCD Governing Board ("Board") no later than the last Board meeting in January. If application(s) is disapproved, the applicant shall be informed in writing within ten (10) working days of the reason(s) for disapproval. The Board shall not review additional sabbatical leave proposals in that contract year. If a unit member decides, for any reason, not to take a sabbatical leave approved by the Board, their leave is forfeited. However, should the unit member apply for a future sabbatical leave, the forfeited leave shall not count in the calculations determining future eligibility. Forfeited leaves shall be awarded to the next highest ranked unit member from the Governing Board's approved list.

5.6.8.3 The supervising Vice President shall review the sabbatical recommendations and forward the same to the Superintendent/President and the Board with such recommendations for changes as the Vice President requires to reconcile the recommendations with the educational and financial requirements of the District.

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

5.6.9 Accident or Illness. If there is a temporary interruption of more than five (5) calendar days in the program of study or research caused by serious accident or illness during a sabbatical leave, evidence and written verification from a physician of the accident or illness shall be sent by the unit member to the Sabbatical Leave Committee. This notice shall be by registered letter mailed within fifteen (15) calendar days of such illness or accident, or as soon as physically possible. If this evidence is found to be satisfactory to the Sabbatical Leave Committee, this temporary interruption shall not prejudice a unit member regarding

fulfillment of the conditions concerning study or research on which such leave was granted. During this period of temporary interruption, the employee shall be returned from sabbatical leave status, placed on regular pay and sick leave status. The employee shall also notify the Sabbatical Leave Committee as outlined in 5.6.11 if accident or illness requires recuperation of an extended nature and creates an unmet Sabbatical Leave commitment.

5.6.10 Return to Service/Final Report. At the expiration of the sabbatical leave, and between the periods of an approved split leave, a unit member shall be reinstated in a position equivalent in classification (instructor, counselor, librarian, school nurse and other non-instructional unit member) to that held by the unit member at the time of the granting of the leave, unless the unit member otherwise agrees in writing prior to the beginning of the unit member's leave. The unit member is obliged to render full time years of service to the District for at least twice the period of the sabbatical within a four (4) year period following the completion of the sabbatical leave. For split leaves, the period served between the periods of leave shall count toward this service commitment. A unit member returning from leave shall file a report with the Sabbatical Leave Committee within one semester of the unit member's return. The nature of the required report shall be determined by the purpose and type of the sabbatical leave, and shall be discussed with the Sabbatical Leave Committee before the leave is taken. For approved split leaves, a status report shall be filed upon completion of the first sabbatical period, and a report shall be filed after completion of the full term of the sabbatical leave. This report shall be retained in the Sabbatical Leave Committee's files. At the unit member's request, the report shall be included in the unit member's personnel file. This report shall also be retained in Senior Vice President/District files and shall serve as a record of professional growth on the part of the unit member and the unit as a whole. (See Form G-7a/b.) Upon request by the President or designee, and at a mutually convenient time, the unit member shall present their sabbatical leave report to the Board of Trustees. When formal college credit has been earned during a sabbatical leave, an official transcript shall be supplied by the unit member to the District.

5.6.11 Inability to Complete Approved Leave. In the event of a unit member's inability to complete a sabbatical leave proposal in a timely manner as approved by the Sabbatical Leave Committee, the unit member shall so inform the supervising Vice President or other designated administrator not later than 20 working days following the unit member's awareness of this problem. Said administrator shall notify the Chair of the Sabbatical Leave Committee who shall convene the committee (or, during the summer, members and/or alternates designated by the respective parties as provided for in 5.6.8.1 of the CBA) for the purpose of considering and/or proposing an alternative to the unit member's unmet sabbatical leave commitment.

5.6.11.1 First preference shall be given to any proposal by the employee that is comparable in appropriateness, time, and product to the original approved sabbatical.

5.6.11.2 In the event the committee determines the new proposal to be inappropriate, it shall explain why and an opportunity for reply and revision shall be given to the unit member.

5.6.11.3 In the event the committee determines that the new proposal does not meet the criteria of time (i.e., length of courses taken, length of travel commitment, etc.) or product (i.e., publications, degree received, etc.) it shall pro-rate the repayment (as provided for in 24.7.1 of the CBA) in a manner corresponding to a timesalary ratio (e.g., The percentage of leave that the unit member failed to complete multiplied by the pro-rated salary received by the unit member).

5.6.11.4 In computing the repayment and schedule, the Committee shall allow the unit member to use any available sick, personal necessity or industrial accident leave as compensation to the District in accordance with Articles 5.2, 5.4 and 5.11, as applicable.

5.6.11.5 Failure by the employee to comply with the amended provisions established by the Sabbatical Leave Committee shall result in those sanctions provided for in 24.7.1.

5.6.12 A unit member who is approved for a two semester sabbatical leave which is disrupted due to the accident/illness of the unit member (under conditions provided for in Article 5.6.9) shall have the option of reducing his/her sabbatical to a one semester leave to be compensated under the provision of Article 5.6.6.1 or to extend the period between his/her first and second semester (as provided for in Article 5.6.4 and Appendix G-8a).

5.7 Legislative Leave

5.7.1 Every permanent unit member who is elected to the Legislature, either State or Federal, shall be granted a leave of absence without pay for the duration of the term of the office.

5.7.2 Within six (6) months after the term of office expires, the unit member shall be entitled to return to the position held at the time of election, at the salary to which he/she would be entitled had the unit member not been absent from the service of the District to serve in the Legislature.

5.7.3 A unit member employed to take the place of another unit member elected to the Legislature shall not have any right to such position following the return of the unit member on Legislative leave to the District.

5.7.4 Subject to approval of the carriers, a unit member elected to the Legislature may continue his/her health and welfare benefits at his/her own expense.

5.8 Unpaid Leaves

5.8.1 Unpaid Leaves may be granted by the District. Approval is subject to the limits on unpaid leaves established in the Education Code and the criteria established between UPM and the District in the Labor Management Committee. Any criteria not agreed to by UPM and the District shall be subject to an immediate reopener. The criteria mutually agreed upon, and only those criteria, shall be utilized by the District in approving Unpaid Leaves. Requests for unpaid leave shall not be unreasonably denied. If a member's request for unpaid leave is denied, a written statement of reasons shall be provided on request of the member. Applicants for Unpaid Leaves who are denied said leaves may appeal via the provisions in the Grievance Article of this contract. (See Form F 5.8.)

5.8.3 Long-Term.

5.8.3.1 Requests for long-term leave shall be made at least ninety (90) days in advance of the desired start date. Special consideration may be given in emergencies. Long-term leaves shall start at the beginning of the semester.

5.8.3.2 The period of the leave may be one (1) semester or one (1) school year. Application may be made for a renewal, with the reasons(s) for the renewal being specified.

5.8.3.3 Fringe benefit coverage may be continued at the unit member's expense, if permitted by insurance carriers and requested in writing by the unit member.

5.8.3.4 Reasons for denial will be specified in writing upon request of the unit member whose leave has been denied.

5.8.3.5 A unit member on leave of absence shall signify in writing by March 15th if the leave was in the Spring semester, or by November 15th if the leave was in the Fall semester, the unit member's intent to return to duty the following semester or shall at that time request an extension of leave.

5.9 Bereavement Leave

Every unit member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if: a) out of state travel is required or b) one-way travel in excess of 300 miles is required, on account of the death of any immediate family member. No deduction shall be made from the salary of such unit member, nor shall such leave be deducted from leave granted by other sections of the Agreement. Members of the immediate family are mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/partner of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any person living in the immediate household of the unit member.

5.10 Uniformed Services Employment and Reemployment Rights Act (USERRA)

Unit members shall be granted any military leave to which they are entitled under law. Unit members shall be required to request military leaves in writing, and, upon request, to supply the District with "Orders" and status reports. The District is committed to protecting the job rights of employees in the uniformed services. A military leave of absence will be granted to unit members who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Eligible employees may take up to five cumulative years of leave under this policy. Advance notice of military service and a copy of service orders are required. Unless military necessity prevents such notice or it is otherwise impossible or unreasonable, notice must be provided within 30 days of active service. Military leave will be unpaid. However, employees may elect to use accrued paid time off for the absence. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment. Health insurance coverage will continue until the end of the month following the month in which the employee last worked. The employee will be required to pay his or her normal employee share of the premium during this time. After this period, the employee has the right under COBRA to elect continuing group health insurance, at the employee's expense, for up to 24 months following separation from employment. An employee who takes leave under this policy will be eligible for reemployment,

provided that the employee was honorably discharged from military service and provides discharge documentation. Summary of terms for successor CBA between MCCD and UPM. A returning employee must seek timely reinstatement depending upon the length of the military service, as follows, or defined by applicable state law:

Length of Service	Time Limit for Seeking Reinstatement
Less than 31 days	By the start of the first work day that begins at least eight hours after the completion of service
31 to 179 days	No later than 14 days following the completion of service
180 days or more	No later than 90 days following the completion of service

An employee who is hospitalized for an injury or illness incurred or aggravated during military service will have up to two years following the completion of service to submit an application for reemployment to Human Resources. Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA.

Length of Service	Reemployment Position(s)
90 or fewer days	Position that the employee would have held if employment had not been interrupted by military service; or Employee's previous position.
More than 90 days	Position that the employee would have held if employment had not been interrupted by military service; or A position of like seniority, status and pay for which the employee is qualified, with or without reasonable efforts by the District to help the employee become qualified.

5.11 Industrial Accident Leave

All unit members who are eligible for Workers' Compensation benefits shall be provided with industrial accident and illness leave according to the following provisions:

5.11.1 The accident or illness shall have arisen out of and in the course of the employment of the unit member and shall be accepted by the State Compensation Insurance Fund as a bona fide injury or illness.

5.11.2 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability but shall not exceed sixty (60) days during which the College is in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year.

5.11.3 Allowable leave shall not be accumulated from year to year.

5.11.4 The leave under these rules and regulations shall commence on the first day of absence.

5.11.5 Maximum salary during any one (1) period shall not exceed the normal salary rate.

5.11.6 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

5.11.7 During any paid industrial accident leave of absence, the unit member shall endorse to the District the

temporary disability indemnity checks received on account of said member's industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement (on said member's full salary) and other authorized contributions.

5.11.8 Temporary disability payment on account of the industrial accident or illness shall be endorsed back to the District during any paid leave of absence.

5.11.9 Upon termination of the industrial accident or illness leave the unit member shall be entitled to the benefits provided for sick leave and the unit member's absence for such purpose will be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity he/she may elect to draw on accumulated sick leave to provide (with temporary disability indemnity payments) total income not to exceed normal full salary.

5.12 Jury Duty

A unit member absent from work to fulfill jury obligations shall be paid the difference between regular salary and jury fees for each day absent. A unit member who receives a jury duty summons shall notify the unit member's immediate supervisor and shall submit to Human Resources a copy of the summons attached to the leave of absence report. Payment shall be made to the District in the amount of statutory fees which the unit member has received for attendance as a juror, excluding the statutory mileage fee.

5.13 Pregnancy/Disability

5.13.1 Definition. Pregnancy Disability Leave (PDL) shall be defined as a period during which the unit member is unable to perform job-related duties because of pregnancy, pregnancy-related disability, childbirth, and/or the recovery therefrom. Except for the provisions set forth in 5.13, any period of actual disability connected with conditions of pregnancy shall be treated as any other disability (see 5.14), and any accrued sick leave or other salary continuance benefits shall be available to the unit member.

5.13.2 Additional Leave of Absence Associated with PDL. Any period beyond, or in addition to, a period of PDL, as defined in 5.13.1, during which the unit member requests to remain away from the job, shall be treated as a request for an unpaid leave of absence.

5.13.3 In the case that a unit member goes on pregnancy disability leave as per Article 5.13, any existing leave of absence may, at the unit member's discretion, be put on hold until the period of absence associated with PDL has been completed.

5.14 Disability Leave

5.14.1 A disability leave shall apply to all forms of disability, included disability related to pregnancy and child birth, when a unit member qualifies for disability insurance at the termination of accrued sick leave.

5.14.2 Verification of Health Care Provider. The period of disability as defined above shall be determined by the unit member in consultation with the unit member's health advisor. Upon request by the District, the unit member shall submit verification of the disability by a licensed health care provider.

5.14.2 When a unit member is granted a disability leave, the District shall be responsible for continuing the District's proportion of medical, dental, vision, life insurance premiums, and any other fringe benefit the unit member has been receiving, for a period not to exceed ten (10) months.

5.14.2.1 The ten (10) month period shall begin anew when the disability leave is for the same disability as the previous leave, but separated by a period of nine (9) months; or for an unrelated disability; or, in the case of pregnancy disability, for a new pregnancy.

5.14.3 A unit member on a disability leave shall be responsible for the unit member's portion of said fringe benefits payment which shall be due on a monthly basis, in advance.

5.15 Honorary Leave

Honorary Leaves shall be recommended by the UPM-District Professional Affairs Committee (PAC) as defined in 5.5.1. The PAC shall review all honorary leave requests on a case by case basis and shall recommend to UPM and the Superintendent/President all other issues pertinent to the granting of these leaves. UPM and the Superintendent/President may determine criteria and, if so determined, these shall be the criteria used by the PAC for the granting of Honorary Leaves. Any criteria not agreed to by UPM and the Superintendent/President shall be submitted to binding arbitration by either party. The criteria finally agreed upon, and only those criteria, shall be utilized by the PAC and management in recommending and approving Honorary Leaves. Honorary Leaves shall be, by majority vote, recommended by the PAC to the supervising Vice President. In case of a split decision, the issue shall be decided by the supervising Vice President. The supervising Vice President shall follow the provisions of 5.5.3. Applicants for Honorary Leaves who are denied said leaves may appeal via the provisions in the Grievance Article of this contract (Forms F 5.5 (a) & (b)).

5.15.1 Each permanent/probationary unit member and temporary unit member teaching at least six units a semester or twelve units a year is eligible to apply for paid honorary leave. An honorary leave is one which is requested by a unit member who has been formally honored and invited by a recognized group, organization, or national or international body. The PAC must receive applications for honorary leaves at least fifteen (15) working days in advance. Such application shall include a copy of the invitation and other relevant information. In order to receive expense reimbursement, applicable receipts must be submitted. The funding limitation set forth in Section 5.5.3.1 and 5.5.3.2 shall apply.

5.15.2 If the unit member is to be fully compensated by the group/organization for services rendered, then he/she shall receive no compensation from the District. If the unit member receives less than his/her normal salary and fringe benefits, the District shall pay the difference as stipulated in 5.15.2. The funding limitation of Section 5.5.3.1 and 5.5.3.2 shall apply.

5.15.3 Criteria. Request Limits: A unit member cannot receive more than two (2) honorary leaves within a seven (7) year period for the same honor bestowed by the same group, organization or national/international body.

(a) Time Limits: A maximum of eight (8) calendar days per fiscal year.

(b) Substitute Limits: A maximum of eight (8) calendar days per fiscal year.

(c) Travel Compensation Limits: A maximum of \$400.00 per fiscal year.

5.16 Assault Leave

Request for leave due to an assault upon a unit member that arises out of and in the course of the employment of the unit member shall be governed by Article V, Section 5.11, Industrial Accident Leave.

5.17 Unit Banking Program

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

5.17.2 Sabbatical Leave: In the case of sabbatical leaves, compensation may be increased to 100% of the current salary (e.g., in one semester leaves, 1.5 units must be banked; in one year leaves, 10.5 units must be banked) if the banked units increase the partially funded sabbatical to 100%. Otherwise, compensation is prorated against the banked units applied to the partially funded sabbatical. All fringe benefits, including retirement contributions the unit member would have received had he/she remained in active service, continue.

5.17.3 Reduced Loads: In the case of a reduced load, a unit member must carry at least 9 units, or a 60% load, to be eligible to apply banked units, or the hour equivalent for non-instructional members, toward a reduced load. The unit member may apply 6 units to the reduced load for a fully paid load for that semester, or may apply less than 6 units to the reduced load for a partially funded reduced load/unpaid leave for that semester. Compensation and retirement contributions will be prorated against the number of banked units, or the hour equivalent for non-instructional members, applied. All fringe benefits, including Life Insurance and Income Protection continue.

5.17.3.1 Librarians, the School Nurse and other non-instructional unit members who are applying banked units towards a reduced load shall follow the provisions set forth in 8.14 of the CBA. Provisions contained in this article shall neither limit nor detract from any section of 8.6 of the CBA.

5.17.4 Unpaid and partial-paid Leave. A unit member who is on an approved leave of absence that is unpaid or partially paid (such as difference-pay leave or workers compensation leave) may apply up to 15 banked units to achieve 100% of the unit member's current salary. All fringe benefits including retirement contributions the unit member would have received had the unit member remained in active service continue, based on approval of the carrier. Life Insurance and Income Protection are not provided because the unit member is not actively at work, as required under these benefits. Notice of the unit member's intent to exercise the unit member's right to an unpaid leave compensated by banked units shall be submitted to the PAC at least forty-five (45) calendar days prior to the semester the leave is taken.

5.17.5 Procedure for Banking Units.

(a) Application:

1. Semester Banking - Applications for banking units shall be submitted to the Union/District Workload Committee (UDWC) via the Department Chair and Dean/Director by completing the Request for Reassigned Time, Stipend, or Overload Form F 8.3 during the scheduling process for the following semester (i.e. September for the following Spring semester load; January for the following Fall semester load).

2. Intersession/Summer Session Banking - Applications for banking intersession/summer session units shall be submitted to the Union/District Workload Committee (UDWC) via the Department Chair and Dean/Director by completing the Request for Reassigned Time, Stipend, or Overload Form F 8.3 before April 1 of any year.

(b) Designation:

1. Once the request for banked units is approved by UDWC, no change may be made (i.e. a unit member may not decide to be paid for approved banked units, unless the situation is beyond the unit member's control - termination or critical emergency). Conversely, once the unit member has been scheduled for pay for overload/intersession or summer session, he/she does not have the option to bank these units.

(c) Access to Banked Units: When a unit member signs the Constructive Receipts Waiver for Banked Units, access to funds credited to the unit member's account are restricted to applying them toward sabbaticals, reduced loads, and leaves.

(d) Leave Not Taken: In the event the leave is not taken, unit members who do not sign the Constructive Receipts Waiver for Banked Units may recover original monetary value upon written request to Payroll, in any contract year following the year the units were earned. Requests for cash-out will only be granted in cases beyond the employee's control, e.g., termination, critical emergencies, or paying out of nominal residual balances, as provided for by IRS Code 1.451-2 (a).

(e) Tax Implications: Internal Revenue Service regulation 1.451-2 (a) applies the doctrine of constructive receipt to compensation income earned from unit banking. Income is constructively received for the year it's credited to the taxpayer's account, set part for him/her, or otherwise made available so he/she can draw upon it at any time.

In order to avoid reporting compensation as taxable income on the current salary “banked”, the unit member must sign the Constructive Receipts Waiver for Banked Units, Form F 5.17.

(f) Impact on Retirement: The increased compensation due to the addition of banked units to either a partially funded sabbatical leave, reduced leave or unpaid leave to make it a fully funded leave, is subject to STRS contributions with resulting service credit.

5.17.6 By October one (1) of each academic year, Human Resources shall give written notification to all unit members who have banked units:

(a) The total number of units in their account.

(b) The semester(s) and/or intersession(s) during which the units were earned and/or expended.

(c) The total dollar value of the units (computed as provided above).

5.18 Employee/Family Care Leave

Employee/Family Care Leave provides unpaid leave to qualified unit members under the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2), and differential pay for unit members who qualify for parenting leave. (See Education Code section 87780.1.) This section shall be applied and interpreted in accordance with the state and federal law and regulations and related provisions of the Collective Bargaining Agreement (“CBA”).

5.18.1 Eligibility. A unit member who has worked in the District for two (2) semesters or twelve (12) months in the past seven (7) years, and averaged a minimum of nine (9) units or its equivalent per semester during the previous twelve (12) months is eligible for the leaves described below.

5.18.2 Purposes for Which Leave May be Taken.

(a) Parenting Leave, which is defined as the birth, or the placement of a child with a member in connection with the adoption or foster care of the child by the member (within one year of event),

(b) Care of a family member with a serious health condition:

1. Family member includes spouse (husband or wife), domestic partner, parent, (including person who stood in loco parentis to the employee), child (including foster, step and adult children and legal wards).

2. Serious Health Condition is defined as any illness, injury, impairment or physical or mental condition that requires either inpatient care in a hospital, hospice, or residential care facility, or continuing treatment by or under the supervision of a health care provider.

(c) Unit member's own serious health condition (except that CFRA excludes pregnancy disability which is covered under Government Code Section 12945 (b) (2) and Article 5.13 of the CBA.

(d) Care of a spouse, domestic partner, son, daughter, parent, or next of kin who is a currently covered service member of the Armed Forces, and who has a serious injury or illness incurred in the line of duty on active duty for which he or she undergoing medical treatment, recuperation, or therapy.

(e) Qualifying exigency where the employee’s spouse, son, daughter, or parent (the “military member”) is on (or has been notified of an impending call to) covered active duty in the Armed Forces. This Agreement uses the terms “qualifying exigency” and “covered activity duty” as defined in the FMLA.

1. For leave due to a qualifying exigency, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

2. Certification: Upon a request for exigency leave, the District shall require certification of the family member's military status, and the nature of the exigency, to the extent authorized by law.

5.18.3 Duration of Leave.

(a) Leave may be taken for up to a total of twelve (12) work weeks in a twelve (12) month period, except in the case of care for a member of the Armed Services injured in the line of active duty as set forth in Article 15.18.2(d), in which case the unit member is entitled to up to twenty six (26) work weeks of leave in a twelve (12) month period.

(b) Intermittent leave in the form of reduced work day or work weeks may be taken for treatment of a single illness or injury (i.e. for chemotherapy, radiation, kidney dialysis or other treatments of a similar nature).

(c) Intermittent leaves as defined in 5.18.3 (c) above shall be scheduled, to the extent possible, to minimize disruption to the District. A unit member who requests leave on an intermittent or a reduced leave schedule may be required to transfer temporality to an assignment that better accommodates recurring periods of absence than the unit member's regular assignment.

5.18.4 Provisions for Commencement of Leave.

(a) Parenting leave, as defined in 5.18.2 (a), must commence within one year of the birth, adoption or foster care event. Leave need not all be taken at one time. Unit members who qualify for parenting leave and who have exhausted their sick leave may elect to receive differential pay for the remainder of their twelve (12) weeks of parenting leave. The right to up to twelve (12) weeks of differential pay for parenting leave shall apply to any member who meets the twelve (12) months or two (2) semesters of service requirement referred to in 5.18.1; the nine (9) units average per semester over a twelve (12) month period shall not apply to parenting leave applicants.

(b) For care of a family member as defined in 5.18.2 (b), the unit member may elect to first use up to twenty-five (25) days of earned and available sick leave per the provisions in Article 5.2.14. A unit member may use up to 100% of earned and available sick leave for the care of a terminally ill family member before commencing Employee/Family Care Leave, per the provisions set forth in 5.2.15.

(c) If the situation is the unit member's own serious health condition as defined in 5.18.2 (c), the unit member shall be required to first use sick leave and then five (5) months of differential leave. See 5.2.6, Differential Leave. After the period of differential leave has been exhausted, the unit member may begin using Employee/Family Care Leave.

5.18.5 Employee Notice.

(a) If the need for leave is foreseeable, the unit member shall provide the District with reasonable (at least 30 days) written notice.

(b) If the need for the leave is unforeseeable, notice must be given as soon as practicable.

(c) The District may deny the leave for failure to provide notice if:

(1) The unit member had no reasonable excuse for failure to give notice;

(2) The unit member actually knew of the notice requirements; and

(3) The need for leave was clearly foreseeable.

5.18.6 Continuation of Benefits.

(a) The District shall continue to pay the unit member's health benefits, which include but are not limited

to medical, dental, vision, and all other fringe benefits, to the same extent the District would have paid for such benefits if the unit member would have continued working.

(b) If the unit member does not return at the end of the leave, the District may collect from the unit member the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the unit member.

(c) [DELETED]

(d) The District and the unit member cannot continue to pay the retirement contributions because the unit member must be in paid status for these contributions to continue. However, a unit member with STRS retirement may elect to purchase the additional service credit for an approved family care leave, prior to retirement, and in doing so will pay all contributions with respect to that service at the contribution rate for additional service credit in effect at the time of the election.

(e) The District and the unit member cannot continue to pay for life insurance or income protection because the unit member must be in paid status to make this payment.

5.18.7 Status While on Leave. Leave does not constitute a break in service for purposes of seniority or longevity.

5.18.8 Married or Non-married Domestic Partner Employees. If both spouses/domestic partners are employed by the District, the leave for both employees is limited to twelve (12) weeks each for the care of a newly arrived child (birth, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee) or a sick parent. For other purposes, such employee is entitled to twelve (12) weeks of leave.

5.18.9 Medical Certification of Serious Health Condition.

(a) The unit member shall provide to the District medical certification of the serious health condition of a child, spouse/domestic partner or parent and a statement that the serious health condition requires the participation of a family member to provide care.

(b) The unit member shall provide to the District medical certification of the unit member's own serious health condition and the inability to perform the functions of the unit member's position.

(c) Medical certification may be provided by a physician, osteopath or other health care provider designated by the Secretary of Labor.

(d) The District may, at its expense, require additional medical evaluation and certification of the unit member's own serious health condition (but not of the unit member's spouse/domestic partner, parent or child).

(e) The District shall require fitness for return to duty certification following leave for the unit member's own serious health condition.

5.18.10 Right to Reinstatement. A unit member is entitled to reinstatement to the same or a comparable position, if the position exists at the time of the unit member's return.

5.18.11 Procedure for Applying. Complete the Request for Employee/Family Care Leave and Medical Certification Form and submit to Human Resources (Form F5.18).

5.19 Leave Provisions – Unit Members Assigned to the Children’s Center

All provisions of Article 5 apply to unit members assigned to the Children’s Center except Articles 5.6, 5.15 and 5.17.

- 5.1 Reporting Absences/Definition of “Day”
- 5.2 Sick Leave
- 5.3 Substitution Faculty
- 5.4 Personal Necessity Leave
- 5.5 Professional Development Leaves/ Professional Affairs Committee (PAC)
- 5.7 Legislative Leave
- 5.8 Unpaid Leave
- 5.9 Bereavement leave
- 5.10 Military Leave
- 5.11 Industrial Accident Leave
- 5.12 Jury Duty
- 5.13 Disability Leave Associated with Pregnancy and/or Childbirth
- 5.14 Disability Leave
- 5.16 Assault Leave
- 5.18 Employee/Family Care Leave

ARTICLE 6: TRANSFERS AND ASSIGNMENTS

6.1 Voluntary Temporary Transfer

A permanent unit member may voluntarily be reassigned from one discipline or department to another, or the unit member may divide assignments and/or duties between disciplines or departments, provided the procedures stated below are followed.

6.1.1 Units Available for Temporary Assignment. For the purposes of this Article, a unit available for temporary assignment, referred to in this Article as “temporary units” shall be determined to exist when scheduled classes/assignments have been created for which there are no permanent/probationary unit members available to fill the assignment at the time of their initial scheduling.

6.1.2 Announcement and Application Procedures.

6.1.2.1 Announcement of Temporary Units. All temporary units for the upcoming semester shall be posted using the faculty portal and the UPM website, under a heading link of “Temporary Assignment Opportunities.” The announcement of temporary units shall be posted for a period of no less than three (3) weeks.

6.1.2.2 Application Procedure Within Three (3) Weeks of Posting Position. For priority consideration, the unit member must submit a completed Voluntary Temporary Assignment Agreement (Form F 6.1) to the Professional Affairs Committee (PAC) within the three (3) week open period. The PAC shall review the temporary assignment requests solely on the basis of the criteria listed in Section 6.1.3. The PAC shall forward its recommendation to the Senior Vice President, who shall make the final decision solely on the basis of the criteria in Section 6.1.3.

6.1.2.3 Application Procedure Not Within Three (3) Weeks of Posting Position. If the temporary assignment request is not initiated by the unit member within the three (3) week period of posting of potential units available, the unit member may request a voluntary temporary assignment from the Senior Vice President, but said temporary assignment shall occur at management discretion.

6.1.3 Criteria for Evaluation of Voluntary Temporary Assignment Request.

6.1.3.1 Minimum Qualifications. A unit member must have achieved permanent status and possess the minimum educational qualifications to teach or provide service in that discipline or department, as identified by the Chancellor’s Office of California Community Colleges.

6.1.3.2 Program Considerations. In order for a voluntary temporary assignment request to be approved, the home department chair shall determine if there is a replacement for the assignee who, at the time of the request:

1. is a permanent/probationary unit member, an ETUM, or a temporary hiring pool member; and
2. is willing and available; and
3. meets the minimum educational qualifications to teach or provide service in that discipline or department.

6.1.3.3 Seniority. If all the factors noted above are equal, the permanent unit member with the most seniority at COM shall have preference except as provided for in 6.3.3. Seniority is determined by the start date of the unit member’s first permanent/probationary contract assignment at College of Marin.

6.1.3.4 Evaluation During Voluntary Assignment. During any semester in which a unit member is

scheduled for an on-cycle evaluation (see 7.3 of the CBA) and is otherwise eligible for a voluntary transfer, the unit member shall be assigned at least one class (or the non-instructional equivalent) in the unit member's home department, and shall attend department meetings of the member's home department and otherwise engage in professional activities related to the member's home department that are subject to evaluation.

6.2 Voluntary Permanent Transfer

Voluntary permanent transfers shall be provided on the basis of open competition for the available position.

6.3 Involuntary (Temporary or Permanent) Transfer (Form F 6.3)

6.3.1 Reason for Involuntary Transfer. A credit unit member may be involuntarily transferred from one (1) discipline or department to another, or required to divide the unit member's assignments and/or duties between disciplines or departments, provided that such involuntary transfer shall only occur under one or more of the following circumstances:

- a) It is demonstrated by the District that there is a significant reduction in the need for the services provided by counselors, librarians, instructors, and/or other members of the bargaining unit, or
- b) It is demonstrated by the District that there is a valid educational need for the transfer. A written reason for the transfer shall be provided.

6.3.2 Notice Period. The unit member to be transferred shall be given notice at least twenty (20) calendar days prior to the beginning of the semester except in unusual circumstances due to resignation, death, illness, accident, emergency leave, or physical catastrophe. If the involuntary transfer shall result in a new preparation (see Section 6.4.2.e), the unit member shall be notified at least seventy five (75) calendar days prior to the beginning of the semester. The seventy five (75) day notice shall state the involved course(s)/assignment(s) being dropped and added, and the days, hours, and locations now required by the involuntary transfer.

6.3.3 Vacancy Consideration. A unit member involuntarily transferred shall be offered any equivalent vacancies declared in the discipline or department from which the unit member was transferred.

6.3.4 Reduced Load/Banked Units Regarding Involuntary Transfer. A unit member may opt for a reduced load and/or use banked units as an alternative to an involuntary transfer.

6.4 Assignments (Form F 6.4)

6.4.1 Right of Assignment. Selection of all assignments shall be at the discretion of the District and subject to the limitations of the CBA.

6.4.2 Assignments Requiring Consent of Unit Member. A unit member may not be scheduled for the following assignments without the unit member's written consent:

- a) A full assignment of three (3) days and three (3) evenings per week, four (4) days and two (2) evenings per week, five (5) days and one (1) evening per week, or six (6) days with or without evenings.
- b) Assignments of more than three (3) consecutive lecture hours or four (4) consecutive laboratory or combined lecture-and-laboratory hours.
- c) A split assignment between work sites on the same day without mileage paid at the then-current approved Internal Revenue Service rate.
- d) A day assignment following an evening assignment by less than twelve (12) hours.
- e) More than three (3) new preparations in any one (1) academic year and more than two (2) in any one (1) semester. A new preparation is a course of two (2) units or more which the unit member has not taught within the previous three (3) years.
- f) Prisons or jails.
- g) More than:
 - 1) one assignment per semester that ends after 6:00 p.m., or
 - 2) the combined 5-year average of assignments that end after 6:00 p.m., assigned to permanent and probationary unit members in that department, whichever is greater. The department 5-year average will be mutually determined by the applicable department chair and division dean. Disputes will be resolved by the Senior Vice President.
- h) Contract non-FTES (fee-based) classes.
- i) An assignment involving an extended work year as defined in article 8.21.
- j) To K-12 sites as described in 6.13.
- k) More than eight (8) consecutive on-site duty hours if the unit member has a non-instructional assignment.
- l) Saturday assignments.
- m) Other off-campus locations.

6.5 District Directed Assignments (Form F 6.5)

6.5.1 DELETED

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

6.5.3 Reduced Load/Banked Units Due to Class Cancellation. A unit member may opt for a reduced load and/or use banked units as an alternative to being assigned instructionally related or student service activities referred to in 6.5.2 of the CBA.

6.6 Opportunity for "Contract" Classes

As part of the permanent/probationary unit member's regular load, a unit member shall have the opportunity to apply pursuant to Section 6.1 to teach "contract" classes offered in the community education program subject to the approval of the outside company or the entity contracting for the class.

6.7 Relocation of Unit Members

Notwithstanding the negotiability position of either party on the subject of office reassignments, the District shall use the following guidelines for office assignments except for reassignment into transitional space during the District's Measure "B" funded modernization process. Included in such minimum requirements for office allocation shall be the following:

- a) Each permanent/probationary unit member shall be assigned to an office which shall be heated, ventilated, safe, and secure. No member may relocate without written management authorization.
- b) The District shall provide comparable and necessary office furniture.
- c) Office reassignments shall not result in a change in the level of support services.
- d) A unit member's pre-existing access to college facilities and equipment shall not be changed.
- e) Placement in individual or group offices shall replicate the permanent/probationary unit member's prior office arrangements with respect to individual or group office arrangement, or be acceptable as a new arrangement.
- f) Future capital-building allocations shall give high priority (immediately behind safety, structural integrity of ADA maximizing reconfiguration of existing space) to the creation and assignment of comparable office spaces for unit members not otherwise placed in acceptable offices (e.g., comparable offices).
- g) The District shall provide space to maintain faculty and student confidentiality.
- h) The District shall provide the same level of technology hardware, software, and support with respect to relocation of office assignments.

6.8 Assignment of Temporary Credit Units and Noncredit Units

6.8.1 Temporary Credit and Noncredit Units. Credit and noncredit units or their equivalent which have been allotted by the District but not accepted by eligible permanent/probationary unit members shall, whenever possible, be assigned to the following:

- a. eligible temporary unit members, or ETUMs (see 6.8.2.1 of the CBA), or
- b. qualified temporary hiring pool members (see 6.8.1.3 of the CBA)

6.8.1.1 Contracts for Temporary Unit Members. Contracts shall be offered to an eligible temporary unit member (ETUM), a qualified temporary hiring pool member, or if not available, an external hire pursuant to Article 6.8.6, on a semester-by-semester basis contingent on the availability of temporary units and subject to

the provisions of this article.

6.8.1.2 Placement of Temporary Unit Members on the Faculty Salary Schedule. See Section 3.8.1.1 of the CBA.

6.8.1.3 Temporary Hiring Pool. For each discipline which has an identified need to offer faculty assignments to temporary unit members, a hiring committee shall be convened to screen, identify, and select qualified applicants for advancement to a discipline's hiring pool. All hiring committee members must have participated in training, as required by Title 5 of the California Code of Regulations, Section 53003. Candidates who have been selected for entry into the hiring pool shall be referred to as qualified temporary hiring pool members. Once an applicant has been selected and advanced to a given hiring pool, the qualified temporary hiring pool member shall not be rescreened when subsequent hiring committees are convened to select additional applicants to the same hiring pool.

6.8.2 Eligible Temporary Unit Member (ETUM).

6.8.2.1 Definition of ETUM. Eligible Temporary (Credit and Noncredit) Unit Member is hereafter referred to as ETUM. ETUM denotes any qualified temporary hiring pool unit member who has attained eligibility pursuant to Section 6.8.2.2.

6.8.2.2 Eligibility For ETUM Status. Any qualified temporary pool member must meet each of the following criteria in order to achieve ETUM status within a given discipline or department:

6.8.2.3 Length and Continuity of Service. The unit member must provide said service for three (3) complete semesters within a five (5) semester period.

6.8.2.4 Evaluation and Satisfactory Performance. The unit member shall be evaluated as provided in Article 7 of the CBA during the first and third semesters of employment. Any member of the evaluation team, including the unit member being evaluated, may request that the unit member also be evaluated during the second semester assignment. The third semester evaluation shall be comprehensive in nature, taking into consideration the unit member's performance and evaluations over the full three-semester eligibility period. If the unit member provides the required three (3) semesters of service and the comprehensive third-semester evaluation, including the recommendation of the evaluating supervisor, is satisfactory, the unit member shall achieve ETUM status. A qualified temporary hiring pool member shall not receive ETUM status if the first or final evaluation is unsatisfactory, in which case the unit member may, at the discretion of the District, be placed back in the hiring pool and considered for future assignments. Failure by the District to complete third semester evaluation prior to the commencement of the subsequent semester shall not impede said member's progress toward achieving ETUM status. When a temporary pool member's first or third semester evaluation is not conducted because the unit member's level of absence was so significant that it precluded evaluation, the evaluation shall be conducted in the next semester that the member works, and the timeline toward ETUM adjusted accordingly.

6.8.2.5 Discipline During Evaluation Period of ETUM. Any semester in which a unit member has been subject to discipline that has been sustained through the applicable discipline process established in Article 24, may not be counted toward achieving ETUM status. Any evaluation that takes place during a semester that is not counted toward ETUM per this section shall not constitute one of the evaluations required to achieve ETUM under Article 6.8.2.4.

6.8.3 Ranking of ETUMs. Ranking of ETUMs for purposes of unit assignments shall be determined by seniority based on first date of hire as an ETUM within that discipline. If there is a tie, rank shall be determined by a one-time lottery. Members included in a lottery shall be provided with notice at the time of the lottery of their right to request the reorder of the ranking by one placement every three years, with the last placement within the lottery rankings becoming the first. There shall be no obligation on the part of the District to implement a re-ranking of positions determined by lottery unless/until a member makes a written request as provided for in this section.

6.8.4 Notification. Each semester, the District shall provide the ETUM with a written notice of the assignments being offered to the unit member for the upcoming semester, as well as the deadline by which the

ETUM must indicate whether the ETUM is accepting the assignments being offered. The deadline to respond shall be no less than fourteen (14) calendar days from the date of issuance. It shall be the responsibility of each ETUM to respond in writing to the notice of available assignments by the deadline provided.

6.8.4.1 Unit Allocation. For the purposes of allocating units to temporary unit members and in compliance with California Education Code 87482.3, the ETUM category shall be divided into two (2) subcategories, Junior ETUM and Senior ETUM. The definitions of these subcategories are as follows:

a) **Junior ETUM.** Any temporary unit member who meets the criteria specified in 6.8.2 of the CBA shall be considered a Junior ETUM.

b) **Senior ETUM.** Any temporary unit member who meets all of the following criteria shall be considered a Senior ETUM upon verification by HR of the information submitted:

1. Completion of twelve (12) semester assignments as a Junior ETUM (which, if applicable, shall include semesters assigned but not yet completed);

2. Receipt of two (2) consecutive satisfactory evaluations as a Junior ETUM; and

3. Submission by the unit member of a completed Notice of Senior ETUM Eligibility Form to Human Resources, said form to list the twelve qualifying semesters. Submittal of the completed form shall be the sole responsibility of the unit member. The deadlines for submission of the Notice of Senior ETUM Eligibility Form are as follows:

- For designation of Senior ETUM status in a Fall semester, the unit member must submit the Notice of Senior ETUM Eligibility Form no later than October 1 of the prior year.
- For designation of Senior ETUM status in a Spring semester, the unit member must submit the Notice of Senior ETUM Eligibility Form no later than March 1 of the prior year.

c) UPM and the District shall refer to the Labor Management Committee responsibility to identify a process for providing unit members with an online system for identifying completed semester assignments toward achieving Senior ETUM. The process identified will be memorialized in an MOU. Should UPM and the District fail to reach agreement in the Labor Management Committee by January 1st, 2019, this matter shall be subject to an immediate reopener.

