

ARTICLE 8

FULL-TIME FACULTY SALARY

8.1 SALARY SCHEDULE INCREASE

Due to the State of California fiscal emergency and associated budget projections the District salary schedule will not be increased by a general adjustment (COLA type adjustment) in this contract year. In the event that the District receives an increased funded state COLA and/or growth allocation totaling more than three percent (3%) that is not deficated, the parties agree to a limited re-opener which is limited in both scope and process. The re-opener would be limited to the issue of wages only. The parties further agree that the dispute resolution process shall be mediation only. The District agrees that any confidential "mediated" settlement proposal shall be shared with the Board. Changes to salary for the 2008-2009 fiscal year, if any, shall be implemented by mutual agreement of the parties only.

8.2 SALARY SCHEDULES¹

8.2.1 The current salary schedules for full-time faculty shall be included as Appendix C-1 and C-2 of this contract.

8.2.2 Intersession and summer pro rata salary schedules for full time faculty for the first 40% load for lecture and lab shall be included as Appendix D-3 and D-4.

8.2.3 A faculty member with return rights to a permanent contract position, who teaches 60% or more, but less than a full load 100% (FTE) shall receive pro-rata salary of Appendices C 1 or C 2 and shall receive full employee benefits and shall share the pro-rata cost of their eligible dependents' benefits (see Article 17). Academic adjunct faculty shall receive pro-rata salary and benefits for a given semester as described above only when their assigned load is more than 60% for that semester.

8.3 PLACEMENT OF FACULTY ON SALARY SCHEDULE

Faculty members assigned to provide instructional and non-instructional services shall be placed on the salary schedule and assigned to one of the five (5) salary classes in accordance with 8.4 and 8.5 and sub-sections of this article. Human Resources shall be responsible for the correct placement of each faculty member, in accordance with this contract, and shall forward a copy of the placement and how it was derived to the Faculty Association.

¹ Modifications were made to the 2001/02 salary schedule. Steps 1 through 5 of the schedule were eliminated. The faculty salary schedule was renumbered. Faculty at steps 1 through 5 were moved to step 6, and step 6 became step 1 on the renumbered schedule. A new step 17 was added for column IV. This step has the same conditions applied to the old step 22 for columns V and VI. A new step 19 was added for columns V and VI.

ARTICLE 9

ADJUNCT FACULTY AND SUBSTITUTES

9.1 SALARY SCHEDULE INCREASE

Due to the State of California fiscal emergency and associated budget projections the District salary schedule will not be increased by a general adjustment (COLA type adjustment) in this contract year. In the event that the District receives an increased funded state COLA and/or growth allocation totaling more than three percent (3%) that is not deficated, the parties agree to a limited re-opener which is limited in both scope and process. The re-opener would be limited to the issue of wages only. The parties further agree that the dispute resolution process shall be mediation only. The District agrees that any confidential "mediated" settlement proposal shall be shared with the Board prior to the completion of the process. Changes to salary for the 2008-2009 fiscal year, if any, shall be implemented by mutual agreement of the parties only.

9.2 SALARY SCHEDULE

9.2.1 The current adjunct lecture salary schedule for lecture adjunct and substitute faculty shall be included as Appendix D-1 of this contract which is the new pro rata salary schedule based on 65 percent of the full time salary schedule for adjunct faculty.

9.2.2 The current adjunct lab salary schedule for lab adjunct and substitute faculty shall be included as Appendix D-2 of this contract which is the new pro rata salary schedule based on 77 percent of the full time salary schedule for adjunct faculty.

9.2.3 For Other Contract pay: Non Instructional, Directed Study, Work Experience: see Appendix D-5.

9.3 PLACEMENT OF ADJUNCT FACULTY ON SALARY SCHEDULE

Adjunct Faculty members assigned to provide instructional and non-instructional services shall be placed on the salary schedule and assigned to one of the five (5) salary classes in accordance with sections 9.4 and 9.5. The District shall be responsible for the correct placement of each adjunct faculty member, in accordance with this contract, and shall forward a copy of the placement and how it was derived to the Faculty Association upon written request of the Faculty Association.