Any failure by the District to evaluate a unit member within the time periods prescribed in 7.6-7.6.3 Chart E shall not impede said member's progress toward achieving Senior ETUM status.

6.8.4.2 Minimum Unit Allocation.

a) **Junior ETUM.** Each semester, in any discipline where there are available temporary credit units, Junior ETUMs shall be offered, in ranked order (as defined in 6.8.3), the available temporary credit units in a discipline until that Junior ETUM has reached a minimum load of 40%. So long as the member is offered a minimum load of 40%, the District is not required to offer additional units.

b) **Senior ETUM.** Each semester, in any discipline where there are available temporary credit units, Senior ETUMs shall be offered, in ranked order (as defined in 6.8.3), the available temporary credit units in a discipline until that Senior ETUM has reached a minimum load of 60%. So long as the member is offered a minimum load of 60%, the District is not required to offer additional units.

6.8.4.3 Maximum Unit Allocation. No Junior ETUM or Senior ETUM shall be assigned more than a total of 67% of the hours per week considered a full-time equivalent workload for the semester. It is the intent of this section to apply the 67% calculation consistent with its meaning in Education Code section 87482.5.

6.8.4.4 Allocation of Remaining Units. Any remaining available units in a department or discipline after each Junior ETUM has received a unit allocation between 40-67% and each Senior ETUM has received a unit

allocation between 60-67%, may, at the discretion of the District, be assigned to any qualified ETUMs or eligible temporary hiring pool members as long as the total workload for any temporary unit member does not exceed 67%. In no case shall an “emergency hire” be offered a temporary contract if there are ETUMs or other eligible temporary hiring pool members who are qualified, available, and willing to accept an assignment that does not exceed the maximum unit allocation specified in 6.8.4.3.

6.8.4.5 Splitting Assignments. The District shall not be required to split an assignment with a single CRN. Should a CRN be split, then the available units shall be offered to unit members in ranked order consistent with the minimum and maximum load requirements set forth in this Article

6.8.4.5 Special Skills. In the case of units identified by the UDWC as requiring special skills (as provided for in Section 8.18 of the CBA), the District shall not be required to offer said units to any ETUM or temporary hiring pool member who has not met the minimum educational standards and/or provided prior paid service in the specialty units as designated by UDWC.

6.8.4.6 ETUM Assignment in Other Disciplines. Individuals who qualify as ETUMs in one discipline are not precluded from seeking assignments in other disciplines for which they do not qualify as ETUMs, but for which they are minimally qualified.

6.8.5 Loss of ETUM Status.

6.8.5.1 Break in Service. If, for three (3) consecutive semesters, an ETUM declines in writing all available assignments in a discipline, and/or fails to respond to the notice of available assignments in a discipline, the unit member shall lose ETUM status in that discipline. However, exceptions to removal from the list shall be made in the event of an approved leave or a documented medical circumstance. A unit member who has lost ETUM status due to a break in service shall be placed back into the appropriate temporary hiring pool.

6.8.5.2 Unsatisfactory Performance. In order to retain ETUM status, a satisfactory evaluation is required. ETUMs who receive an unsatisfactory evaluation during a scheduled evaluation cycle shall be provided with a written plan of remediation which the ETUM shall be expected to implement during the following semester of assignment. Subsequent, off-schedule evaluations may be requested per 7.6-7.6.3 Chart E, for the sole purpose of assessing the ETUMs successful implementation of the written plan for remediation. The receipt of three (3) “unsatisfactory performance” evaluations within six (6) semester period shall result in the loss of ETUM status. UPM and the District shall refer to the Labor Management Committee development of the corresponding form for written plans of remediation. This form shall clearly identify the deficiency, the suggestions and resources for remediation, and the timeline to complete remediation. Any plan for remediation shall be limited to addressing the deficiency noted in the on-cycle evaluation]

6.8.5.3 Disciplinary Action. An ETUM unit member found in violation of Ed Code 87732 may lose ETUM status, as per the provisions set forth in Section 24.1.4. In such case, the unit member may, at the discretion of the District, be placed back in the hiring pool and considered for future assignments.

6.8.5.4 Requalification for ETUM status. If a unit member loses ETUM status and then subsequently regains ETUM status, the seniority of the unit member shall be based on the date ETUM status was reinstated.

6.8.6 Expedited Temporary Hiring.

6.8.6.1 Definition. “Expedited Temporary Hiring” refers to the hiring of an individual into a temporary academic position using the expedited selection process set forth in AP 7212 and 6.8.6.2 of the CBA. Neither this section nor AP 7212 regulates the hiring of short-term substitutes or emergency hires, as those terms are used under the Education Code. In addition to filling temporary credit or noncredit units pursuant to Article 6.8.1, the provisions of this section and the expedited hiring process described in AP 7212 shall also be used for the screening of external candidates to fill long-term substitute positions.

6.8.6.2 Expedited Hiring Procedures. The screening committee for an expedited temporary hiring shall contain at least one but no more than two unit members appointed by the Academic Senate President with the advice and consent of the Academic Senate. Individuals who are hired through an expedited process to fill

temporary credit or noncredit units pursuant to Article 6.8.1 shall be placed in the qualified temporary pool. External candidates who are hired solely for the purpose of filling a long-term substitute position using the expedited temporary hiring procedure shall not be placed into the temporary hiring pool.

6.8.6.3 Circumstance of Use. Using the expedited selection process, The District may offer temporary units or their equivalent to an external candidate who, in the absence of available and minimally qualified permanent/probationary unit members, ETUMs, or temporary hiring pool members, is needed on any basis permitted by law.

6.8.6.3 Notification to UDWC. Each semester, the District shall provide UDWC with a written notice of all assignments that have been accepted by expedited hires in a given discipline (See 8.3 i of the CBA).

Notification shall include the name of the expedited hire, the corresponding discipline, and verification that the circumstances listed in 6.8.6.2 of the CBA were met.

6.9 – 6.11 DELETED

6.13 Temporary Assignments for Student Recruitment and Enrollment

When the District uses K-12 faculty and staff to supervise tutoring or teach basic skills courses at the K-12 site, the following provisions shall apply:

- a) The assignment shall be considered a specialty course under the current terms and conditions of the agreement.
- b) The employee shall be hired as an "emergency hire" subject to annual renewal and therefore, exempted from the two semester rule in 6.8.1 (F) of the CBA.
- c) Employment in this category does not make the employee eligible for ETCUM, ETNUM status. Nor are current ETCUMs, ETNUMS, RETCUMS, RETNUMS, eligible for assignment to these positions. Nor are these positions available to permanent/probationary unit members for voluntary transfers or overloads.

6.14 Exclusion of Child Study Center.

Except for Sections 6.4.1.c, 6.4.1.i, and 6.4.1.k, all other provisions of Article 6 do not apply to unit members assigned to the Children's Centers. Furthermore, unit members assigned to other disciplines shall not be assigned/transferred to the Children's Centers.

6.15 DELETED

6.16 Temporary Unit Member: Advancement to Interview

Temporary (credit and noncredit) unit members in all disciplines, with a minimum of five (5) years of employment (i.e., a total of ten (10) semesters or fifteen (15) quarters) within the MCCD, shall be automatically advanced to the interview stage of the hiring process for all permanent positions for which they apply and are minimally qualified.

6.17 Hiring of Sabbatical Leave Replacements

Sabbatical leave replacements shall be hired from among the temporary (credit or noncredit) unit members when it is determined by the District that such replacements are necessary, and further, if such temporary (credit or noncredit) unit members meet the minimum qualifications to teach the required courses (not to conflict with rehire rights). (See Article 5.6.)

6.18 Substitute Positions

6.18.1 Definition. A substitute is an employee who fills in for a unit member who is absent from work. A short-term substitute refers to temporary assignments lasting twenty (20) days or fewer and paid at the stipend rate. Long-term substitutes refer to temporary contract assignments and are paid on the faculty salary schedule.

6.18.2 Short-Term Substitutes.

6.18.2.1 Eligibility for Short-Term Substitute Assignments. Permanent/probationary unit members, ETUMs, and temporary hiring pool members who meet the minimum standards for teaching in a particular discipline, as identified by the Chancellor's Office of California Community Colleges, shall be considered eligible and given priority over external candidates for short-term substitute positions. For unpaid short-term substitutions, see 5.3 of the CBA.

6.18.2.2 Procedure for Assigning Paid and Unpaid Short-Term Substitutes. Members shall notify their deans or their designees as soon as possible when they are going to be absent from work, including whether the absence will be during any scheduled assignments. If the absence is expected to occur during a scheduled assignment, the unit member shall do one of the following:

a) Cancel the affected class(es) and/or assignments and provide notice of the cancellation to the department chair and dean;

b) Request a voluntary unpaid substitute (See Substitution: Faculty, in 5.3 of the CBA). Requests shall be approved if the following criteria are met:

1. A qualified and eligible substitute is available; and
2. For instructional assignments, the unit member provides the unpaid substitute with a lesson plan, lecture, or other instructional materials consistent with the course syllabus.

c) Request a paid substitute. Requests for paid substitutes shall be processed as follows:

1. Requests made with less than twenty-four (24) hours' notice shall be denied and the member shall not arrange for a paid substitute. Twenty-four (24) hours is measured as the time between when the dean or designee has actual notice of the request and the start time of the impacted class. Under exceptional circumstances and at the sole discretion of the Senior Vice President, the District may waive the twenty four (24) hour period and authorize a paid substitute. This decision shall not be subject to the grievance process.

2. Requests made with at least twenty-four (24) hours' notice shall be approved if the following criteria are met. Otherwise, class shall be cancelled:

- i. A qualified and eligible substitute is available; and
- ii. For instructional assignments, the unit member provides the substitute with a lesson plan, lecture, or other instructional materials consistent with the course syllabus.

3. If the use of a paid substitute is approved, the department chair shall identify the qualified and eligible substitutes, and in consultation with the unit member, make a recommendation to the dean or designee as to whom should be assigned.

16.2.3 Compensation for Short-Term Substitutes. Hours worked as a paid short-term substitute shall be paid at the stipend rate and shall not be counted toward the percentage of a full-time load. When determined to be appropriate by the area dean, paid short-term substitutes shall be compensated at the stipend rate for work that is completed outside of the classroom. Hours worked outside the classroom must be approved and monitored by the area dean and paid by timecard.

6.18.3 Long-Term Substitutes.

6.18.3.1 Duties. A long-term substitute is responsible for delivering the required curriculum, creating lesson plans, preparing and administering tests, grading tests and assignments, holding office hours, and administering final grades when needed. A long-term substitute is the instructor of record until such time as the absent unit member returns to duty, or the substitute is otherwise released from the assignment, whichever occurs first.

6.18.3.2 Rights and Compensation. Work performed as a long-term substitute shall count toward the 67 % of a regular faculty assignment. Payment of long-term substitutes shall be prorated at the unit rate.

6.18.3.3 Eligibility for Long-Term Substitute Assignments. Permanent/probationary unit members, ETUMs, and temporary hiring pool members who meet the minimum standards for teaching in a particular discipline, as identified by the Chancellor's Office of California Community Colleges, shall be considered eligible for paid long-term substitute positions.

6.18.3.4 Appointment of Long-Term Substitutes.

A long-term substitute shall be offered a contract in the following situations:

a) **Absences Expected to Last Longer Than Twenty (20) Calendar Days.** When a member is absent from work, and the District receives medical or other authoritative documentation that the member is not expected to return to work for a period lasting longer than twenty (20) calendar days, a long-term substitute shall be assigned for all remaining days of the semester that the member continues to be absent.

b) **Absences Lasting Longer Than Twenty (20) Calendar Days.** When a member has been absent for twenty (20) calendar days, and a long-term substitute has not been assigned, a long-term substitute shall be assigned for all remaining days that the member continues to be absent.

6.18.3.5 Offer of Long-Term Substitute Positions.

Contracts for long-term substitute positions shall be offered in the following order and based on seniority, per assignment provisions in the CBA, before consideration of other eligible applicants:

- a. qualified permanent/probationary unit members,
- b. ETUMs so long as the ETUM'S load, including the substitute assignment, does not exceed 67% of a full-time load,
- c. temporary pool members so long as the temporary pool member's load, including the substitute assignment, does not exceed 67% of a full-time load,

The District shall not be required to split long-term substitute assignments with a single CRN among longterm substitute candidates.

The District may offer a long-term substitute contract to a qualified external candidate who, in the absence of available permanent or temporary unit members, is needed to fill a long-term substitute position. Selection of an external candidate shall use the expedited hiring selection process described in 6.8.6.2. The District shall immediately notify UDWC in writing of the use of an external hire for a long-term substitute position.

ARTICLE 7: EVALUATION

The Parties agree to reopen Article 7 one year from the ratification of this CBA

7.1 Purpose: The purpose of faculty evaluation is to provide feedback to each unit member for the improvement of the unit member's professional services.

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

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

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

7.2 Criteria for Evaluation [* denotes standards as defined by the indices in the evaluation form]

<p align="center">Indices Instructional Faculty (Permanent/ Probationary/Temporary)</p>	<p align="center">Indices Counselor (Permanent/ Probationary/Temporary)</p>	<p align="center">Indices Librarian (Permanent/ Probationary/Temporary)</p>
<p>For a given course the desired effects shall include those stated objectives in the adopted course description and any additional written objectives developed by the discipline. Where it is difficult to assess the effects of services performed, other indices, such as knowledge of the subject matter, observed competence in teaching, and fulfillment of job responsibilities may be included. Examples of indices appropriate to instructional faculty members include, but are not limited to:</p> <p>Demonstrated knowledge of the subject matter being taught and of the discipline in general;</p> <p>Consistent and careful planning in accordance with the official course description;</p> <p>Development and use of instructional techniques which recognize individual differences in students.</p> <p>Lecture or lab activities and tests reflect the official course descriptions.*</p>	<p>Examples of indices for counselors include, but are not limited to:</p> <p>Demonstrated knowledge and its application to the community college of counseling techniques, guidance tools, guidance information and resources, and current developments in counseling and guidance;</p> <p>Maintaining the integrity of the counseling relationship;</p> <p>Maintaining the ethical standards of the counseling profession;</p> <p>Performing counseling and guidance activities;</p> <p>Interaction with students is in accordance with the standards of the American Association of University Professors. *</p>	<p>Examples of indices for librarians include, but are not limited to:</p> <p>Demonstrated knowledge of librarianship and its application to the community college;</p> <p>Current and careful planning in organizing the library for the use of students and faculty;</p> <p>Assisting student in learning activities;</p> <p>Observing the ethical principles of the teaching and librarianship professions;</p> <p>Performing other librarianship responsibilities;</p> <p>Interaction with students is in accordance with the standards of the American Association of University Professors.*</p>

7.1 Criteria for Evaluation

[* denotes indices to be added to evaluation form]

<p align="center">Indices Instructional Faculty (Permanent/ Probationary/Temporary)</p>	<p align="center">Indices Counselor (Permanent/ Probationary/Temporary)</p>	<p align="center">Indices Librarian (Permanent/ Probationary/Temporary)</p>
<p>In class use of instructional support materials such as textbook(s), syllabi, media, handouts, etc. *</p>	<p>Counseling reflects current standards in the discipline.*</p>	<p>Librarianship reflects current standards in the discipline;*</p>
<p>Interaction with students is in accordance with the standards of the American Association of University Professors. *</p>	<p>Instruction/student assignments reflect current standards in the discipline.*</p>	<p>Currency in the field of study/discipline.*</p>
<p>Instruction/student assignments reflect current standards in the discipline.*</p>	<p align="center">Maintains currency in the field</p>	<p>Behavior towards students as identified in the student evaluation form of the CBA (see items #4, 8).</p>
<p>Maintains currency in the field of study/ instruction.</p>	<p>Behavior towards students as identified in the student evaluation form of the CBA (see items #8, 9.)</p>	<p>The library faculty will have an opportunity to recommend criteria which recognize special characteristics of library service</p>
<p>Behavior towards students as identified in the student evaluation form of the CBA (see items #3, 5, 15, 17, 33, 34)</p>	<p>The counseling faculty shall have the opportunity to recommend criteria which recognize special characteristics of the discipline.</p>	
<p>Each discipline will have the opportunity to recommend criteria which recognize special characteristics of the discipline.</p>		

7.1.4 Off-site Clinical/Laboratory Facility Evaluation (Permanent/Probationary/Temporary)

For faculty assigned to off-site clinical/laboratory facilities, (e.g. hospitals, childcare centers, dental offices, etc.) off campus instruction will be part of the evaluation process. Evaluation form will be developed by the District and UPM/AFT.

7.2 Evaluation Procedures: Probationary Unit Member

7.2.1 Purpose. To provide suggestions for improvement, if any, and to determine re-employment of probationary unit members.

7.2.2 Frequency. During each year of service by a probationary unit member there shall be at least one (1) formal written evaluation. The evaluator or evaluatee may request a second evaluation be made in the same academic year/work year. Request by either the evaluator or evaluatee shall result in conducting the additional evaluation.

7.2.3 Content. A probationary unit member is entitled to a clear, fair, and equitable evaluation procedure. The content of the evaluator's written evaluation must be a summary of the information provided through the contractually agreed upon evaluation processes and instruments.

7.2.4 Evaluation Team Members.

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

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

c) Peer Evaluator: A qualified, permanent unit member in the same or a closely related discipline who has not been previously evaluated by the evaluatee. Exceptions may be made where no other peer evaluator is available with the requisite expertise. The peer evaluator shall be selected by the evaluatee.

7.2.5 Processes/Responsibilities of Each Team Member/Time Lines

Evaluation Process: Probationary Unit Member - Chart A

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

Note: During each year of service by a probationary unit member there shall be usually one (1) formal written evaluation. The evaluator or evaluatee may request a second evaluation be made in the same academic/work year.

Process	Team Member	Responsibility	Time Line
<p>A. Performance Observation</p> <p>Forms: F7.0 (a), (b), (c), (d) – as applicable</p>	<p>Manager</p>	<ul style="list-style-type: none"> Schedules classroom or other on-the-job visits (e.g. counselors, librarians, school nurse and/or other unit member) at a time acceptable to evaluatee 	<p>ASAP Fall Semester each probationary year</p>
	<p>Manager UPM Advisor Peer Evaluator (if applicable)</p>	<ul style="list-style-type: none"> Makes classroom or other on-the-job visits jointly 	<p>ASAP Fall Semester each probationary year</p>
	<p>Manager UPM Advisor Peer Evaluator (if applicable)</p>	<ul style="list-style-type: none"> Completes applicable form(s) 	<p>During Visits</p>
	<p>UPM Advisor</p>	<ul style="list-style-type: none"> Appointed by UPM/AFT Advises evaluatee in all phases of the evaluation 	<p>ASAP Fall Semester each probationary year</p> <p>On-going</p>
	<p>Evaluatee</p>	<ul style="list-style-type: none"> Chooses a peer evaluator (permanent unit member) to serve on the team, if desired Makes the following available to the team: Syllabi Sample of evaluation tool for measuring student progress, and a completed Classroom Observation Plan (Form 7.0 (1)) 	<p>ASAP Fall Semester each probationary year</p> <p>Prior to Observation</p>

7.2.5 Evaluation Process: Probationary Unit Member – Chart A

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

Process	Team Member	Responsibility	Time Line
<p>B. Student Evaluation</p> <p>Purpose: To provide each unit member and the evaluator with feedback about student perceptions of his/her teaching.</p> <p>Form: Student Evaluation Form (SEF 7.0 (e), (f), (g) – as applicable</p>	<p>Manager/ Designee OR UPM Advisor</p>	<ul style="list-style-type: none"> • Administers Student Evaluation Form (SEF) <ul style="list-style-type: none"> - Administered to maximum of two (2) classes containing a different population of enrolled students. The same student population may be used if the courses are not identical. • If administering: <ul style="list-style-type: none"> - Shall be trained by means of the self-instruction package; - Shall be present during the administration of SEF; - Shall collect all forms at the end of the session. - Typed verbatim student evaluation comments shall be provided to the Evaluee in order to protect confidential identity of students. 	<p>ASAP Fall Semester each probationary year</p>
<p>C. Professional Self Evaluation</p> <p>Form F7.0 (h)</p>	<p>Evaluee</p> <p>Manager UPM Advisor</p>	<ul style="list-style-type: none"> • Shall furnish the Manager and UPM Advisor with a self-evaluation as provided for on the Professional Self Evaluation Form • Reviews Professional Self Evaluation 	<p>First day of Spring non-mandatory flex during each probationary year</p> <p>Between the first day of Spring semester and February 1 each probationary year</p>
<p>D. Statement of Professional Objectives</p> <p>Form F7.0 (i)</p>	<p>Evaluee</p>	<ul style="list-style-type: none"> • Consults with Manager, UPM Advisor and prepares for the Manager and UPM advisor a written statement of his/her professional objectives (as provided for on the “Statement of Professional Objectives.” The objectives shall include: <ul style="list-style-type: none"> - The positive effects intended for students by the teaching, counseling, library or other services; - The ways in which the evaluee plans to achieve these effects; - Specification by the evaluee of the manner of evaluating the success of these effects. • Responsibility to carry out the plan and submit an initial assessment of its outcomes utilizing the Professional Self Evaluation Criteria 	<p>Completed prior to September 15 each probationary year</p> <p>First day of the Spring semester during each probationary year</p>

7.3 Evaluation Procedures: Permanent Unit Member

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

7.3.2 Frequency. Once every three (3) years (excluding leave periods) alternately through either self-evaluation (using the Professional Self-Evaluation Form) (Form F 7.0 (h)) or through the Performance Observation process (Forms F 7.0 (a), (b), (c), (d)).

7.3.2.1 Exemption. A permanent unit member on leave from the District shall be exempt from evaluation for the period of the leave.

7.3.3 Evaluation Cycle. Upon successful completion of the tenure process, permanent unit members shall begin the three (3) evaluation cycle with the self-evaluation and after three (3) more years proceed to the performance observation.

7.3.4 Content. A permanent unit member is entitled to a clear, fair and equitable evaluation procedure. The content of the evaluator's written evaluation, when applicable, must be a summary of the information provided through the contractually agreed upon evaluation processes and instruments.

7.3.5 Evaluation Team Members.

a) Peer Evaluator: A qualified, permanent unit member, in the same or a closely related discipline who has not been previously evaluated by the evaluatee. Exceptions may be made where no other peer evaluator is available with the requisite expertise. The Peer Evaluator shall be selected by the evaluatee.

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

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

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

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

Process	Team Member	Responsibility	Time Line
<p>A. Performance Observation</p> <p>Alternating periods of three (3) years</p> <p>Form F7.0 (a), (b), (c), (d) – as applicable</p>	<p>Manager</p>	<ul style="list-style-type: none"> At least one classroom or other on-the-job visits (e.g., counselors, librarians, school nurse, and/or other unit member) in consultation with the evaluatee. 	<p>ASAP Fall Semester</p>
	<p>Evaluee</p>	<ul style="list-style-type: none"> Chooses Peer Evaluator and notifies supervising Vice President/Dean If Peer Evaluator not chosen within 30 days, supervising Vice President/Dean appoints Peer Evaluator 	<p>Within 30 days of notice from the District</p>
	<p>Peer Evaluator</p>	<ul style="list-style-type: none"> Makes the following available to the Peer Evaluator: <ul style="list-style-type: none"> Syllabi Sample of evaluation tool for measuring student progress and a completed Classroom Observation Plan (Form 7.0 (l)) Makes classroom or other on-the-job visits (e.g. counselors, librarians, school nurse and/or other unit member) at a time acceptable to the evaluatee Completes applicable form(s) 	<p>Prior to Observation</p> <p>Beginning of Fall Semester, but no later than November 1</p> <p>During visits</p> <p>By December 1</p>
	<p>UPM Advisor</p>	<ul style="list-style-type: none"> Submits Evaluation Progress Report (Form F7.0 (j)) to supervising Vice President/Dean Appointed by UPM/AFT Advises evaluatee in all phases of the evaluation process 	<p>On-going</p>

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

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

Process	Team Member	Responsibility	Time Line
<p>C. Student Evaluation</p> <p>Forms F7.0 (e), (f), (g), as applicable</p>	<p>Manager</p> <p>Peer Evaluator OR UPM Advisor</p>	<ul style="list-style-type: none"> • Administers the Student Evaluation Form (SEF) <ul style="list-style-type: none"> - Administered to a maximum of two (2) classes containing a different population of enrolled students. The same student population may be used if the courses are not identical • If administering: <ul style="list-style-type: none"> - Shall be trained by means of the self-instruction package; - Shall be present during the administration of the SEF; - Shall collect all forms at the end of the session - Provides complete results to the evaluatee - Typed verbatim student evaluation comments shall be provided to the Evaluatee in order to protect confidential identity of students. 	<p>During the semester</p> <p>Prior to March 15</p>
<p>F. Final Written Summary</p> <p>(Includes information from Performance Observations and Student Evaluations)</p> <p>Form F7.0(k)</p>	<p>Peer Evaluator</p> <p>Evaluee UPM Advisor</p>	<ul style="list-style-type: none"> • Writes a Final Summary Evaluation of the information provided through the contractually agreed upon evaluation criteria, processes and instruments (Performance Observation & Student Evaluations) <p>Final Written Summary Evaluation includes:</p> <ul style="list-style-type: none"> - Results from the evaluation processes; - Recommendations for individual improvement, if any; <ul style="list-style-type: none"> • Meets with the evaluatee to show him/her the evaluation materials • Shows any recommendations for individual improvement to evaluatee first • Submits all evaluation materials to supervising Vice President/Dean • Review Final Written Summary Evaluation and any recommendations for individual improvement with Peer Evaluator • Evaluatee may attach the evaluatee’s comments to the report before it is submitted to the appropriate District office; UPM Advisor may attach a separate statement, if he/she desires. 	<p>Prior to April 15</p> <p>Prior to April 15</p> <p>Prior to April 15</p> <p>By April 15</p> <p>Prior to April 15</p> <p>Prior to April 15</p>

7.3.5 Evaluation Process: Permanent Unit Member – Unit Members Evaluated through Self Evaluation - Chart B 2

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

<p>G. Final Written Summary</p> <p>(Includes information from Self Evaluation and Student Evaluations)</p>	Peer Evaluator	<ul style="list-style-type: none"> • Writes a Final Summary Evaluation of the information provided through the contractually agreed upon evaluation criteria, processes and instruments (Self Evaluation & Student Evaluations) • Final Written Summary Evaluation includes: <ul style="list-style-type: none"> - Results from the evaluation processes; - Recommendations for individual improvement, if any; • Meets with the evaluatee to show him/her the evaluation materials • Shows any recommendations for individual improvement to evaluatee first • Submits all evaluation materials to supervising Vice President/Dean 	<p>Prior to April 15</p>
	Evaluee UPM Advisor	<ul style="list-style-type: none"> • Review Final Written Summary Evaluation and any recommendations for individual improvement with Peer Evaluator • Evaluatee may attach his/her comments to the report before it is submitted to the appropriate District office; UPM Advisor may attach a separate statement, if he/she . 	<p>Prior to April 15</p> <p>Prior to April 15</p> <p>By April 15</p> <p>Prior to April 15</p> <p>Prior to April 15</p>

7.3.6 Recommendations for Individual Improvement.

(a) Evaluatees who receive an evaluation that includes specific recommendations for professional improvement, including by a peer evaluator in a self-evaluation year, shall, with consultation from their UPM advisor, complete a performance improvement program with the District in which they shall describe a plan of action for accomplishing the required professional improvement in their performance.

(b) All economic costs of the performance improvement program (examples: reassigned time or overload compensation for additional hours beyond those contractually assigned in Art. VIII of the CBA, books, tuition, etc.) shall be paid by the District.

(c) Permanent unit members shall have 45 working days following receipt of their written evaluation to consult with their supervisor in order to propose a performance improvement plan. Permanent unit members may be represented by UPM in the negotiations required herein.

7.3.7 Causes for Further Action and Due Process.

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

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

(a) immoral or unprofessional conduct;

(b) dishonesty;

(c) unsatisfactory performance;

(d) evident unfitness for service;

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

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

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

Permanent unit members shall not be subject to punishment, discipline or removal from their positions based on observations and or judgments made during their respective evaluations. Initial discovery of any of the aforementioned causes during the evaluation process shall be grounds for further investigation, which may lead to discipline.

7.4 Evaluation Procedures: Community Service (Not for Credit) Unit Member

7.5 – 7.5.2 Evaluation Procedures: Community Service (Not for Credit) Unit Member – Chart D

Process	Team Member	Responsibility	Time Line
<p>C. Student Evaluation</p> <p>Frequency: At least one (1) time per year</p> <p>Form F7.5</p>	<p>Third Party Manager</p>	<p>6 Administers the Student Evaluation Form (SEF), collects and seals in manila Envelope. Returns envelope to Community Education and Services Department.</p> <p>7 If administering:</p> <ul style="list-style-type: none"> • Shall be trained by means of the self-instruction package; • Shall be present during the administration of the SEF; • Shall collect all forms at the end of the session <p>8 Shares the results of the Student Evaluations with the instructor</p> <p>9 Makes a recommendation on re-hire (each evaluation period)</p>	<p>By the end of the Quarter</p> <p>Prior to the end of the Academic Year</p>

7.5 Faculty Assignments As Peer Evaluators

Unit members shall be required to serve as peer evaluators on no more than two (2) evaluation processes per academic year/workyear.

Failure of Peer Evaluator to Meet Evaluation Responsibilities. In the event the peer evaluator fails to initiate the evaluation procedure and/or meet the designated time lines of the evaluation by February 1, the District shall designate a management representative who shall perform the evaluation and

the provisions of Article 24.9 shall apply

7.6 Evaluation Procedures: Temporary Unit Member (Credit and Non-Credit)

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

Process	Team Member	Responsibility	Time Line
<p>A. Performance Observation Frequency: 1st semester and 3rd semester of employment AND once every six (6) semesters of active service thereafter; May occur in any semester/work year and action dates may be adjusted for Spring evaluation. Off-Cycle Evaluations: In addition to the frequency provide above, an evaluatee or any member of evaluation team may request an off-cycle evaluation in any semester following an evaluation that is “needs improvement” or “unsatisfactory”. Request by either the evaluator or evaluatee shall result in conducting the additional evaluation. Additional Evaluation Team Member: An ETUM may request that the department chair, or coordinator serve on the evaluation team or the chair/coordinator may volunteer. Forms: F7.0 (a), (b), (c), (d) – as applicable</p>	Manager	10 Schedules classroom or other on-the-job visits (e.g. counselors, librarians, school nurse and/or other unit member) at a time acceptable to evaluatee	ASAP in the Semester
	Manager UPM Advisor Peer Evaluator (if applicable)	11 Makes classroom or other on-the-job visits jointly	ASAP in the Semester
	Manager	12 Completes applicable form(s)	
	UPM Advisor	13 Appointed by UPM/AFT, if requested by evaluatee.	During Visits
	Peer Evaluator (if applicable)	14 Advises evaluatee in all phases of the evaluation	ASAP in the Semester
	UPM Advisor	15 Chooses a peer evaluator (permanent unit member) to serve on the team, if desired	On-going
Evaluatee	<p>16 Instructors shall makes the following items to the team:</p> <ul style="list-style-type: none"> • Syllabi • Sample of evaluation tool for measuring student progress • .and <p>a completed Classroom Observation Plan (Form 7.0 (I))</p>	<p>ASAP in the Semester</p> <p>Prior to Observation</p>	

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

Process	Team Member	Responsibility	Time Line
<p>B. Student Evaluation</p> <p>Purpose: To provide each unit member and the evaluator with feedback about student perceptions of the unit member’s teaching.</p> <p>Frequency: 1st semester and 3rd semester of employment AND once every six (6) semesters of active service thereafter; May occur in any semester/work year and action dates may be adjusted for Spring evaluation</p> <p>Form: Student Evaluation Form (SEF 7.0 (e), (f), (g))</p>	<p>Manager/ Designee OR UPM Advisor</p>	<p>17 Administers Student Evaluation Form (SEF)</p> <ul style="list-style-type: none"> • Administered to one (1) randomly selected class <p>18 If administering:</p> <ul style="list-style-type: none"> • Shall be trained by means of the self-instruction package; • Shall be present during the administration of SEF; • Shall collect all forms at the end of the session. • Typed verbatim student evaluation comments shall be provided to the evaluatee in order to protect confidential identity of students. 	<p>ASAP in the Semester</p>
<p>E. Final Written Summary</p> <p>(Includes information from Performance Observation and Student Evaluations)</p> <p>Form F7.0 (k)</p>	<p>Manager</p>	<p>7 Writes a Final Summary Evaluation of the information provided through the contractually agreed upon evaluation criteria, processes and instruments (Performance Observation, Student Evaluations)</p> <p>Final Written Summary Evaluation includes:</p> <p>7.1 Results from the evaluation processes;</p> <p>7.2 Manager evaluation of indices outside the classroom or job site;</p> <p>7.3 Suggestion for improvement, if any, shall include in-service training to improve job performance and explicitly define the District’s expectations and time lines for improvement</p> <p>Recommendation concerning re-employment (each evaluation period)</p> <p>8 Submits all evaluation materials to Human Resources</p>	<p>ASAP in the Semester</p> <p>ASAP in the Semester</p> <p>ASAP in the Semester</p>

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

Process	Team Member	Responsibility	Time Line
<p>F. Final Written Summary (Continued)</p> <p>Form F7.0 (k)</p>	<p>Evaluee UPM Advisor</p>	<p>19 Review Final Written Summary Evaluation together 20 Evaluee may attach comments to Managers Report; UPM Advisor may attach separate statement to Manager’s Report</p>	<p>ASAP in the Semester</p>

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

7.7.1 Failure of Peer Evaluator to Meet Evaluation Responsibilities. In the event the peer evaluator fails to initiate the evaluation procedure and/or meet the designated time lines of the evaluation by February 1, the District shall designate a management representative who shall perform the evaluation and the provisions of Article 24.9 shall apply

7.8 Personnel Files

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

7.8.1 All documents relative to a unit member's employment relationship shall be contained in the unit member's personnel file in Human Resources.

7.8.2 Contents of the personnel file shall be kept in the strictest confidence in keeping with appropriate provisions of the California Education and Government Codes.

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

7.8.4 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice of such information and an opportunity to review the document(s).

7.8.5 Anonymous communications or material unrelated to the unit member's professional responsibilities shall not be placed in the unit member's personnel file.

7.8.6 A unit member shall have the right to have attached to any derogatory statement, the unit member's written comments. Review shall take place during normal business hours, and a non-instructional unit member shall be released from assigned hours for this purpose without salary reduction.

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

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

7.8.8 Human Resources shall, upon written authorization of the unit member, release information and/or forward specified documents from the unit member's personnel file to parties the unit member designates.

7.9 Children's Center Faculty Evaluation Criteria

The College of Marin Children's Centers are operated under both Title 22, State Licensing Standards for Health and Safety, and Title V, the program standards of the Child Development Division of the State Department of Education. All certified teachers working in the center are required to meet these standards and

shall be evaluated accordingly. Unit members being evaluated shall have an opportunity to recommend additional criteria which recognizes the special characteristics of the MCCD Children's Center.

Evaluation Procedures: Children's Center Unit Members

7.9.1 Purpose: The purpose of teacher evaluation is to provide feedback to each teacher for the improvement of his/her professional services in working with children, families and community. These evaluations shall be non-punitive.

7.9.2 Frequency: During each year (as required by the State of California), all permanent/probationary and temporary/part-time unit members shall participate in the evaluation process.

7.9.3 Content: The unit member is entitled to a clear, fair and equitable evaluation. The content of the evaluator's written evaluation must be a summary of the information provided through contractually agreed upon evaluation procedures and instruments.

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

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

Management – Director of Child Care Programs
- (b) UPM Advisor: Selected by UPM/AFT to advise evaluatee, if requested by the evaluatee.

7.95. Evaluation Process: Probationary and Temporary/Part-Time CC Unit Members

Process	Team Member	Responsibility	Time Line
Professional Self Evaluation/Action Plan	Evaluee	<ul style="list-style-type: none"> • Prepares after consultation with peer evaluator • Submits to Director 	By Sept. 15 of each year
Evaluation Report	Peer Evaluator Director Director Evaluee UPM Advisor Director	<ul style="list-style-type: none"> • With input from peer evaluator, the Director completes the Evaluation Report that includes a final written evaluation summarizing information provided through the contractually agreed upon evaluation criteria, procedures and instruments that assesses: <ul style="list-style-type: none"> • Success in meeting the evaluation criteria; • Achievement of outcomes of the self evaluation/action plan; • Suitability for working with children; • Mutual expectations for the future; • Recommendations for improvements, if any. • Director meets with evaluee to review the Evaluation Report • Evaluee reviews Evaluation Report with UPM Advisor • Any recommendations for improvement are shown to evaluee <ul style="list-style-type: none"> • Evaluee reviews with UPM Advisor • Evaluee may attach comments to the report and the UPM Advisor may attach a separate statement before it is submitted to the appropriate District office • Evaluee and UPM Advisor sign off on documents • Director makes recommendation concerning re-employment 	1 st Year – By Dec. 15 Subsequent Years – By February 15 th

7.9.6 Evaluation Process: Permanent CC Unit Members

Evaluation Team Members for Permanent CC Unit Members

- (a) Evaluators: Peer – Site Supervisor, Lead Teacher or any permanent unit member currently working in the Children’s Center
- (b) Management: Director of Child Care Programs or manager, named by the supervising Vice President.
- (c) UPM Advisor: Named by UPM/AFT to advise evaluatee, if requested by Evaluatee.

Process	Team Member	Responsibility	Time Line
Professional Self Evaluation/Action Plan	Evaluee	<ul style="list-style-type: none"> • Prepares after consultation with peer evaluator • Submits to Director 	<p>During Fall Staff Development Flex period</p> <p>Start of Fall semester each year</p>
Evaluation Report	<p>Evaluator</p> <p>Peer Evaluator Evaluee</p> <p>Peer Evaluator</p> <p>Director Peer Evaluator UPM Advisor Evaluee</p>	<ul style="list-style-type: none"> • Schedules classroom or other on-the-job visits in consultation with the evaluatee. □ • Peer evaluator and evaluatee meet to conduct peer review to assess: <ul style="list-style-type: none"> • Success in meeting the evaluation criteria; • Achievement of outcomes of the self evaluation/action plan; • Suitability for working with children; • Mutual expectations for the future; • Peer evaluator completes the Evaluation Report that includes a final Written evaluation summarizing information provided through the contractually agreed upon evaluation criteria, procedures and instruments and submits to the Director. • Director consults with the peer evaluator and UPM Advisor on the status of the evaluatee. • Following a review and signoff by the UPM Advisor, the Director may, if necessary, develop specific recommendations for improvement. These are shown first to evaluatee who reviews with His/Her UPM Advisor. • Evaluatee may attach comments to the report and the UPM Advisor may Attach a separate statement. 	<p>By Feb. 1 each year</p> <p>By Feb. 15 each year</p>

7.9.7 Recommendations for Individual Improvement. If specific recommendations for improvement are developed, Article 7.3.6 of the CBA applies.