9.4 INITIAL CLASS PLACEMENT OF ADJUNCT FACULTY IN DISCIPLINES REQUIRING A MASTERS DEGREE-Effective Fall 2007

Class placement at time of employment is based on the following determining factors. An adjunct faculty member is placed in Classes II through VI depending upon degrees and number of academic units over and above degree(s).

Work experience does not determine appropriate locations for office hours may include, but are not limited to, division offices, division labs, classrooms, tutorial centers, library, student council chambers, campus center, and, at the discretion of the individual regular faculty, shared faculty offices.

9.16 DISBURSEMENT OF SALARY CHECKS TO ADJUNCT FACULTY

Checks shall be disbursed to adjunct faculty on the tenth (10th) of each month in equal payments, as applicable in October, November, December and January for the fall semester; and March, April, May and June for the spring semester. Faculty hired at other times during the semester shall be paid on the tenth (10th) of each month following commencement of services.

9.17 RETIREMENT SYSTEMS/SOCIAL SECURITY TAXES/TAX SHELTERED PROGRAMS

Each new adjunct faculty member will be provided information about all retirement options and required to make a choice in writing within (30) thirty days.

9.17.1 Public Retirement System

Adjunct faculty who do not belong to a public retirement system have the option of enrolling in the State Teachers Retirement System (STRS) defined benefit plan or the STRS cash balance plan. Enrollment in the STRS cash balance will result in a reduction of four percent (4%) of the adjunct faculty member's wages being deposited in the cash balance account at STRS. An equal amount will be contributed by the District.

9.17.2 Social Security

Adjunct faculty employed before January 23, 1998, who choose not to participate in either STRS plan, shall have their wages subject to Social Security, to which the District and faculty shall contribute equally on the first day of the month.

9.17.3 Tax Sheltered Programs

9.17.3.1 Faculty members may participate in a 403 (b) program of their choice, providing the company will sign the District's Hold Harmless Agreement.

9.17.3.2 Faculty members may participate in a 457 plan.

9.18 SENIORITY REHIRE RIGHTS

9.18.1 Adjunct faculty assigned a 33% or more load (not to exceed 67% pursuant to Education Code Section 87482.5) may be granted Seniority Rehire Preference (SRP). SRP status provides a qualified adjunct faculty member with seniority rehire preference rights over other less senior adjunct faculty within the division. "Qualified" shall be determined in accordance with section 9.18.2. SRP status does not confer any rights not specifically identified within this Agreement.

9.18.10.3 Under this status of adjunct faculty, these retired faculty members shall be subject to all other conditions of SRP.

9.19 SUMMER SCHOOL/INTERSESSION ASSIGNMENTS

Summer and intersession assignment preferences will be given to full time faculty first. If a full time faculty member declines the assignment, then the Division Dean shall offer summer assignment or intersession assignments to qualified adjunct faculty in their division who (1) were not employed during the previous summer or (2) who were employed during the summer and/or intersession.

9.20 ASSIGNMENT LENGTH AND MAXIMUM LOADING

Adjunct faculty members shall be responsible and accountable for all District assigned service during the college semester for which they are employed. Assignments are limited to a maximum of 67% of a full load.

9.21 CANCELLATION OF CLASSES ASSIGNED

When an adjunct faculty member's class is canceled in accordance with provisions of section 12.8 of this agreement, the faculty member's assignment shall be terminated. When classes are canceled after they have started, the instructor shall be paid for actual services rendered up to the time of cancellation. If an opportunity exists, another teaching assignment may be offered.

9.22 MEDICAL BENEFITS

9.22.1 A medical benefit package has been implemented August 2002.

9.22.2 Medical benefits will be consistent with the definition stated in the California Education Code, Section 87861 et sec., which defines health insurance benefits to include medical benefits but not vision or dental benefits.

9.22.3 The District will provide health benefits to adjunct faculty allowed under Ed. Code Sec. 87861 as follows:

- Adjunct faculty must work at least 40% cumulative equivalent of a minimum full-time faculty assignment.
- Faculty members will pay one-half (1/2) of the monthly premium.
- The District will submit a claim through the State for 50% matching funds.
- State reimbursement is precluded for adjunct faculty with health benefit insurance from another employer. Therefore, adjunct faculty seeking to qualify for health benefits must provide certification that no other coverage exists.
- Adjunct faculty who are eligible for health benefits shall have the option to add coverage for eligible dependents at the employee's cost.

ARTICLE 10

PROFESSIONAL RECOGNITION

10.1 COMMITTEE

A Professional Recognition Committee (PRC) shall be formed within the District to review applications submitted by faculty members for professional recognition salary increments and for sabbatical leaves (Article 14).

10.1.1 The District PRC shall be composed of the following

- a. a total of three (3) administrators;
- b. a total six (6) faculty - three (3) from each campus appointed by the Senates of each college.

Members of the PRC shall abstain from voting on their own applications.

10.1.2 Responsibilities of the PRC

The PRC shall be responsible for 1) reviewing applications, and 2) recommending approval of sabbatical applications to the Chancellor, and verifying completion of planned activities for the award of professional recognition salary increments and sabbatical leaves.

The Committee shall act fairly and impartially and will treat all applicants respectfully as it carries out its responsibilities. The Committee shall follow appropriate procedures for the orderly implementation of this policy which may include, but not be limited to:

- a. Reviewing and considering applications for the initiation of a professional recognition salary increment period (Steps 14, 17 & 19);
- b. Reviewing and considering modifications to professional recognition plans;
- c. Reviewing and considering requests for extensions of the professional recognition salary increment period.
- d. Reviewing and considering evidence of completion of the planned work for professional recognition;
- e. Creating forms to accomplish the purposes of this policy (See 10.1.3 below);
- f. Creating guidelines for judging professional recognition plans, which shall be agreed to by the District and the Faculty Association prior to implementation.

10.3 EXAMPLES OF ACTIVITIES FOR PROFESSIONAL RECOGNITION INCREMENT

Each faculty member shall develop a plan for professional recognition activity within the framework of broad categories; under which are submitted the specific and verifiable activities deemed to provide professional growth. With the approval of the PRC, activities, travel, (which show the relationship of the proposed travel experience to the professional growth of the applicant), and work experience may be related to the faculty member's assignment and/or provide enhancement of the faculty member's skills, and/or improve the ability to effectively interact with and serve the student population, and/or improve the ability of the faculty member to advance the goals of the college/district. Examples of acceptable professional recognition activities may include but are not limited to the following list:

- 10.3.1 Formal academic work, e.g., taking academic courses for credit in a course of study or practice in a training institute, earning credit in a workshop, formal work under a grant, or appropriate correspondence courses from an accredited college.
- 10.3.2 Cross-disciplinary work, for example, broadening one's research background or study in fields of instruction in areas other than the major or minor discipline that clearly contributes to improving the faculty member's skills for his or her assignment at the college.
- 10.3.3 Undertaking courses of study or other activities to improve specific teaching techniques or methods.
- 10.3.4 Instructional related travel (See 10.4.2).
- 10.3.5 Completion of a research project or an activity related to the applicants assigned field and its publication may be considered even if no college credit is given.
- 10.3.6 District or college sponsored in-service training workshops.
- 10.3.7 PRC approved workshops sponsored by other community colleges, 4-year colleges or universities or professional organizations.
- 10.3.8 Qualifying study or an activity that is directly related to a unit member's contract assignment with the District may be approved for Professional Recognition increment provided that it bears relevance to enhancement of teaching effectiveness.

10.3.9 Credit for Learning Communities and Service Learning

10.3.9.1 Faculty members at classes IV, V and VI on the Academic Salary Schedule who participate in Service Learning and Learning Communities shall earn credit for movement for Professional Recognition steps 14, 17, and 19 (For movement across salary classes, see 8.9.7).

10.3.9.2 In order to qualify for credits for Professional Recognition steps, faculty must complete one or more of the following:

1. Learning Communities

To qualify, a faculty member, in addition to participating in the faculty member's own class, must participate in the linked class for a minimum of one hour per week and confer with their colleague on the planning of the classroom activities and instructional strategies.

- For each unit one (1) unit of linked classroom time (not the faculty member's own class) a faculty member shall receive one (1) semester unit credit.
- A maximum of six (6) unit equivalents may be credited to any single Professional Recognition plan for participation in this initiative.

2. Service Learning

To qualify, a faculty member must supervise and evaluate students' service learning activities. Additionally faculty members must develop and implement service-learning projects for students by working directly with Service-Learning Coordinator(s) and /or directly contacting community organizations.