7.9.8 Causes for Further Action. Article 7.3.8 of the CBA applies.

7.10 Children's Center Unit Members – Other Personnel File

In addition to the personnel file kept in Human Resources (referenced in Article 7.8) a Children's Center teacher is required by Title 22 to have a copy of the following on file in the classroom where he/she is assigned.

- (a) Fingerprint and criminal record clearance;
- (b) Signed statement of child abuse reporting requirements;
- (c) Signed statement of personnel rights;
- (d) Copy of TB test clearance – yearly; Doctor's clearance to work with children.

Except as specified herein, all other provisions of Article 7 do not apply to unit members assigned to the Children's Center.

ARTICLE 8: WORKLOAD

8.1 Work Week: Permanent/Probationary Full-Time Unit Member

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

8.1.1 Professional Duties. A permanent/probationary unit member is expected to perform professional service duties as part of the unit member's 37.5 hour work week. Professional service duties may include, but are not limited to, curriculum development, course revision, updating of curricular materials, accreditation requirements, attending applicable meetings both on and off campus (committees, outreach to the community).

8.2 Teaching Load

8.2.1 Definition. The load of a permanent/probationary full-time unit member shall be 14-16 teaching units (or their equivalent) per week for two (2) semesters, in conformity with the annually negotiated academic calendar (as per 9.3 of the CBA), not to exceed one hundred seventy-five (175) days.

8.2.1.1 Independent Study Offerings A unit member may elect (without additional compensation) to provide instructional supervision to students on an individualized basis for the purpose of completing Independent Study 249 ABC offerings.

8.2.2 Annual Load Determination. Annual load shall be determined at first census in the Spring semester. For each full-time permanent/probationary unit member the number of teaching units per year shall be 30 units, plus or minus one-half (0.5) teaching unit. The base is 30 units and the plus or minus 0.5 shall operate as if it were rounded. Up to 30.5 units, no overload shall be paid. Beyond 30.5, an overload shall be paid above the base of 30. Down to 29.5 units, no salary shall be lost. Below 29.5, annual salary shall be reduced by the percentage below the base of 30 units.

8.2.2.1 "Roll over" of Units. If a unit member is between 15 and 16 units in the fall semester and shall carry 14 units in the Spring semester, the unit member may carry over (roll over) up to one (1) unit from the Fall semester for the purpose of meeting the full load unit requirements for the contract year. For other load configurations that would result in an overload in the fall, but not meet the annual overload requirement (above 30.5), a unit member may roll over up to one (1) unit from the fall semester to avoid having to return any overpayment in the spring.

8.2.2.2 Reassigned Time/Reduced Load. Any reassigned time or reduced load, when added to the teaching assignment, must equal 30 units plus or minus one-half (0.5) unit per academic year.

8.2.2.3 Sabbatical Leave. In computation of overload, a unit member on sabbatical shall be considered teaching 15 units in the semester(s) of the leave. If on sabbatical for only one-half of the academic year, the other semester should comply with a 29.5 unit annual minimum (14.5 units or more per semester).

8.2.2.4 Hour/Class Time Requirement. In no instance shall more than seventy-five (75) minutes of class time per week be required for one (1) instructional unit in laboratory classes, nor shall more than fifty (50) minutes per week be required per one (1) instructional unit in lecture classes.

8.2.2.5 Semester, Overload, and Intersession Assignments.

One (1) instructional unit in a lecture class shall equal a minimum of sixteen (16), fifty (50) minute hours or eight hundred (800) total minutes and shall not exceed seventeen and a half (17.5), fifty (50) minute hours or eight hundred seventy-five minutes.

8.2.3 Payment for Overload Unit(s) All teaching units above 15 for the semester or above 30 for the year shall be compensated at the overload rate of pay.

a) A full-time unit member assigned a temporary overload contract shall be paid in five (5) equal payments,

beginning with the first pay period of each semester in which contract service was performed (August of the Fall semester; January of the Spring semester).

- b) Department chairs, UPM representatives, coordinators, and Academic Senate representatives who are assigned duties during June and July shall be paid in six (6) equal payments beginning in July and/or January.
- c) A unit member assigned to a late start class(es) shall begin to receive pay on the midmonth payroll following the month in which the service began (e.g. class beginning in October would receive pay for that service on the November mid-month payroll).

8.2.3.1 Salary: Reduced Load. If a unit member receives a reduced load approved by the UDWC, the unit member's salary shall be reduced on a pro-rated basis and deducted in equal amounts for the remaining pay periods of the contract.

8.2.3.2 Cancellation of Course/Assignment. If a temporary overload course or assignment is cancelled before the full-time unit member can perform service for which they have been paid, the unit member shall reimburse the District through a pro-rated salary adjustment distributed evenly over the remaining pay periods of the contract. For cancellation of regular load see Article 6.5.2.

8.3 Union/District Workload Committee

The Union-District Workload Committee (UDWC) shall be composed of four (4) members, two (2) appointed by UPM and two (2) appointed by the District. The UDWC shall be charged with the following responsibilities:

- a) Recommend to UPM and the Superintendent/President all criteria for the granting of overloads, reassigned time, reduced load, and/or stipends. UPM and the Superintendent/President shall modify, delete and/or add to these criteria and these shall be the criteria used by the UDWC for the recommending of such overloads, reassigned time, reduced load or stipends. Any criteria not agreed to by UPM and the Superintendent/President shall be submitted to binding arbitration by either party. The criteria finally agreed upon, and only those criteria, shall be utilized by the UDWC in recommending such overloads, reassigned time, reduced load or stipends.
- b) Review all requests each semester for overloads, reassigned time, reduced load, and/or stipends granted unit members (Form F 8.3). All requests for overloads, reassigned time, reduced load, and/or stipends that meet the criteria shall be recommended to the Superintendent/President by the UDWC.
- c) Develop criteria, interview faculty, and make award recommendations for all activities referred to in Article 8.3.4 of the CBA as "Personal and Institutional Development."
- d) Review and recommend teaching units and/or service hour values to all new courses/assignments in the District, and for all modifications of existing course teaching unit allocations and/or service hour values.
- e) Review and, when appropriate approve courses identified by departments which require "special skills" for the purposes of the assignment of ETUMs as provided for in Article 6.8.3, A and Article 8.18.
- f) Review and, when appropriate, approves requests of unit members for extended work years, as stipulated in Article 8.21.
- g) Using the position responsibilities that have been approved by UPM and the District per 8.25.3 of the CBA, UDWC shall develop selection criteria, interview faculty, and select applicants for coordinating positions. Should UDWC fail to agree upon selection criteria by January 1st, 2019, the issue shall trigger an immediate reopening between UPM and the District.
- h) Receive notification from the District external candidates hired using the expedited process.

8.3.1 Eligibility of Unit Members. All full-time unit members are eligible to apply for reassigned time or stipends. Temporary unit members are eligible to apply for reassigned time or stipends if they are employed for the equivalent of

.40 FTE/semester. This requirement shall be waived if the temporary unit member has expertise otherwise unavailable to the District.

8.3.2 Funding Categories and Associated Approved Activities for the Use of Overload, Reassigned Time, Reduced Load, and Stipend. All requests for assigned time, overload, reassigned time, reduced load, or stipends shall be identified with activities that correspond with the following six categories:

Category I: UPM: all activities that are contractually mandated by the collective bargaining agreement, which includes, but not limited to, the provisions set forth in Article 13.12.

Category II: Externally Funded: activities that are available through a grant or other externally funded source (See Memorandum of Understanding Re: Solicitation of Faculty Interest in Assignments Funded by Outside Sources (e.g. Grants)).

Category III: Ongoing: activities of two or more semesters' duration, including, but not limited to the duties defined in the CBA for department chair, library facilitator, coordinator, etc.

Category IV: Academic Senate: activities that include faculty serving as President or Officers of the Academic Senate or as chairs of the Curriculum Committee or Academic Standards Committee.

Category V: Personal or Institutional Development: special projects and/or activities in this category shall include but not be limited to those listed in Article 8.3.4 of the CBA, which shall be awarded to unit members for one or two semesters. Ongoing normal professional duties, such as periodic program review/revisions and course revisions due to updates to texts, materials, or scope of instruction, are specifically excluded from this category.

Category VI: Coordinating Positions: pursuant to Articles 8.25

8.3.3 Determination of Available Units or Stipend. The amount of compensation in terms of units and/or stipends available for activities stipulated in the categories listed in Article 8.3.2 of the CBA shall be determined as follows:

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

Category II: To be determined by the amount of the externally funded grant or source. **Category III:** Negotiated by the UDWC and/or in the collective bargaining process.

Category IV: Nine (9) teaching units for the academic year.

Category V: Negotiated by UPM and the District and provided for in Article 8.3.4 of the CBA.

Category VI: Negotiated by UPM and the District, per 8.25 of the CBA.

8.3.4 Personal and Institutional Development. Funding levels and stipulations for Category V, Personal and Institutional Development, shall include the following:

a) Institutional Research and Development (IR&D) Grants: The District shall provide no funding for IR&D projects. Should the District and UPM negotiate funding for IR&D projects in the future, the process for administering the grants shall be as follows, unless otherwise negotiated: Grants are for up to one year in length, to be used for the exclusive purposes of evaluating, and developing new curricula deemed feasible (as opposed to course preparation for current curricula); evaluation and improvement of instructional effectiveness; improving student learning; increasing student enrollment and retention; and encouraging the adoption of instructional, learning or technical innovations. Ongoing normal professional duties, such as periodic program review/revisions and course revisions due to updates to texts, materials, or scope of instruction, are specifically excluded.

IR&D Grants are non-transferable. Funds expended for personnel services and equipment shall be limited to those line items and amounts specified in the grant as approved by the UDWC. Budget revisions require UDWC approval.

Any funds not allocated by the UDWC shall be rolled over into the next year's IR&D budget and shall be spent in that year. Expenditure of these or additional IR&D projects funds (other than externally funded grants which are covered under Articles 8.3.1 - 8.3.7) for unit member proposed activities may be denied only by a majority vote of the committee. IR&D Grants shall be divided into two categories:

1. Grants with specified expenses of three thousand dollars (\$3,000) or less: No more than five (5) grants shall be awarded in this category in any academic year.

2. Grants with specified expenses beyond three thousand dollars (\$3,000): The award of said grants shall not exceed the funds available.

b) IR&D Units: The District shall provide a minimum of 30 teaching units per year for projects up to one year in length.

c) Institutional Initiatives Fund: The District shall provide no funding for institutional initiatives proposed by the District. Should the District and UPM negotiate funding for institutional initiative projects in the future, the process for administering the grants shall be as follows, unless otherwise negotiated: There is no dollar amount limit on the award for a project. Any funds not expended in a given year shall not be rolled over to the next year.

d) Other District-Directed Initiatives: The District shall provide no funding for district-directed initiatives proposed by the District. Should the District and UPM negotiate funding for other district-directed initiative projects in the future, the process for administering the grants shall be as follows, unless otherwise negotiated: There is no dollar amount limit on the award for a project. Any funds not expended in a given year shall not be rolled over to the next year.

e) District-Directed Program Development: The District shall provide 15 teaching units per semester, 30 teaching units per year, for assignment of faculty in a discipline to program development. Ongoing normal professional duties, such as periodic program review/revisions and course revisions due to updates to texts, materials, or scope of instruction, are specifically excluded. New, full-time hires who are within the first nine (9) months of their hire date to the District shall not be required to compete for assignment.

8.3.5 Criteria Used to Evaluate Proposals. All requests for assigned time, overloads, reassigned time, or stipends shall be evaluated using some or all (as explained below) of the following criteria. For the purpose of ranking, points shall be awarded using the scale indicated.

(1) The problem or need addressed has been adequately thought out and described (0-10 points).

(2) The problem or need addressed is in support of one or more of the college's goals and objectives (0-7 points).

(3) The project activities are likely to contribute to instructional effectiveness (0-10 points).

(4) The project activities are likely to increase student learning and/or retention (0-10 points).

(5) The project activities are likely to encourage the adoption of instructional, learning or technical innovation(s) at the discipline, department and/or instructional levels (0-7 points).

(6) The proposed cost and probable availability of personnel, equipment, supplies and/or operational support will be available (0-5 points).

(7) The project activities will not adversely affect the discipline or department budget, facilities or schedule (0-5 points).

(8) The applicant(s) appears to have adequate experience and/or training to carry out the proposed project (0-5 points).

(9) Number of years since last award to recipient: [5 years or never awarded = 5 points; 4 years = 4 points; 3 years = 3 points; 2 years = 2 points; 1 year = 1 point; less than 1 year = 0 points].

8.3.6 Criteria Evaluated By Funding Category.

Category II: All requests in Category II shall be evaluated each semester using criteria #6 -#8.

Category III: All requests in Category III, except department chairs and coordinators designated in 1.3 of the CBA, shall be evaluated each semester or year using criteria #1 - #4, #6, and #7.

Category V: All requests in Category V shall be evaluated each semester using criteria #1 - #9. For the purpose of establishing the order of consideration by the UDWC, IR&D Grants shall be scored and ranked within each category (i.e., "a" and "b" of 8.3.9). Those with a total score of forty or more points (as determined by the criteria specified in 8.3.5) shall be voted upon (as defined in 8.3.5) in the order ranked.

Category VI: Selection criteria to be determined by UDWC. (See 8.3.g.)

8.3.7 Application Recommendations. The UDWC shall make one of the following recommendations:

a) Approval of Proposal. Recommendations will be forwarded the Superintendent/President or designee by the UDWC.

b) Request Revision of Unit Member's Proposal. It shall be the prerogative of the UDWC to recommend that an applicant for overload, reassigned time, reduced load, or stipend, modify the applicant's request to take the form of a revised proposal. This request for revision would include the committee's criteria for award and reasoning for the request.

c) Denial of Proposal and Unit Member Recourse. Applicants for overloads, reassigned time, reduced load, and/or stipends who are denied may appeal via the provisions in the Grievance Article of the CBA. In the event that the UDWC cannot make a recommendation, based on a majority decision, the applicant may appeal via the provisions in the Grievance Article of the CBA.

8.3.8 Agreement: Assigned Time, Overload, Reassigned Time, & Stipend. (Form F 8.3.8). Upon the awarding of overload, reassigned time or stipend for categories II and/or V as defined in 8.3.2, the unit member shall execute a contractual agreement (hereafter "agreement") with the District for the specified number of units or dollars, the specific form of said "agreement." This "agreement" shall include the following:

1. A statement and description of the final product that is to be delivered or outcome that is to be produced for the department, discipline and/or District.

2. The time when the final product or outcome is to be delivered/produced.

3. Signed recognition by the individual that failure to produce the final outcome or product at the time specified shall result in repayment to the District of all monies received. Repayment may be made through salary deductions at the

rate of the original payments. Subject to approval by the UDWC, in lieu of repayment, the individual may work at his or her own expense for one additional semester to complete the work. Failure to complete in this additional time will result in repayment as above. The recipient shall be ineligible for any overload, reassigned time or stipend until successful completion or repayment.

Untimely completion may result in limited future eligibility for overload, reassigned time, or stipends; however, following a written request by the grant recipient, the UDWC may extend the delivery date cited in the initial agreement. It shall be the responsibility of the UDWC to monitor and review compliance with the "agreement."

8.4 Full-Time Instructors' Schedule

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

8.5 Office Hours

8.5.1 Full-Time Unit Member (Credit and Noncredit)

(a) **Regular Office Hours.** Credit and non-credit unit members teaching in semester programs shall hold office hours each week when they will be available for consultation with students. (See Section 8.5.3 of the CBA). 50% of the required office hours shall be held in their offices of the unit member, and a maximum of 50% of the required office hours may be held virtually, using synchronous communication technologies. Each unit member shall post outside the unit member's office the hours when the unit member shall be available to meet with students. In addition, each unit member shall provide this information to students in course materials, and provide this information in writing to the dean.

(b) **Overload/Intersession Hours.** Any full-time unit member with an instructional overload or who is teaching during intersession shall be assigned office hour/s as set forth in Article 8.5.3 of the CBA.

8.5.1.1 Distance Education: Online/Hybrid Courses. A unit member who teaches courses as defined in 8.20 shall be subject to the same office hour requirement as in 8.5.1 (a), (b), and 8.5.3. Each unit member shall post outside his/her office the office hours when the unit member shall be present to meet with students. In addition, each unit member will provide this information to students in course materials, and provide this information in writing to the Dean.

8.5.2 Split Assignment. Any unit member who has a split assignment (i.e. an assignment to more than one location) shall conduct office hours at the worksite of the member's major assignment for that day. Notice of office hours and their location shall be posted outside each office.

8.5.3 Required Office Hours Per Week of Instruction

(a) Unit members teaching in credit and/or noncredit semester programs shall be available for consultation with students as per 8.5.1:

Assigned Teaching Units	No. of Expected Office Hours Per Week of
Instruction	
0.1 to 3.0	One (1)
3.1 to 6.0	One and one-half (1+1/2)
6.1 to 9.0	Two (2)
9.1 to 12.0	Three (3)
12.1 to 15.0	Four (4)

(b) Unit members teaching credit classes on permanent/probationary employment contracts for instructional overloads or intersessions and paid on the Credit Salary Schedule, shall be available for consultation with students as per 8.5.1:

Assigned Teaching Units	No. of Expected Office Hours Per Week of
Instruction	
0.1 to 3.0	One (1)
3.1 to 6.0	One and one-half (1+1/2)
6.1 to 9.0	Two (2)
9.1 to 12.0	Three (3)
12.1 to 15.0	Four (4)

(c) Each unit member shall post outside his/her office, the office times when the unit member shall be available to meet with students, list the office hour in the course materials and online and provide written verification of the scheduled office hour/s to the respective supervising manager.

(d) The office hour/s is not counted in the 67% load restriction [Education Code] for temporary part-time instructions.

8.6 Counselors' Schedule

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

There shall be an additional work period of seven (7) hours per week devoted to activities including but not limited to professional enrichment and committee work. Examples of such activities are: All staff counseling meetings, such as in-service training, matriculation and articulation; all committee work, such as subcommittees or task forces in career planning, transfer center and counseling rotation schedules, advisory committee meetings, governance, and screening committees; professional development in new technology and counseling skills; attending conferences, workshops and seminars; studying new techniques and acquiring new information regarding articulation, matriculation, transfer centers and career planning; meeting with chairperson to develop and modify counselor schedules; developing informational counseling materials, student program outlines and curriculum guides; analyzing, updating and revising existing counseling materials and programs, developing new programs as needed; reviewing current literature in appropriate fields and recommending additions to the college library and resource center; participating as a peer evaluator; providing information for schedules and budget preparation; coordinating the work of student assistants and counselor graduate interns; advising student clubs; and public speaking engagements.

8.6.2 Work Year. Twenty-five (25%) of all permanent counseling staff who are assigned to programs with "unrestricted populations" will be guaranteed an academic work year as defined in Article 9 of the CBA. The remaining seventy-five (75%) of the permanent counseling staff may be required to work a fiscal year beginning July 1st and ending June 30th.

The counseling staff working a fiscal year will have a duty-free period of not less than six consecutive weeks if they wish to participate in intersession, otherwise there shall be a duty free period of five consecutive weeks. Such unit members shall not be required to render more than 175 days of service without additional compensation.

Counseling services offered on a fiscal year/academic year shall be on a voluntary basis. If there are insufficient volunteers, the assignment will be on rotation which, over time, will require all counselors to participate. No permanent counselor may be assigned to participate without their consent more often than any of the other permanent counselors. In the event of a violation of this rule, the unit member may begin the grievance process.

Counselors who are on restricted funds and who cannot provide counseling services to other than the program's restricted population, are required to provide the same ratio of services throughout the academic/fiscal year. The schedule shall be made after consultation with their supervising manager.

The Counseling Department will devise a rotation procedure that best represents the needs of their program and staff. All permanent/probationary counselors have scheduling preference over any/all temporary counselors.

8.6.3 Intersession Rate of Compensation. Permanent/probationary counselors employed during intersession shall be compensated at the following rate: Hours worked will be computed as a percentage of 581 hours and converted to units for pay purposes (e.g. hours to be worked divided by 581 X 15 units equals hour per unit ratio).

8.7 Librarians' Schedule

8.7.1 Work Week. Permanent/probationary full-time librarians shall be assigned no more than nineteen (19) hours per week for student contact, which shall include fifteen (15) hours of reference and four (4) office hours per week in conformance with the provisions set forth in 8.5 of the CBA and based on a full time load equivalent of fifteen (15) units. Other professional duties may include, but are not limited to: meeting with instructors to support inclusion of information literacy and research into their curricula, developing the library collection, preparing for information sessions to classes in and out of the library, organizing public events, and other functions that are appropriate for library faculty. Management, after consultation with the unit member, and to the extent possible, shall attempt to accommodate unit member preferences when determining the assignments.

8.7.2 Work Year. The work year for librarians shall be the academic year as defined in Article 9 of the CBA, except in the special case of certificated duties extending beyond the regular semester as specified in Section 8.21: Extended Work Year.

8.8 School Nurses' Schedule

8.8.1 Work Week. Permanent/probationary full-time school nurses shall be assigned no more than 35 hours per week. Duties expected to be performed during unassigned hours are referenced in Articles 8.1 and 8.1.2. Management, after consultation with the unit member and to the extent possible, shall attempt to accommodate unit member preferences when determining the assignments.

8.8.2 Work Year. The work year for the school nurse shall be the 175 days of the academic year as defined in Article 9 of the CBA.

8.9 Other Non-Instructional Unit Member Schedule

8.9.1 Full-time unit members other than instructors, counselors, librarians, and school nurses shall also be assigned no more than thirty-seven and one half (37.5) hours per week.

8.9.2 Work Week. Management, after consultation with the unit member, and to the extent possible, shall attempt to accommodate unit member preferences when determining the assignments.

8.10 **[DELETED]**

8.11 **Teaching Load in the Noncredit Semester Program**

8.11.1 Definition. Noncredit semester program includes but is not limited to Noncredit English as a Second Language (ESL) and the Intensive English Program (IEP).

8.11.2 Work Week. Permanent/probationary full-time noncredit unit members shall be subject to the same provisions as their credit counterparts, as per 8.2 of the CBA.

8.12 **Department Chairs**

8.12.1 Procedures.

A. **Elections.** Department unit members shall nominate candidates from within their home department. The department chair shall be elected by the following department members:

1. permanent/probationary unit members
2. temporary unit members who currently have an assignment and have achieved
 - ETUM, or
 - qualified temporary pool member status

Elections shall occur on or before March 1st of each election year. All eligible voting members shall be provided at least two weeks written notice of the election, during which time they may nominate themselves or a willing and eligible department member.

If there are two or more department members that have been nominated, elections shall employ the following protocols, to be implemented either by the Administrative Assistant to the Department or any another individual who is willing, able, and elected by a majority of the Department's eligible voters:

1. Members shall be provided with at least a 72-hour window to cast their ballots.
2. Voting shall be conducted using paper ballots, unless a majority of the Department's eligible voters opt for an electronic process of their choosing.
3. If an electronic process is utilized, then the process shall follow protocols determined by a majority the Department's eligible voters.
4. If a paper ballot process is utilized:
 - a) Ballots shall be sequentially numbered, using a numbering system that is clearly visible.
 - b) Ballots shall be made available and voting conducted in a location that is mutually agreeable to the eligible voting members of the department.
 - c) Ballots shall be placed in a locked box, which shall be provided by UPM.
5. At least two members from the department, other than the candidates, shall be present for the paper vote tally or initial viewing of the electronic results. The tally or viewing shall be open to any unit member in the department who wishes to be present as an observer.
6. If requested, a member of the Academic Senate and/or UPM Executive Council shall also be present during the ballot tally or initial viewing.

7. Any alleged divergence from the process or disagreement regarding the validity of the outcome of the election shall trigger a re-vote, employing the protocols for a paper vote, as outlined above.

If two or more unit members agree to share the responsibilities of Department Chair, then those members shall run for the position as a group on a single ticket. If two or more members are elected to share a position as Department Chair, the division of duties and unit allocation shall be agreed to in writing before the unit members assume the position. Terms of office shall begin July 1 following said election. Between March and the start of the Fall semester, new department chair shall receive training from outgoing chairs and appropriate administrators.

B. Training. A training session, conducted by the appropriate manager(s), shall be presented each spring to new department chairpersons. The administration shall train the department chairs in their contractual duties. It shall be the responsibility of the management and the department chairs to develop a handbook which shall assist the chairs in the performance of their contractual duties.

C. Term of Office. Department chairs shall normally hold office for a term of two years. With managerial and departmental agreement, a department chair may serve for one additional year for a total not to exceed three consecutive years. All previous chairpersons, including the incumbent, shall be eligible to run for re-election.

D. Evaluation. Department chairs shall be evaluated every two (2) years by the permanent/probationary and temporary unit members and classified staff of their department, and the management designated supervisor. Evaluation criteria and forms shall be negotiated between UPM and the District (Forms 8.12. D (a) & (b)).

1. The District may remove a department chair from office for failure to perform contractual responsibilities. The department chair may use the existing contractual grievance procedures if the unit member who held the position believes the removal to be unfounded, arbitrary, capricious, or in violation of any terms provided in the CBA.

2. Departments shall have the authority to remove a department chair from office for failure to communicate District information adequately, and for failure to communicate departmental interests fairly and in a representative manner. Removal from office by department members shall not be subject to the contractual grievance procedure.

E. Department Scheduling. The Office of Instructional Management shall provide the department chairs with the required scheduling materials for the Fall semester, no later than November 30th of the prior year and for the Spring semester, no later than May 31st of the prior year. The materials include but are not limited to:

1. Excel spreadsheet of prior term's course offerings for planning purposes.
2. Unit allocations,
3. Instructional memo.
4. Master schedule information.
5. Schedule builder instructions and link.
6. UDWC materials, including IR&D instructions and application information, which shall also be posted on the UDWC website with application due dates.

8.12.2 Responsibilities.

A. Responsibilities to the Department.

1. Conduct regularly scheduled departmental meetings and distribute minutes to appropriate bodies on campus. There shall be a minimum of one and a maximum of two required meetings per semester. At least one of the semester meetings shall be scheduled at a time that maximizes the ability of unit temporary day and evening department members to attend.

2. Assist departmental unit members in the development and/or modification of department curriculum.

3. In accordance with the provisions of the CBA and District policy, make a good faith effort to resolve scheduling disputes between and among department members.

4. Assist department faculty members in updating course descriptions and communicate these updates in writing within the department and to the appropriate instructional office(s).
5. Assure that proper forms for reporting absences are available to unit members within their department.
6. Develop and maintain current information in the college schedule, catalog, and other college publications.
7. Inform department members of funding proposals, including sharing information on funding opportunities.
8. Direct the work of assigned classified, student and non-student hourly staff.
9. Distribute notice of available intersession assignments to permanent/probationary unit members.
10. Participate in any required evaluation processes described in Article 7 of the CBA.
11. Distribute/collect UDWC packets to/from all department members and inform them of the consequences of late filings.
12. Ensure the election process follows the protocols set forth in 8.12.1.A of the CBA.
13. Ensure evening assignments comport with 6.4.2.g of the CBA.
14. Remind faculty of their contractual responsibilities.

B. Responsibilities to District.

The department chair shall:

1. Make recommendations on the organization of the department and coordination of the instructional program(s).
2. With the advice of unit members of the department, make a recommendation to the immediate supervisor for the purpose of determining the need, selection, recommendation, and appointment of those personnel who are not otherwise assigned in accordance with Section 6.8 of the CBA.
3. Find substitute staff, as per the provisions in 6.18 of the CBA.
4. Provide orientations for new unit members and/or staff in the department.
5. Encourage temporary faculty to attend department meetings.
6. Collect assignment preferences from departmental unit members for the purpose of recommending a department schedule. This schedule shall be in conformity with contractual mandates, program requirements, ADA requirements and to the extent possible, shall support faculty assignment preferences. This schedule shall be submitted to the supervising manager for approval. Review the Full-Time Instructor Assignment Sheets and ensure return to the supervising manager in order to comply with the deadline date for scheduling.
7. Notify the District of any required additions to and/or modifications of departmental facilities.
8. Supervise use of department facilities and equipment.
9. Represent the department at appropriate meetings and to the administration.
10. Return complete scheduling packet to the supervising manager by the deadline date(s). A complete scheduling packet shall include the following:
 - a) A completed *Full-Time Instructor Assignment Sheet* for each full-time faculty member and the scheduling sheets for part-time assignments.

b) Any UDWC faculty applications and related paperwork (attach to individual assignment sheet).

11. Work with the division dean regarding evening assignments pursuant to 6.4.2.g.

C. Curriculum/Instruction.

1. In collaboration with coordinators and supervising manager, hold one advisory committee meeting per academic year for career technical education programs.
2. Attend curriculum committee meetings as needed, and distribute the minutes of official meetings to selected campus and Departmental offices.

D. Budget.

1. After conferring with department faculty and staff, prepare and submit the total department budget. Be the spokesperson and advocate for the budget.
2. Exercise signatory authority on requests for purchase orders and maintain budget accounting and control of instructional equipment and supplies, field trips, hourly positions, requests for graphic arts, and for allocation of keys to classrooms.
3. Exercise signatory authority on requests for all non-unit members sending to the appropriate administrator.

E. Procedural

1. Attend no more than two (2) department chairs' committee meetings per month. A required department chairs' meeting may be scheduled during flex days prior to the start of a semester.
2. During the semester, respond to students' questions and assist faculty with resolving problems.
3. Initiate and sign Work Orders.
4. Respond verbally or in writing to requests from faculty and/or management concerning issues within the scope of the responsibilities of the department chair.
5. The department chairperson shall be responsible for non-certificated Personnel Action Forms and Time Card signatures.

8.12.3 Compensation.

The following department chairs shall receive compensation in the form of assigned time, reassigned time, overload, or banked units, at the option of the unit member, as indicated in the chart below.

Behavioral Sciences	3.0
Social Sciences	3.0
Career and Technical Education	3.5
Business and Informational Systems	3.5

College Skills	3.5
World Languages and Cultures	3.0
English and Humanities	3.5
Communication	3.0
Fine and Visual Arts	3.5
Performing Arts	3.0
Counseling	3.5
Math	3.5
Life and Earth Sciences	3.5
Physical Sciences	3.5
Library	3.0
Nursing	3.0

Department Chairs' unit compensation increase for the 2017-2019 CBA is based on the following formula:

- Compensation of three (3) units to departments with fewer than 326 total units for Spring 2017, Summer 2017, and Fall 2017.
- Compensation of 3.5 units to departments with 326 or more units during the same period.

The determination of unit compensation for Department Chairs shall not be subject to unit fluctuations that may occur within departments.

Compensation may be received in the form of reassigned time, with the option of the equivalent number of units being taken as overload or banked units at the discretion of the elected chairperson. Overloads are subject to Section 8.15, et seq.

8.13 Managers: Teaching

8.13.1 A manager may be assigned to no more than one (1) credit class per year, without UPM approval, except that there shall be no limit on the number of "contract" (non ADA generating) courses offered in the community service program which a manager shall be allowed to teach. In the event that no unit member volunteers to instruct the leadership course for student officers, the District may assign the Director of Student Affairs to teach said course. In the event that it becomes necessary to assign a manager to teach more than one (1) credit class, the District will provide the Union with at least ten (10) days' notice and an opportunity to negotiate the decision and effects of the proposed assignment on mandatory subjects of bargaining except as provided in 8.15.2 below. A credit class is defined, for purposes of this article, as one (1) class or three (3) units, whichever is larger, or 10% of a non-teaching assignment.

8.13.2 Managers shall not perform unit member duties if any qualified unit member is on partial or complete layoff and possesses any of the unit member's 39 months of rehire rights and elects to return and perform the available unit member duties.

8.14 **Permanent Unit Member - Reduced Load**

8.14.1 Salary and Benefits on Reduced Load. A reduced load, with proportionate salary reduction, requested for professional or personal reasons, may be granted to a permanent unit member. Except for salary reduction, all other District benefits shall continue in full, and the unit member shall advance on the salary schedule.

8.14.2 Minimum Unit Load. The minimum number of units (or its equivalent) a unit members must be assigned is eighteen (18) units per year, or nine (9) units if the reduction is only for one (1) semester. If a permanent unit member elects a reduced load to less than sixty percent (60%) in one (1) year, District benefits and advancement on the salary schedule shall be proportionately reduced; however, a reduction to less than sixty percent (60%) shall be for no more than two consecutive fall/spring or spring/fall semesters, unless granted in connection with a disability accommodation or other legal duty to provide a reduced load.

8.14.3 Application for Reduced Load. A permanent unit member shall apply to the Union/District Workload Committee (UDWC) (as defined in 8.3) for reduced loads (Form F 8.14). Requests should be submitted to the department chair, coordinator or manager at least one (1) week prior to the deadline date for scheduling the semester in which the proposed leave would occur. The two categories of reduced load are: a) 20% and under, and b) over 20%.

a) Reduced loads not exceeding three (3) units, one course, or 20% of non-credit or noninstructional load shall be approved.

b) Requests in excess of 20%, shall require demonstrated need in at least one of the following categories, 1) medical, 2) personal necessity, 3) educational, 4) financial, and/or 5) job-sharing.

8.14.4 Criteria for Granting Requests for Reduced Load. Reduced loads shall be awarded in accordance with the criteria established by the UDWC on a case-by-case basis. The UDWC shall recommend to UPM and the Superintendent/President all other issues pertinent to the granting of these reduced loads including but not limited to the use and payment of substitute faculty. UPM and the Superintendent/President may determine additional criteria and, if so determined, these shall be the criteria used by the UDWC for the granting of reduced loads. Any criteria not agreed to by UPM and the Superintendent/President shall be submitted to binding arbitration by either party. The criteria finally agreed upon, and only those criteria, shall be utilized by the UDWC and management in recommending and approving reduced loads. UWDC shall, by majority vote, recommend reduced loads to the supervising Vice President for approval.

8.14.5 Grievance Provision for Denial of Reduced Loads. Applicants for reduced loads who are denied said reduced loads may appeal via the provisions in the Grievance Article of this contract.

8.14.6 Reduced Load for Non-Instructional Unit Members. Non-instructional unit members may, subject to the limitations and criteria identified in this article, **choose to** reduce their workload through the following methods:

a. By selecting specific dates and/or times within a semester equivalent to the permissible reduced load for instructional faculty, measured by the reduction of assigned time. Approval for this method may be withdrawn if the District is unable to secure reliable part time coverage for the dates and times that the member is not working. If approval is withdrawn, the member may implement a reduced load under 8.14.4(b).

b. By selecting any single block of consecutive days of a semester equivalent to the permissible reduced load provided in 8.14.3 of the CBA.

Provisions contained in this section shall neither limit nor detract from section 8.6 of the CBA.

8.15 **Overload**

8.15.1 Regular Overload. A regular overload is a voluntary assignment of a permanent/probationary unit member to additional teaching, counseling, librarianship or other unit member duties. Regular overload is distinct from overloads provided for in Article 8.3.2 of the CBA.

8.15.2 Other Overload. All other overloads are voluntary assignments of a permanent/probationary unit member beyond those required of a full-time unit member in those areas. These assignments include duties performed in connection with instructional grants, and all other activities defined in Article 8.3.2 (I-VI) of the CBA.

8.15.3 Overload Limits.

8.15.3.1 Maximum Regular Overload Limit. The maximum regular overload (as defined in Article 8.15.1) for permanent/probationary unit members shall be one (1) class, three (3) units, or twenty percent (20%) of a full-time load per semester, whichever is greater.

8.15.3.2 Maximum Other Overload Limit. The maximum number of other overload assignments per semester shall not exceed the equivalent of six (6) units or forty percent (40%) of the full-time load per semester, except as provided for in 13.12 of the CBA.

8.15.3.3 Maximum Combined Overload Limit. In no case shall a permanent/probationary unit member receive a combination of regular and other overload (regardless of funding source) that exceeds the equivalent of nine (9) units, except as provided for in 13.12 of the CBA.

8.15.3.4 Exceptions to Overload Limits.

1) Except for assignments outside the unit member's defined work year, and substituting within the work year, a regular overload of more than one (1) class, three (3) units, or 20% of a full-time load per semester (whichever is greater), shall be the exception and shall be made only for a limited period when course coverage or other services cannot be reasonably provided otherwise.

2) In the event that the limit on overload units, as defined in 8.15.3, is exceeded in a unit member's assignment by less than one teaching unit or its equivalent, that unit member's workload shall be considered as being in compliance with Articles 8.15.2 and 8.15.3. Under no circumstances shall any part of this article alter the provisions set forth in Article 13.12 of the CBA.

8.15.4 Non-Instructional Overload Compensation. Any counselor, librarian, or other noninstructional unit member (as defined in Article 1.3) who accepts additional hours within the 175 day period during the academic/fiscal year is shall be entitled to be compensated at the overload rate. Any counselor or other non-instructional unit member (as defined in Article 1.3) who works in either of the following two circumstances shall be entitled to be compensated at the intersession rate:

a) when the unit member has completed 175 days (or equivalent number of hours) required by the CBA but before the commencement of the new academic/fiscal year; or

b) when the unit member works during the six week or five-week duty free period guaranteed in Article 8.6.2 of the CBA.

In no case shall the wording of this article infringe upon the right of the District to schedule up to 75% of the Counseling staff throughout the fiscal year as expressed in Article 8.6.2 of the CBA.

8.15.5 Overload/Temporary Hour to Unit Compensation Formula. Overload assignments and part-time temporary credit including, but not limited to, librarians and school nurses employed during a semester, shall be compensated at the following rate:

Hours to be worked will be computed as a percentage of 599 hours and converted to units for pay purposes (e.g. hours to be worked divided by 599 x 15 units equals hour per unit ratio).

8.16 Intersession Assignment

An intersession assignment is a voluntary assignment during an authorized intersession. Except for the special circumstances regarding courses and other duties extending beyond the regular semester as defined in 8.21, this assignment is outside the regular assignment and may occur only for a period between the last day of the spring semester and the first day of the following fall semester, or between the last day of the fall semester and the first day of the following spring semester or during the unassigned hours of a unit member working a fiscal year (see 8.21 (a)). It shall not include activities such as field trips which take place during the intersession period but which are part of a regular course taught during the regular academic year. At the department meeting on the mandatory staff development day of the spring semester and prior to the assignment of intersession work, a notice of the proposed

intersession schedule shall be distributed to all permanent/probationary unit members who meet minimum qualifications. At that time, department chairs shall accept requests for intersession assignments. Should the number of permanent/probationary applicants/volunteers exceed the number of available unit assignments, intersession assignments shall be awarded on a rotational basis to permanent/probationary unit members regularly assigned to that department or service. The remaining unassigned intersession units shall be filled at the discretion of the District.

8.17 Faculty Hiring

A unit member shall not be required to participate in faculty hiring procedures or on selection committees. Refusal to participate shall not constitute a violation of the employment terms set forth in the CBA. Unit members who voluntarily agree to serve on selection committees shall be subject to the mandatory selection committee training requirements set forth in Title 5 of the California Code of Regulations. Such mandatory training will be provided in the manner set forth in Article 9.8.