- For every ten (10) students in a service-learning project per semester, the faculty member shall receive one (1) semester unit credit.
- A maximum of six (6) unit equivalents may be credited to any single Professional Recognition plan for participation in this initiative.

10.4 CRITERIA FOR EVALUATION OF PROFESSIONAL RECOGNITION INCREMENT PLANS

The Professional Recognition Increment plan shall reflect college or university units and/or other activities which have a direct and significant relevance to the professional development of the faculty member.

10.4.1 The standard for professional recognition of academic units shall be equivalent to nine (9) semester units, of which a minimum of three (3) shall be in a collegiate level course. Hours for professional recognition earned outside of regular college classes shall be granted in accordance with the following formula:

- a. Continuing education units or hours earned through at least fifteen (15) hours of learning activity approved by the appropriate licensing board or professional organization are equivalent to one (1) semester unit.
- b. Sixty (60) hours in "work experience" equals one (1) semester unit (maximum of three (3) units in any one nine (9) unit block.)

The Professional Recognition Increment plan shall reflect college or university units and/or other activities which have a direct and significant relevance to the professional development of the faculty member.

10.4.2 If the plan for professional recognition increment includes travel, the plan shall show the relationship of the proposed travel experience to the professional growth of the applicant. Credit for travel will be awarded for the time spent on the relevant activity. Forty-five (45) hours of activity are equivalent to one (1) semester unit with a maximum of three (3) units in any nine- (9) unit block.

10.4.3 For District-sponsored in-service training or workshops, one (1) semester unit will be allowed for each forty-five (45) hours of participation at such sessions if the sessions are held outside the unit member's assigned working hours.

10.4.4 For study, research or activities engaged in under sections 10.3.2, 10.3.3, 10.3.5, 10.3.7 and 10.3.8 one (1) semester unit will be allowed for each forty-five (45) hours of participation if engaged in outside the unit member's assigned working hours.

10.5 VERIFICATION OF COMPLETION

All required verifying evidence of completion for professional recognition increment plans must be submitted to Human Resources.

10.6 APPEALS

Should the PRC not approve the application plan or not certify the work completed, the applicant may appeal the decision by progressing through the following steps. An appeal shall not pass on to the next level until a decision is rendered at the previous level.

Level 1: Ask for reconsideration by the committee, at which time the faculty member may be represented by the Faculty Association.

Level 2: Appeal the committee's decision to the Chancellor of the District.

10.7 PAYMENT

10.7.1 Once the plan for professional recognition has been successfully completed, verified, and approved, the following shall occur.

10.7.2 Verified information that is received by the 15th of any month within the regular annual payroll cycle for that faculty member shall entitle movement on the pay schedule in the next monthly pay period provided that the faculty member would have received a paycheck in that month. Verified information received after the 15th of the month or verified information received in a month in which there is no regular pay period following, shall be paid in the next regular pay cycle.

10.8 LATERAL MOVEMENT RESTRICTION

Work completed to qualify for a professional recognition step increment shall not be used for lateral movement on the salary schedule. This restriction does not apply to class movement for doctoral degrees.

If the Chancellor does not accept the appeal, upon approval of the Board of Trustees, the District may pursue available legal means to recoup the funds paid to the faculty member while on sabbatical leave.

14.8 GRADES

- 14.8.1 Successful completion of an academic activity during a sabbatical shall normally be demonstrated by a grade "B" on an individual course or a "B" point average on more than one course. Exceptions may be considered when an academic institution grades on a "pass/fail" system or when a grade other than "B" is declared as the normal qualifying grade by the conferring institution in a specific academic activity.
- 14.8.2 A faculty member who does not achieve "B" or "Pass" or "Qualifying" grade, as applicable, may be permitted to take the course or courses within the next academic year unless circumstances develop beyond the control of the faculty member that would prevent such completion. In that instance, the faculty member and the PRC shall come to an agreement on a reasonable alternative.