8.18 Special Skills Courses

Special skills courses are courses requiring limited special skills unlikely to be possessed by persons of more general qualifications. Departments shall identify such courses to the UDWC for approval. The identification of these courses shall be made solely for the purpose of the assignment of ETUMs as defined in 6.8.4.1. Special Skills courses shall be assigned to any permanent/probationary unit member or qualified temporary unit member in a discipline and/or department, based on seniority. In the case where there are no permanent/probationary unit members or qualified temporary unit members in the unit to teach Special Skills courses, the District may offer an assignment to an employee from outside the unit with Special Skills qualifications using the expedited hiring process.

8.19 [DELETED]

8.20 Distance Learning Courses

8.20.1 Definitions.

a. Online courses are courses in which 100% of instruction takes place entirely online with no mandatory face-to-face meetings, synchronous visits, and/or campus visits. Instructional time follows the Carnegie unit, which means that faculty must plan an approximate one-to-two ratio of instructional time to homework and study.

b. Hybrid courses are courses that provide instruction both online and face-to-face with at least one mandatory on-campus meeting. Mandatory meetings are regularly scheduled and the dates are posted in the schedule of classes. Students are informed of mandatory meetings in the schedule of classes. Instructional time follows the Carnegie unit, which means that faculty must plan an approximate one-to-two ratio of instructional time to homework and study.

8.20.2 No Requirement to Teach Distance Education: Online/Hybrid Courses. A unit member shall not be required as part of the unit member's assigned workload duties to teach online/hybrid courses. All members who teach online/hybrid courses shall follow the requirements and guidelines set forth in AP 4105. The cost of any training required for meeting the requirements stipulated in AP 4105 shall be paid by the District.

8.21 Extended Workyear

All unit members, except counselors, may perform unit work outside the 175 days of the academic year (as defined

in Articles 8.2 and 9.1) as part of the unit member's regular load, providing that the following conditions prevail:

- the course or other unit work (as approved by UDWC) commence in the regular semester as defined in Article 9.1 and that at least 75% of the course or duty takes place during the regular semester;
- that compensation for that part of the course or duty that goes beyond the official semester as defined in Article 9.1 shall be at the same rate as provided for service during the 175 days of the academic year; and
- that the unit work is accepted by the unit member on a strictly voluntary basis as defined in Article 6.4.1.10.
-

In no case shall the provisions of this article contravene the work year provisions for counselors as described in Article 8.6.2 or for coaches, as described in Article 8.10. Nor shall it affect the current practice with regard to the offering of field-trips, as described in Article 8.16.

8.22 Lecture/Laboratory for Credit/Noncredit Course Workload

The UDWC shall review and recommend teaching units and/or service hour values to all new credit courses/assignments in the District, and for all modifications of existing credit course teaching unit allocations and/or service hour values. See 8.3.d of the CBA.

8.22.1 Operational Definitions. The following operational definitions shall be used in the assignment of credit courses teaching units and/or service hour values:

Category A: Lecture

The presentation of course content in a classroom under supervision of the instructor of record. The course content, in accordance with the official course outline, may be complemented by discussion, presentations, role playing, small group activities and field trips. Lecture may stand alone without any attached lab experience.

Category B-1: Studio

The presentation of course content in a studio setting under the direct supervision of the instructor. Students are expected to prepare for and engage in theatrical or fine arts assignments, which are discussed, critiqued and monitored continuously by the instructor. Instructor supervised demonstrations and performances are designed to assist the student in reaching a satisfactory level of skill through repeated exercises.

Category B-2: Laboratory

The presentation of course content in a laboratory setting under direct supervision of the instructor of record. Students are expected to prepare for upcoming lab sessions. Students are performing experiments and recording results in lab reports. Generally, experiments are not repeated for skill building. Laboratory exists as an integral part of the course for proof of learning and may or may not be taken in conjunction with the lecture component of the class.

Category B-3: Math Lab

Instructors provide one-on-one and group math instruction for students in regular and self paced math courses in the math laboratory. Students learn different strategies for solving mathematical problems via working in groups with other students and one on one with the instructor.

Category C: Practicum

The presentation of course content in a practicum or clinical setting, under direct supervision of the instructor of record. Students may be directed to the use of media, computer technology or patient experience. Students may proceed at the direction of the instructor or preceptor at his/her own pace for advancement to a higher level within the course content. Students not involved in independent activity may be involved in direct one on one communication with the instructor of record. Practicum is where students require a high amount of practice with instructor supervision to reach the level of skill required for specific courses within the discipline.

Category D: Activity

The presentation of course content in an activity setting under direct supervision of the instructor of record. The student participates, under continuous direction, monitoring and correction by the instructor, in course activities to enhance psychomotor skills. Activity is where the student participates with the instructor acting as leader and/or facilitator of the activity.

8.22.2 Lecture/Laboratory Unit Values: The following lecture/laboratory unit values shall be used in the assignment of teaching units and/or service hour values:

- Category A:** One Hour = 100% of a teaching unit
- Category B1:** One Hour = 83% of a teaching unit
- Category B2:** One Hour = 83% of a teaching unit
- Category B3:** One Hour = 75% of a teaching unit
- Category C:** One Hour = 70% of a teaching unit
- Category D:** One Hour = 67% of a teaching unit

8.22.3 Procedure for Assigning Lecture/Laboratory Unit Values

1. Any time during the academic year, a unit member or discipline representatives may either modify the official course outline to reflect actual classroom or propose a course outline for a new course.
2. The course outline should be submitted to the UDWC for approval of teaching units assigned to the course and then forwarded to the Curriculum Committee for their review and recommendation.
3. If the UDWC cannot reach a majority recommendation for a unit assignment the Superintendent/President shall make the final unit assignment.
4. Throughout the aforementioned procedure, the UDWC and/or management may consult with the appropriate department chair, faculty, and/or District staff with special expertise to assist in determining the feasibility of proposed changes.
5. If the final unit assignment is disputed by the unit member or the discipline representatives, a unit member may appeal via the provisions in Article 12: Grievance of the CBA

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

8.23.1 Site Supervisor. The following job assignments and duties are determined after consultations with management. Site Supervisor shall be assigned 25 hours per week in the classroom and an additional 10.5 hours per week on site and 2 hours of unassigned prep time. Responsibilities will include all duties of Lead Teacher, as described in Article 8.23.3, and additional responsibilities for site administration, including but not limited to: site administrative meetings; staff communication and development; coordinating temporary staff attendance at site meetings; coordination of parent education, referrals, support and Advisory Committee; recommendations to Director on organization and coordination of facility and programs, and staff/substitute hiring and scheduling; application of Title V guidelines for family eligibility and site requirements; supervision and implementation of family intake process; maintenance of Title 22 licensing requirements of facility and program; communication with Director regarding budget and fiscal concerns; communication with management, other departments of the College and the community; supervision of work study students, student teachers and volunteers; orientation of new employees and volunteers in the program; responsible for non-certificated PAF forms and time cards signatures; supervising meal planning and the food program; participation in the development and evaluation of program quality, philosophy and planning.

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

8.23.3 Teacher. The Site Supervisor, after consultation with the unit member and to the extent possible, shall attempt to accommodate unit member preferences when determining the following assignments. Teachers shall be assigned 32.5 hours per week in the classroom and 2 hours of unassigned preparation time. Teachers shall be assigned an additional three (3) hours per week for classroom and program responsibilities, including but not limited to staff and parent meetings; staff development activities; consultation and committee work; child observations; curriculum and

meal preparation; and other related duties. Less than full-time assignments shall be prorated according to the same time assignment ratios.

8.23.4 Intersession Assignment/Additional Workload. For the purpose of site preparation and family registration all Children's Center unit members assigned intersession work shall immediately prior to the start of the intersession be assigned eleven (11) hours of additional work. Said work shall be compensated at an hourly rate as determined by their placement on the Children's Center Salary Schedule.

8.23.5 Work Assigned Outside the Academic Year. For the purpose of site preparation and family registration, all Children's Center unit members shall immediately prior to the start of the Fall and Spring semester flex period of each academic year, be assigned 11 hours of additional work. Said work shall be compensated at an hourly rate as determined by their placement on the Children's Center Salary Schedule.

8.24 Nursing Faculty Workload

8.24.1 Full-time permanent/probationary unit members in nursing work 37.5 hours per week including four (4) assigned office hours and 15 teaching units per week assigned in accordance with section 8.22 through 8.22.3. Pursuant to Articles 3.10 and 8.5 and with faculty concurrence, additional office hours may be assigned as overload units.

8.24.2 Off-Campus Clinical/Community Agency Placements for Students. When a faculty member is the instructor of record for an off-campus clinical course he/she shall perform the duties outlined below (i.e. 8.24.2.1 through 8.24.2.5). As provided for in Article 7 of the CBA, regularly scheduled evaluations shall include a clinical observation.

- a) Identify, secure and evaluate the clinical placements for students required to meet course objectives in collaboration with the operational support responsibilities of the Program Administrator-Health Sciences and under the regular supervision of the Director of Nursing.
- b) Develop the student rotation schedule for the clinical/community placements;
- c) Submit a copy of all communication with agencies to the Director of Nursing and the Program Coordinator of Health Sciences;
- d) Meet with staff in the clinical/community agencies for orientation, for coordination of instruction of students, for resolution of student-staff conflicts, for faculty-staff evaluation of the experience and to provide required student information.
- e) Evaluate students' clinical competencies including initiating an Educational Agreement if there is unsafe clinical performance.

8.24.3 During the remaining unassigned hours, in addition to course preparation and the evaluation of student, full-time permanent/probationary unit members in Nursing shall, to the best of the unit member's ability, contribute to the list of professional activities required by the regulatory and accrediting agencies as enumerated below. Evaluation shall be done in accordance with Article 7.2.5 E of the CBA for probationary unit members only.

8.24.3.1 Curriculum Development/Program Evaluation

Unit members in nursing may:

- a) Collect and summarize course evaluations from students in order to evaluate course content according to the calendar in the Program Evaluation Plan.
- b) Participate in curriculum development in order to meet the requirements for licensure by BRN and accrediting agencies.
- c) Participate in the development and the implementation of the Program Evaluation Plan.
- d) Recommend revisions to the RN Student Handbook to the RN Program Chair/Assistant Director of Nursing.

8.24.3.2 Program Regulations/Program Accreditation

Unit members in nursing may:

- a) Participate in the revision or development of Program regulations and procedures as required by accrediting bodies and to maintain patient safety.
- b) Participate in faculty meetings and all program committee meetings as assigned.
- c) Participate in updating and maintaining the Nursing faculty library.
- d) Develop regulatory report for Board of Registered Nursing continuing Approval, and accreditation report for maintaining accreditation. This occurs on an irregular basis – BRN every five (5) years; NCNAC every eight (8) years. When this occurs, the District shall negotiate compensation.

8.24.4 Faculty Assistant Director of Nursing

The Nursing Department Chair shall function as the BRN approved Assistant Director of Nursing. The Assistant Director shall function under the supervision of the Director.

The Faculty Assistant Director of Nursing shall be responsible for the following duties:

- Assist in the on-going orientation of new RN faculty.
- Schedule and preside over bi-weekly departmental meetings.
- Take lead in reviewing and revising program curriculum.
- Overseeing all aspects of the program evaluation process as required by the Board of Registered Nursing.
- Document all program decisions from monthly departmental meeting minutes.

8.24.5 Clarification of the Off-site Clinical Laboratory Workload and 240L Assignments

No.3 - Nursing [off-site clinical laboratory only] is applicable to the following course only – 135L, 140L, 210L, 212L, 214L, 216L and 225L. Laboratory compensation for these courses shall increase to 100% as defined in Section 8.22. Regarding 240L, this compensates faculty for the level of responsibility they assume in this course and for being “on-call.” There are no oncall situations on Sundays or during assigned lecture or laboratory. The Nursing instructor(s) of record for 240L courses, based solely on their professional judgment, shall determine the appropriate response to “on-call” contacts.

8.25 Coordinators

8.25.1 Definition. The Unit definition of 1.1 shall include coordinators.

8.25.2 Positions. The District may at its discretion staff the coordinator positions listed below. In all instances when the District intends to staff a coordinator position, it shall offer the coordinator assignments to unit members per the provisions of this Article. If no unit member accepts the position, it shall not be filled.

Faculty Assistant Director of Nursing	1.0 TU (Teaching Units) per semester
Coordinator of AutoTech/Auto Body Collision Repair Tech...	2.0 TU (Teaching Units) per semester
Coordinator of Biology Lab KTD	2.0 TU (Teaching Units) per semester
Coordinator of Business Skills KTD	1.0 TU (Teaching Unit) per semester
Coordinator of Business Skills IVC	1.0 TU (Teaching Unit) per semester
Coordinator of Computer. Information Systems KTD.....	2.0 TU (Teaching Units) per semester
Coordinator of Computer Science (KTD)	1.0 TU (Teaching Unit) per semester
Coordinator of Court Reporting	3.0 TU (Teaching Units) per semester
Coordinator of Dental Assist. Program	3.0 TU (Teaching Units) per semester
Coordinator of Early Childhood Ed.....	3.0 TU (Teaching Units) per semester
Coordinator of Environmental Landscaping	3.0 TU (Teaching Units) per semester

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Coordinator of ESL Lab	2.0 TU (Teaching Units) per semester
Coordinators of Fine & Visual Art Programs:	
Ceramics & Sculpture	1.0 TU (Teaching Unit) per semester
Coordinator of Medical Assisting	3.0 TU (Teaching Units) per semester
Coordinator of English WC and OWC Lab	3.0 TU (Teaching Units) per semester
Coordinator of English Skills	2.0 TU (Teaching Units) per semester
Coordinator of Emergency, Medical Tech (EMT)	2.0TU (Teaching Units) per semester
Coordinator of ESL Non-credit	3.0 TU (Teaching Units) per semester
Coordinator of Library (Library Facilitator).....	4.5 TU (Teaching Units) per semester
Coordinator of Math Lab KTD	2.0 TU (Teaching Units) per semester
Coordinator of Math Lab IVC	2.0 TU (Teaching Units) per semester
Coordinator of Multimedia Studies Program	1.0 TU (Teaching Unit) per semester
Coordinators of Performances:	
Dance	2.0 TU (Teaching Units) per semester
Drama.....	2.0 TU (Teaching Units) per semester
Music.....	2.0 TU (Teaching Units) per semester
Coordinator of Kinesiology.....	2.0 TU (Teaching Units) per semester
Coordinator of Statway/Math Skills Pathway/Math Summer Bridge.	4.0 TU (Teaching Units) per semester
Coordinator(s) of Student Learning Outcomes.....	15.0 TU (Teaching Units) per semester
Coordinator of Work Experience.....	2.0 TU (Teaching Units) per semester
Coordinator of the Art Gallery.....	4.0 TU (Teaching Units) per semester
Coordinator of Learning Communities	3.0 units per semester
Coordinator of Educational Support Program	3.0 units per semester
Coordinator of English Summer Bridge	2.0 units per semester
Coordinator of Humanities 101	3.0 units per semester
Coordinator of Distance Education	3.0 units per semester
Coordinator of Math Jam	2.0 units in the spring semester
Coordinator of CIS	2.0 units per semester

8.25.2.1 Deletions and/or Additions. Any deletions, or other changes to the list above (including unit allocations) shall require a negotiated agreement between UPM and the District. Approved coordinating positions shall be added to the list in 8.25.2.

8.25.3 Compensation and Development of Duties. Coordinators shall be compensated by assigned time, reassigned time, overload or stipends as designated at the discretion of the unit member and as defined in Article 8 of this agreement.

UPM and the District shall agree on a list of responsibilities for coordinator positions. This may occur when a new coordinator position is created, the unit allocation is adjusted, or when an existing position becomes available and the District has determined to continue staffing it. A copy of these responsibilities shall be submitted to UDWC and made available on the District and UPM websites.

8.25.4 Application and Selection. When the District offers a coordinator position, the Senior Vice President shall notify UDWC, which shall post a call for applications from eligible unit members. All interested unit members must apply to UDWC for consideration of the coordinator assignment.

Per 8.3.g and 8.3.6 Category VI of the CBA, UDWC shall develop mutually agreed upon selection criteria applicable to all coordinators. In order to ensure expertise in UDWC’s screening process for coordinators, the UPM President shall appoint two faculty members from the discipline overseen or associated with the vacant coordinator position to act in place of UPM’s regular UDWC representatives for the coordinator screening committee selection process. The District may also appoint alternate members to UDWC for this purpose.

Applicants shall first be screened for qualifications based on the selection criteria developed by UDWC. Only those who minimally meet the qualifications will be interviewed. UDWC shall forward by majority vote those candidates that it considers to be well qualified for the position. UDWC shall nonetheless send forward at least two candidates unless by a majority vote the UDWC concludes that there are not two minimally qualified candidates. The UDWC may also ask to meet with the Vice President regarding its recommendation. The Senior Vice President shall make the final selection based solely on UDWC’s recommendation and the criteria developed per 8.3.g and 8.3.6 Category VI.

8.25.5 Eligibility. To be eligible, the unit member must:

- a) Be a member of the department(s) or discipline overseen by or associated with the coordinator position (if applicable); and
- b) Have received a satisfactory evaluation in the member's most recent evaluation cycle.

Unit members in the department or discipline overseen by a coordinator position may propose splitting the position between two or more unit members. For UDWC to accept such an application for consideration, all unit members involved in a split assignment must provide their written consent, along with a clear outline of how those duties are to be distributed.

8.25.6 Term. Coordinators shall serve for two (2) years but may have their appointment extended in two year increments if no other applicants request consideration, after compliance with the selection process described in section 8.25.4. A coordinator may resign or be terminated under any of the following conditions:

- a) The coordinator requests the termination in writing to the District.
- b) The District determines, at its discretion, to cease staffing the coordinator position in question at the end of the current academic year.
- c) The coordinator ceases to meet the eligibility criteria.
- d) The coordinator fails to perform the responsibilities associated with the position.\

If the coordinator is associated with a specific department or discipline, then departmental and/or discipline unit members shall have the authority to remove a coordinator from office for failure to perform the responsibilities associated with the position. Removal from office by departmental unit members shall not be subject to the contractual grievance procedure.

The District may remove a coordinator from office for failure to perform contractual responsibilities. The coordinator may use the existing contractual grievance procedures if the unit member who held the position for at least two semesters believes the removal to be unfounded, arbitrary, capricious, or in violation of any terms stipulated provided in the CBA.

ARTICLE 9: CALENDAR

9.1 Academic Year/Final Examinations

The academic year for credit classes shall consist of two (2) semesters of a maximum of sixteen (16) workweeks each and shall include the time used for administering any final exam. For unit members, the days of the academic year shall be no more than one hundred seventy-five (175). Sundays and holidays shall not be counted as days of the academic year. The hours assigned for final examinations shall not exceed the hours per week for the scheduled course.

9.1.1 Commencement. Commencement shall be held during the last week of the spring semester and 50% of the permanent/probationary unit members who are not assigned to other duties shall attend and participate in commencement exercises of two hours duration. The District will designate permanent/probationary unit members beyond volunteers who must attend, however, no permanent/ probationary unit member shall be required to attend two consecutive commencement exercises. Failure to attend an assigned commencement exercise shall constitute an absence (failure to report said absence shall make the employee subject to the provisions of Article 24 of the CBA).

9.2 Academic Calendar

The academic calendar year shall be in conformance with the calendar established by the Marin Community College District. It is the expressed intent of the District and of UPM to accept the results of a joint committee on the calendar.

9.3 Calendar Committee

The Calendar Committee composed of two (2) members, one (1) appointed by UPM and one (1) appointed by the District, shall submit a calendar proposal for the following academic year and for intersession(s) by November 1 for ratification by UPM and the District. In the event the Committee is unable to agree on a calendar by that date, or either party fails to ratify the committee proposal, the calendar shall become subject to negotiations upon request by UPM. UPM recognizes that, if negotiations do not result in agreement on the calendar by December 15, it will be necessary for the District to publish a calendar, pending further negotiations on the issue.

9.3.1 Children's Center Calendar. The Children's Center Calendar shall be the same as the Credit Academic Year Calendar.

9.4 Intersession/Non-Credit Offerings

The Board may, at its option, establish intersessions at each campus.

9.5 Non-Credit Calendar

The District shall meet and confer with UPM, through the Calendar Committee, concerning the non-credit calendar. Sixty-six and two-thirds percent (66-2/3%) of non-credit classes shall be offered within the academic calendar period for credit classes.

9.6 Holidays

Holidays shall be those stated in the relevant sections of the California Education Code for the District. Consistent with Education Code Section 84890 and Title 5 California Code of Regulations Sections 55702, 55720, 55722, 55724, 55726 and 55728, a flex calendar may be in effect.

9.7 Mandatory Staff Development

Mandatory staff development shall be scheduled for no more than two (2) days. One four hour day preceding the first day of instruction of the fall semester, and one four hour day preceding the first day of instruction of the spring semester. These days will be dedicated to two (2) hours for district directed presentations and two (2) hours for department meetings each semester. In addition, prior to the first semester of employment there shall be one required orientation day for newly hired unit members which will precede the mandatory staff development day for all faculty.

9.8 Training Mandated by State and Federal Law

Where training of some or all unit members is required by state or federal law, it shall be the responsibility of management to provide the training to the affected unit members. The District sponsored State or Federal mandatory training shall be scheduled for a maximum of four (4) hours per day either during the flex days or throughout the academic year (as approved by the Staff Development Committee) so that attendance by unit members constitutes a valid flex activity. The District shall also offer at least one make-up training session for faculty required to receive the training who did not attend the flex day training. Make up training will be scheduled during the contractual work week.

In the event mandatory training requires more hours than those dedicated to flex, additional hours of training shall be scheduled within the assigned hours of the contractual work week of the unit members who attended the flex training and for whom additional training is mandatory, to the extent possible. Where such additional hours of training are scheduled outside a member's assigned hours, the member shall be paid at the stipend rate for the time in training. The District and Staff Development Committee may also identify non-District sponsored "offsite" training that satisfies the particular legal requirement that unit members may attend in lieu of the District sponsored training.

ARTICLE 10: CLASS SIZE

10.1 Minimum Class Size

10.1.1 Normal Class Size. The class size for credit classes shall normally be no less than fifteen (15) enrollees, while College of Marin maintains its status as a Basic Aid District, with it being provided that management is authorized to maintain a limited number of classes of fewer than fifteen (15) enrollees (in accordance with Article 10.1.3 of the CBA) and to cancel classes pursuant to the provisions of Article 10.1.2 below.

10.1.2 Exceptions to Normal Class Size. Exceptions to the minimum of fifteen (15) enrollees may be made by the District in classes required for graduation, for a major, or for a career, in classes offered irregularly, in classes which can be offered only in limited classroom or laboratory facilities, in classes which are part of an experimental or pilot program, in classes subject to statutory or state regulation controlling class size, and in classes whose cancellation would constitute a financial hardship to the District or educational disadvantage to the student. Exceptions to the minimum of fifteen (15) enrollees shall be made if the unit member involved is permanent/probationary and if there are no courses available for which the unit member is minimally qualified.

10.2 Maximum Class Size

10.2.1 Procedure for Setting Maximum Class Size. The maximum class size for registration purposes for existing courses shall be that set forth in the *Master Course List* in effect for the Spring Semester 1996, for each campus, as approved by the MCCD Governing Board. Any increases are subject to negotiations by the parties and shall only occur where it is legally permissible, physically possible and not in violation of established safety practices. In the event the first census reports (CAM 005) for any course shows a class enrollment of at least three (3) greater than the newly established class maximum, supplemental assistance such as readers, clerical help, supplies, etc., shall be provided to the instructor upon his/her written request. That instructor and the appropriate Dean shall meet to determine the type and amount of supplemental assistance. No class shall exceed the maximum without the instructor's approval.

10.2.2 Review by UDWC. The maximum class size limitations for the purpose of registration shall be reviewed by the joint Union-District Workload Committee.

10.2.3 Identical Classes: Different Class Size. It is recognized and agreed that the establishment of maximum class sizes will result, in certain instances, in identical or substantially identical classes having different maximum class sizes at the two (2) campuses.

10.3 Class Size – Children's Center

Class size shall be determined by the California State Regulations governing Children's Center Licensing. Minimum numbers of licensed staff and minimum numbers of licensed staff plus aides/assistants/interns/student trainees for specific classroom child populations are defined in Appendix B. These staff/child ratios shall not include licensed teachers when they are fulfilling their assigned hours other than classroom hours. For reasons of safety the District will make every effort to assure there are at least two staff on duty at all times. Minimum staff ratios shall be adjusted as necessary to reflect changes in California State Regulations (California Code of Regulations (CCR) Title 22). Except as specified herein, all other provisions of Article 10 do not apply to unit members assigned to the Children's Center.

ARTICLE 11: SAFETY

(Entire Article Applicable to Children's Center Unit Members)

11.1 It shall be a responsibility of the District to provide and maintain a physically safe and healthy work environment. The District, the UPM and each unit member will 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.

11.2 The District and the unit member shall comply with OSHA regulations.

11.3 Safety Committee

11.3.1 Composition. The Safety Committee shall be composed of four (4) members, two (2) appointed by UPM and two (2) appointed by the District.

11.3.2 Charge. The Safety Committee shall meet at least once every three (3) months to review safety conditions in the District and to consider written complaints from the employees regarding safety conditions.

11.3.3 Emergency Meeting. If any condition which constitutes a serious and immediate safety hazard comes to the attention of any member of the Safety Committee, that member may call an emergency meeting of the Committee, which shall meet within twenty-four (24) hours and present its recommendations to the Superintendent/President or designee. The Superintendent/President or designee shall respond within forty-eight (48) hours.

11.3.3.1 Non-Emergency Conditions. Under non-emergency conditions, the Safety Committee shall present its recommendations to the Superintendent/President who shall respond within forty-five (45) days.

11.4 Procedure in Event of Threat to Safety

A. If in the judgment of the unit member, an incident occurs in the classroom or laboratory that poses an immediate, serious threat to the physical health or safety of the unit member, students or staff, the unit member may cancel the class session(s) until the emergency has been alleviated.

B. In the event that a unit member cancels class pursuant to this section, the unit member shall take the following steps as soon as it is safe to do so:

a. Call 911 or campus police; and

b. Report the emergency to the unit member's immediate supervisor, to be followed by a written report within 24 hours. The immediate report should be by the means most likely to reach the supervisor quickly, consistent with the customary methods of communication between the unit member and supervisor. The immediate report should include: the class impacted; the nature of the emergency; and confirmation that 911 and/or campus police were contacted. If the communication is written (e.g. email or text) it should clearly indicate in the subject line and/or first sentence that it relates to an emergency situation.

C. Determination of appropriate action to alleviate the emergency, and whether the emergency has been alleviated, will be made by the appropriate first responders at the scene. Where the safety threat is caused by the physical environment in the classroom (e.g. a hazardous spill), the appropriate dean may alleviate the emergency by designating a temporary, alternate space to hold subsequent classes. The appropriate dean shall also be responsible for informing the unit member of the steps being taken to alleviate the emergency, and when the emergency has been alleviated.

D. Based on the information provided by the dean, the unit member shall be responsible for keeping his/her students informed of the status of the emergency and when classes are expected to resume.

11.5 **Mandatory Safety Training**

11.5.1 **Types of Training Required.** In courses where hazardous materials, chemicals and/or dangerous equipment are routinely used and which are subject to state or federal regulations mandating safety training for instructors and students, affected unit members shall be required to attend the applicable training programs mandated by the state or federal regulations.

11.5.2 **Schedule of Training/Flex Credit.** The District sponsored training shall be scheduled for a maximum of four (4) hours per day either during the scheduled flex days or throughout the academic year (as approved by the Staff Development Committee) so that attendance by unit members constitutes a valid flex time activity as defined by Article 9 of the CBA. Flex credit shall be given (up to four (4) hours per day). In the event mandatory training requires more hours than those dedicated to flex, additional hours of training will be scheduled in the 37.5 hour week. Unit members who participate in District approved "Offsite" Safety Training programs, as provided for in Section 9.9 of the CBA, shall be regarded as having met the requirements of this section. _

11.5.3 **Student Instruction.** Following the training and in accordance with the course description approved by the Curriculum Committee, unit members assigned to said courses shall instruct the students as to the proper use and handling of hazardous materials, chemicals and/or dangerous equipment.

ARTICLE 12: GRIEVANCE

(Entire Article Applicable to Children's Center Unit Members)

12.1 The prompt resolution of grievances is encouraged, and therefore the following procedure to accomplish this purpose is established. Unless otherwise stated in this agreement, all articles in the CBA are subject to grievance and binding arbitration

12.2 **Definitions**

12.2.1 **Grievance.** A "grievance" is an allegation by a grievant that he/she has been directly or adversely affected by a misapplication, a misrepresentation, or a violation of a specific provision of this Agreement. Grievances may also be filed by a unit member for allegations of discrimination, or violation of gender equity or Section 504 (Handicapped Access) Regulations.

12.2.2 **Grievant.** A "grievant" is a member of the bargaining unit (as defined by this contract) with an alleged grievance. UPM/AFT may grieve Articles 3 and 13, or as provided for in 12.5. UPM/AFT may also file an individual or group grievance on behalf of a unit member(s) provided UPM/AFT does not file such grievance without the unit member's (unit members') written authorization.

12.2.3 **Day.** A "day" is defined as any day during which District offices are open for business.

12.2.4 **Immediate Supervisor.** The "immediate supervisor" is the lowest level manager having immediate supervisory authority over the grievant or who has been assigned to adjust grievances.

12.3 **Grievance Filing**

12.3.1 **Who May File.** A grievance may be filed by a member of the bargaining unit or, with written authorization of the grievant, by a UPM/AFT representative on behalf of the grievant.

12.3.2 **Same Grievance/Multiple Grievants.** If the same grievance, or substantially the same grievance, is made by more than one (1) unit member, one (1) unit member may, on behalf of himself and all other grievants, file a grievance. The final decisions shall apply to all grievants and respondents.

12.3.3 **Grievance Form.** Forms for processing grievances shall be prepared by the District and UPM/AFT. The forms shall be printed by the District and given distribution by the parties (Form F 12.3.3).

12.4 **Representation**

12.4.1 **UPM/AFT Representation.** The grievant has the right to be represented at any step in this procedure by UPM/AFT; however, any grievant may at any time present the grievances and have such grievances adjusted, without the intervention of UPM/AFT, as long as the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until UPM/AFT has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within fifteen (15) working days and provided that no grievance proceeds to binding arbitration without the written approval of UPM.

12.4.2 **Meeting with Administrator(s).** No grievant at any stage of the grievance procedure shall be required to meet with any administrators concerning any aspect of a filed grievance without UPM/AFT representation.

12.5 Automatic Step 2 Level Grievance

12.5.1 Action of Central District Authority. If a grievance arises from the action of a central District authority, UPM or any other grievant may initiate such a grievance at Step 2, Paragraph 12.12.2, of the grievance procedure.

12.5.2 Action of Authorized Committee. If a grievance arises from the actions taken by a committee authorized by this contract, UPM or any other grievant shall initiate such a grievance at Step 2 of the grievance procedure.

12.5.3 Student Academic Grievance. If a grievance arises from the Student Academic Grievance Procedure or Article 24 of UPM/MCCD CBA, UPM or any other grievant shall initiate such a grievance at Step 2 of the Grievance Procedure.

12.6 Appropriate Grievance Step by Mutual Agreement

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

12.7 Time Limits/Access to Documents

12.7.1 Grievant: Time Limits. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits specified in this procedure may be extended in any specific instance only by mutual agreement of the parties in writing. Any step in the grievance procedure may be omitted with the mutual agreement of the parties to the grievance and the administrator at the level of such step.

12.7.2 UPM/Grievant: Access to Documents. The grievant or his/her representative shall have access to non-confidential records and documents which will reasonably be needed in preparation and/or resolution of the grievance.

12.7.3 Management: Time Limits. Time limits shall be strictly construed--if a manager fails to meet his/her contractual time limits, below the level of Step Two in the grievance procedure, the grievance will move automatically to Step Two; if the Superintendent/President fails to meet his/her contractual time limits at Step Two, and the grievant pursues the grievance to arbitration, the District shall pay all of UPM's costs of arbitration.

12.8 Written Notice by Certified Mail

Written notice required by this grievance procedure must be made by certified mail, return receipt requested. This requirement shall apply to the grievant and or the Union, and to the District.

12.9 Non-Retaliation

No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation. The fact that a unit member has filed a grievance(s) shall not be considered in personnel decisions nor in any recommendations for job placement, nor in decisions of awarding continuous contracts to probationary or contract members of the bargaining unit.

12.10 Filing A Grievance

12.10.1 Informal Resolution. UPM/AFT and the District recommend that the parties to a potential grievance, if possible, resolve their differences informally before entering the formal steps of this procedure.

12.11 Step One: Formal Communication and Resolution of Grievance.

12.11.1 Grievant Time Frame/Procedure. Within thirty (30) working days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the Union and the

grievant shall inform the immediate supervisor in writing in a clear and concise statement of the grievance, the specific section(s) of the CBA allegedly misinterpreted, misapplied, or violated, the circumstances involved, and the specific remedy sought.

12.11.2 Supervisor Time Frame/Procedure. Within ten (10) working days, the immediate supervisor shall communicate his/her decision, to the grievant and the Union.

12.12 Step Two: Appeal of Step One Decision

12.12.1 Grievant Time Frame/Procedure. Within thirty (30) days after the grievant has been notified of his/her immediate supervisor's decision on the grievance, the grievant or his/her representative, if he/she intends to appeal, shall present the grievance on the prescribed form to the Superintendent/President or his/her designee.

12.12.1.1 Automatic Step 2 Level Grievance. If a grievance is as described in Article 12.5 of the CBA, the grievant shall, within the thirty (30) working days as described in section 12.11.1, present the grievance on the prescribed form to the Superintendent/President or his/her designee.

12.12.1.2 Grievance Document. The grievance shall contain a written clear concise statement of the specific section(s) of the CBA allegedly misinterpreted, misapplied, or violated, the circumstances involved, and the specific remedy sought.

12.12.2 Management Time Frame/Procedure. The Superintendent/President, or his/her designee, shall communicate in writing their decision within twenty (20) working days from the date on which they received the grievance. A copy of the formal written grievance shall be sent the grievant's supervisor at the time of its reception by the Superintendent/President.

12.13 Step Three: Binding Arbitration

12.13.1 UPM Agreement to Arbitration/Request Procedure. In the event that the grievance has not been resolved to the satisfaction of the grievant in Step Two, the grievant may request arbitration if the grievant obtains UPM's written agreement. The grievant shall submit in writing to UPM a request for arbitration, said request must be sent to UPM no more than fifteen (15) days after the grievant has received notification of the Superintendent/President's decision. Submission of the required forms for binding arbitration shall be made to the Superintendent/President within thirty (30) working days after UPM has received notice by the District of the Superintendent/President's decision.

12.13.2 Selection of Arbitrator. The selection of an Arbitrator shall take place by selecting an odd number of potential Arbitrators from lists provided by the American Arbitration Association. The usual method of "striking" names from the list until one name remains will be used to select the arbitrator. A coin flip will be used to determine which party "strikes" first. The parties shall each bear the burden of one half of the Arbitrator's costs, and shall each bear their own separate legal and research costs.

12.13.3 Arbitrator: Jurisdiction & Authority. The District and UPM agree that the jurisdiction and authority of the Arbitrator will be confined exclusively to the interpretation of the express provisions(s) of the CBA between UPM and the District. The Arbitrator shall have no authority to add to, subtract from, alter, amend, delete or modify the provisions of the CBA between UPM and the District. However, the Arbitrator shall expressly have the authority to make monetary or other arbitration awards as he/she deems proper. The decision of the Arbitrator shall be communicated to both parties simultaneously and shall be final and binding.

12.13.4 Waiver: Statutory Remedies/Right to Any Legal Process. Processing a grievance beyond Step Two shall mean the grievant and/or UPM, and the District, expressly waive any right to statutory remedies and any right to the exercise of any legal process other than as provided for by this grievance/arbitration

procedure. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

12.14 **Miscellaneous**

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

12.14.2 **Grievant: Conformance to Original Decision of Supervisor.** Until final disposition of a grievance takes place, the grievant is required to conform to the original decision of his/her immediate supervisor.

12.14.3 **Confidentiality of Process/Grievance Materials.** All documents, communications and records pertaining to a grievance shall be filed in a separate grievance file at the District office. During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private, subject to the provision of the Brown Act. The grievant, or UPM/AFT, shall be permitted to examine and/or obtain copies of materials in such grievance files.

12.14.4 **UPM/Grievant: Access to Non-Confidential Records & Documents.** The grievant or his/her representative shall have access to non-confidential records and documents which will reasonably be needed in preparation and/or resolution of the grievance.

12.14.5 **Release Time.** The grievant, his/her representative, and necessary witnesses shall be provided time off from duties, without loss of pay, for attendance at conferences and/or hearing held pursuant to this Article 12.

ARTICLE 13: BOARD/AGENT RELATIONS
(Entire Article Applicable to Children's Center Unit Members)

13.1 Distribution of CBA

Rights and benefits of unit members as set forth in this Agreement shall be made part of any individual contract of employment issued to any unit member. Copies of this Agreement shall be printed at the expense of the District within forty-five (45) days after it becomes effective and a copy distributed to each unit member now employed or hereafter employed, (with thirty (30) additional copies for UPM/AFT printed at the shared expense of the District and UPM/AFT). If such printing is not done on District equipment, it shall be done by union printers.

13.2 This Agreement shall modify or replace any policies, rules, regulations, procedures or practices of the District which shall be contrary to or inconsistent with its terms.

13.3 The District, its representatives, and UPM/AFT shall take no action in violation of or inconsistent with any provisions of this Agreement.

13.4 In the event that any provisions of this Agreement are or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this agreement shall continue in effect.

13.5 Information Requests to District

UPM/AFT shall be furnished agenda materials and minutes of Board meetings. The District shall furnish UPM/AFT with legally non-confidential information re: financial matters, personnel, budgetary requirements, allocation of State and Federal funds, student enrollment, etc., which is necessary to assist UPM/AFT in representing members of the unit. UPM/AFT recognizes that such information will be provided to the extent that it does not interfere with the normal conduct of public business and that if there is any cost involved, it will be borne by UPM/AFT, pursuant to Government Code Section 6257.

13.6 District Provided List of Unit Members

Upon completion of this Agreement, District shall furnish UPM/AFT with a listing of names, addresses and telephone numbers of all unit members excepting those individuals who specify in writing that they wish to keep such information confidential. No more than four (4) times a year, the District, upon request and within thirty (30) consecutive working days, shall provide UPM/AFT with the list of the members of the bargaining unit.

13.7 Facilities Use

UPM/AFT shall have the right to use facilities of the District at reasonable times for the purpose of meetings concerned with the exercise of rights guaranteed by Government Code Sections 3540 and following.

13.8 Communications

13.8.1 UPM/AFT shall have the right to use the mail systems and/or mail boxes for the purposes of communicating with unit members.

13.8.2 UPM/AFT shall also have the right to use telephone tie lines between campuses provided that such use shall not interfere with, nor interrupt, normal District operation.

13.8.3 In addition, UPM/AFT shall have the right to have 1500 copies per month for distribution to unit members, duplicated on District equipment. UPM/AFT will pay the cost of the paper.

13.9 Union Representatives: Access to Unit Members

Unit members duly authorized as representatives of UPM/AFT shall be permitted to transact official Union business throughout the District provided, however, that such activity will in no way interfere with classroom instruction or

assigned duties of unit members. The Union representative not an employee of the District shall advise the Superintendent/President of his/her presence on District property before conducting Union business.