14.9 COMPENSATION

- 14.9.1 Salary Rate
Sabbatical leaves may be arranged for one (1) year with a grant equal to 70% of the basic annual salary; or arranged for one (1) semester with a grant of 90% of one-half year's salary to be effective for those applicants chosen for sabbaticals. Faculty may use available banked overload to increase their salary to 100%.
- 14.9.2 Salary Basis
While on sabbatical leave, the salary the faculty member would have received if the faculty member had been in regular service shall be the basis for computing the faculty member's compensation. Salary for sabbatical leave shall be paid in the same manner as that paid during regular service.
- 14.9.3 Credit on Salary Schedule and Benefits
Time spent on sabbatical leave shall be credited for salary increment and for District benefits, including longevity requirements.
- 14.9.4 Credit for Movement Across the Salary Schedule and for Professional Development Steps
Movement across salary classes and movement for professional development steps is based on continuing educational development of the faculty member including education obtained while on sabbatical.

15.3 OVERLOAD ASSIGNMENT OUTSIDE THE ACADEMIC SEMESTER OF THE 156* DAY CALENDAR

15.3.1 Instructional Faculty

15.3.1.1 Compensation

Full-time faculty shall be paid from the Intersession and Summer Pro-Rata Salary Schedule (Appendix D-3, Lecture, and Appendix D-4, Lab) for any instructional assignment made outside the 156* days as defined by the 156* day academic calendar in effect at that time.

This schedule applies to pre-summer and summer sessions and all instructional assignments outside the 156* day calendar, to the maximum of 40% annually. Instructional overload assignments over the 40% annual maximum will be paid at the faculty member's placement on the Adjunct Pro Rata Salary Schedules (Appendix D-1, Lecture, and Appendix D-2, Lab).

15.3.1.2 Number of Courses

Faculty who teach summer and/or winter intersession may be offered more than one course per session.

15.3.2 Non-Instructional Faculty Overload Outside Academic Semester of 156* Day Calendar

Payment

Unit members shall be paid at the non-instructional hourly rate (Appendix D-5) for service provided outside of the academic semesters.

15.3.3 Priority of Assignment for Overload Outside of Academic Semesters

15.3.3.1 Contract or regular faculty members from the discipline and home campus who were not employed during the preceding summer and/or winter intersession;

15.3.3.2. Contract or regular faculty members from the discipline and home campus who were employed during the preceding summer and/or winter intersession;

15.3.3.3 Contract or regular faculty members from home campus who were not employed during the preceding summer and/or winter intersession;

15.3.3.4. Contract or regular faculty members from the other District campuses who were employed during the preceding summer and/or winter, sessions.

15.3.3.5 Contract or regular faculty members from the other District campus(es) who were not employed during the preceding summer and/or winter intersession;

15.3.3.6 Contract or regular faculty members from the other District campus(es) who were employed during the preceding summer sessions/and or winter intersession.

For the purposes of this section "discipline" is defined as the department where the faculty member either receives his or her 1.0 equivalency load or the majority of the load if he or she teaches in more than one department. Majority of the load shall be defined as 50% or greater of a load.

15.4 BANKING OF OVERLOAD FOR PAID LEAVE

15.4.1 Banking Overload

Full-time unit members may accumulate credit toward paid leave for any instructional overload assignment within or outside of the academic calendar by banking overload in lieu of overload compensation. The percentage of semester FTE credit shall be added to the faculty member's overload bank account. Overload may be banked up to one semester FTE load.

15.4.1.1 Using form(s) supplied by the District, the faculty member shall select an irrevocable option for any overload assignment for the next academic session to either be paid during the academic session or bank the time to be used at a later date.

15.4.1.2 If no form indicating an irrevocable option is submitted prior to the commencement of an overload assignment, then for that faculty member, that overload will be paid at the prescribed rate and no banking will be allowed.

15.4.1.3 The form(s) shall also allow the faculty member to indicate a desire to use some or all of the banked overload in the subsequent academic session. If no form is submitted prior to the dates stipulated in Article 15.4.2, then no paid leave will be allowed for that academic session.

15.4.1.4 Cashing out of any or all banked overload will be allowed subject to the guidelines specified in Article 15.4.4.

15.4.2 Applying Banked Overload to Leave

Banked instructional overload shall be applied to leave in full unit increments of full course loading. Faculty may apply any full unit portion of banked overload to partial or full semester assignments. Faculty may perform additional overload.

ARTICLE 16

TRANSFERS

16.1 PURPOSE OF TRANSFERS

Voluntary transfers provide opportunities for faculty to: renew themselves in a different environment; understand more fully different approaches to delivering student instruction and service; and foster a spirit of cooperative effort and interchange between our District colleges. Transfers also provide the District with an opportunity to benefit from improved morale and cooperative approaches to planning and problem solving at low or no cost.

16.2 DEFINITION OF TRANSFER

For purposes of this Article, a transfer is any relocation of a unit member from one work assignment to another assignment within the same college or from one college to another. Transfers may occur for partial or full loading of a unit member. Three types of transfers exist:

- a) Self-initiated (voluntary)
- b) Exchange (voluntary)
- c) Management-initiated (involuntary)

16.2.1 Tenured faculty transferring to another discipline will retain tenure. The Dean, at his or her discretion, has the right to require an evaluation during that first year and establish an Evaluation Committee (EC) in accordance with the process as described in Article 22.

16.3 TRANSFER RESPONSIBILITY

Authority for making voluntary and involuntary transfers is vested with the college Presidents. Seniority of unit members shall be given special consideration.

16.4 SELF-INITIATED (VOLUNTARY) TRANSFERS

Self-initiated transfers may occur in two ways:

16.4.1 A tenured unit member may request a voluntary transfer to the other college for partial or full work load by filing an appropriate written request with the President of the college to which the unit member wishes to be transferred with a copy of the request to the President of the campus to which the unit member is assigned. If a vacancy occurs on the campus to which transfer is requested during the academic year in which the request was submitted, or for the subsequent fall semester following the request, the unit member shall be considered for the vacancy before any new applicants for the position are sought.

ARTICLE 17

BENEFITS

17.1 BENEFIT COVERAGE

Full-time (1.00 F.T.E.) faculty members in a permanent contract position shall receive full faculty member and eligible dependents' benefits.

A faculty member with return rights to a permanent contract position, who teaches 60% or more but less than a full load 1.00 F.T.E. shall receive full employee benefits and shall share the pro-rata cost of their eligible dependents' benefits.

Adjunct faculty shall receive full faculty member benefits and shall share the pro-rata cost of their eligible dependents' benefits for a given semester as described above only when their assigned load is more than 67% for that semester.

17.1.1 Benefits for eligible unit members shall become effective as of the first day of the calendar month following the month in which service to the District first begins. Matters within the scope of negotiations related to selection or change of providers and coverage shall be negotiated with the Faculty Association. The District shall advise the Faculty Association at least two (2) weeks prior to any changes outside the scope of negotiations.

17.1.2 Medical Benefits

The District shall provide for each eligible faculty member and the member's eligible dependents one of the following medical benefit programs: Kaiser Medical Plan (Group 825) or Blue Cross Prudent Buyer Classic I Plan.

17.1.2.1 Eligible Dependents

Subject to the terms of the contracts with all providers, eligible dependent is defined as the faculty members spouse, domestic partner (subject to the eligibility provisions in each summary plan document) or unmarried child under 19 years of age, or if over the age of 19 but under the age of 25, that child is currently enrolled as a full-time student at an accredited institution. Full-time student is defined as being enrolled in 12 semester or quarter units. A dependent over the age of 19 but under the age of 25 who enters or returns to an eligible status will become eligible for coverage on the first day of the month following the date an enrollment application that is filed on the dependent's behalf.

17.1.3 Dental Benefits

The District shall provide a dental care plan for the eligible faculty member and the member's dependents.

17.1.4 Vision Care Benefits

The District shall provide a vision care plan for each eligible faculty member and the member's eligible dependents.

17.1.5 Life Insurance

The District shall provide a group term life insurance program for its faculty member and a supplemental plan for their dependents.

17.1.6 Disability Insurance

The District shall provide a disability plan for each eligible faculty member.

17.1.7 Employee Assistance Plan

The District shall provide a faculty member assistance plan for each eligible faculty member and the member's dependents.

17.1.8 Flexible Spending Account

Faculty members may participate in an IRC Section 125 plan, effective January 1, 2004.