13.10 Meet to Discuss Mutual Problems

The Superintendent/President or his/her designee shall meet with the UPM/AFT President or his/her designee to discuss mutual problems of the College/District within three (3) working days if possible, or a reasonable time thereafter, at the request of either party. Such a meeting is not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this contract. Both parties shall submit an agenda of items they wish to discuss.

13.11 Unpaid Leave of Absence

The member(s) of UPM/AFT shall be entitled to an unpaid leave of absence to accept a position as a representative of the bargaining agent without loss of seniority in the District. The District will provide the unit member with the option to continue his/her fringe benefits at his/her expense. This leave shall be in blocks of one (1) or two (2) semesters and shall be limited to one (1) unit member per year.

13.12 Reassigned Time/Overload

The District shall provide UPM with reassigned time or overload equal to 1.7 FTE per semester for official UPM work including but not limited to contract required committee work, grievance representation, faculty evaluation, Board liaison, negotiations, arbitration, and unit member representation at meetings and conferences related to official union business. UPM may purchase up to .8 FTE for additional reassigned time or overload units for the purposes set forth herein by reimbursing the District in advance (on a monthly basis) for the actual salary and benefit costs. The allocation or distribution of these units shall be the sole prerogative of the UPM and shall not be included in or subject to the limitations set forth in Article 8 of the CBA.

13.13 Office Space

The District shall provide UPM with approximately 200 square feet of office space for which UPM shall pay a fee of \$1,200.00 per year.

13.14 Meet and Confer

UPM Executive Council and District Representatives, not to exceed five from each party, shall meet within thirty (30) days of either party's request to review and discuss contract issues including but not limited to definition of contract terms and provisions, efficiency issues, contract implementation problems and future negotiation issues. This contract review process is not to replace either the grievance process or the negotiation process.

13.15 Paid Conference Leave

UPM official representatives (a maximum of three per semester) shall be granted no more than two (2) days paid Conference Leave (per person per academic year) to attend union related conferences. Requests for these leaves shall be filed with the PAC and shall meet all other contract requirements.

13.16 Business Cards

The district will provide business cards upon request to the Permanent/Probationary Full-time Unit Members and ETCUMS, after the unit member(s) complete the agreed upon form for the Reprographics Department. The business cards may only include information relevant to the unit member's assignment in the District. Business cards may not include information on employment activities outside the District.

13.17 Labor-Management Committee

UPM and MCCD agree to the formation of a Labor Management Committee with the role to update and clarify the contract. The LMC will make recommendations, only by consensus, to the bargaining teams. LMC will commit to meet monthly and set a calendar of meetings to review and make recommendations to all articles within the term of this contract. The make-up of the committee shall be at the discretion of the respective unit—MCCD or UPM. Any recommendation of the Committee shall be non-binding. UPM and MCCD retain the right to bring into any LMC meeting as many "resource people" as it deems appropriate. UPM and MCCD shall have the right to have a dedicated

note taker present at all LMC meetings. UPM LMC members shall not be compensated by the District.

ARTICLE 14: DISTRICT RIGHTS
(Entire Article Applicable to Children's Center Unit Members)

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

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

ARTICLE 15: REDUCTION IN FORCE

15.1 Bumping Rights

15.1.1 Lay-Off Notification. If it becomes necessary to decrease the number of unit members represented by UPM, the District will issue lay-off notices to unit members by March 15th to be effective on June 30th of the same school year provided the District has first met its obligations as stated in 15.1.2 below.

15.1.2 Transfer. To utilize the services of permanent unit members efficiently, and to meet the requirements of EC 87743, the District will first transfer permanent unit members into any and all partial or complete alternative assignments occupied by temporary, contract, probationary, and or less senior permanent unit members, said transfers to redirect permanent unit members into alternative assignments in both the credit and or non-credit programs of the District.

15.1.2.1 The transfers required by 15.1.2 shall be made on the contractually agreed upon minimum qualifications and competency criteria.

15.1.3 Transfer Notification. Notice of involuntary transfers, to avoid the termination of permanent unit members, shall be sent by the District to permanent unit members on or before March first in the academic year immediately preceding the academic year in which the layoffs are to become effective.

15.2 Re-employment Rights

15.2.1 If the District has engaged in a reduction in force (as provided for in 15.1.1 above), the District shall within a period of 39 months re-employ permanent unit members who are on a partial or complete termination status into credit and or non-credit courses/programs or other contractual duties for which the unit member is minimally qualified and competent. This shall include but is not limited to, teaching courses which meet the contractual minimum class size, counseling, librarianship, substitute teaching, replacing unit members on any form of leave or reduced load, replacing unit members who have died, performing any function which is performed by unit members on reassigned time and teaching or performing any function in the non-credit program. In addition, laid-off or partially terminated permanent unit members shall be given first opportunity to develop and instruct new credit and/or non-credit courses which shall be scheduled and continually offered by the District if their enrollment(s) reaches the contractual minimum of twenty students initial enrollment per class. Implementation of this section of this contract shall comprise the District's contractual method of achieving compliance with EC 87744.

15.2.2 Unit members who have been laid off shall be reinstated in order of seniority for a period of thirty-nine (39) months. Seniority shall be defined as the length of paid service with the District as defined by statute. The offer of such position by the District shall be sent by certified mail by the District 45 days before the first day of reemployment of the unit member (or immediately upon the District learning of the vacancy if the discovery occurs within 45 days of the course/assignment beginning date) and shall be accepted or rejected by the unit member within ten (10) calendar days of the receipt of reemployment notice. The unit member must be prepared to begin reemployment on the first scheduled day of their new assignment. UPM will propose a method of assuring unit members on partial or complete termination of their right to create and teach credit and or non-credit courses so long as these courses meet the minimum contractual class size.

15.2.3 Conflicts between the rights of unit members asserting their rehire rights during the thirty-nine months for which these rights exist shall be settled on the basis of seniority. Unit members exercising their rehire rights shall retain the right of first refusal during their period of rehire rights. UPM shall receive copies of all notices sent unit members regarding their rehire opportunities.

15.3 Seniority Rights During Re-Employment

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

15.4 Salary and Fringe Benefit Coverage of Re-Employed Unit Members

All partially or completely terminated unit members, upon their partial or complete reinstatement, shall be paid their pro rata salary equivalent of their column and step placement on the permanent credit salary schedule. In addition, unit members reduced in load but not terminated in their employment shall continue to receive all of their fringe benefits if they retain fifty percent or more of their former full-time workload or its equivalent. Unit members reduced to workloads of less than half of their former permanent position, but more than or equal to forty percent of their former workload, shall immediately receive Kaiser medical coverage for the employee and one dependent if they are reinstated for unit member work during their thirty-nine months of re-employment rights. Unit members reduced to workloads of less than forty percent of their former permanent position, but more than or equal to ten percent of their former workload, shall immediately receive fifty dollars a month towards Kaiser medical coverage if they are reinstated for unit member work during their thirty-nine months of re-employment rights. The District is not obligated to pay fringe benefits to unit members reduced to workloads of less than ten percent of their former workload.

15.5 Benefits: Laid-off Unit Members Not Re-Employed

Laid-off unit members, who have not been reinstated, may be continued in the District's medical and dental insurance programs at their own expense for the thirty-nine (39) months in which they have return rights as employees. Unit members utilizing this option must pay each twelve (12) months of continued benefits on or before July 1 of each academic year.

15.6 Right to Assignment: Unit Members on Re-Employment List

No new faculty appointments shall be made, nor shall managers be assigned to teach credit or ADA generating non-credit courses while there are unit members on the re-employment list who are qualified for the position and who are available for reinstatement unless said unit members formally refuse reinstatement and resign from the District.

15.6.1 The District shall not seek to nor engage in the "contracting out" of unit member work during the 39 month period of reemployment rights of any UPM unit members.

15.7 Layoff Notification

The District will provide the Union with a seniority list and will notify the Union in writing of the names of all unit members to be laid off, their last date of paid service, and their individual assignments during the last period of employment. This notice shall be given simultaneously with notification of the unit members.

15.8 Competency Criteria

Competency criteria under which seniority rights for bumping, transfers and assignments in the credit program may be exercised by those unit members holding California State Community College Teaching Credentials and/or meeting the minimum qualifications (as defined in 15.12 of the CBA) and meeting competency criteria (defined in this section)

**The individual possesses one or more and satisfies the following criteria:
of the following credentials:**

- 1. Credential specifying Major (a) 9 teaching units in the discipline in a credit program at an accredited college or university within the last 7 years.

Life CC Instructor
Life Standard Jr. College [Fisher]

Life Standard Designated Subject
Life Special Secondary
Life Standard Secondary
HSPS Instructor/Grandparent Waiver
HSPS Instructor/Waiver

OR

UPM/MCCD Discipline List (See 15.8.7 below)

OR

MCCD Credential

OR

b) 9 semester units of upper division or graduate work in the discipline at an accredited institution in the last 7 years.

OR

(c) credentialed and, completing in the last 7 years, 24 semester units in the discipline, at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited institution.

2. Credential specifying Minor (a) 24 teaching units in the discipline in a credit program at an accredited college or university in last 7 years.

Life CC Instructor
Life Standard Junior College
[Fisher]
Life Standard Designated Subject
Life Standard Secondary
MCCD Minor Award

OR

UPM/MCCD Discipline List (See 15.8.7 below)

OR

MCCD Credential

OR

(b) credentialed and, completing in the last 7 years, 24 semester units in the discipline, including 12 semester units in upper division work, at an accredited institution, plus 9 teaching units in the discipline in a credit program at an accredited institution at any time.

3. Credential not specifying major or minor (a) Master's Degree in the discipline from an accredited institution, plus 1.(a) or 1.(b) or 1.(c) above.

Life General Secondary
Life Junior College
[Pre-Fisher]

OR

UPM/MCCD Discipline List (See 15.8.7 below)

OR

MCCD Credential

OR

(b) 24 upper division and graduate level semester units in the discipline, including 12 semester units at the graduate level, from an accredited institution, plus 1.(a) or 1.(b) or 1.(c) above.

OR

(c) 24 semester units in the discipline, including 12 in upper division from an accredited institution, plus 2.(a) above.

4. Life CC Librarian..... (a) Paid professional college library experience at an accredited college or university library, equivalent to 15 teaching units, in the last 7 years.

OR

UPM/MCCD Discipline List (See 15.8.7 below)

OR

OR

MCCD Credential

(b) credentialed and, completing in the last 7 years, 24 semester units at the upper division and graduate levels, including 12 semester units at the graduate level, at an accredited institution.

5. Life CC Counselor..... (a) Paid professional college counseling experience at an accredited college or university equivalent to 15 teaching units, in the last 7 years.

OR

UPM/MCCD Discipline List (See 15.8.7 below)

OR

OR

MCCD Credential

(b) credentialed and, completing in the last 7 years, 24 semester units at the upper division and graduate levels, including 12 semester units at the graduate level, at an accredited institution.

6. Life Limited Service Credential, issued prior June Senior only to permanent District employees hired during or after June, 1986.

15.8.7 Disciplines: The existing disciplines list is the same as the FSA in 15.13 and shall be modified to reflect additions to or deletions from the College academic program.

EXISTING DISCIPLINES LIST

AJ	ANTH	ARCH	ART
ASL	ASTR	ACRT	AUTO
BEHS	VIOL	BOS	BUS *
CHEM	CHIN	CIS	COMM
COMP SCI	COUN	CHCNTER **	COUR
DANC	DENT	DRAM	ECE
ECON	EDUC	ELEC	ELND
ENGG	ENGL	ESL	ETST
FMTV	FIRE/EMT	FREN	GEOG
GEOL	H Ed (Health)	HIST	HUM
ITAL	JOUN	JPNS	LIBR
MACH	MATH	MEDA	MMST
MUS	NE	PE	PHIL
PHYS	POLS	PSYCH	REAL
S SC	SOC	SPAN	SPCH
STAT	STSK	WELD	

* Includes Accounting and Management

** Children’s Center – not part of our regular discipline list

15.9 Competency For Bumping Into Adult Education

A senior permanent unit member shall be competent to be reassigned to courses/programs/newly created offerings in the ADA generating non-credit program, displacing a temporary unit member or a permanent unit member with a lower seniority status, if the senior unit member meets the criterion stated in 1 below, or if the senior unit member meets criterion stated in 2 plus either of the criteria stated in 3 or 4 below:

15.9.1 Possession of at least a credential minor, District granted teaching minor, partial fulfillment or limited service credential in the subject matter of the course to be taught (the relationship between credentials and course contents shall be subject to mandatory negotiations between UPM and the District, through the Professional Affairs Committee, with said negotiations occurring under the negotiation and arbitration provisions of Article VIII subsection 8.12.2, and with said negotiations occurring prior to February 15th preceding the March 15th on which termination notices are to be sent); or

- (a) Possession of a minimum credential (District or State granted community college credential, general secondary credential, partial fulfillment credential, or a limited service credential); plus
- (b) Documented paid or volunteer experience equivalent to 30 hours of employment in the last seven years, teaching, consulting, performing or counseling, in the area(s) in which the unit member will be instructing, advising and or counseling in the non-credit program; or
- (c) Documented experience in teaching courses, which were offered in a District's ADA non-credit program over the last seven years, or in teaching similar or related courses in any college credit program over the last ten years.

15.10 Competency For Bumping Into ESL Instruction

A senior permanent unit member shall be competent to be reassigned to courses/programs/newly created offerings in the ESL program, displacing any temporary employee, or a permanent unit member with a lower seniority status, if the senior unit member meets one or more of the criteria stated in a. below, or if the senior permanent unit member meets the criteria stated in b. and c. below:

- (a) Credential in ESL and or a certificate in ESL.
- (b) A credential in a foreign language or a credential in special education with a minor in English, plus (c) below;
- (c) The equivalent of two years of adequate recent experience teaching ESL, or teaching remedial English, or teaching English in basic education classes within the last seven years.

15.11 Competency For Bumping Into Disabled Instruction

A senior permanent unit member shall be competent to be reassigned to courses/programs/newly created offerings in the disabled students program, displacing any temporary unit member, or a permanent unit member with a lower seniority status, if the senior unit member meets one or more of the criteria stated in a. below or if the senior permanent unit member meets the criteria stated in b. and c. below:

- (a) Community College Counselor credential with a special education-handicapped designation for counseling assignments; a Community College Instructor's credential with a special education-handicapped designation for instructional assignments; or
- (b) A Community College Counselor credential for counseling assignments; a Community College Instructor's credential for instructional assignments; plus
- (c) The equivalent of two years of recent experience counseling or teaching disabled students in the last seven years.

15.12 Minimum Qualifications

To meet minimum qualifications provided for in 15.8, 15.13 and 15.14 unit members hired after July 1, 1990 shall possess one of the following:

(a) A master's degree from an accredited institution, or equivalent foreign degree, in the discipline of the faculty member's assignment.

(b) A master's degree from an accredited institution, or equivalent foreign degree, in a discipline within the same FSA (as defined in 15.13) and possession of a bachelor's degree from an accredited institution, or equivalent foreign degree, in the discipline of the faculty member's assignment.

(c) For unit members assigned to teach courses in disciplines where the master's degree is not generally expected or available, which are, generally, disciplines in specialized technical, trade, or industrial fields, either of the following:

(1) Possession of a bachelor's degree from an accredited institution, or equivalent foreign degree, in a discipline within the same FSA (as defined in 15.13), plus two years of professional experience, plus appropriate certification to practice or licensure or its equivalent, if available.

(2) Possession of an associate degree from an accredited institution in a discipline within the same FSA (as defined in 15.13), plus six years of professional experience, plus appropriate certification to practice or licensure or its equivalent, if available.

15.13 Faculty Service Areas

(a) There shall be Faculty Service Area 1 for the purpose of establishing minimum qualifications for seniority rights/reduction in force, transfers and assignments as follows:

FACULTY SERVICE AREA

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

* Includes Accounting and Management

(b) There shall be Faculty Service Area 2 for Children's Center unit members only for the purpose of establishing minimum qualifications for seniority rights/reduction in force, transfers and assignments as follows:

FACULTY SERVICE AREA 2

Children's Center

15.13.1 For purposes of Education Code Sections 87743, 87743.1, 87743.2, 87743.3, 87743.4, and 87743.5, 87744 and 87745 the list of "Faculty Service Areas" (FSA) in the Marin Community College District shall be derived from the state minimum qualifications-for-hire discipline list as defined by the Board of Governors in compliance with Education Code Section 87356, 87357, 87358 and 87359 (as provided for in 15.12 of the CBA). A unit member will be considered "competent" in an FSA if the unit member satisfies the state minimum qualifications-for-hire, including the equivalence provision, for the discipline of the FSA (as defined in 15.8 of the CBA).

15.13.2. A unit member may petition for recognition of competence in an FSA by filing a petition for such recognition with the District. It shall be the responsibility of the unit member to provide the District with all records necessary to substantiate the claim of qualification and competence.

15.13.3. Refusal to grant recognition in a faculty service area is grievable under Article 12 of the CBA.

15.13.4. The last day to apply for recognition of a faculty service area for use in any academic year is February 15th of that academic year.

15.14 **Competency for Bumping into Children's Center**

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

ARTICLE 16: UPGRADING OF TEMPORARY AND PERMANENT PART-TIME FACULTY

(Provisions of Article 16 do not apply to unit members assigned to the Children's Center.)

16.1 Filling of Permanent Positions

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

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

16.2 Part-Time/Full-Time Ratio

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

ARTICLE 17: ACADEMIC FREEDOM
(Entire Article Applicable to Children's Center Unit Members)

Unit members shall have Academic Freedom in their personal scholarship and in the teaching-student environment. This freedom shall exist within the general framework of course descriptions (as approved by the Curriculum Committee), Constitutional limits, and the California Education Code requirements.

Curriculum course descriptions represent the District's official curriculum. Unit members are expected to teach the elements within the course descriptions, as well as the specific elements of the UDWC approved course outlines constituting pre/co requisites to a subsequent course or as part of that subsequent course. The pedagogical methodology remains a matter of academic freedom and therefore subject to the discretion of the unit member assigned to the course as the instructor of record.

17.1 Surveillance Devices

1. Recognition of Mutual Interests.

- a. The Parties mutually recognize that:
 - i. The District has a legitimate interest in protecting the safety of District property, students, and employees; and that use of electronic surveillance systems and/or devices can be an effective tool in doing so; and
 - ii. Both the presence of electronic surveillance systems and/or devices in the academic workplace, as well as certain uses, can intrude on the privacy and academic freedom of UPM unit members, to the detriment of both UPM unit members and the District.
- b. The purpose of this MOU is to identify agreed-upon parameters for the use of electronic surveillance systems and/or devices that effectively address the Parties' mutual interest in fostering a safe workplace and educational environment, while respecting and protecting the privacy and academic freedom of UPM unit members.
- c. To that end, electronic surveillance systems and/or devices shall be employed only for approved purposes. "Employed for approved purposes" means that the placement, access, and use of electronic surveillance systems and/or devices and their data must all adhere to the approved purposes of surveillance systems set forth in paragraph 3 of this MOU, and comply with the limitations provided in this MOU as follows:
 - i. Placement: Electronic surveillance systems and/or devices shall only be placed in areas logically related to their approved purposes, subject to the placement limitations set forth in paragraph 4 of this MOU;
 - ii. Access: Electronic surveillance system data shall only be accessed in furtherance of approved purposes, and subject to the standards set forth in paragraph 5 of this MOU; and
 - iii. Use: Electronic surveillance system data shall only be used in furtherance of approved purposes, subject to the limitations and exceptions set forth in paragraph 6 of this MOU.
 - iv. Retention: Electronic surveillance system data shall be retained for a period of no more than ninety (90) calendar days from the time of recording, unless the data is accessed within the 90-day period for an approved purpose consistent with this MOU, in which case the data shall be retained as required by applicable law. Surveillance data that is retained beyond ninety (90) days under this provision shall only be accessed and/or used in connection with the specific, approved purpose for which it was originally retained.

2. Approved Purposes. The Parties agree that the following are the sole approved purposes for the use of electronic surveillance systems and/or devices, unless an additional purpose is approved through the collective bargaining process described in paragraph 8 of this MOU.

- a. Protecting District property and assets from theft and/or vandalism.

b. Assisting in the investigation of a formal complaint that the District is legally required to investigate pursuant to Title IX of the Education Amendments of 1972, or Title 5 of the California Code of Regulations, where the surveillance data could assist in corroborating or disproving the allegations.

3. Limitations on Placement of Electronic Surveillance Systems and/or Devices

a. Placement Notice

The District shall place clear signage providing notice that an area is under camera surveillance.

b. Placement consistent with approved purposes. Electronic surveillance systems and/or devices shall only be placed in areas logically related to their approved purposes.

c. Prohibition of Location. Electronic surveillance systems and/or devices shall be prohibited in places where unit members typically engage in their professional responsibilities, and/or have a reasonable expectation of privacy. Therefore, electronic surveillance systems and/or devices shall neither be placed in, nor directed into, classrooms, labs, faculty offices, libraries, restrooms, break rooms and other areas where unit members regularly engage in professional duties and/or have a reasonable expectation of privacy. This limitation on the placement of cameras does not prohibit placement of cameras at the point of entry into any District building.

d. Changes to the Surveillance Systems. The District shall provide the current locations of all cameras connected to the District's CCTV surveillance system to the UPM through provision of a blueprint diagram. The District shall provide UPM with notice of the proposed installation of new cameras and/or the relocation of existing cameras connected to an electronic surveillance system as follows:

i. To the extent possible, new building designs (to include additions and/or renovations to existing buildings) shall indicate the intended placement of surveillance systems, if any. Such plans shall be made available to UPM within twenty (20) business days after they have been finalized. It is understood that this notice shall occur no less than thirty (30) business days in advance of the scheduled installation date. UPM may, within twenty (20) business days of receiving such plans, demand to meet and confer with the District if it has concern that the planned installation of new cameras, and/or the relocation of existing cameras as part of a renovation or addition covered by this subsection, violates any of the stated limitations of this MOU. Within ten (10) business days after the meet and confer process, the District shall provide UPM with written notice of its determination whether or not to install and/or relocate the disputed cameras. UPM's time period to file a grievance shall begin upon receipt of such notice. UPM shall not file a grievance or other action asserting violation of the limitations in this MOU without first utilizing the meet and confer process afforded by this section. The District shall not install the proposed new cameras under this subsection during the meet and confer and/or grievance process.

ii. In the event the District seeks to install and/or relocate cameras either inside or outside of existing buildings on campus, it shall provide UPM with no less than ten (10) business days' advance notice (the "Placement Notice"). If UPM is concerned that the

planned installation of new cameras and/or the relocation of existing cameras violates the limitations of this MOU, it may demand to meet and confer with the District on an expedited or non-expedited basis, at UPM's discretion.

a. Expedited Review: UPM may make a pre-placement demand to meet and confer within five (5) business days of receiving the Placement Notice. In the event such notice is received, the parties will meet and confer in no more than three (3) business days from the request. During this expedited meet and confer process, the disputed cameras shall not be installed/relocated. If, after the expedited meet and confer process, the District still intends to place the disputed cameras, it shall provide UPM with written notice that it is going forward with the disputed installation/relocation. Such notice shall begin UPM's timeframe to file a grievance. UPM shall not file a grievance or other action asserting violation of the placement limitations in this MOU without first utilizing the meet and confer process afforded by this section. The District shall not utilize the disputed cameras during the meet and confer and/or grievance process.

b. Non-expedited review: If the District has not received a pre-placement demand to meet and confer within five (5) business days as set forth above, it may place the cameras described in the Placement Notice. UPM may nonetheless make a post-placement demand to meet and confer within twenty (20) business days of having received the Placement Notice. If, after the meet and confer process, the District asserts that the installation is permissible, it shall provide UPM with written notice that it does not intend to remove the disputed cameras. Such notice shall begin UPM's timeframe to file a grievance. UPM shall not file a grievance or other action asserting violation of the placement limitations in this MOU without first utilizing the meet and confer process afforded by this section. The District shall be allowed to utilize the disputed cameras during the grievance process.

4. Limitations on Access to Surveillance Data. Consistent with the approved purposes set forth in paragraph 3, information recorded on electronic surveillance systems and/or devices shall be accessed only under the following circumstances:

a. The District, through its Chief of Police, has probable cause that a violation of law involving the theft and/or vandalism of District property or assets has occurred and that access to surveillance data would assist in the formal investigation. Probable cause is defined as a reasonable amount of suspicion, supported by circumstances sufficiently strong to justify a prudent and cautious person's belief that certain facts are probably true.

b. The District is conducting an investigation of a formal Title IX or Title 5 complaint, and through its Chief Human Resources Officer, has determined that the surveillance data could corroborate or disprove the allegations.

c. In addition to the "approved purposes" set forth in paragraph 3, UPM and the District acknowledge there may be certain limited circumstances in which the District may either desire or be compelled to access surveillance data that are not allowed under the approved purposes. Additional access shall be limited to the following situations:

i. The District, through its Chief of Police, has probable cause that a violation of law has occurred that would be categorized as a felony and that access to surveillance data would assist in the formal investigation.

ii. Consistent with any other approved purpose established through the Collective Bargaining process set forth in paragraph 8 and as amended to this MOU.

iii. Subject to a lawful subpoena, judicial order, or other legal obligation to produce the data to a third party.

d. The Parties expressly note that it is inconsistent with this provision to access or view electronic surveillance system data in order to monitor UPM unit members for contractual violations, to include but not limited to, attendance and/or work performance of unit members.

6. Limitations on District Use of Accessed Surveillance Data.

a. Prohibition of Use for Reviewing and Evaluating Members' Performance. Information gathered from electronic surveillance systems and/or devices shall not be used to monitor unit members' attendance, work or work habits, unless such review satisfies the requirements of paragraph 6.b. Nor shall such information be used in any part of the evaluation process, except to address a permitted personnel action as described in paragraph 6.b.

b. Limited, Permissible Use for Personnel Matters Involving Egregious Misconduct. Data and/or information accessed from an electronic surveillance system shall not be used with regard to UPM unit member personnel matters, including but not limited to disciplinary action, except where each of the following requirements is met:

i. The data was accessed for an approved purpose and in accordance with the limitations set forth in paragraph 5, sections a-e. Data accessed in violation of the approved purposes and/or the limitations set forth in this MOU shall not be used in any UPM unit member personnel matter; and

ii. The information gathered presents credible evidence of misconduct that falls under one or more of the following causes for discipline under Section 87732 of the Education Code: immoral conduct; evident unfitness for service; persistent violation of or refusal to obey the school laws of the state or reasonable regulations of the Board of Governors or the Board of Trustees; or conviction of a felony or a crime involving moral turpitude. Accessed surveillance data shall not be relied upon to charge or discipline a member on any other basis, even if the basis constitutes cause for discipline under Education Code section 87732; and

iii. Only that portion of the data relevant to the personnel matter shall be referenced or relied upon in carrying out the personnel action.

7. Authorized Access. When one or more of the circumstances described in paragraph 5, sections a.-e. of the MOU has prompted a request for surveillance data to be examined or disclosed, the following shall apply:

a. **Authorization.** Except for emergencies, compelling circumstances, subpoenas, or search warrants, access to surveillance data must be authorized in advance and in writing by the President or Senior Vice President using the "Authorization to Access Surveillance Data" form (see attached). This authority may not be delegated to another District employee, except in the case of emergency, compelling circumstances, or compliance with legal requirements noted in paragraph 5, section e., above.

b. **Standard for Review.** To authorize access to surveillance data, the President or Senior Vice President shall review the request form to ensure that the request to access surveillance data complies with the terms of this MOU. If this criterion is met, access may be authorized.

c. **Emergencies or Compelling Circumstances:** In emergencies or under compelling circumstances, the least perusal of surveillance data and the least action necessary to resolve the emergency or compelling circumstance may be taken immediately without authorization, but appropriate authorization must then be sought without delay.

i. Emergencies are defined as when time is of the essence and there is a high probability that delaying action would almost certainly result in compelling circumstances.

ii. Compelling circumstances are situations in which failure to act is likely to result in significant bodily harm, significant property loss or damage to the District or its assets, loss of significant evidence of one or more violations of law or of District policies that are stipulated in the limitations to access set forth in paragraph 5 a-c, or significant liability to the District.

d. **Search Warrants and Subpoenas.** Search warrants and subpoenas for access to surveillance data shall be referred to District's legal counsel. Access to surveillance data may be taken immediately without authorization, but appropriate authorization must then be sought as soon as legally permissible.

e. **Notification.** A signed copy of the "Authorization to Access Surveillance Data" form shall be electronically forwarded to the UPM President immediately upon signature or as soon as legally permissible. In the event that the surveillance data involves a UPM unit member, the President of the UPM shall be promptly notified. Supporting documentation for the request to review surveillance footage shall be provided upon the request of UPM, to the extent permitted by law.

f. The original, signed request for "Authorization to Access Surveillance Data," along with all supporting documentation in support of the request, shall be filed with the Director of Human Resources and made available for inspection by the affected UPM unit member(s) to the extent that disclosure does not violate the privacy rights of others.

8. Collective Bargaining. Any additional uses of electronic monitoring systems and/or devices, beyond those identified in paragraph 3, shall be subject to review and approval by the UPM/MCCD collective bargaining process prior to their being used for that purpose. Any new and/or additional locations of electronic monitoring systems and/or devices, beyond those identified in the stipulation of paragraph 4.c, shall be subject to review and approval by the UPM/MCCD collective bargaining process. The basis for making these determinations shall be the stipulations of this MOU, the UPM/MCCD Collective Bargaining Agreement, and relevant Board Policies & Administrative Procedures. In agreeing to bargain any additional uses and installations, UPM and the District acknowledge that they do not have the authority to bind or obligate any other bargaining unit, and as such, this agreement to bargain does not operate to impair the rights of any other bargaining unit

ARTICLE 18: NON-DISCRIMINATION

(Entire Article Applicable to Children's Center Unit Members)

The District shall not discriminate against any unit member on the basis of, or perception of race, ethnic group identification, ancestry, color, religion, age, sex, national origin, sexual orientation, political beliefs, physical disability, mental disability, gender, marital status, medical condition (cancer, genetic characteristics, or pregnancy), status as a Vietnam-era veteran, or membership or participation in the activities of any employee organization insofar as such matters are within the scope of representation set forth in California Government Code Section 3543.2.

ARTICLE 19: SEVERABILITY

(Entire Article Applicable to Children's Center Unit Members)

In the event that any provisions of this Agreement are or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions to this Agreement shall continue in effect. If such provision or article is deemed to be invalid, both parties shall meet within thirty (30) calendar days to negotiate a replacement provision to the affected article or provision. This reopener shall be limited to the subject matter of the invalidated article or provision.

ARTICLE 20: CONCERTED ACTIVITIES
(Entire Article Applicable to Children's Center Unit Members)

20.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, unlawful picketing or refusal or failure to fully perform job functions and responsibilities by UPM/AFT, 1610, or by its officers, agents, or unit members during the term of this Agreement.

20.2 UPM/AFT, 1610, recognizes its responsibility to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage or slowdown during the term of this contract by unit members who are represented by UPM/AFT, 1610, UPM/AFT, 1610 agrees in good faith to take all necessary steps to cause those unit members to cease such action.

20.3 Neither the District nor the Union shall take reprisals against any unit member for activities related to collective bargaining which have occurred during the negotiation of this Agreement.

ARTICLE 21: REPRESENTATION/SERVICE FEE
(Entire Article Applicable to Children's Center Unit Members)

21.1 Employee Rights

21.1.1 The District and UPM recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.

21.1.2 Accordingly, membership in UPM shall not be compulsory. A unit member has the right to choose, either: to become a member of UPM, or, to pay to UPM a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section 21.3.5 below.

21.2 Unit Members' Obligation to Exclusive Representative

21.2.1 A unit member employed for a semester or a quarter or a full school year who does not fall within one of the exempted categories as set forth in Section 21.3.5 below, and who has not voluntarily made application for membership in UPM within thirty (30) days of either the date upon which this Agreement is executed or, the date upon which said unit member has been employed by the District, whichever is later, must, as a condition of employment in the District, pay annually or monthly to UPM a representation/service fee in exchange for representation services necessarily performed by UPM in conformance with its legally imposed duty of fair representation on behalf of said unit member. A unit member employed for less than a quarter (short term) who does not fall within one of the exempted categories as set forth in Section 21.3.5 below, and who has not voluntarily made application for membership in UPM within two (2) days of the date upon which said unit member has been employed by the District must as a condition of employment in the District pay annually to the UPM such representation/service fee.

21.3 Representation Fee

21.3.1 Definition. The representation/service fee to be collected from non-Union unit members shall be the amount authorized by Section 3540.1(i)(2) of the California Government Code.

21.3.2 Resolution of Fee Amount Dispute. Any dispute as to the amount of the representation fee shall be resolved pursuant to the provisions of Section 21.3.6 herein.

21.3.3 Representation/Service Fee Schedule. The District and UPM agree that each unit member should pay his/her fair share for representation services. The District and UPM agree that the representation/service fee schedule set forth in Appendix F constitutes the appropriate determination of the fair share of the representation/service fee for each class of bargaining unit members. Unit members on voluntary leave without pay, and unit members who are on laid-off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth in Section 21.2.1 herein must be exercised within the first ten (10) work days upon return to paid status.

21.3.4 Annual Verification of Representation Fee By UPM. UPM shall submit a copy of the detailed financial report to the District which UPM must make available to the Public Employment Relations Board pursuant to Government Code Section 3546.5. The parties agree that UPM must supply a copy of said financial report to the District as a condition precedent to the District's automatic deduction of their representation/service fee from a unit member's payroll.

21.3.5 Unit Members Exempted From Obligation to Pay. Any unit member may be exempted from payment of any representation/service fees to UPM if that person is a member of a religious body whose

traditional tenets or teachings include objections to joining or financially supporting an "employee organization" as defined in Section 3540.1(d) of the Government Code. Such exempt unit member shall, as an alternative to payment of a representation/service fee to UPM, pay an amount equivalent to such representation/service fee to:

- (a) College of Marin Foundation Scholarship Fund
- (b) United Negro College Foundation
- (c) March of Dimes

The District, upon written request from UPM, shall require such exempt unit member to submit a written affidavit to UPM verifying the existence and nature of the allowable objection to payment of a representation/service fee to one of the alternative funds or organizations listed above.

21.3.6 Procedure for Unit Members Who Contest the Amount of the Representation/Service Fee. The parties agree that, in order to provide a uniform definition of the amount of the representation/service fee, any such disputes involving the amount of such fee must first be deferred to the Public Employment Relations Board (hereinafter "PERB") for determination, provided that the parties have first complied with the other provisions of this Section. If, at any time, the PERB determines that some or all of the representation/service fees deducted shall be held in escrow pending a determination of the correct amount of the fee, the District will deposit the amount in an escrow account. The monies held in escrow shall be released to the appropriate party upon the rendering of a final decision by the PERB.

21.4 Payment Method

21.4.1 Annual Payment. Any unit members who are not exempted from payment under Section 21.3.5 above may pay annually at the beginning of each school year before the end of the first pay period of District employment or reemployment the properly determined representation/service fee directly to the Union; or

21.4.2 Alternative Payment Method. As an alternative to the annual payment method, in accordance with Sections 2.1 and 2.2 of this Agreement, a unit member may voluntarily sign and deliver to the District before the end of the first pay period of District employment or reemployment a written authorization to deduct the properly established representation/service fee as defined in Section 21.3 above. Upon receipt of a voluntary authorization duly completed and executed, the District will deduct from the pay of unit members and pay to the Union the normal and regular monthly representation/service fee.

21.4.3 Automatic Payroll Deduction of Fee. In the event that a unit member who is not exempted from payment under Section 21.3.5 does not pay annually the representation/service fee directly to the Union pursuant to Section 21.4.1 or does not voluntarily sign and deliver to the District an authorization pursuant to Article 2, the Union shall require in writing that the District deduct from the pay of the unit member and pay to the Union the normal and regular monthly representation fee without the approval of the unit member. In such case, the District shall begin automatic payroll deduction as provided in Education Code Section 87834 for the representation/service fees due from the date of ratification of this Agreement or first date of the unit member's employment whichever is later. There shall be no charge to the Union for such mandatory representation/service fee deductions.

21.4.4 Notification of Automatic Payroll Deduction. Prior to beginning such payroll deduction pursuant to Section 21.4.3, the UPM will certify to the District in writing that the employee whose pay is to be affected by the deduction has (1) not joined the UPM; (2) not voluntarily tendered the amount of the representation/service fee as defined herein; and (3) has not qualified for an exemption under Section 21.3.5 herein. The UPM shall also notify the unit member in writing that due to the unit member's failure to fulfill any of the above three (3) requirements the UPM has requested the District to begin automatic payroll deduction of the representation/service fee. The UPM shall provide the District with a copy of said written notice to the unit member. Thereafter, the District will begin the automatic deductions.

21.4.5 Unit Member Terminated/Not on Payroll. The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from employment or not on the District's payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.

21.4.6 Rehire/Recall of Unit Member. Upon the rehiring of any unit member, or upon the recalling of a unit member from layoff status, the District will treat such unit member as a new unit member for the purposes of deducting the representation/service fee.

21.5 District's Obligation

The District's sole and exclusive obligation under representation/service fee in this Article is to notify any unit member who has failed to comply with the provisions of this Article that, as a condition of employment in the District, such unit member must either become a Union member, pay a representation/service fee, either through voluntary or involuntary deductions, or establish an exempt status and make payment pursuant to Section 21.3.5 of the Agreement, and to make payroll deductions pursuant to Section 21.4.2 or 21.4.3 of this Agreement. Under no circumstances shall the District be required to dismiss any unit member for failure to fulfill his/her obligations to pay the fees established herein.

21.6 Hold Harmless and Indemnify Provision

21.6.1 The Union as defined in the Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought, against the District or any of its agents, in connection with the administration or enforcement of any Section in this Agreement pertaining to representation/service fee. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District.

21.6.2 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Union shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed in Section 21.6.1 above shall be compromised, resisted, defended, tried, or appealed.

21.6.3 In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District will defer to the Union's interests if the District does not have a distinct and separate legal interest in the disputed matter.

21.6.4 The District shall not be entitled to be reimbursed for any costs for which the Union was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

ARTICLE 22: COMPLETION OF AGREEMENT
(Entire Article Applicable to Children's Center Unit Members)

This document comprises the entire Agreement between the District and UPM/AFT, 1610, on the matters within the lawful scope of negotiations. Subject to the decision of PERB, UPM and the District shall have no further obligation to meet and negotiate, during the term of this Agreement, except as otherwise provided for herein, on any subject whether or not said subject is covered by this Agreement, even though such subject was not known nor considered at the time of the negotiations leading to the execution of this Agreement.

ARTICLE 23: TERM

(Entire Article Applicable to Children's Center Unit Members)

Effective on the date of execution of this agreement the contract for years January 1, 2014 – December 31, 2016 are settled and shall, except as otherwise provided therein, remain unchanged.

This Agreement covering contract years January 1, 2014 – December 31, 2016 shall become effective on the date of execution, except where otherwise provided herein, and shall continue in effect through December 31, 2016.

For contract year 2016 the parties may, upon the request of either party, reopen the contract negotiations on Article 3-Wages, Article 4-Fringe Benefits, Article 8-workload and one additional article. Initial proposals to be sunshined no later than 90 days prior to December 31, 2016.