17.2 MAXIMUM ANNUAL DISTRICT CONTRIBUTION

The District shall contribute to the following benefits an amount not to exceed (in annual cost) the current fixed rates, as follows:

17.2.1 Health and Welfare Benefits: (effective 2008/2009)

	Blue Cross Prudent Buyer	Kaiser	
Employee only	\$7,244.64	\$5,688.00	
Employee plus one dependent	\$14,489.40	\$11,376.00	
Employee plus two or more dependents	\$20,734.16	\$16,097.16	
	Vision Plan	Assistance Plan (EAP)	Dental
Employee only	\$120.96	\$36.00	\$1,592.52
Employee plus one dependent	\$120.96	\$36.00	\$1,592.52
Employee plus two or more dependent	\$120.96	\$36.00	\$1,592.52

ARTICLE 18

RETIREMENT

18.1 RETIREMENT BENEFITS FOR FACULTY HIRED PRIOR TO 9/7/82

Faculty members hired on or before September 7, 1982 shall be eligible for the following District-paid benefits.

For the purposes of this section a retired faculty member is one who has applied, is eligible for and subsequently does receive a retirement benefit from the Public Employees' Retirement System (P.E.R.S.) or State Teachers' Retirement System (S.T.R.S.). A retired faculty member must be 55 years of age or older and must have been continuously employed as a paid full-time regular classified and/or academic faculty member by the District for 10 or more work years immediately prior to retirement.

A faculty member granted a board approved non-paid leave of absence which interrupts the qualifying period of employment may work enough additional days in full-time paid status for the District to compensate day for day for the number of leave days granted and have the additional days counted as if there were no break in service.

18.1.1 Retirement Benefits

Premiums for health insurance benefits shall be paid by the District for a currently-employed unit member who retires and the faculty member's spouse of record or registered domestic partner (subject to eligibility provisions in each summary plan document), subject to all of the following conditions:

For purposes of this Article "spouse" shall refer to both a spouse of record and registered domestic partner.

18.1.2 The District shall contribute to retirement benefits the fixed current maximum annual amount of: (Effective 2008/2009).

	<u>Both Under Age 65</u>		<u>Both Over Age 65</u>		
	<u>Blue Cross</u>				
	<u>Residing</u>	<u>Out</u>		<u>Kaiser</u>	
	<u>in Calif.</u>	<u>State</u>	<u>Kaiser</u>	<u>Blue Cross after 7/1/94</u>	
Retiree Only:	\$10,013.88	\$11,056.44	\$8,538.48	\$5,681.40	\$4,924.44
Retiree and spouse:	\$20,202.28	\$24,019.20	\$17,076.96	\$9,852.24	\$9,848.88

*Plus
Employee Assistance Program \$36.00

- 18.1.3 The only spouse eligible to receive any District retirement benefit shall be the spouse legally married to the retiree (spouse of record) at the time of the retiree's retirement from the District. Coverage of the spouse commences at the time of the faculty member's retirement and ceases upon either the death of the retiree or divorce from the retiree. If the spouse was legally married to the retiree from the time of retirement until the time of the retiree's death, the surviving spouse may remain as a member of the District medical health plan by reimbursing the District quarterly, in advance, for the current group rate cost of such benefit. Such benefit ceases upon remarriage.
- 18.1.4 Upon attaining age 65, the retired faculty member and/or spouse qualifying for Medicare shall be required to take all action necessary to receive such coverage for which they qualify. The District shall pay for a plan which supplements the Medicare coverage. The District shall not pay for any Medicare coverage for which a retiree and/or spouse qualify.
- 18.1.5 Upon attaining age 65 the retired faculty member and/or spouse who does not qualify for Social Security Medical payments without cost shall have the option to continue with a District-paid regular Blue Cross or Kaiser Plan provided they pay the District quarterly, in advance, the difference between the group rate cost of those medical plans and the group rate cost of the above District supplement payments for those faculty member's who qualify for Social Security medical payments.
- 18.1.6 For all faculty employed on or before March 31, 1986, the District shall provide the option for an individual faculty member to elect Medicare coverage. Election of this coverage is one-time and non-revocable. The effective date of Medicare coverage shall be retroactive to November 1992.
- 18.1.7 All faculty members hired on or after 04/01/86 shall be covered by Medicare.
- 18.1.8 The effective date of retirement benefits shall be the first day of the month following the date the faculty member retires from the District.
- 18.1.9 The District shall not pay for health insurance coverage that retiree and/or spouse is not eligible to receive.
- 18.1.10 Participation in the District dental and vision plans may be continued by a retiree and the spouse of record by the retiree paying the District quarterly, in advance, the full cost of such benefits.
- 18.1.11 The benefits of this section shall be available only when the eligible faculty member retires from: (1) State Teachers' Retirement System or Public Employees' Retirement System and (2) the District.