ARTICLE 24: PROFESSIONAL STANDARDS

Professional Standards Committee

The Professional Standards Committee (PSC) shall be composed of four (4) members, two (2) appointed by UPM and two (2) appointed by the District. The PSC shall negotiate professional standards, forms and other items as defined/described by the terms of this agreement, and make a recommendation to UPM and the District for their approval.

In matters not otherwise covered by the CBA, the PSC may initiate discussions of allegations that a unit member has failed to perform their professional obligations in accordance with the language of the "AAUP Statement on Professional Ethics" cited below.

- (a) The purpose of the discussion shall be to determine the validity of the allegation/s and if possible resolve the allegation/s in a non-punitive manner.
- (b) Within five (5) working days the Committee shall notify the unit member/s of the allegation/s.
- (c) The UPM/AFT representatives on the PSC shall represent the unit member/s. The UPM/AFT representatives have an obligation to meet and discuss the allegation/s with the unit member/s.
- (d) The members of the PSC shall keep confidential all matters relating to the allegation/s and discussions thereof.

AAUP Statement

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, those interests must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
3. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
4. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

24.0 Disciplinary Procedures

A unit member shall be subject to disciplinary actions as provided for within this Article and only in the manner provided for in this Article, except as authorized by California Education Code sections 87666 to 87683 and 87732 to 87737.

- (a) **Right to Grieve Disciplinary Action.** A unit member may make use of his/her contractual rights to grieve a disciplinary action. With the exception of 90-day Notice, suspension or dismissal, disciplinary action shall be subject to the provisions of the grievance procedure.
- (b) **Cause for Disciplinary Action.** No disciplinary action shall take place except for just and sufficient cause.
- (c) **90-Day Notice/Suspension/Dismissal Procedures.** 90-Day Notice, suspension or dismissal shall be in accordance with the Education Code provisions. Where the unit member elects to have an arbitrator hear the matter of suspension or dismissal pursuant to Education Code 87674, the District, unit member and unit member's representatives shall mutually agree on the arbitrator within five (5) workdays of the receipt of the demand. If agreement is not reached, selection of the arbitrator shall be made in accordance with the selection procedures of the American Arbitration Association.
- (d) **Legal Right to Litigation.** A unit member may make use of his/her legal rights to litigation over a disciplinary action if he/she has not entered into binding arbitration.
- (e) **Confidentiality.** A unit member shall have all information relating to his/her disciplinary action(s) and penalties maintained in absolute confidentiality.
- (f) **Notification of Provisions.** Following notification, violations of contract provisions are not excused due to unit member ignorance.

24.1.1 Initial Notification Period/Process. Any disciplinary actions or penalties authorized by Article 24 of the MCCD/UPM Collective Bargaining Agreement shall be initiated within thirty (30) working days of the date that the assigned MCCD management supervisor knew, or reasonably should have known, of a specific violation. Any disciplinary action taken in accordance with the provisions of Article 24 must begin with the notification of the unit member and UPM (by certified mail) of the proposed disciplinary actions and/or penalties. Failure to properly notify the unit member within the 30-day period specified herein shall result in a waiver of the authorization to penalize and/or discipline the unit member for the specific violation.

24.1.2 Warning Letter. (Form F 24.0.2). A warning letter shall take the form of a letter from the Office of the supervising Vice President/Dean (Student or Enrollment Services) to the unit member indicating the contract violation and the contractual requirement of a letter of censure and possible suspension.

24.1.3 Provisions Where Warning Letter Applicable. Add warning letter (as defined above in 24.0.2) to 24.1.1, 24.3.1, 24.4.1, 24.5.1, 24.6.1, 24.8.1, 24.9.1, 24.10.1, 24.12.1, and 24.13.1.

24.1.4 Disciplinary Procedures – Temporary, Part-Time Unit Members.

Beginning with the date of this agreement (9/29/99) and subject to the other provisions of Article 24, any temporary, part-time unit member who violates 24.1, 24.3, 24.4, 24.5, 24.6, 24.9, 24.11, 24.12 and 24.13 (within a three (3) year period, as provided for in 24.13.2) shall be subject to the following penalties.

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First Instance: Censure letter placed in employee's personnel file.

Second Instance: Loss of ETCUM, RETCUM or other temporary hire status and no future re-hire.

With reference to 24.2 and 24.10, the temporary, part-time unit member who in any instance violates these Articles is subject to loss of ETCUM, RETCUM or other temporary hire status and there is no future re-hire.

24.1 Smoking. Smoking by a unit member is prohibited in all District buildings, within ten feet of all buildings, and in District vehicles. Smoking is also prohibited in covered areas adjoining buildings, covered areas in the Physical Education complex, the pool areas and decks, and the covered areas and courtyard of the Science Center.

24.1.1 Penalties. Violations of Contractual Smoking Policy shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file

All subsequent instances: Suspension without pay for 1 day.

24.2 Discrimination/Harassment. A unit member is subject to disciplinary actions for violations of the following contractual and statutorily mandated professional norms: Discrimination and Harassment. For Discrimination and Harassment, a unit member may be subject to progressive discipline as defined in 24.2.6 (c).

24.2.1 Definitions. UPM and the District recognize the necessity of protecting academic freedom in the college environment; however, a finding of discrimination/harassment may obtain where the conduct of a UPM unit member is judged to have violated the following professional norms:

- (a) Submission to the conduct of the unit member is explicitly or implicitly made a term or a condition of an individual's employment, academic status or academic progress.
- (b) Submission to, or rejection of, the conduct of the unit member is used as the basis of employment or academic decisions affecting the individual.
- (c) Submission to, or rejection of, the conduct of the unit member is used as the basis for any decisions affecting the individual regarding the benefits, services, honors, programs, or activities available at or through the District.
- (d) The conduct of a unit member has the purpose of causing a negative impact upon the individual's work or academic performance, or the purpose of creating an intimidating, hostile, or offensive work or educational environment.
- (e) The conduct of a unit member is judged (by an independent arbitrator) to have the reasonable effect of causing a negative impact upon an employee's work or a college student's academic performance, or, where the conduct of a unit member is judged (by an independent arbitrator) to have the reasonable effect of causing an intimidating, hostile, or offensive environment for a fellow employee or for a college student.

Note: Provisions for arbitrators are delineated in Article 12 of this contract and are to be followed.

24.2.2 Actions Which Constitute Sexual Harassment. Actions which constitute sexual harassment include, but are not limited to:

- (a) **Verbal harassment:** Epithets, derogatory comments, slurs, or derogatory jokes based primarily upon sex, or unwelcome requests for sexual favors or unwelcome sexual advances.
- (b) **Physical harassment:** Impeding or blocking movement, or physically interfering with normal work or movement on the basis of sex.
- (c) **Visual harassment:** Derogatory posters, notices, bulletins, cartoons, or drawings if based primarily upon sex.

24.2.3 Parameters: Sexual Harassment Charges. A unit member may not be subjected to sexual harassment charges within the MCCD except as provided for within the UPM-MCCD contract.

24.2.4 Actions Which Constitute Other Forms of Discrimination/Harassment. Actions which constitute other forms of discrimination/harassment include, but are not limited to:

- (a) **Verbal harassment:** Epithets, derogatory comments, slurs, or derogatory jokes based primarily upon race, religion, national origin, handicap, medical condition, marital status, sexual preference or age.
- (b) **Physical harassment:** Assault, impeding or blocking movement, or physically interfering with normal work or movement primarily on the basis of race, religion, national origin, handicap, medical condition, marital status, sexual preference or age.
- (c) **Visual harassment:** Derogatory posters, notices, bulletins, cartoons, or drawings if based primarily upon race, religion, national origin, handicap, medical condition, marital status, sexual preference or age.

24.2.5 Parameters: Other Forms of Discrimination/Harassment Charges. A unit member may not be subjected to non-sexual discrimination/harassment charges within the MCCD except as provided for within the UPM-MCCD contract.

24.2.6 Penalties. Violations of discrimination/harassment contractual constraints shall be penalized as follows:

- (a) **Instances not involving academic freedom.**

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for four (4) days.

All subsequent instances: Suspension without pay for ten (10) days.

- (b) **Instances involving academic freedom.** (Academic freedom shall be here construed in a manner consistent with the various AAUP statements and decisions defining the meaning of academic freedom).

All instances involving academic freedom: Letters of complainants placed in unit member's personnel file if said letters meet the requirements of ARTICLE 7, Sections 7.8 through 7.8.8.

- (c) **Progressive Discipline.** This Agreement incorporates the doctrine of progressive or corrective discipline, which the District shall apply. Disciplinary actions are designed to be progressive and corrective, and relate fairly to the offense. The District shall consider any mitigating circumstances when deciding on the appropriate discipline. Ordinarily, a first offense results in no more than a letter of censure or warning

placed in an employee's personnel file. Ordinarily, a second offense results in no more than a suspension according to the suggested penalties set forth in Article 24.2.6 (a) above. Ordinarily, additional infractions are punished according to the schedule of penalties set forth in Article 24 for the most appropriate violation. The District may depart from this sequence of progressive or corrective disciplinary penalties when it establishes that the misconduct is so serious that different or more serious discipline is warranted, or because it establishes that the scheduled corrective measures could not reasonably be expected to have the effect of correcting the conduct of the employee. In the event of any departure from the progressive or corrective disciplinary sequence of penalties set forth in this Agreement, all other provisions of Article 24 and this Agreement still apply.

DEFINITION: VIOLATION OF CONTRACTUAL PROFESSIONAL NORMS.

24.3 UPM unit members are subject to disciplinary actions for violations of the following contractual and organizationally necessary procedural requirements:

A. *Failure to File Class Rosters.* Failure to file class rosters required for the collection of revenue by their due date. These rosters are to be submitted in the manner of final grades described in 24.3B.2;

B. *Failure to file final grades by their due date.*

1. "Failure to file final grades" shall mean:

(a) sent by regular U.S. Mail; or if received after 2:00 p.m. of the due date cited in the MCCD/UPM academic calendar; or if sent by U.S. Express Mail or commercial express service within the continental United States, no proof of express mailing showing a date at least 3 calendar days prior to the due date

(b) sent to the wrong address

(c) submitted with a missing scanner sheet

(d) scanner sheet unsigned

(e) scanner sheet is folded or mutilated by the instructor prior to being submitted in person or prior to deposit in the drop slot or prior to mailing

(f) entries not made with a #2 or softer pencil

(g) entries made within the "grade bubble" so as to be unreadable by machine (i.e., not completely penciling in the "grade bubble", penciling in above or below the "grade bubble", or penciling in too lightly)

(h) corrections made with "white-out"

(i) a grade entry is omitted

(j) a multiple grade entry is made

(k) an inappropriate grade is made (for example, a "W" at the end of a semester or an "IP" for an unauthorized class)

(l) an "I" or "IP" is awarded without the proper accompanying form

2. Final grades must be submitted in one of the following three manners:

(a) In person at the Office of Admissions and Records on either campus by the unit member or his/her designated non-student representative by 2:00 p.m. of the due date. The District will issue a receipt for all acceptable

documents received in this manner. Issuance of a receipt means the instructor of record will not be liable for discipline under Article 24.3B, but may still be subject to Article 24.3C.

(b) In the Human Resources door mail slot by 2:00 p.m. of the due date or the mail slot to the right of the door to the EOPS Office, Administrative Service Tutoring Center, Room #140 on the Indian Valley campus. The District shall make an effort to contact the unit member by telephone, or mail if necessary, at an address or phone number provided by the unit member, for the purpose of correction or clarification. If the final grades are submitted and do not include any of 24.3B.1(a) through (l), or if corrected by mail or phone, the District will issue a receipt to the unit member.

(c) By 2:00 p.m. of the due date, by U.S Express Mail, to an address specified by the District; or by commercial express or messenger service to the Director of Admissions and Records at an address specified by the District. Documents submitted in this manner must be in a District provided envelope, available only through the Office of Admissions and Records. The District shall make an effort to contact the unit member by telephone, or mail if necessary, at an address or phone number provided by the unit member, for the purpose of correction or clarification. If the final grades are submitted and do not include any of 24.3B.1.(a) through (l), or if corrected by mail or phone, the District will issue a receipt to the unit member.

3. Positive attendance rosters must be submitted in the same manner as final grades (see 24.3B.2.).

(a) Instructors must provide actual number of hours of daily attendance, and totals thereof, by student for positive attendance rosters of lecture classes. For lab classes, at least totals by student must be provided, documented by auditable sign-in sheets (or computer log-on records). The sign-in sheets or computer records should be turned in to the Office of Admissions and Records with the other positive attendance information. If they are not, they must be maintained for four years.

(b) Credit positive attendance rosters are due with final grades if the course ended within the academic semester.

(c) Intersession and non-credit positive attendance rosters are due no later than five (5) working days after the last class meeting ("working days" here means days on which the Office of Admissions and Records is open for business).

C. **Failure to Respond to Written Request for Academic Information in Timely Manner.** Failure to respond within ten (10) working days from the date of receipt of a written request for academic information required for student records from the District registrar.

D. **Failure to Return District Equipment/Materials in Timely Manner.** Failure to return District equipment and materials within 5 calendar days of the date of a request for such a return. The request must be by mail, certified return receipt requested. The five days must be within the 175 assigned days for that individual, or within the contract period plus 30 days for temporary employees.

24.3.1 Penalties. Violations of each separate contractual requirement prescribed above shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

All subsequent instances: Suspension without pay for 2 days.

24.3.2 Request to PAC for Extension of Due Date. In the case of extreme emergency, such as, but not limited to, accident, illness or death in the immediate family, the unit member or his/her designee may request an extension of the due dates specified in 24.3 If a written request accompanied by supporting documentation

indicating inability to perform the required action by the due date is submitted to the Professional Affairs Committee (PAC), the PAC will decide on the request for an extension. The request can be made before or after the due date. In the event that a majority decision cannot be made by the committee, the decision will be made by the Vice President of Academic Affairs. Applicants who are denied an extension may appeal via the provisions of the Grievance Article of this contract.

24.3.3.1 Timeline for Imposition of Penalties. Failure to submit some or all of the required documents or materials, as specified in 24.3A through D. will not result in sanctions under Article 24 until the beginning of the next academic semester (or quarter, for non-credit) after the one in which the violation occurred.

24.4 Use of District Equipment Off Campus. MCCD equipment may be used off the work site by permanent/probationary and temporary unit members only for official college business and only with the prior approval of their immediate supervisor or his/her designee.

24.4.1 Penalties. Violations of restrictions on the use of District equipment and supplies, shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

All subsequent instances: Suspension without pay for 2 days.

24.5 Violations of ARTICLE 5, Section 5.1

DEFINITION: Failure to File Required Absence Report Within Three (3) Working Days Upon Returning to Service in the District.

24.5.1 Penalties. Violations shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

Third instance: Suspension without pay for 3 days.

Fourth instance: Suspension without pay for 5 days.

All subsequent instances: Suspension without pay for 10 days.

24.6 Violations of ARTICLE 5, Sections 5.2.8 & 5.4.3

DEFINITION: Failure to Provide Contractually Required Notice for Absence and Personal Necessity Leave.

24.6.1 Penalties. Violation shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

All subsequent instances: Suspension without pay for 1 day.

24.7 Violations of ARTICLE 5, Sections 5.6.1 through 5.6.1.3 and 5.6.9

DEFINITION: Failure to Perform Contractually Required Assignments on a Sabbatical Leave or to Complete an Alternative Assignment Acceptable to the Sabbatical Leave Committee and the Governing Board.

24.7.1 Penalties. Violations shall be penalized as follows:

All instances: A unit member who fails to complete all or any portion of his/her approved sabbatical leave proposal shall promptly begin repayment of the unearned salary he/she received while on sabbatical (cf. ART. 24.7.2). In addition, a unit member found in violation of this contractual requirement shall not be eligible again for a sabbatical leave until repayment in full is received by the District. His/her eligibility for a sabbatical leave shall begin on the date the repayment is complete. The administrator on the Sabbatical Leave Committee shall report violations of this section of the contract to the Superintendent/President.

24.7.2 Procedure for Determining Repayment of Unearned Sabbatical Compensation.

All instances: A unit member who fails to complete all or any portion of his/her approved sabbatical leave proposal shall submit for review by the Sabbatical Leave Committee a written report identifying the elements of the proposal successfully completed. The committee shall determine the prorated/percentage of unearned salary the unit member is required to repay to the District as provided in 24.7.1 (above). A reasonable repayment schedule, including but not limited to the use of sick leave days, shall be arranged by the parties or their representative.

24.8 Violations of ARTICLE 5, Section 5.6.10

DEFINITION: Failure to File Required Sabbatical Report Within One (1) Semester of His/Her Return to Service in the District.

24.8.1 Penalties. Ten (10) days after receipt of the warning letter indicating an apparent violation of Article V, the following penalties may apply:

Warning Letter (as defined in 24.0.2) shall be issued.

First Notice: Censure letter indicating subsequent penalties placed in employee's personnel file.

Second Notice: If sabbatical report has not been submitted within ten (10) calendar days following the placement of the censure letter in personnel file, the employee shall be suspended without pay for one (1) day.

Third Notice: If sabbatical report has not been submitted within twenty (20) calendar days following the placement of the censure letter in personnel file, the employee shall be suspended without pay for three (3) days.

Fourth Notice: If sabbatical report has not been submitted within thirty (30) calendar days following the placement of the censure letter in personnel file, the employee shall be suspended without pay for ten (10) days.

24.9 Violations of ARTICLE 7, Evaluation Processes

DEFINITION: Failure to Complete the Required Evaluation Procedures in Accordance With the Dates Specified in Article 7.

24.9.1 Penalties. Violations shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

Third instance: Suspension without pay for 3 days.

All subsequent instances: Suspension without pay for 4 days.

24.10 Violations of ARTICLE 7, Section 7.6

DEFINITION: Failure to Perform Contractually Required Service as an Evaluator.

24.10.1 Penalties. Violations shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 1 day.

Third instance: Suspension without pay for 3 days.

All subsequent instances: Suspension without pay for 4 days.

24.11 Violations of ARTICLE 8, Section 8.3.7

DEFINITION: Failure to Meet the Terms of the Individual Unit Member's Contract with the Workload Committee.

24.11.1 Penalties. Violations shall be penalized as follows:

Any instance: A unit member shall be suspended for 15 days without pay and shall immediately begin repayment of the salary received while on stipend, reassigned time or overload assignment, or he/she shall complete the contractual agreement within ninety (90) working days. In addition, a unit member found guilty of this contractual infraction shall not be eligible again for stipends, reassigned time or overload assignments until said contractual agreement has been met. The Administrator(s) on the Workload Committee shall report violations of this section of the contract to the Superintendent/President.

24.12 Violations of ARTICLE 8, Sections 8.2.1, 8.2.2, 8.4, 8.5.1, 8.5.1.1 & 8.5.2

DEFINITION: Failure to Meet Contractually Required Classes and/or Hold Contractually Required Office Hours.

24.12.1 Penalties. Violations shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 2 days.

Third instance: Suspension without pay for 3 days.

All subsequent instances: Suspension without pay for 4 days.

Prorated Salary Reduction. In addition to the penalties cited above, failure to provide contractually required services shall result in a prorated reduction of salary for any unauthorized absence (as provided for in ART.5.2.12 of the C.B.A.).

24.13 Violations of ARTICLE 9, Sections 9.8 through 9.20

DEFINITION: Failure to Perform Contractually Required Flex-Time Assignments.

24.13.1 Penalties. Violations shall be penalized as follows:

Warning Letter (as defined in 24.0.2) shall be issued on each instance.

First instance: Censure letter placed in employee's personnel file.

Second instance: Suspension without pay for 4 days

All subsequent instances: Suspension without pay for 10 days.

Prorated Salary Reduction. In addition to the penalties cited above, failure to provide contractually required services shall result in a prorated reduction of salary for any unauthorized absence (as provided for in ART.5.2.12 of the C.B.A.).

24.13.2 Statute of Limitations. For all violations stated in Article 24 (except sections 24.2, 24.7, 24.10) the following stipulation shall apply: All violations shall be cumulative, except whenever three (3) calendar years follow the date of the last "instance"/violation; in that case, the next violation shall constitute the "first instance" as defined in any particular section.

24.14 Student Complaints

DEFINITIONS:

Student Complaint: A specific allegation by the complainant that a unit member has engaged in behavior towards a student or students that violates State law or Federal law regarding unsafe assignments, harassment or unlawful discrimination.

Complainant: Any student who is officially enrolled in the class of the unit member, or who is otherwise subject to the academic authority of a unit member and who files a student complaint.

Time Limit: Student complaints must be filed no later than one (1) year following the occurrence, or within one (1) year of the date on which the complainant knew or should have known of the facts underlying the complaint.

Unit Member:	Any Educational Instructor, Counselor, Librarian, School Nurse or other “Educational” unit member represented by the United Professors of Marin.
United Professors Of Marin:	The exclusive collective bargaining representative for the educational unit (herein referred to as UPM).
Authorized Representative:	The person or persons designated by the unit member to accompany/advise represent them in the Student Complaint Process, including UPM/AFT, the exclusive bargaining representative, and excluding any other non-exclusive labor representative as defined by the EERA.
Working Day:	Any day of the academic year (including intersessions) during which College offices are open for business.
MCCD-UPM Collective Bargaining Agreement/CBA:	The current labor agreement between the United Professors of Marin and the Marin Community College District.
Notices:	All written notices required by the student complaint process shall be mailed by <i>Certified/Return Receipt Requested</i> to the parties’ last known address. Time limits begin on the postal date stamped on the receipt.
Copies:	The District shall, upon request, provide unit member(s) and UPM/AFT, a copy of all investigative materials related to the Student Complaint Process, as provided for in <i>Faculty Rights</i> , numbers 5. & 6. below.

FACULTY RIGHTS

- 1. Right to Grieve.** Should the unit member or UPM determine that the terms and conditions of the agreement defined herein have been misinterpreted, misapplied or violated, during the processing or investigation of a student complaint, or that the resolution/remedy proposed by management violates one or more provisions of the MCCD-UPM Collective Bargaining Agreement, the unit member or UPM may, within thirty (30) working days of the receipt of the MCCD’s proposed resolution/remedy file a written grievance under Articles 12.2.1 and/or 12.5 of the CBA.
- 2. Right to Representation.** A unit member has the right to be accompanied, advised and represented by UPM throughout the Student Complaint Process.
- 3. Implementation of Resolution/Remedy.** Unless otherwise required by law, implementation of any proposed recommendations/remedy and/or actions shall be held in abeyance until notification of the disposition of the student’s complaint or, if applicable, the final disposition of the unit member’s grievance as provided herein and under Article 12 of the CBA. In the event that grievance is filed over disciplinary action to be taken against a unit member, all timelines relevant to that discipline shall be tolled until completion of the grievance process. In a circumstance where the District determines it is required by law to implement a remedy or recommendation prior to the completion of the process, the District shall provide to UPM and the unit member, a written explanation for the need for immediate or intermediate remedies. UPM reserves the right to file a written grievance under the provisions of Article 12 of the MCCD-UPM CBA. Unless otherwise required by law, the District shall not implement a proposed resolution/remedy of a student complaint until UPM has received a copy of the complaint and proposed resolution/remedy and has been given an opportunity to file a response within thirty (30) working days.
- 4. Review of Materials Not Relevant to Specific Complaint.** Any materials (confidential or otherwise) not relevant to the specific complaint (i.e. materials in the unit member’s personnel/evaluation/medical/other student complaint files) may only be viewed by the complainant and his/her representative with the express permission of the unit member and UPM.

- 5. Notification of Complaint/Time Lines.** Upon receipt of a valid student complaint, the District shall promptly notify the unit member and UPM that a complaint has been filed. In addition, the District shall notify UPM of the name of any unit member who is the subject of a student complaint.
- (a) Within five (5) working days of receipt of a student complaint, the District shall notify the unit member of the source and specific nature of the student complaint and the District's intention to investigate.
 - (b) Once notified by the District, the unit member may designate an authorized representative and notify the District, within five (5) days of receipt of District notification.
 - (c) Within five (5) working days of receipt of authorization, the District shall notify the authorized representative of the source and specific nature of the complaint and the District's intention to investigate.
 - (d) The District shall afford the unit member and/or his/her authorized representative a reasonable opportunity to respond (including the right to identify relevant information).
 - (e) Upon completion of the investigation, the District shall review the investigative report or summary as provided for in Title 5 of the California Code of Regulations with the unit member and his/her authorized representative, if any.
 - (f) Absent the unit member's authorization and to the extent allowed by law, UPM shall be entitled to all relevant materials/documents secured by subpoena, judicial or arbitrator order, or mandated by the EERA.
- 6. Notification of District's Intention to Take Disciplinary Action.** The unit member and UPM shall be notified of the District's intention to take disciplinary action in accordance with the provisions of Article 24 of the CBA and shall promptly receive copies of all materials/documents (including the investigative report or summary) utilized by management and the Governing Board as a basis for the proposed disciplinary action.
- 7. Files and Records: Development/Retention/Confidentiality/Access.** No materials shall be developed or files and records kept that would violate the law, MCCD policies and procedures, the Education Code or the MCCD-UPM CBA. More specifically, no documentation pertaining to any student complaint process shall be included in any unit member's personnel file or student file at any time, except for those resulting from disciplinary action (i.e. as provided for in Article 24 of the MCCD-UPM CBA). All documents, communications and records pertaining to a student complaint shall be confidential and shall be filed in a separate student complaint file in the Office of Human Resources and Labor Relations. The unit member and UPM shall be permitted to examine and/or obtain copies of materials contained in these files.
- 8. Confidentiality.** All information derived from a student complaint is confidential. A student will be informed of the necessity for confidentiality within the student complaint process by the investigator of the complaint. Information shall not be made public nor discussed with anyone other than the participants and their authorized representatives. Any intentional violation of the confidentiality provisions of this agreement by the student complainant or their representative, shall, unless otherwise legally prohibited, result in the immediate termination of the complaint, with prejudice.
- 9. Right to Self-Representation.** A unit member has the right to represent him/herself in the Student Complaint Process without intervention by UPM, provided the Student Complaint Process has not been misinterpreted, misapplied, or violated and provided the resolution/remedy proposed by management does not violate any provision of the MCCD-UPM CBA. However, should UPM determine said violation(s) has occurred, UPM reserves the right to file a written grievance under the provisions of Article 12.5 of the MCCD-UPM CBA. Unless otherwise required by law, the District shall not implement a proposed

resolution/remedy of a student-complaint until UPM has received a copy of the complaint and the proposed resolution/remedy, and has been given an opportunity to file a response within thirty (30) working days. In a circumstance where the District determines it is required by law to implement a remedy or recommendation prior to the completion of the process, the District shall provide to UPM and the unit member, a written explanation for the need for immediate or intermediate remedies.

10. **Recommendations/Actions.** All recommendations, resolutions, remedies and actions taken by the District Governing Board or its Managers shall be consistent with State and Federal law, the MCCD Policies and Procedures, and the MCCD-UPM CBA. In the event of a conflict between the CBA and existing State or Federal law, refer to Article 19 – *Severability* of the current CBA. In the event of a conflict between the CBA and MCCD Policies and Procedures, the CBA shall govern, unless otherwise prohibited by law.
11. **Application of Actions.** All actions taken to remedy Harassment/Discrimination complaints shall be applied according to the definitions provided for in Article 24 of the CBA.
12. The District agrees that Board Policy 5.0021 shall not be used as a rationale, grounds or basis for investigating faculty actions or conduct, or taking any action affecting faculty employment, assignment or perquisites. The District agrees that Board Policy 5.0021 does not/shall not supersede, negate, or extend any provisions of the MCCD/UPM Collective Bargaining Agreements. Should the District need to investigate the actions or conduct of a faculty member or take any action affecting faculty employment, assignment or perquisites the District will follow procedures set forth in the Education Code or in relevant State and Federal Statutes or in the Collective Bargaining Agreement.

Professional Standards/Faculty Rights in Parent Complaint Process

Unit members assigned to the Children’ Center: The PSC shall meet to develop (subject to mutual agreement between UPM and the District) professional standards and faculty rights in reference to a Parent Complaint Process for the Children’s Center.

STATEMENT OF COMMITMENT

Student Complaint Form(s). Any form(s) designed for the use of the unit member and/or UPM regarding Student Complaints shall be the subject of negotiations between the District and UPM representatives to the Professional Standards Committee (PSC) and shall include:

Informing the unit member that he/she has the right to disclose the information to UPM for purposes of obtaining representation.

Informing the student who files a complaint against a unit member that a copy of the complaint documents will be provided to the unit member and that the unit member may share such information with his/her authorized representative.

The opportunity for the unit member and/or his/her authorized representative to respond to the complaint, including the right to identify relevant information and witnesses.

District notification to UPM of the name(s) of the unit member(s) against whom the complaint has been filed and of the District’s intention to investigate prior to initiating disciplinary action.

Informing the unit member that he/she has the right to review the investigative report or summary as provided for in Title 5 of the California Code of Regulations with his/her authorized representative and a District representative.

ARTICLE 25: COPYRIGHT

(Entire Article Applicable to Children's Center Unit Members)

25.1 If a unit member produces copyrighted materials/product(s) as part of his/her required assignment during District reassigned time, or as part of his/her required assignment on a grant received by the District, or as part of his/her required assignment on a District sponsored research and development grant, then the District shall be entitled to repayment of its direct costs of production of said copyrighted materials in the manner stated in 25.2 below.

25.2 All economic benefits derived from a copyright owned by a unit member, but produced as specified in 25.1 above, shall be paid by the unit member to the District until all of the District's documented direct costs are repaid.

ARTICLE 26: REASONABLE ACCOMMODATION

26.1 Reasonable Accommodation

26.2 Procedure. A unit member with a disability who is seeking accommodation under the terms of the Americans with Disabilities Act must submit a *Request for Accommodation* Form F26.0 to Human Resources at least one (1) month prior to the beginning of the semester or as soon as the need for accommodation is known by the unit member. On this form, he/she shall:

- (a) specify the functional limitation(s) as a result of the disability and the desired accommodation to do the job because of these limitations;
- (b) give authorization to the District to send a copy of the *Request for Accommodation* to the UPM representative responsible for the receipt of such requests.

26.3 Medical Verification. If the disability is not obvious or there is doubt about the need for the accommodation, the unit member shall provide written and signed permission for the District to contact the “medical” provider for the limited purpose of determining the unit member’s functional limitation(s) and proposed accommodation(s) with specific concern to:

- (a) the unit member’s ability to perform the specific job with or without accommodation;
- (b) the unit member’s ability to perform the job without posing a “direct threat” to the health or safety of the unit members or others.

“Medical” provider shall include a doctor, psychologist, rehabilitation counselor, occupational or physical therapist, independent living specialist, or other professional with knowledge of the unit member’s functional limitation(s).

26.4 District Process – Review of Request and Information. Human Resources shall review the unit member’s request, the information from the “medical” provider, if applicable, and meet with the unit member to obtain any other proposed accommodation information in order to complete the *Accommodation Analysis*. The unit member is entitled to representation by UPM at the meeting. If there is more than one possible accommodation, the District may select which accommodation to implement from among those that would be reasonable under the circumstances. If appropriate, the District shall make a “reasonable accommodation offer” to the unit member. A copy of the offer shall be sent to the UPM representative responsible for the receipt of *Requests for Accommodation*. The unit member and/or UPM shall have ten (10) working days to accept or reject the offer.

26.5 Required Notice to UPM and UPM Request for Negotiations.

The District shall provide to UPM, as the law requires, information considered in the *Accommodation Analysis*. Any medical information will be released if there are negotiable issues and with the acknowledgement by the unit member.

The District recognizes its obligation to negotiate with UPM on any negotiable issue affected by the “reasonable accommodation offer.”

Upon receipt of the “reasonable accommodation offer,” or upon receipt of the District’s notice that there appear(s) to be a negotiable issue(s), UPM may request that the parties enter into negotiations on the impact of the “reasonable accommodation offer”.

26.6 Unit Member’s Appeal of Denial of Request.

- (a) If the District determines that an accommodation is not necessary, or that accommodating the disability would create an undue burden on the District, the District may deny the *Request for Accommodation*. If the unit member wishes to contest a denial of his/her *Request for Accommodation* or rejects the “reasonable accommodation offer” made by the District, he/she may file a written appeal of the denial or of the rejected offer with the Superintendent/President within ten (10) working days after receipt of the

denial or the rejection of the offer. Within fifteen (15) working days, the Superintendent/ President shall notify the unit member of his/her proposed resolution.

- (b) If the unit member is not satisfied with the Superintendent/ President's proposed resolution, he/she may file a written appeal with the Board of Trustees within ten (10) working days of receipt of the proposed resolution. The Board or its designated subcommittee, shall review the appeal and all pertinent documentation and issue a final District decision within forty-five (45) calendar days after receiving the appeal. The decision of the Board or its designated subcommittee shall be final. A copy of the final District decision shall be forwarded to the unit member and UPM.

26.7 Confidentiality of Information. The existence and nature of a claimed disability and any medical information related to a claimed disability are confidential information. Any party that receives such information will safeguard such information to the maximum extent permissible that will still allow each party to perform its obligations under this Agreement and the law. Each party assumes full responsibility for its own improper disclosure of confidential information obtained through this process.

**COMPOSITION OF NEGOTIATING TEAMS
FOR THE UPM**

Bonnie Borenstein

Deborah Graham

Arthur Lutz

Michele Martinisi

Byron Ramey

John Sutherland

FOR THE DISTRICT

Kristina Combs

Jonathon Eldridge

Claudette Muldowney

Laura Schulkind

Cari Torres

College of Marin
OFFICE HOUR
Full-Time Faculty with Instructional Overload
Temporary, Part-Time Credit Instructional

Name _____ Semester _____

Social Security Number _____

Dean _____ Department _____

Beginning and ending Dates for Office Hour (Maximum 15 weeks)

Beginning Date _____ Ending Date _____

Location of Office Hour: _____

Short Term Class Regular Semester-length Class Both

	8 to 9	9 to 10	10 to 11	11 to 12	12 to 1	1 to 2	2 to 3	3 to 4	4 to 5	Other
Mon.										
Tues.										
Wed.										
Thurs.										
Friday										
	Eligibility:									

Full-Time Faculty with Instructional Overload: Unit members teaching credit classes on permanent/probationary employment contracts for instructional overloads or intersessions and paid on the Credit Salary Schedule.

Temporary, Part-Time Credit Instructional Faculty: Unit members teaching credit classes on part-time employment contracts for instruction in the credit program and paid on the Credit Salary Schedule.

- Conditions:**
- a) the office hour is required, if you meet eligibility;
 - b) the District does not guarantee office space or telephone for part-time unit member;
 - c) an office hour constitutes 60 minutes;
 - d) this assignment is not part of the 67% load limitation;
 - e) the District does not guarantee office space or telephone for part-time unit member;
 - f) this schedule (both copies) must be returned to the Human Resources Department with the signed contract.

Payment During Semester: Payment will be made at the part-time equity Percentage in effect for the semester. If the class(s) is cancelled, you will only be paid for the number of hours held from the start of class to the date of cancellation.

Full-Time Faculty with Instructional Overload:

Assigned Teaching Units
Instruction

No. of Expected Office Hours per Week of

0.1 to 3.0	1
3.1 to 6.0	1 ½
6.1 to 9.0	2
9.1 to 12.0	3
12.1 to 15.0	4

- (a) Each instructor shall post outside his/her office the office times when he/she will be present to meet with students, shall list the office hour/s in the course materials and provide written verification of the scheduled office hour/s to his/her respective Dean.
- (b) Compensation for the office hour/s is included in the percent paid (NOT a separate stipend) and is contingent upon the availability of state funding for part-time office hours for each and every successive year. In the absence of compensation (as defined in 3.1 of the CBA) office hour/s shall not be required.

Temporary, Part-Time Credit Instructional Faculty:

Assigned Teaching Units
Instruction

No. of Expected Office Hours per Week of

0.1 to 3.0	1
3.1 to 6.0	1 ½
6.1 to 9.0	2
9.1 to 12.0	3
12.1 to 15.0	4

- (a) Each instructor shall post outside his/her office the office times when he/she will be present to meet with students, shall list the office hour/s in the course materials and provide written verification of the scheduled office hour/s to his/her respective Dean.
- (b) The office hour/s is not counted in the 67% load restriction under the Education Code.
- (c) Compensation for the office hour/s is included in the percent paid (NOT a separate stipend) and is contingent upon the availability of state funding for part-time office hours for each and every successive year. In the absence of compensation (as defined in 3.1 of the CBA) office hour/s shall not be required.

**UPM/AFT
TEMPORARY CREDIT UNIT MEMBERS ELIGIBLE FOR KAISER
MEDICAL COVERAGE**

APPLICATION FOR WAIVER OF DISTRICT MEDICAL BENEFITS

TO: HUMAN RESOURCES

FROM: _____
Employee

I wish to apply to the District for a waiver of my Kaiser medical benefit coverage and that of my dependents.

In applying for this waiver, I hereby certify and document with attached proof of coverage that I have comparable coverage under another plan.

I understand that in applying for this medical benefit waiver by October 1, I must accept the consequences of my decision which may include, but are not limited to:

- (a) Changes in the law or insurance carrier procedures, which would preclude this option;
- (b) Future changes in the District-offered medical benefits.

I understand that upon approval by the Human Resources Department, I will receive a \$1500 annual payment, or prorata share which reflects the contract year (October 1 to October 1). I understand that I will receive one half of this waiver payment by December 15th with the balance being paid by check no later than March 15th of the following semester. I further understand that I must reapply to Human Resources for this waiver by October 1 of each year, and provide the necessary proof of coverage. To be reinstated to District Kaiser medical benefits, I must apply within 30 days of the start of the class or assignment during the Fall semester to the Human Resources Department.

Loss of Coverage:

In the event of loss of coverage under another plan, I understand that I may reinstate to District Kaiser medical benefits, but that I must apply within 31 days of the date of loss. I would then receive a prorata share of the \$1500 annual payment which reflects that portion of the year that I waived medical benefits. (October 1 to October 1).

Date

Employee Signature

Date

Human Resources

UPM/AFT
PERMANENT/PROBATIONARY UNIT MEMBER

APPLICATION FOR WAIVER OF DISTRICT MEDICAL BENEFITS

TO: HUMAN RESOURCES

FROM: _____
Employee

I wish to apply to the District for a waiver of my medical benefit coverage and that of my dependents with:

Circle One:

- Kaiser
- Health Net
- Health Net Select

In applying for this waiver, I hereby certify and document with attached proof of coverage that I have comparable coverage under another plan.

I understand that in applying for this medical benefit waiver by October 1, I must accept the consequences of my decision which may include, but are not limited to:

- (a) Changes in the law or insurance carrier procedures, which would preclude this option;
- (b) Future changes in the District-offered medical benefits.

I understand that upon approval by the Human Resources Department, I will receive a \$1500 annual payment, or prorata share which reflects the contract year (October 1 to October 1). I understand that I will receive this check no later than December 15th. I further understand that I must reapply to Human Resources for this waiver by October 1 of each year, and provide the necessary proof of coverage. To be reinstated to District medical benefits, I must apply during the Fall semester to the Human Resources Department.

Loss of Coverage:

In the event of loss of coverage under another plan, I understand that I may reinstate to District medical benefits, but that I must apply within 31 days of the date of loss. I would then receive a prorata share of the \$1500 annual payment which reflects that portion of the year that I waived medical benefits. (October 1 to October 1).

Date

Employee Signature

Date

Human Resources Staff

**TEMPORARY UNIT MEMBERS WORKING IN THE NON-CREDIT ADA
GENERATING PROGRAM WHO ARE ELIGIBLE FOR DISTRICT
CONTRIBUTION TO KAISER MEDICAL COVERAGE**

**APPLICATION FOR WAIVER OF DISTRICT CONTRUBUTION TO KAISER
MEDICAL COVERAGE**

To: HUMAN RESOURCES

From: _____
Print Name

I wish to apply to the District for a waiver of the District's contribution to my Kaiser medical benefit coverage and that of my dependents. In applying for this waiver, **I hereby certify and document with attached proof of coverage that I have comparable coverage under another plan.**

I understand that in applying for this waiver of the District's contribution to my Kaiser medical benefit, I must accept the consequences of my decision, which may include, but are not limited to:

- a) My subsequent loss of this other medical coverage for any reason;
- b) The time which will elapse before the District an reinstate coverage (next open enrollment period);
- c) Changes in the law or insurance carrier procedures, which would preclude this opinion;
- d) Future changes in the District-offered medical benefits.

I understand that if approval is forthcoming by Human Resources, I will not receive any monetary remuneration from the District in lieu of this contribution. To be reinstated to District contribution for Kaiser medical benefits, I must apply by October 1 to Human Resources.

Date

Employee Signature

Date

Human Resources Staff

MARIN COMMUNITY COLLEGE DISTRICT
Human Resources Department
AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS

I, _____
(Print Name of Qualifying Partner)

and

I, _____
(Print Name of Domestic Partner)

certify that:

A. We are domestic partners of one another within the following definitions:

DEFINITIONS

Qualifying Partner. Any full-time permanent/probationary unit member who meets the criteria in B. 1. & 2. (a) through (q).

Domestic Partner. Any partner of a qualifying partner who meets the criteria in B. 1. & 2. (a) through (q).

Domestic Partnership. Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

Live Together. "Live together" means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.

Living Expenses. "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.

B. ELIGIBILITY AND ENROLLMENT CRITERIA

1. Each of us understands that in order to enroll for coverage of the domestic partner, each of us must complete, sign under penalty of perjury, and file with the District an affidavit attesting to our meeting eligibility requirements, as provided below.

2. Each of us understands that in addition to meeting the definition of domestic partnership provided in Section "A" above, we must satisfy the additional eligibility criteria provided herein.

(a) Each of us understands that the benefit must be one for which the qualifying partner's spouse would be eligible, if the qualifying partner was married. Such benefits include medical, dental and vision coverage. Retirement Medical insurance, Life Insurance and Disability Insurance are not included. Each of us further understands that benefits will not be provided for the dependents of the domestic partner.

MARIN COMMUNITY COLLEGE DISTRICT
Human Resources Department
AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS
Page 2 of 4

- (b) We are domestic partners according to the definition in Section "A" above.
- (c) We have both reached the age of 18 and are mentally competent to consent to a contract.
- (d) We are each other's sole domestic partner.
- (e) Neither of us is married.
- (f) Neither of us has been a member of another domestic partnership within the previous six months, unless that domestic partnership was terminated by death.
- (g) Neither of us is related to the other by blood as would prevent us from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt, uncle).
- (h) We share the same principal place of residence and intend to do so indefinitely. Currently the address of our principal place of residence is:

- (i) Each of us agrees that we both are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership. Each of us understands that our practice need not be to contribute equally to the cost of the living expenses as long as we agree that both of us are responsible for the total cost.
- (j) Each of us understands and agrees that the qualifying partner may make health plan and other benefit elections on behalf of the domestic partner.
- (k) Each of us acknowledges that the District may require supportive documentation satisfactory to the District concerning any and all eligibility criteria. Such documentation may include a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.
- (l) Each of us understands that in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage set forth in the offered benefit plans themselves. Each of us agrees that by executing the affidavit, each agrees to be bound by the terms and conditions of coverage of the plans.

(m) Each of us understands that under applicable federal and state tax law, District-provided benefits coverage of the domestic partner could result in imputed taxable income to the qualifying partner, subject to income tax withholding and applicable payroll taxes.

MARIN COMMUNITY COLLEGE DISTRICT
Personnel Department
AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS
Page 3 of 4

(n) Each of us agrees to notify the District within 30 days if there is any change of circumstances attested to in this affidavit. The notice is to be in the form of an amendment of this affidavit. The domestic partner agrees that the qualifying partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the domestic partner. If the qualifying partner executes such an option, that qualifying partner shall notify the domestic partner as soon as possible that his/her benefits have been terminated and it shall be sole responsibility of that qualifying partner to make such notification.

(o) Each of us understands that if either of us has made a false statement regarding his or her qualification as a domestic partner or has failed to comply with the terms of this affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorney's fees and court costs.

(p) Each of us understands and agrees that the District Administrator of any benefit plan will initially determine whether a domestic partner is qualified for benefits. Disputes shall be resolved as provided for in Article 16 of the agreement.

(q) Each of us declares under penalty of perjury under the laws of the State of California that the assertions in this Affidavit are true and correct.

Signature of Qualifying Partner

Date of Birth

Signature of Domestic Partner

Date of Birth

MARIN COMMUNITY COLLEGE DISTRICT
Human Resources Department
AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS
Page 4 of 4

State of California)
) ss.

County of Marin)

On this _____ day of _____, in the year 20____, before me,
_____, a Notary Public, State of California, duly commissioned
and sworn, personally appeared _____ and
_____ personally known to me (or proved to me on the basis
of satisfactory evidence) to be the persons whose names are subscribed to within this instrument
and acknowledged to me that they executed the same in their authorized capacities, and that by
their signatures on this instrument the persons executed this instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF CALIFORNIA
My commission expires: _____

Marin Community College District

NOTICE OF UPM/AFT UNIT MEMBER ABSENCE OR ILLNESS

TO: HUMAN RESOURCES

FROM: _____ (APPROPRIATE DEAN/DIRECTOR)

DATE: _____

The following named Unit Member _____ has been determined to be absent from his/her work beginning _____.

SUPERVISOR

Please note: Absence reports for Sick Leave must be submitted to the immediate supervisor within three (3) working days* after return to duty. This is a contract requirement and will allow Human Resources to maintain accurate leave records.

A “day” is defined as any day during which District offices are open for business.

ORIGINAL TO HUMAN RESOURCES; COPY TO EMPLOYEE

ABSENCE.DOC

DPOMCCD Date & Time Stamp

SUBMIT TO DISTRICT HUMAN RESOURCES OFFICE

This report is to be used to report absences from duty, paid or unpaid, authorized or unauthorized, including, but not limited to jury duty, military leave, emergency leave, bereavement leave, sick leave, personal necessity leave, vacation, absence with permission, and leave without pay. **Please indicate if absence is a result of work-related illness or injury.**

Name	Classification
Type of Absence	COM ID #

Is absence from an overload class? Yes No

Dates Absent		Total number of hours Scheduled for entire day, including office hours and professional responsibilities.		Total number of hours absent for entire day, including office hours and professional responsibilities.	
1. _____	6. _____	1. _____	6. _____	1. _____	6. _____
2. _____	7. _____	2. _____	7. _____	2. _____	7. _____
3. _____	8. _____	3. _____	8. _____	3. _____	8. _____
4. _____	9. _____	4. _____	9. _____	4. _____	9. _____
5. _____	10. _____	5. _____	10. _____	5. _____	10. _____

Reason for Absence: Explain in detail for those other than for own illness. _____

Name of Substitute: _____ Voluntarily Substitute? Yes No

See 5.3 of UPM/AFT contract. If absent due to illness or personal necessity for **a period of three days or less**, and your substitute voluntarily substitutes for your class/counseling session/library work, no sick leave days will be charged to your balance. The Absence Report must be submitted to the appropriate dean or director to verify that these conditions have been met. (Trade class – Sub will not be paid)

Employee's Signature	Date
Supervisor's Signature	Date

It is the responsibility of the employee to make a full report on the cause of every absence. If no such report is filed, a full salary deduction is required by law. For complete listing of leave regulations, consult the relevant labor agreement or District Policy, whichever is applicable.

FOR HUMAN RESOURCES USE ONLY

Sick Leave Deduction Required:	Schedule:
Sick Leave and Personal Necessity Deduction Required:	Letter of Censure Required? <input type="checkbox"/> Yes <input type="checkbox"/> No
Other:	Letter of Censure Sent:
	Date:
Approved:	
Deduction Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Data Entry Initial:

**Marin Community College District
UPM/AFT
DONATION OF SICK LEAVE DAYS**

Unit members may voluntarily donate to other unit members up to five (5) days of their accumulated sick leave days not to exceed a total of twenty-five (25) days donated to any one individual unit member in a three (3) year period. Should more time be needed a second request may be made to initiate a second donation request for up to another 25 days of donated leave within the same 3 year period. In no instance shall unit members sell and/or exchange their sick leave for monetary or other considerations.

I, _____ wish to donate _____ days
of my accumulated sick leave to _____.
Print Name of Recipient

Signature _____ Date _____

Submit to: Human Resources

Conference, Honorary Leave, Short Course Request Form for UPM/AFT Unit Members

SUBMIT COMPLETED FORMS TO HUMAN RESOURCES. PLEASE TYPE OR PRINT FIRMLY.

Name _____ Discipline(s): _____

Date of Application _____ Phone _____

IS THIS 15 WORKING DAYS IN ADVANCE OF LEAVE?
IF NOT ATTACH WRITTEN REQUEST FOR WAIVER.

Check one:

- Permanent/Probationary unit member
- Temporary (part time) unit member (must be employed for at least 40% FTE or average 40% in academic year). Your % FTE? _____

BE SURE TO ATTACH:

- Brochure or published materials describing activity
- Completed CEU waiver
- Completed Substitute Form if needed

LEAVE TYPE (check one):

- Short course (Section 5.5.1.2 of the District/UPM Contract)
- Conference leave (Section 5.5.1.2 of District/UPM Contract)
- honorary leave (Section 5.15 of District/UPM Contract)
- District directed or required leave _____

REQUIRES SIGNATURE OF VP/DEAN

NAME OF CONFERENCE/SHORT COURSE: _____
YOU MUST ATTACH CONFERENCE OR SHORT COURSE MATERIALS OR HONORARY LEAVE INVITATION.

LOCATION OF EVENT: _____

CRITERIA MET (check one or more):

- Significant benefit to the institution (explain): _____
- Benefit to member by staying current in own discipline
- Benefit to District by retraining member for teaching, counseling, librarianship, or administration
- Enhancement of teaching methodology
- Increased expertise in meeting learning needs of a changing student population, i.e., re entry student, older student, remediation, etc.
- Formally invited to participate in professional activities with a recognized group, organization, or national/international body

List other MCCD personnel who will attend: _____
GIVE NAME, TEACHING DISCIPLINE(S)

DATES OF LEAVE: From _____ to _____ will you share: hotel costs? Yes No Transportation costs? Yes No

Dates you will be absent from class: _____ Dates and hours you will need a Paid Trade Substitute: _____

Name(s) of paid/trade substitute: _____

BUDGET INFORMATION:

All items must be completed or the form will be returned.
roundtrip transportation:

Car: _____ miles @ _____/mile = \$ _____
Airfare: \$ _____
other: _____ \$ hotel: Your cost for _____ nights is \$ _____
Conference fee: \$ _____
Meals: \$ _____
other Fees: \$ _____

Total travel cost: \$ _____

If honorary leave, amount of compensation: \$ _____

Above to be paid from general Funds: \$ _____

Categorical Funds:* \$ _____

outside Agency Funds:* \$ _____

Total Funds: \$ _____

*requires signature of

Budget Manager: _____

APPROVALS

Professional Affairs Committee Action:

- recommended for approval, for \$ _____
- out of State—needs board approval \$ _____
- recommended for disapproval

Comments: _____

PAC Signature: _____ Date _____

Vice President/Dean Action:

- Approved
- Disapproved (If disapproved, return to originator who may appeal; see grievance Article in contract.)

reason: _____

VP/Dean Signature: _____ Date _____

Human Resources.

Signature_____ Date_____

Marin Community College District

APPLICATION FOR SABBATICAL LEAVE

(UPM/AFT Unit Members Only)

This application form must be submitted to the Sabbatical Leave Committee by October 15 of the year preceding the fiscal year in which the sabbatical leave will be taken. Article 5.6 should be consulted by the applicant prior to filling out this form.

1. Name of applicant: _____

2. Period of leave requested (dates): _____

3. Have you taken a District sabbatical leave before? Yes No. If yes, when? _____

4. Number of consecutive years of full-time service in the District since your last sabbatical leave? _____
A year of full-time service equals:

- A. Any academic year the employee performs assigned duties which result in 100% of paid compensation authorized on the approved salary schedule.
- B. Any academic year the employee is granted a reduced load of 60% or more in compliance with Article 8.15 and is authorized to receive full fringe benefits.
- C. Any academic year for eligible employees on reduced loads below 60% of paid compensation authorized on the approved salary schedule shall be calculated on a pro-rata basis (e.g., 50% load = 1/2 year service credit).

5. Purpose(s) of Leave: Formal study, Independent study, Travel, including study or research

6. Please attach a complete description of your intended leave program, including sufficient detail for evaluation and comparison with other applications. State also the manner in which your proposed program will benefit the District.

7. Should I be awarded a sabbatical leave, I agree to render two full years, or its equivalent within four (4) semesters, of service to the District following the termination of leave; and to file a report of the results of the leave to the Sabbatical Leave Committee.

8. Banked unit(s)? Yes No

If yes - number: 1.5 units (Half Year Leave)

10.5 units (Full Year Leave)

Signature of applicant

Date

SABBAPPL

Marin Community College District

GUIDELINES FOR SABBATICAL APPLICATIONS

The following guidelines are meant to facilitate the process of applying for a sabbatical leave. By following the guidelines, applicants can be sure of providing the Sabbatical Leave Committee with the kind of information which the Committee needs before it can make a fair and reasonable judgment concerning the quality of the application. However, applicants do not need to follow the specific format of these guidelines. The points dealt with here may be addressed in any order and in any structure or style.

The Contract lists three kinds of sabbatical leave: I. Formal study, II. Independent study, III. Travel.

I. FORMAL STUDY

- A. General purpose: How will your proposed plan of study relate to the overall District picture? (Are you required to create new services? Are you anticipating a change in your assignment? Are you doing this to update the knowledge in your field? To learn new techniques? etc.)
- B. Specific purposes: Which services that you now provide or expect to provide will be improved by your proposed course of study, and in what ways?
- C. Content: In which courses do you intend to enroll? Is there any reason to believe that you might not get into those courses, and in that case, what alternative courses would you undertake?
- D. Institution: At which college or university will you enroll? Why did you select that institution? Are you assured of admission? If you are not admitted, which would be your alternative?
- E. Schedule: Provide a schedule of activities, if possible, an approximation if an exact schedule cannot be provided. (The Committee suggests that you be realistic with your time!)
- F. Conclusion: If you have not already done so in sections A and B above, state what product, if any, will result from your project, what the value of your project will be to the District, your students and yourself. State how and when you will share your newly acquired information/data/experiences/insights with your colleagues.

II. INDEPENDENT STUDY

- A. General purpose: How will your proposed plan of study relate to the overall District picture? (Are you required to create new services? Are you anticipating a change in your assignment? Are you doing this to update the knowledge in your field? To learn new techniques, etc?)
- B. Specific purposes: Which services that you now provide or expect to provide will be improved by your proposed course of study, and in what ways?
- C. Justification of Independent Study: Why have you chosen to pursue this project independently rather than in an institutional context?
- D. Content: What exactly are your proposed activities? If your proposal involves reading, provide a bibliography, if possible. If you will visit other institutions, sites, or individuals, list them and their location. If your project involves research, what method will you use to gather your data?
- E. Schedule: Provide a schedule of activities, if possible, and an approximation if an exact schedule cannot be provided. (The Committee suggests that you be realistic with your time!)
- F. Conclusion: If you have not already done so in sections A and B above, state what product, if any, will result from your project, what the value of your project will be to the District, your students and yourself. State how and when you will share your newly acquired information/data/experiences/insights with your colleagues.

III. TRAVEL

- A. General purpose: How will your proposed plan of study relate to the overall District picture? (Are you required to create new services? Are you anticipating a change in your assignment? Are you doing this to update the knowledge in your field? To learn new techniques, etc?)
- B. Specific purposes: Which services that you now provide or expect to provide will be improved by your proposed course of study, and in what ways?
- C. Justification of Travel Component: Why does your proposal require travel? Show that the information/material/data/experiences you seek are best obtained through travel.

Content:

- 1. Itinerary: Make this as complete as possible. State where you will be and when you will be there.
 - 2. Plan of study or research: The contract states that a travel proposal "will normally be approved" only if it involves a plan of study or research. Therefore (unless this has been explained in sections A and B above) say what your plan of study or research will be and how it will relate to your travel. In case of research what method will you use to gather your data?
- E. Conclusion: If you have not already done so in sections A and B above, state what product, if any, will result from your project, what the value of your project will be to the District, your students and yourself. State who and when you will share your newly acquired information/data/experiences/insights with your colleagues.

**"SLIDING SCALE" OF VALUES
FOR EVALUATING SABBATICAL LEAVE PROPOSALS**

CRITERION:

- #1 Value to District, to students and to the unit member. (What the applicant may contribute following his/her return, through classroom teaching, leadership, curriculum development or teaching methods.)
- #2 Applicants not previously having been granted sabbaticals shall be given preference over candidates who have previously been granted sabbaticals.
- #3 If 1st sabbatical application, number of years since hiring date; otherwise number of years since last sabbatical.
- #4 Reasonable distribution in every discipline to the extent required by educational considerations.

According to the Contract, Criterion #1 has PRECEDENCE over #2, #2 has PRECEDENCE over #3, etc., i.e., #1 is more important and must be weighed more heavily, etc.

<p>CRITERION #1: Rate applications on a scale of 0 to 25</p>					
<p>CRITERION #2: Give 12 points to a first time application, 6 to a second, 3 to a third, 1.5 for a fourth, 0 beyond a fourth (By giving criterion #1 25 points potentially, #1 is being given PRECEDENCE over #2, which has only 12 points potentially.</p>					
<p>CRITERION #3: Add the number of years since hiring date (in the case of 1st application) and number of years since last sabbatical (in the case of second and third applications), not to exceed 11 points. (By giving #3 6 points potentially for minimum number of years to meet eligibility, and a maximum of 11 points, #3 is being given third priority.) (See Article 5.6.3)</p>					
<p align="center">TOTALS</p>					

CRITERION #4:
Having made all other determinations, and having discovered that granting leaves based on the foregoing formula will cause a clear imbalance in the disciplines (departments, areas, colleges?), then of 2 people in the same discipline each of whom would receive a leave based on the formula, a leave will be granted only to the applicant who has the highest number of points.

SAMPLE/"SLIDING SCALE" OF VALUES

FOR EVALUATING SABBATICAL LEAVE PROPOSALS

CRITERION:

- #1 Value to District, to students and to the unit member. (What the applicant may contribute following his/her return, through classroom teaching, leadership, curriculum development or teaching methods.)
- #2 Applicants not previously having been granted sabbaticals shall be given preference over candidates who have previously been granted sabbaticals.
- #3 If 1st sabbatical application, number of years since hiring date; otherwise number of years since last sabbatical.
- #4 Reasonable distribution in every discipline to the extent required by educational considerations.

According to the Contract, Criterion #1 has PRECEDENCE over #2, #2 has PRECEDENCE over #3, etc., i.e., #1 is more important and must be weighed more heavily, etc.

***** E X A M P L E S *****

CRITERION #1: Rate applications on a scale of 0 to 25	15	25	20	10	15
CRITERION #2: Give 12 points to a first time application, 6 to a second, 3 to a third, 1.5 to a fourth, 0 beyond a fourth (By giving criterion #1 25 points potentially, #1 is being given PRECEDENCE over #2, which has only 12 points potentially.	6 2nd appl	3 3rd appl	6 2nd appl	12 1st appl	12 1st appl
CRITERION #3: Add the number of years since hiring date (in the case of 1st application) and number of years since last sabbatical (in the case of second and third applications), not to exceed 11 points. (By giving #3 6 points potentially for minimum number of years to meet eligibility, and a maximum of 11 points, #3 is being given third priority.) (See Article 5.6.3)	8 8 years	8 8 years	11 11 years	6 6 years	8 8 years
TOTALS	29	36	37	28	35

CRITERION #4:

Having made all other determinations, and having discovered that granting leaves based on the foregoing formula will cause a clear imbalance in the disciplines (departments, areas, colleges?), then of 2 people in the same discipline each of whom would receive a leave based on the formula, a leave will be granted only to the applicant who has the highest number of points.

Marin Community College District

SUBMIT THIS FORM TO THE PROFESSIONAL AFFAIRS COMMITTEE (PAC)
VIA HUMAN RESOURCES

REQUEST FOR UNPAID LEAVE

Pursuant to provisions of Article 5.8 of the contract between the Marin Community College District and the United Professors of Marin/American Federation of Teachers, I hereby request an unpaid leave of absence:

Name of Applicant: _____

Period of Leave: _____

Purpose of Leave:

- Study
Educational Travel
Research
Organizational Service
Public Service
Private-Sector Employment
Other (please specify)

Explanation:

Any banked unit(s)? Yes [] No []

If yes - number _____

Signature

Date: _____

**COLLEGE OF MARIN
REQUEST FOR EMPLOYEE/FAMILY CARE LEAVE
AND MEDICAL CERTIFICATION FORM**

TO BE COMPLETED BY EMPLOYEE

Employee Name _____

A. Sections 1-5 must be completed by the employee for all employee/family care leave requests.

1. Patient/Child Name _____

2. Patient's/Child's Relationship to Employee _____

3. Date of Injury/Illness/Event _____

4. Probable Duration of Injury/Illness/Event _____

(a) ___ Continuous for _____ weeks.

(b) ___ Intermittent: This is my proposed work schedule.

5. Does the patient require inpatient care in a hospital or residential health care facility? _____ YES _____ NO

(Print Employee Name)

Employee Signature

B. If you are requesting leave due to the birth or adoption of a child or placement of a foster child, sign the following declaration:

I declare under penalty of perjury of law that my request for leave under the College of Marin Employee/Family Care Leave Policy is based on the birth of my child, the adoption of a child by me, or the placement of a foster child with me.

(Print Employee Name)

Employee Signature

TO BE COMPLETED BY HEALTH CARE PROVIDER

C. Complete this section if the employee is requesting leave due to the serious health condition of a family member. Skip to Section D if the employee is requesting leave on account of his/her own serious health condition.

1. Does the patient require assistance for: (Please check all applicable)
 - basic medical care
 - hygiene
 - nutritional needs
 - safety
 - transportation
2. Is the employee's presence necessary or would it be beneficial to the care of the patient? YES NO
3. Estimate amount of time the employee's care is necessary or would be beneficial to the patient. _____
4. Dates of planned medical treatments or visits if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedules of hours per day or days per week. _____

5. Additional Comments:

D. Complete this section if the employee is requesting leave due to the employee's own serious health condition.

1. I have reviewed the attached description of job duties and I certify that because of the employee's serious health condition, the employee is unable to perform the essential functions of his/her position. .
 YES NO
2. Dates of planned medical treatments or visits if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedules of hours per day or days per week.

3. Anticipated Return to Work date _____
4. Additional Comments:

E. **DECLARATION BY HEALTH CARE PROVIDER:**

I certify under penalty of perjury of law that the information I have provided is true and accurate.

Name/Title (Please print) _____

Name /Title (Signature) _____

Address _____

Telephone _____ Date _____

For Human Resources Department Use Only

Employee Meets All Requirements: Yes ___ No ___

If "No", explain:

Manager Notified of Request: (Check) _____

Approval/Disapproval:

_____ Date _____
Human Resources Department

_____ Date _____
Superintendent/President

MARIN COMMUNITY COLLEGE DISTRICT
CONSTRUCTIVE RECEIPTS WAIVER FOR UNITS BANKED

For Calendar Year _____ only

I, _____, (please print) voluntarily agree to revoke my ability to withdraw, at my request, my deferred compensation for banked units earned during this calendar year only and only this calendar year, as outlined in Section 5.17.4 of the MCCD/UPM bargaining agreement.

I agree that the only way that my banked units for this calendar year can be retrieved is through a District-approved leave as outlined in Sections 5.17.2, 5.17.3 and 5.17.4 of the bargaining agreement, or by resignation, retirement, termination, or death.

Signature

Date

Printed Name of Employee

I understand by electing not to sign the above waiver that the District will report all compensation earned from banked units as taxable income this calendar year.

Signed:

Date

Printed Name of Employee

Marin Community College District

SUBMIT THIS FORM TO THE PROFESSIONAL AFFAIRS COMMITTEE (PAC) VIA HUMAN RESOURCES

VOLUNTARY TRANSFER AGREEMENT

Pursuant to provisions of Article 6.1 of the contract between the Marin Community College District and the United Professors of Marin/American Federation of Teachers I hereby request, and will accept if granted, a transfer for the period from:

_____ to: _____.

From: Service Unit (e.g. discipline and/or campus)

Location _____

To: Service Unit (e.g. discipline and/or campus)

Location _____

Effective Date: _____

The following criteria are reproduced from the District UPM/AFT contract:

6.1.1.2 Minimum Qualification (majors or minors). Qualified to perform the services required; plus Section 6.1.1.3.

6.1.1.3 Experience. Must have taught/worked or successfully completed at least six (6) units of upper division or graduate courses in the discipline(s) involved in the two (2) years preceding the transfer.

6.1.1.4 Program Considerations. The requested transfer shall not be approved if there is not a minimally qualified unit member, pool applicant or emergency hire available, at the time of the request, to replace the transferee.

6.1.1.5 Seniority. If all the factors noted above are equal, the bargaining unit member with the most seniority shall have preference except as provided for in 6.3.4.

Unit Member

Recommend/Do Not Recommend:

PAC Signature

Date

Vice President/Dean

Marin Community College District

Unit Member

INVOLUNTARY TRANSFER AGREEMENT

Pursuant to provisions of Article 6.3 of the contract between the Marin Community College District and the United Professors of Marin/American Federation of Teachers you are hereby notified that, for the period from

_____ to: _____ you are to be transferred

From: Service Unit (e.g. discipline and/or campus) _____

Location _____

To: Service Unit (e.g. discipline and/or campus) _____

Location _____

Effective Date: _____

Vice President/Dean Signature

Date

A unit member may request a reduced load as an alternative to an involuntary transfer. If you wish to request a reduced load, you may do so by completing the following and returning to the Vice President or Dean whose name appears above within one week.

I hereby request a reduced load as an alternative to the involuntary transfer described above.

Unit Member Signature

Date

Marin Community College District

ASSIGNMENTS

Pursuant to provisions of Article 6.4 of the contract between the Marin Community College District and the

United Professors of Marin/American Federation of Teachers as a permanent/probationary unit member, I hereby consent to the assignments(s) initialed below for the period of:

_____. Effective Date: _____

1. A full assignment of
 - (a) three (3) days and three (3) evenings per week
 - (b) four (4) days and two (2) evenings per week
 - (c) five (5) days and one (1) evening per week
 - (d) six (6) days with or without evenings

2. Teaching more than
 - (a) three (3) consecutive lecture hours
 - (b) four (4) consecutive laboratory
 - (c) combined lecture-and-laboratory hours

3. A split assignment between Indian Valley Campus and the Kentfield Campus on the same day without mileage paid at the then-current approved Internal Revenue Service rate.

4. A day assignment following an evening assignment by less than eleven (11) hours.

5. (a) More than three (3) new preparations in any one (1) academic year.
 - (b) More than two (2) new preparations in any one (1) semester.

A new preparation is a course of two (2) units or more which the unit member has not taught within the previous (3) years.

6. Prisons or jails.

7. More evening assignments per academic year than each of the other permanent/probationary unit members in my discipline.

8. Contract non-FTES (fee-based) classes.

9. Media courses

10. An extended workyear assignment as defined in Article 8.21.

11. To K-12 sites as described in Article 6.13.

12. Unit members working in the Children's Center shall not be assigned without his/her consent to more than eight (8) consecutive on-site duty hours.

Unit Member

Date

Dean/Director
ASSIGNMT

Date

Marin Community College District

DISTRICT DIRECTED ASSIGNMENTS

Pursuant to provisions of Article 6.5 of the contract between the Marin Community College District and the United Professors of Marin/American Federation of Teachers, the District requires the unit member to perform the assignment(s) initialed below for the period of:

_____. Effective Date: _____

- 1) A day assignment following an evening assignment by less than twelve (12) hours.
- 2) A day assignment of three (3) work days plus evening assignments on two (2) evenings without one (1) of the evenings occurring on the same calendar day as one (1) of the work days.
- 3) A day assignment requiring four (4) work days and one (1) evening if the evening assignment does not fall on one (1) of the assigned work days.

Unit Member

Date

Vice President/Dean

Date

ETCUM Availability Form for Subsequent Semester

It shall be the responsibility of each ETCUM (Eligible Temporary Credit Unit Member) to notify the district in writing of his/her wish to be considered for the assignment of available temporary credit units and of the days and times during which he/she is available to work during the next semester. Such notification shall be accomplished by completing this ETCUM Availability Form and returning it to the Human Resources Department on or before February 1 for Fall semester assignments and September 15 for Spring semester assignments. No ETCUM shall be considered for hiring for the next semester unless the ETCUM Availability Form is returned by the above deadline.

An ETCUM who indicates that he/she is not available for assignment in the coming semester shall not forfeit his/her ETCUM status and by the timely submission of an ETCUM Availability Form shall be considered for assignment in subsequent semesters for which he/she has ETCUM status as defined in 6.8.1 of the CBA.

Please Check one of the following:

Do not consider me for assignment of temporary credit units in any discipline for which I am eligible for the coming _____ (Fall/Spring) semester.

I wish to be considered for assignment in the following discipline(s):

Caution: Failure to work in a given discipline (excluding substitution and intersession) during two consecutive academic years shall result in the loss of ETCUM status in that discipline.

Cross out any days/times you are NOT available for assignment:

FACULTY AVAILABILITY

Name: _____ Semester: _____

Address: _____ Home Phone: _____

Office: COM _____ IVC _____ Office Phone: COM _____ IVC _____

	8 to 9	9 to 10	10 to 11	11 to 12	12 to 1	1 to 2	2 to 3	3 to 4	4 to 5	Other
Mon.										
Tues.										
Wed.										
Thurs.										
Friday										

Name: _____

Signature: _____ Date: _____

Note: You may make additional copies of this form for possible future use.

Marin Community College District

INSTRUCTIONAL PERFORMANCE OBSERVATION FORM

Evaluator will indicate which items appeared during the observation by checking the appropriate line.

Check if Observed

Notes and Comments

COMMUNICATION INSTRUCTIONAL GOALS

- provided outline of course objectives
related instruction to course goals
disclosed social and or intellectual importance of definitions, processes and/or issues under examination

METHODS OF INSTRUCTION

- lecture
discussion
laboratory
clinical
autotutorial
presented material in an organized manner
compare/contrast concepts, definitions, evaluations, processes, theories, etc.
provided examples of material under consideration
provided causal analyses and application theory
supervised laboratory assignments
supervised rehearsals
supervised use of information service technology
questioned students
answered questions
was receptive to student questions
encouraged student participation
requested student feedback

Instructional Performance Observation Form Continued

_____ provided individual attention for students with problems _____

UTILIZED

_____ role play _____

_____ simulation _____

_____ demonstration _____

_____ games _____

_____ audio or visual teaching aids (film, TV, overhead projector, slides, video, etc.) _____

_____ other methods observed _____

STUDENT CLASSROOM BEHAVIOR

_____ appeared attentive _____

_____ took notes _____

_____ participated in discussions _____

_____ performed assigned tasks _____

_____ asked for assistance _____

Evaluatee: _____

Class visited: _____

Visited on the day of _____ **, hours of** _____

Signature of evaluator: _____

This form is to be attached to the "Evaluation Report" that is signed by the evaluatee and the Faculty Advisor.

Marin Community College District

HEALTH CENTER NURSE PERFORMANCE OBSERVATION FORM

Evaluator will indicate which items appeared during the observation by checking the appropriate line.

Check if
Observed

Notes and Comments

_____	provides information or access to information regarding health services available on campus or in the community	
_____	provides information or access to information regarding mental health facilities when appropriate	
_____	provides health counseling	
_____	develops working relationships with clients	
_____	is attentive to clients	
_____	attempts to understand clients needs	
_____	provides the client with time to express his/her needs	
_____	provides an opportunity for follow-up meetings	
_____	protects the privacy of the client	
_____	provides emotional support when appropriate	
_____	provides up-to-date health information	
_____	provides appropriate forms required by the client	
_____	provides appropriate medical services as provided by law and District policy	

Evaluatee: _____ **Date and time visited:** _____

Signature of evaluator: _____

This form is to be attached to the "Evaluation Report" that is signed by the evaluatee and the faculty advisor.

Marin Community College District

LIBRARIAN PERFORMANCE OBSERVATION FORM

Evaluator will indicate which items appeared during the observation by checking the appropriate line.

<u>Check if Observed</u>		<u>Notes and Comments</u>
_____	assists patrons in utilizing the library's resources students faculty staff others	_____ _____ _____
_____	instructs students in library skills/research methods in formal classes in informal sessions	_____ _____
_____	develops and maintains a collection of materials to support the instructional program	_____
_____	communicates with appropriate faculty if coordination of library services with course assignments is requested by faculty	_____ _____
_____	develops and/or teaches credit and/or non-credit classes in library skills	_____
_____	develops print and/or non-print instructional aids to facilitate use of the library	_____
_____	directs patrons to alternative institutional sources of information not available within the MCCD	_____ _____
_____	participates in non-librarianship curriculum development and/or instruction - at his or her self initiation	_____ _____
_____	participates in the selection and/or processing of new library materials	_____

Evaluatee: _____ **Date and time visited:** _____

Signature of evaluator: _____

This form is to be attached to the "Evaluation Report" that is signed by the evaluatee and the faculty advisor.

NOTE: No single librarian is expected to perform all of these tasks in any single observation period and it is understood that some librarians specialize in the services that they provide.

Marin Community College District

COUNSELOR PERFORMANCE OBSERVATION FORM

Counseling Session concerned (circle all relevant topics):

Note: No single counselor is expected to perform all of these tasks in any single observation period and it is understood that some Counselors specialize in services that they provide.

- a. Scheduling of classes
- b. College of Marin Graduation requirements
- c. Degree or certificate requirements
- d. State College or University transfer requirements
- e. Other transfer requirements
- f. Personal problems
- g. Vocational decisions (e.g., test interpretation)
- h. Information on other College services/resources
- i. New student information
- j. Financial aid information
- k. Other (explain): _____

Evaluator will indicate which items appeared during the observation by checking the appropriate line.

**Check if
Observed**

Notes and Comments

COUNSELING KNOWLEDGE/SERVICES

_____	The Counselor provides course requirements and prerequisites related to the student's interests, abilities, and goals.	
_____	The Counselor helped the student develop educational goals and provided the student with alternatives such as, but not limited to, various educational programs leading to a 2-year degree or transfer, etc.	
_____	The Counselor did not make decisions for the student, but instead, placed the responsibility of decision making onto the student by introducing options for consideration.	
_____	The Counselor helped the student understand unclear information and/or told the student how to find further resources such as, but not limited to, financial aid, graduation, or transfer requirements.	
_____	The Counselor assisted the student in defining his/her needs.	

Counselor Performance Observation Form Continued

_____ The Counselor maintains student records as required by Education Code/Title V.

_____ The Counselor appeared attentive.

_____ The Counselor protects the privacy of the student as appropriate.

_____ The Counselor provides the opportunity for the student to express his/her concerns and opportunities for follow-up meetings as needed.

_____ The Counselor provides information and access to information regarding long-term personal counseling.

Evaluatee: _____ **Date and time visited:** _____

Signature of evaluator: _____

This form is to be attached to the "Evaluation Report" that is signed by the evaluatee and the faculty advisor.

Marin Community College District

STUDENT EVALUATION OF COURSE AND INSTRUCTOR

Date: _____ Instructor's Name _____

Course Title and Number _____ Days and Hours _____

The following information is requested of you by your instructor for his or her use in maintaining the quality of instruction.

(5) Strongly Agree, (4) Agree, (3) Neutral, (2) Disagree, (1) Strongly Disagree

1. The requirements for the course have been made clear.
2. The instructor was available during scheduled office hours.
3. The instructor seemed genuinely concerned with student achievement.
4. Challenging questions and problems for discussion were raised in class.
5. Student questions and opinions were encouraged.
6. Class presentations appeared organized and clearly presented.
7. Major points of the course were clearly identified in class.
8. The course has stimulated my interest in the subject.
9. Helpful examples or illustrations were used to clarify course content.
10. Audio or visual aids helped your understanding of the course content.
11. The overall value of class discussions has been valuable.
12. The overall value of the laboratory experience has been valuable.
13. The overall quality of instruction in this course has been valuable.
14. Students are given an opportunity to participate in class activities.
15. Students are treated with courtesy.

----- STUDENTS IN NON-CREDIT CLASSES STOP HERE AND GO TO QUESTION #31 -----

16. Course requirements were clearly presented.
17. Students were informed how they were to be evaluated.
18. Examinations reflected the emphasized aspects of the course.
19. The course covered the material described in the catalog description.
20. The course appeared difficult given my level of preparation.
21. This course demands more study than other courses of equal credit.
22. The students were encouraged to think analytically.
23. The text presented its material clearly.

Marin Community College District

STUDENT EVALUATION OF LIBRARIAN INSTRUCTION

Date: _____ Librarian's Name _____

Course Title and Number _____ Days and Hours _____

The following information is requested of you by your instructor for his or her use in maintaining the quality of instruction.

(1) Strongly Agree, (2) Agree, (3) Disagree, (4) Strongly Disagree, (NA) Not Applicable

1. Librarian spoke in clear and distinct manner.
2. Librarian appeared well-prepared.
3. Librarian geared presentation to the requirements of the class.
4. Librarian was open to students' questions.
5. Librarian explained material in a way I could understand.
6. Librarian's presentation was informative.
7. Librarian's presentation made me feel less intimidated about library research.
8. What changes, if any, would you suggest for this presentation?

Additional Items Added by the Librarian

Marin Community College District

STUDENT EVALUATION OF INDIVIDUAL COUNSELING SESSION

Counselor's Name _____

Date: _____ Hour: _____

The following information is requested of you by your counselor for his/her use in maintaining the quality of counseling.

1. My Counseling Session concerned (circle all relevant topics):

- a. Scheduling of classes
- b. College of Marin Graduation requirements
- c. Degree or certificate requirements
- d. State College or University transfer requirements
- e. Other transfer requirements
- f. Personal problems
- g. Vocational decisions (e.g., test interpretation)
- h. Information on other College services/resources
- i. New student information
- j. Other (explain: _____)

(1) Strongly Agree, (2) Agree, (3) Disagree, (4) Strongly Disagree, (NA) Not Applicable

- 2. The Counselor provided course requirements and prerequisites related to my interests/abilities/goals.
- 3. The Counselor helped me develop my educational goals and provided me with alternatives.
- 4. The Counselor did not make decisions for me but instead placed the responsibility of decision making on me by introducing options for my consideration.
- 5. The Counselor focused on my potentials, not limitations.
- 6. The Counselor helped me understand unclear information and/or told me how to find further resources.
- 7. The Counselor assisted me in defining my needs.
- 8. The information and/or counseling I received was helpful and effective.
- 9. In what ways could the Counselor have been more helpful or effective?

Marin Community College District

PROFESSIONAL SELF-EVALUATION CRITERIA

Unit Member utilizing the Professional Self-Evaluation Form may use all or any of the following categories in completing their report. Unit Member may ignore items which are not applicable to their assignment.

1. Professional Objectives and Methods

- 1.1 List your professional objectives by specific course, activity or service assignment(s).
- 1.2 Describe the methods by which you intend to achieve the objectives stated above.

2. Effects On Students

- 2.1 Describe how you have assessed the effectiveness of your professional work with students.
- 2.2 Provide evidence of your effectiveness.

3. Efforts At Improving Professional Competency

- 3.1 List all discipline and/or occupationally related formal learning experiences you have had in the last four years (formal learning experiences include classes, conferences, workshops, seminars, professional training sessions and similar experiences).
- 3.2 List all discipline and/or occupationally related informal learning experiences you have had in the last four years (informal learning experiences include attendance at concerts, exhibits, performances, site visitations, discipline related private sector employment and other similar experiences).
- 3.3 Professional reading over the last four years (books, articles, journals, information services or other information sources).
- 3.4 List any other efforts you have made to improve your professional competency.

4. Service To The District

- 4.1 Membership on college, District, or contract-related Union committees.
- 4.2 Special assignments, e.g., grants, leaves of absence for special tasks, task force membership, reduced loads for special assignments, or other special assignments for the District or the Union.
- 4.3 Other relevant activities.

5. Service To One's Discipline(s)

- 5.1 Membership in professional associations, publications, papers presented, performances given, exhibits presented, conventions attended, professional positions held, honors earned, educational materials developed or educational methods improved.

6. Future Professional Development

- 6.1 List any plans you have for future professional development.
- 6.2 Describe how the District's management, the Union and/or your colleagues might facilitate your future development as a professional.

Marin Community College District

STATEMENT OF PROFESSIONAL OBJECTIVES

(Probationary Only)

Unit members may choose to interpret this "Professional Objectives" option as applying to their instructional objectives in their respective courses or they may interpret their "Professional Objectives" as much broader and consequently may emphasize program development, innovative instructional methodology or improvements within existing professional methodologies. In either pattern of interpretation, the "Professional Objectives" option emphasizes the impact the unit member anticipates having on his or her students.

If your interpretation of this option emphasizes course related instructional objectives then follow the guidelines stated immediately below:

1. List your course objectives by course topic area (probationary faculty should do this for a minimum of two courses);
2. Describe the educational experiences you have designed to assist students in accomplishing each course objective;
3. Describe how you have assessed the effectiveness of your efforts at accomplishing each course objective;
4. Provide evidence of your effectiveness in accomplishing each course objective.

If your interpretation of this option emphasizes broader considerations than course and topic related objectives then use the following guidelines:

1. List your professional objectives including the positive effects intended for students by your teaching, counseling, librarianship, nursing, media coordination, or other professional services to be provided;
2. Describe the ways in which you intend to achieve the objectives stated above;
3. Describe the means you will use to assess the effectiveness of your efforts at achieving your objectives;
4. Provide evidence of your effectiveness in achieving each of your professional objectives.

Both of the above options may be used if desired by the unit member.

Marin Community College District

EVALUATION PROGRESS REPORT

Article 7.3.5 requires that the UPM Peer Evaluator submit an evaluation process progress report to the supervising Vice President/Dean of the unit member being evaluated by December 1.

Unit Member Evaluatee _____

Peer Evaluator _____

PERFORMANCE OBSERVATION _____
Date completed or scheduled

STUDENT EVALUATIONS 1. _____
Date completed or scheduled

2. _____
Date completed or scheduled

FINAL WRITTEN EVALUATION _____
Due no later than April 15 to Human Resources

EVALUATION REPORT

NAME _____ DATE OF EVALUATION _____

TITLE _____ ADVISOR TO THE EVALUATOR _____

The evaluatee, a probationary / permanent / temporary credit / temporary non-credit (circle one) unit member, and a member of the unit under the terms of the contract, has been evaluated according to the provisions of the contract. Comments are based solely upon the information derived from the negotiated evaluation process (including the student evaluation component).

Based solely on information derived from the above evaluation, the following recommendations are offered for your review:

Signature of Evaluator, Title

Date

After reviewing the comments and discussing your performance review with your evaluator, write any comments that you feel are appropriate. Your signature does not indicate agreement with this report, and is required only to indicate that you have had an opportunity to review the evaluation report and discuss the contents with the evaluator. If necessary, you may attach additional sheets of the same size.

Signature of Unit Member

Date

Signature of Unit Member Advisor

Date

EVALRPCT

Marin Community College District

COACHING PERFORMANCE OBSERVATION FORM

Evaluator will indicate which items appeared during the observation by checking the appropriate line. Observations will be done a minimum of three (3) practice sessions and one (1) contest per individual.

Check if Observed

Notes and Comments

PROFESSIONAL BEHAVIOR

- enthusiastic about his/her profession
presents a positive role model for athletes
demonstrates collegial relationship with staff members

PROGRAM DEVELOPMENT

- enforces team rules in a fair and equitable manner
questions students
answers students
receptive to student questions
requests student feedback
demonstrates concern for the welfare of his/her athletes
has the respect and attention of his/her athletes and peers
supervises all activity as related to practice and contests
supervises non-certificated hourly staff
secures facility upon completion of practice/contest

COACHING TECHNIQUE

- establishes team and individual goals & objectives
conducts well organized practice sessions
develops a practice plan tailored for team needs
utilizes his/her coaching staff competently
demonstrates ability to analyze and correct errors

Coaching Performance Observation Form Continued

- _____ demonstrates ability to teach fundamental skills _____
- _____ knowledgeable about a variety of tactics & strategies _____
- _____ provides casual analyses and application of theory _____
- _____ employs various techniques to enhance student learning _____
- _____ lends a sense of purpose to the practice/contest _____

Evaluee: _____

Practice/Contest Visited: _____

Visited on the day of _____ **, hours of** _____

Signature of evaluator: _____

This form is to be attached to the "Evaluation Report" that is signed by the evaluee and the Faculty Advisor.

Marin Community College District

STUDENT EVALUATION OF COACH

Date: _____ Instructor/Coach's Name _____

Course Title and Number _____ Days and Hours _____

The following information is requested of you by your coach for his/her use in maintaining the quality of coaching.

(5) Strongly Agree, (4) Agree, (3) Neutral, (2) Disagree, (1) Strongly Disagree

1. The requirements for participation as an intercollegiate team member have been made clear to me.
2. I have been briefed and understand the athletic regulations that may affect my eligibility.
3. The conduct guidelines of the Bay Valley Conference have been explained to me.
4. The coach represents the team well both on an off the court/field.
5. The coach is fair in dealing with student-athletes.
6. The coach demonstrates a concern for my personal welfare as an individual and a student-athlete.
7. Practice material is presented in an organized and timely fashion.
8. Practice sessions are designed to be challenging, interesting and relevant to student-athletes
9. Practice/Game goals and expectations for team development are made clear.
10. Individual goals and expectations for personal development are made clear.
11. Practice sessions are of value to the student-athlete.
12. The method and variety of instruction used by the coach has improved my skill level.
13. Helpful examples, demonstrations, or illustrations are used to improve skill development.
14. Practice sessions are well planned with little time being wasted.
15. Skills and concepts are presented in an understandable format.
16. Once the material has been presented, enough repetitions are used to improve my physical and/or mental skills.
17. All practice and game situations are linked to specific objectives.
18. A variety of teaching aides, such as video technology, are used to enhance the process of skill development.
19. The coach demonstrates a thorough understanding and knowledge of his/her coaching field.
20. The coach is organized for both practice and game situations.
21. The coach has my confidence and respect.
22. The coach effectively utilizes the assistant coach(es).
23. The coach is concerned with my academic, as well as athletic performance.

Student Evaluation of Coach Continued

(5) Strongly Agree, (4) Agree, (3) Neutral, (2) Disagree, (1) Strongly Disagree

- 24. The coach is responsive to student questions.
- 25. The coach answers questions in a clear and understandable manner.
- 26. The coach treats the ideas and opinions of the student-athletes with respect.
- 27. The coach provides a forum where differences of opinion between coach and student-athlete can be aired.
- 28. The coach is enthusiastic towards each team practice and contest.
- 29. Working with this coach has helped me move towards achieving my athletic goals.
- 30. Working with this coach has helped me move towards achieving my academic goals.
- 31. Working with this coach has helped me move towards achieving my personal goals.
- 32. Which of the following best describes how you were treated by your coach at the College of Marin?
 - (a) Student-Athlete
 - (b) Athlete Only
 - (c) Object
 - (d) Friend
 - (e) Indifferently

Describe your answer to Question #32 below:

- 33. How did you find out about the College of Marin? (Circle all answers that apply)
 - (a) Coach/Recruited
 - (b) Counselor
 - (c) Friend
 - (d) Advertisement
 - (e) None of the Above

If you were recruited, describe below what you liked or disliked about the process.

- 34. What were the best features of your athletic experience?
- 35. What could be improved in your athletic experience?
- 36. Summarize the performance of the coach and his/her staff and list areas for possible improvement.

Additional Items Added by the Instructor

Off-Site Clinic/Agency Performance Observation
(e. g. Faculty in hospitals, childcare centers, dental offices, medical offices)

This Observation is done in addition to the Performance Observation that is completed in the classroom on campus.

Semester: Fall_____ Spring_____ Year_____

[Check if Observed]

Notes & Comments

PROFESSIONALISM

(Interactions between the instructor and students, staff, patients/clients/children. Attire.)

___ Adheres to COM schedule for clinic/agency. _____

___ Treats students, staff, patients/clients and children with respect. _____

___ Demonstrates and promotes positive and effective interactions between students, staff, patients/clients and children. _____

___ Wears appropriate attire for clinic/agency setting. _____

___ Follows Article 24 – AAUP Professional Standards. _____

CLINICAL/AGENCY COMMUNICATION SKILLS

(Ability to establish and maintain a working relationship with clinic/agency.)

___ Collaborates with clinic/agency staff to implement educational program. _____

___ In advance of student placement, provides to clinic/agency staff in writing, student schedules, objectives and syllabus and other materials/documents required by the clinic/agency staff. _____

___ Orients clinic/agency staff to the nature of the student experience, goals and objectives, level of students, role of faculty and his/her expectations and expectations of the staff. _____

___ Reports pertinent issues/problems to College of Marin Program Director. _____

Off-Site Clinic/Agency Performance Observation
(e. g. Faculty in hospitals, childcare centers, dental offices, medical offices)
Page 2 of 3

This Observation is done in addition to the Performance Observation that is completed in the classroom on campus.

[Check if Observed]

Notes & Comments

CLINICAL/AGENCY INSTRUCTION
(Ability to teach in the clinical/agency setting.)

- | | |
|---|-------|
| <input type="checkbox"/> Is knowledgeable about subject matter and effectively conveys information to students. | _____ |
| <input type="checkbox"/> Comes prepared to clinical/agency setting. | _____ |
| <input type="checkbox"/> Clearly communicates goals to students. | _____ |
| <input type="checkbox"/> Takes time with students and appears to be caring, patient and flexible as appropriate. | _____ |
| <input type="checkbox"/> Responds to student anxiety appropriately. | _____ |
| <input type="checkbox"/> Student assignments are appropriate to the student's learning level and practice setting. | _____ |
| <input type="checkbox"/> Assists students in identifying patterns, relationships and trends. | _____ |
| <input type="checkbox"/> Promotes critical thinking with students. | _____ |
| <input type="checkbox"/> Teaches correct procedures/methodologies and provides rationale for use. | _____ |
| <input type="checkbox"/> Facilitates clinic/agency conferences and encourages development of students' clinic/agency decision-making skills, communication skills, technical skills and professional behaviors. | _____ |
| <input type="checkbox"/> Encourages and responds to students' questions. | _____ |
| <input type="checkbox"/> Incorporates the legal/ethical parameters of the profession into instruction. | _____ |

Off-Site Clinic/Agency Performance Observation
(e. g. Faculty in hospitals, childcare centers, dental offices, medical offices)
Page 3 of 3

This Observation is done in addition to the Performance Observation that is completed in the classroom on campus.

[Check if Observed]

Notes & Comments

EVALUATION

(Ability to evaluate students orally and in writing using clinical evaluation form.)

___ Demonstrates fairness and support in evaluation. _____

___ Provides coaching, querying, feedback and evaluation on an ongoing basis, both orally and in writing. _____

___ Documents student progress and counsels students with agreed upon timelines. _____

CLINICAL COMPETENCY (Nursing Faculty Only)

(Ability to perform all skills appropriate to the patient needs.)

___ Demonstrates clinical competency when teaching/working with students. _____

___ Exhibits psycho/social skills appropriate to the clinic setting. _____

___ Demonstrates use of problem solving/decision making and critical thinking skills with students. _____

___ Demonstrates high level of patient advocacy for students. _____

___ Practices and demonstrates clinical policies & procedures. _____

Evaluate: _____ Date and time visited: _____

Signature of Evaluator: _____

This form is to be attached to the "Evaluation Report" that is signed by the evaluatee and the Faculty Advisor.

May 8, 2003

TO: UPM Members of the Professional Standards Committee
Wendy Ullman, Ed Essick

FROM: District Members of the Professional Standards Committee
Margaret H. Rumford, Jan Dargel

SUBJECT: Off-Site Clinic/Agency Performance Observation

This is the District's counter proposal on the evaluation form. Since the majority of the indices are applicable to faculty in all of the off-site assignments, we propose to keep one form and simply designate the one (1) group of indices entitled 'Clinical Competency' as applying only to nursing faculty.

We also modified the first indice under 'Professionalism' to reference the schedule expected by the College of Marin, not the agency or clinic.

We have signed off on the form. Each of you has received a copy of the proposal. If you are ready to sign off, simply return a signed copy to Maggie. If not, plan to meet on Thursday, May 15 at 8:15 a.m. to discuss.

Marin Community College District

NURSING HOME/SENIOR DAY PROGRAM**Instructor Evaluation By Activity Director**

Date: _____ Instructor's Name _____

Course Title and Number _____ Quarter and Year _____

The following information is requested of you by the College in order to provide feedback to instructor/s for his/her use in maintaining the quality of instruction.

(5) Strongly Agree, (4) Agree, (3) Neutral, (2) Disagree, (1) Strongly Disagree

PREPARATION/TEACHING SKILLS

1. The instructor comes to class well prepared.
2. The instructor varies course content from week to week.
3. The instructor uses a variety of classroom aids to engage students' attention.
4. The instructor's presentations provide a sense of connection to the larger world.
5. The instructor's presentations are thoughtful and current.
6. The instructor presents subject matter in a manner that engages students.
7. The instructor demonstrates ability to engage students of varying cognitive levels.
8. The instructor's presentation is clear and audible.

STUDENT INTERACTION/TEACHING COMMITMENT

9. The instructor makes an attempt to learn students' names.
10. The instructor engages students' interest.
11. The instructor enlists student participation.
12. The instructor treats all students with courtesy and with kindness.
13. The instructor attempts to make contact with students throughout the class.
14. The Instructor is knowledgeable and skilled with the differing functional levels of your population.

PROFESSIONALISM

15. The instructor arrives to class on time.
16. The instructor begins and ends the class as schedules by the College.
17. The instructor is enthusiastic about the subject.
18. The instructor conducts the class in an energetic manner.
19. The instructor organizes presentation for the student to help create a sense of connection with the larger world (e.g. music appropriate to the season, etc.)

(5) Strongly Agree, (4) Agree, (3) Neutral, (2) Disagree, (1) Strongly Disagree

OVERALL VALUE

20. I would like this course to continue.

21. I would like to see this instructor continue with this course.

(5) Excellent (4) Above Average (3) Average (2) Below Average (1) Unsatisfactory

22. Overall rating of this instructor.

23. Overall rating of this course.

Marin Community College District

STUDENT EVALUATION OF COURSE AND INSTRUCTOR

Community Education

Date: _____ Instructor's Name _____

Course Title and Number _____ Days and Hours _____

The following information is requested of you by your instructor for his or her use in maintaining the quality of instruction.

(5) Strongly Agree, (4) Agree, (3) Neutral, (2) Disagree, (1) Strongly Disagree

PREPARATION/TEACHING SKILLS

1. The instructor comes to class well prepared.
2. The instructor's presentations are organized.
3. The instructor appears to be well informed and up-to-date on the subject matter.
4. The instructor provides a sufficient number of definitions, examples and illustrations to help me understand the concepts.
5. Group discussions are relevant to the topic.
6. The instructor's presentation is clear and audible.

STUDENT INTERACTION/TEACHING COMMITMENT

7. The instructor encourages questions from the students.
8. The instructor answers questions in a manner that promotes learning.
9. The instructor inspires me to become engaged with the subject.
10. The instructor appears to know when a student does not understand the material.
11. The instructor treats all students courteously.

PROFESSIONALISM

12. The instructor arrives to class on time.
13. The instructor is enthusiastic about the subject.
14. The instructor stimulates intellectual curiosity.
15. The instructor is tolerant of alternate views.
16. The instructor is careful and precise when answering questions.
17. The description of the class in the course catalog is accurate.
18. The textbook and supplementary materials are appropriate to the course.
19. Audio and/or video aids helped my understanding of course content.

**Student Evaluation of Course and Instructor Continued
Community Education**

(5) Excellent (4) Above Average (3) Average (2) Below Average (1) Unsatisfactory

20. Overall rating of this instructor.
21. Overall rating of this class.
22. The three best features of this class:
23. Improvements/changes, if any, that you would suggest:
- (a) Course
- (b) Instructor
24. Other courses you would like to see offered at the college:
25. Your comments on staff, registration, facilities, parking, services, other:
26. How did you learn about this course? (Circle all appropriate responses)
- (a) Radio (b) College Catalog (c) Flyer (d) College Web Site
- Other _____
27. What times do you prefer to attend classes? (Circle all appropriate responses)
- (a) Weekday afternoons (b) Weekday evenings (c) Friday evening
- (d) Saturday (e) Sunday
28. Which do you prefer:
- _____ One-day workshops
- _____ Classes that meet weekly for two to three hours (e.g. successive Thursday for 8 weeks)
29. Please indicate your primary reason for taking community education courses at the College of Marin.
- (a) To upgrade skills (b) For personal growth (c) Teacher's reputation
- (d) Affordable course fees (e) Other _____

**Student Evaluation of Course and Instructor Continued
Community Education**

30. Is this the first time you have been enrolled in a community education course at the College of Marin?

_____ Yes _____ No

31. Do you take community education classes at other facilities? (Circle all appropriate responses)

- (a) Learning Annex (b) Parks & Recreation (c) Tam District Adult Education
(d) U.C. Berkeley Extension (e) Other _____

OPTIONAL INFORMATION

32. My age is:

_____ 18-30 _____ 31-40 _____ 41-50 _____ 51-65 _____ 65+

33. My highest level of education is:

_____ High School _____ 1 Year College _____ AA Degree _____ BA/BS Degree _____ Graduate Degree

34. Annual household income:

_____ \$15,000-\$25,999 _____ \$26,000-\$34,999 _____ \$35,000-\$49,999 _____ \$50,000 +

STEVCOMMED

Marin Community College District
Children's Center Staff Performance Observation Form

Personal/Professional Qualities:

Arrives at designated hour prepared and ready to work.

Comments:

Is conscientious about attendance. Notifies supervising teacher of absences as far in advance as possible.

Comments:

___ Demonstrates initiative in the performance of classroom duties by self-initiating constructive activities.

Comments:

___ Is flexible enough to change plans or routine activities according to the needs or interests of children.

Comments:

Demonstrates a willingness to continue personal and professional growth.

Comments:

Relationships With Children

Interacts frequently with children, expressing respect for and affection toward children.

Comments:

Helps children to be comfortable, relaxed and involved in play and other activities.

Comments:

___ Treats children of all races, religions, cultures and abilities with respect and consideration.

Comments:

Sets and enforces limits of behavior for children in a consistent, fair and positive manner.

Comments:

Anticipates and/or eliminates potentially dangerous situations and intervenes to redirect behavior.

Comments:

Supports children to be independent throughout the daily routine.

Comments:

Helps children to make smooth transitions between activities in appropriate, child-centered ways.

Comments:

Program Implementation:

Completes written forms, requests, and feedback within the required time.

Comments:

Is observant: circulates throughout the learning environment and guides children as necessary.

Comments:

Is aware of children's interests and strengths.

Comments:

____ Uses expendable materials carefully and economically.

Comments:

Demonstrates confidence and competency in leading teacher-directed activities.

Comments:

Plans developmentally appropriate activities that are engaging and child-centered.

Comments:

Is organized and prepared for daily activities.

Comments:

Working With Staff and Families:

Shares the responsibility of routine tasks.

Comments:

Asks for assistance of director and team mates when appropriate.

Comments:

Demonstrates respect for diversity in staff, children and their families.

Comment :

___ Accepts and implements suggestions of the director and, if applicable, ECE instructors.

Comments:

Shows interest and enthusiasm towards children, staff and families.

Comments:

Maintains confidentiality at all times.

Comments:

Demonstrates an overall attitude of cooperation and goodwill.

Comments:

Communicates openly and is able to listen and respect in other people's perspectives.

Comments:

Marin Community College District Children's Center Staff Professional Development Action Plan

I. Professional Objectives and Methods

1.1 List your professional objectives in each of the following categories:

Personal/Professional Qualities

Relationships with Children

Program Implementation

Working with Staff and Families

1.2 Describe how you plan to meet those objectives.

2. Effects on Children and Families

2.1 Describe how you have assessed the effectiveness of your work with children.

2.2 Provide examples of your effectiveness with children.

2.3 Describe how you have assessed the effectiveness of your work with families.

2.4 Provide examples of your effectiveness with families.

3. Efforts At Improving Professional Competency

3.1 List all courses, conferences, workshops, training's, and seminars that you have attended in the last year.

3.2 List professional literature that you have read over the past year (books, journals, articles, or other information sources).

3.3 List any other efforts that you have made to improve your professional competency.

4. Service to the District

4.1 List any memberships, special assignments or other related activities.

5. Service to One's Discipline

5.1 Membership in professional associations, publications, presentations, professional positions held, honors earned, educational materials developed.

6. Future Professional Development

6.1 List any plans you have for future professional development.

6.2 Describe how the District's management, the Union and/or your colleagues might facilitate your future development as a professional.

REQUEST FOR REASSIGNED TIME, STIPEND, OR OVERLOAD

Submit this form to the UNION-DISTRICT WORKLOAD COMMITTEE (UDWC) via Jo Ellen (Jodi) Fitzgerald in the Curriculum Office.

Name: _____ Dept. _____ Phone: _____

Check one category:

_____ **II.** Externally funded: available through a grant or other externally funded source
Funding source? _____

_____ **III.** On-going: activities of two or more semesters duration, including, but not limited to, coordination responsibilities, department chair duties, etc. (specify purpose)

_____ **IV.** Academic Senate: for unit member serving as President or Officers of the Academic Senate or as chairs of the Curriculum Committee or Academic Standards Committee

_____ **V.** And/Or IR&D - Instructional or learning development: individual research and development projects by the unit member for one or two semesters. Said projects shall be for the exclusive purposes of evaluating, and developing new curricula deemed feasible (as opposed to course preparation for current curricula); evaluation and improvement of instructional effectiveness; improving student learning; increasing student enrollment and retention; and encouraging the adoption of instructional, learning or technical innovations.

_____ Institutional Initiative - Article 8.3.5.

_____ Other District Directed Initiative - Article 8.3.5.

_____ District Directed Program Development - Article 8.3.5.

_____ Teaching Overload (list class(es))

PROJECT/SERVICE PROPOSAL REQUEST FOR REASSIGNED TIME, STIPEND, OR OVERLOAD

for _____ semester _____ year

Project/Service Starting Date: _____ Project/Service Ending Date _____

I. Title and brief summary of your project/service:

II. Complete description of the project/service including objectives (attach sheets).

When describing your project/service, be sure to address the following criteria:

All requests for reassigned time overloads or stipends shall be evaluated using some or all (as explained below) of the following criteria. For the purpose of ranking, points are to be awarded using the scale indicated. (Refer to Article 8.3.3 of the CBA). Note: Not all criteria apply to all categories.

- (1) The problem or need addressed has been adequately thought out and described (0-10 points).
- (2) The problem or need addressed is in support of one or more of the college's goals and objectives (0-7 points).
- (3) The project activities are likely to contribute to updating curricula or instructional effectiveness (0-10 points).
- (4) The project activities are likely to increase student learning and/or retention (0-10 points).
- (5) The project activities are likely to encourage the adoption of instructional, learning or technical innovation(s) at the discipline, department and/or instructional levels (0-7 points).
- (6) The proposed cost and probable availability of personnel, equipment, supplies and/or operational support will be

available (0-5 points).

II. Continued

- (7) The project activities will not adversely effect the discipline or department budget, facilities or schedule (0-5 points).
- (8) The applicant(s) appears to have adequate experience and/or training to carry out the proposed project (0-5 points).
- (9) Number of years since last award to recipient:
 [5 years or never awarded = 5 points; 4 years = 4 points; 3 years = 3 points; 2 years = 2 points; 1 years = 1 point; less than 1 year = 0 points.

All requests in Category II will be evaluated each semester using criteria #6 through #8. All requests in Category III, except department chairs and coordinators designated in 1.3 of the contract, will be evaluated each semester or year using criteria #1 - #4, #6, and #7. All requests in Category V will be evaluated each semester using criteria #1 - #9.

III. Are you requesting:

Reassigned Time? _____ Units

Stipend? _____ Hours

Overload? _____ Units

Rollover? (Applicable to Fall Only) _____ Units

Do you wish to bank any or all of these overload units (Article 5.17)? If so, how many. _____ Units Overload Banked

IV. Is your department aware of this application?

What are the staffing implications in your department if you are awarded this reassigned time?

Your Department Chair will be notified of this proposal for informational purposes only.

V. Have you applied elsewhere (inside or outside the College of Marin) for support for this project?

For your information, upon the awarding of reassigned time, overload, or stipend to a unit member, that unit member shall execute a contractual agreement with the District for the specified number of units or dollars. Upon approval of this application, a contract will be forwarded to you.

This "agreement" will include the following:

1. A statement and description of the final product/service that is to be delivered or outcome that is to be produced for the department, discipline and/or District.
2. The time when the final product or outcome is to be delivered/produced.
3. Signed recognition by the unit member that failure to produce the final outcome or product at the time specified shall result in repayment to the District of all monies received. Repayment may be made through salary deductions at the rate of the original payments. Subject to approval by the UDWC, in lieu of repayment, the unit member may work at his or her own expense for one additional semester to complete the work. Failure to complete in this additional time will result in repayment as above. The recipient shall be ineligible for any reassigned time, overload or stipend until successful completion re repayment.
4. Untimely completion may result in limited future eligibility for reassigned time, overload or stipends. It shall be the responsibility of the UDWC to monitor and review compliance with the "agreement".

cc: Department Chair
Routing: Curriculum Office
Human Resources

Signature

Date

UDWCREQ

AGREEMENT FOR REASSIGNED TIME, STIPEND, OR OVERLOAD

Agreement between _____ and MCCD for Reassigned

Time, Stipend, or Overload for the following purpose:

Title and brief summary of your project/service [except for teaching overload] _____

Check one category:

_____ **II. Externally funded: available through a grant or other externally funded source**

Funding source? _____

_____ **III. On-going: activities of two or more semesters duration, including, but not limited to, coordination responsibilities, department chair duties, etc. [Attach copy of approved proposal]**

_____ **IV. Academic Senate: for unit member serving as President or Officers of the Academic Senate or as chairs of the Curriculum Committee or Academic Standards Committee**

_____ **V. And/Or IR&D - Instructional or learning development: individual research and development projects by the unit member for one or two semesters [Attach copy of approved proposal]**

_____ Institutional Initiative - Article 8.3.5. [Attach copy of approved proposal]

_____ Other District Directed Initiative - Article 8.3.5. [Attach copy of approved proposal]

_____ District Directed Program Development - Article 8.3.5. [Attach copy of approved proposal]

_____ Teaching Overload (list class(es))

To be compensated by :

_____ units reassigned time

_____ units overload

_____ units overload banked

_____ stipend. Indicate number of hours approved by Workload Committee _____.

_____ supplies/contracted services/etc.

Project/Service Starting Date: _____ Project/Service Ending Date _____

I understand failure to complete the project/service and submit a report to UDWC by _____ will result
(date)

in repayment of all monies received. Reports are required from: Category II, Category III (except Department Chairs), Category V, IR & D Projects, Institutional Initiatives, Other District Directed Initiatives and for District Directed Program Development.

Signature: President/Superintendent

Signature: Applicant

Date

Date

UDWCAGRE

Unit Member Evaluation of Department Chairs Form Continued

1 = ACCEPTABLE
 2 = NOT ACCEPTABLE
 3 = NOT OBSERVED

- 16. Provide orientation for new staff in the department.
- 17. Encourage temporary unit members to attend department meetings.
- 18. Conduct departmental faculty meetings at least once a semester for the department's temporary day and evening unit members.
- 19. Hold regularly scheduled advisory committee meetings (for the occupational programs).
- 20. Prepare and submit the total department budget, following conferences with the department members and staff. Be the spokesperson and advocate for the budget.

1	2	3

Evaluator: _____

Name of Department Chair: _____

Dept.: _____

Date: _____

Marin Community College District

REQUEST FOR REDUCED LOAD

Submit this form to the UPM-DISTRICT WORKLOAD COMMITTEE via the Department Chair or Coordinator at least one week before the deadline date for scheduling the semester in which the proposed leave would occur.

TO: UPM/DISTRICT WORKLOAD COMMITTEE

FROM: _____ DEPT. _____
(Name of applicant)

DATE: _____

Semester _____ Units _____

Total number of units to be carried _____ (See Contract Sections 8.14.2, 8.14.3 and 8.14.4 for restrictions and benefit coverage).

Reason for request: (Only if in excess of 3 units, one course, or over 10% of non-credit load. See Section 8.14.2)

Applicant Signature

UDWC Signature/Date

Vice President/Date

cc: Department Chair
Routing: Human Resources
Academic Affairs

UDWCREDL

MARIN COMMUNITY COLLEGE DISTRICT
UPM/AFT UNIT MEMBERS GRIEVANCE FORM
(Effective Fall 1996)

Grievant: _____ Immediate Supervisor: _____

(Additional sheets may be attached, if necessary)

Before filing a formal grievance, defined as an allegation by a grievant that he/she has been directly or adversely affected by a misapplication, a misrepresentation, or a violation of a specific provision of the collective bargaining agreement, the grievant should attempt to resolve the problem by an informal conference.

This grievance form must be submitted within thirty (30) working days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based.

STEP I - To be submitted to the immediate supervisor (management employee) by certified mail.

- A. Statement of the Grievance and date grievant was first affected.
- B. Specific section of the collective bargaining agreement allegedly misinterpreted, misapplied or violated.
- C. Specific remedy sought.

Signature _____ Date _____

Response by immediate supervisor: (To be sent to the grievant and UPM by certified mail within ten (10) working days from the date the grievance was received.)

Signature _____ Date _____

CERTIFICATED GRIEVANCE FORM

STEP II - To be submitted to the Superintendent/President or designee by certified mail within ten (10) days after receipt of Step I Response.

Reasons for disagreement with Step I Response:

Signature _____ Date _____

Decision, with supporting reasons, of Superintendent/President or designee:

(To be sent to the grievant by certified mail within twenty (20) days after receiving the appeal.)

Signature _____ Date _____

Step III - See Article 12.13 of the collective bargaining agreement for method of requesting binding arbitration.

**STUDENT COMPLAINT
INITIAL NOTIFICATION TO UNIT MEMBER
BY THE DISTRICT**

This Notice is the official notification by the District to the Unit Member after receipt of a valid student complaint, as provided for under Article 24.14 – FACULTY RIGHTS – No. 5 (a). The unit member has the right to disclose this information to UPM for purposes of obtaining representation. Further, the unit member has the right to review the investigative report or summary as provided for in Title 5 of the California Code of Regulations with his/her authorized representative and a District representative.

1. Unit Member Subject of Complaint: _____
2. Course (if applicable): _____
3. Date of Filing of Complaint: _____
4. Name of Complainant: _____
5. Basis for Alleged Discrimination/Harassment or Unsafe Assignment:

_____ Ethnic Group Identification	_____ Race
_____ Religion	_____ Physical Disability
_____ Age	_____ Mental Disability
_____ Gender	_____ Sexual Orientation
_____ National Origin	_____ Marital Status
_____ Ancestry	_____ Color
_____ Medical Condition (cancer, genetic characteristics, or pregnancy)	_____ Sex

Specific Nature of the Complaint:

District Factfinder Assigned to Investigation: _____

The District Factfinder will contact you to schedule an appointment to discuss the student complaint. You may bring your representative to any meetings with the Factfinder. If you have any questions or concerns prior to meeting with the Factfinder, please contact the District Compliance Officer on X7504 or 485-9504.

**STUDENT COMPLAINT
INITIAL NOTIFICATION TO UPM
BY THE DISTRICT**

This Notice is the official notification by the District to the UPM after receipt of a valid student complaint, as provided for under Article 24.14 – FACULTY RIGHTS – No. 5 (a).

1. Unit Member Subject of Complaint: _____
2. Date of Filing of Complaint: _____

**STUDENT COMPLAINT
UNIT MEMBER DESIGNATION OF REPRESENTATIVE**

Pursuant to Article 24.14 – FACULTY RIGHTS- No. 5 (b) the Unit Member may identify an authorized representative. This may be the United Professors of Marin, the exclusive representative for faculty at the College of Marin or it may be someone else. He/she may NOT use another faculty organization to represent him/her.

- 1. Unit Member Subject of Complaint: _____
- 2. Course (If applicable): _____
- 3. Date of Filing of Complaint: _____
- 4. Name of Complainant: _____

I _____ authorize _____

to serve as my representative during the Complaint Investigation Process pursuant to Article 24.14 of the

CBA.

Signature

Date

Return within (5) working days of receipt of Initial Notification of Complaint to:

**Linda Beam
Compliance Officer
College of Marin
Kentfield, CA 94904**

6. **Unit Member Response to Complaint:**
(Attach additional pages, if necessary)

7. **Witnesses:**

NAME

ADDRESS

PHONE NO.

**STUDENT COMPLAINT
NOTIFICATION TO AUTHORIZED REPRESENTATIVE
BY THE DISTRICT**

This Notice is the official notification to the Authorized Representative as provided for under Article 24.14 – FACULTY RIGHTS – No. 5 (c).

1. **Unit Member Subject of Complaint:** _____
2. **Course (if applicable):** _____
3. **Date of Filing of Complaint:** _____
4. **Name of Complainant:** _____
5. **Basis for Alleged Discrimination/Harassment or Unsafe Assignment:**

- | | |
|--|---------------------------|
| _____ Ethnic Group Identification | _____ Race |
| _____ Religion | _____ Physical Disability |
| _____ Age | _____ Mental Disability |
| _____ Gender | _____ Sexual Orientation |
| _____ National Origin | _____ Marital Status |
| _____ Ancestry | _____ Color |
| _____ Medical Condition
(cancer, genetic characteristics, or pregnancy) | _____ Sex |

Specific Nature of the Complaint:

District Factfinder Assigned to Investigation: _____

The District Factfinder will contact the Unit Member to schedule an appointment to discuss the student complaint. The Unit Member may bring his/her representative to any meetings with the Factfinder. If you have any questions about the process, please contact the District Compliance Officer on X7504 or 485-9504.

COLLEGE OF MARIN
UPM/AFT Unit Members
Request for Reasonable Accommodation
Under the Americans with Disabilities Act

Instruction for Completing Request

1. When completing the *Functional Limitations Due to Disability* section please identify the job functions or duties you are not able to perform and for which you need accommodation. **DO NOT GIVE DIAGNOSIS OR MEDICAL INFORMATION.**

Example 1: I am not able to teach evening classes for _____ semester(s).

Example 2: I am not able to teach in classrooms where there is no immediate disabled access.

2. When completing the *Desired Accommodation* section, please identify the changes to your job functions or duties that you would need to accommodate your limitations due to your disability. **DO NOT GIVE DIAGNOSIS OR MEDICAL INFORMATION.**

Example 1: I need a day class schedule only for _____ semester (s). I would suggest this schedule _____.

Example 2: I need classrooms assigned where the doorways and restroom facilities are disabled accessible. I would suggest assignment to _____ building and _____ rooms.

3. You acknowledge that the College of Marin will release a copy of this *Request for Accommodation* to the United Professors of Marin (UPM) so that they may determine if there are any negotiable issues. The Union has a duty to represent you regarding your working conditions and the District has an obligation to negotiate any changes in working conditions. The Union will NOT receive any diagnosis or medical information, only that information which you provide on this form, unless there are negotiable issues.
4. Any diagnosis or medical information that the District needs to receive to assess your need for an accommodation will be held in strict confidence in the Human Resources Department unless it is necessary to provide this information to UPM because there are negotiable issues.

**COLLEGE OF MARIN
UPM/AFT Unit Members
Request for Reasonable Accommodation
Under the Americans with Disabilities Act**

Name _____ Discipline _____

College Extension _____ Home Telephone _____

Functional Limitations Due to Disability (Be Specific): **DO NOT GIVE
DIAGNOSIS OR MEDICAL INFORMATION**

Desired Accommodation That Will Allow Me to Perform My Job (Be Specific):
DO NOT GIVE DIAGNOSIS OR MEDICAL INFORMATION

I certify that these statements are true to the best of my knowledge. Further, I acknowledge that the College of Marin must release a copy of this *Request for Accommodation* to the United Professors of Marin (UPM) so that they may determine if there are any negotiable issues.

Signature

Date

DISTRICT ACTION

_____ APPROVED - DISTRICT REASONABLE ACCOMMODATION OFFER:

_____ DENIED – REASON(S) FOR DENIAL:

_____ District Representative

_____ Date

Unit Member and/or UPM Acceptance or Rejection of Offer:

_____ Accept

_____ Reject

If reject, please state reasons:

APPEAL - For denied requests or rejected offers:

1ST Level - (Must be submitted in writing to the Superintendent/President within ten (10) working days after receipt of the denial or the rejection of the offer)

Superintendent/President's Proposed Resolution: (Issued within fifteen (15) working days of receipt of appeal)

Superintendent/President

Date

2nd Level - (Must be submitted in writing to the Board of Trustees within ten (10) working days after receipt of the proposed resolution)

SAMPLE 'WARNING' LETTER

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Date

Name
Address

Dear:

The purpose of this letter is to advise you that you appear to have violated Article 5, Section 5.1 of the MCCD-UPM/AFT Contract, which is subject to sanctions under Article, 24, Section 24.5 of the Contract – (FAILURE TO FILE REQUIRED ABSENCE REPORT WITHIN THREE WORKING DAYS (as defined in Article 12.2.3) UPON RETURN TO SERVICE IN THE DISTRICT). Specifically, you were absent on April 24, 2011 and did not file an absence report until May 21, 2011.

If you believe this notice to be in error or that this violation is mitigated by unavoidable circumstances, Please communicate with me in writing within ten (10) working days (as defined in Article 12.2.3) in order to avoid the imposition of Article 24 sanctions. If I do not hear from you, or if the District is not in error, you will receive the penalty provided for in Article 24.5 of the Contract.

I urge you to carefully examine this and other contractual obligations of Article 24 in order to avoid a letter of censure and subsequent financial penalties.

Sincerely,

Vice President/Dean

Cc: UPM