18.2 EARLY RETIREMENT REDUCED WORKLOAD PROGRAM -STRS/PERS

Full-time faculty members may, with District approval, participate in the early-retirement Reduce Workload Program whereby they may reduce their workload from full-time to a minimum of fifty percent (50%) of a regular load and have their retirement and other benefits based on full-time employment. To qualify for this program, the faculty member shall comply with the following:

- 18.2.1 The faculty member must reach the age of 55 prior to the first day of the semester for which the reduced work load is requested.
- 18.2.2 The faculty member must have been employed full-time in the District in a faculty position for at least ten (10) years. The immediately preceding five (5) years must have all been full-time service in the District.
 - 18.2.2.1 The faculty member may not have had a break in service during the five years immediately preceding the reduction in workload.
 - 18.2.2.2 For purposes of this section, sabbaticals, other approved leaves of absence, and unpaid absences from the performance of creditable service for personal reasons do not constitute a break in service.
- 18.2.3 Length of participation in the STRS Early-Retirement Program shall not exceed ten (10) years at which time the faculty member shall retire. Effective upon implementation of the Bridge Plan specified in section 18.4 below, the length of participation in the STRS Early-Retirement Program shall be adjusted not to exceed five (5) years at which time the faculty member shall retire. Length of participation in the PERS Early-Retirement Program shall not exceed five (5) years at which time the faculty member shall retire. The faculty member may elect to retire fully prior to the completion of anticipated participation in this program. The effective date of retirement must occur at the completion of an academic assignment.
 - 18.2.3.1 During the first year of the reduction in work load in the early retirement program, the faculty member may submit a written request to return to full-time employment at the beginning of the next academic year. Such a request shall be granted if it is received by the District on or before April 1st of the academic year in which it is submitted.
 - 18.2.3.2 The option of part-time employment shall be exercised at the request of the faculty member and can be revoked only with the mutual consent of the faculty member and employer.

The option of participation in said program shall be initiated by the faculty member. A formal written request must be submitted to Human Resources by April 1 of the preceding Academic year. The specific assignment must be mutually agreed upon by the faculty member and employer. The District must inform the member in writing, of action on the request at least thirty (30) days prior to the beginning of the effective semester.

- 18.2.5 The minimum 50% of an annual regular work load may be one semester full-time or two semesters half-time or any variation that will result in completing the minimum of 50% employment within one fiscal year.
- 18.2.6 The faculty member shall receive a salary which is the pro-rata share of the salary the faculty member would have received in full-time employment.
- 18.2.7 The faculty member shall retain all other rights and benefits for which the faculty member and/or the District makes payments that would be required if the faculty member remained in full-time employment.
- 18.2.8 The faculty member and employer agree to submit contributions to the S.T.R.S./P.E.R.S. based on compensation which the faculty member would have earned for full-time service.
- 18.2.9 All leave benefits afforded a faculty member shall be earned by the Early-Retirement Program participant on a pro-rata basis of a full-time workload.
- 18.2.10 During the first year of a faculty member's participation in this program, said faculty member shall be deemed to be on a leave for that portion of the workload that has been reduced. If the faculty member wishes to be re-instated to a full-time position, the faculty member must notify the District in writing of the intent to return no later than April 1 of the year of participation in this program. When a faculty member notifies the District of intent to be reinstated, the District shall do so.
- 18.2.11 Early retirees will have the option of making up days of non-paid absence per year based upon their percentage of load (one day for each 10% of load) by performing additional duties approved by the college.
- 18.2.12 A faculty member whose contract has been reduced under this article shall fulfill the appropriate pro-rata share of other faculty duties that would have been required had the faculty member continued as a full-time faculty member.

18.3 POST-RETIREMENT SPECIAL BENEFIT PROGRAM

The Post-Retirement Program allows retirees to continue to render service to the District for a maximum period of two (2) years under the following conditions after the effective date of retirement.

- 18.3.1 Any full-time academic faculty member of the District desiring to participate in the Post-Retirement Special Benefits program shall make the request in writing to the appropriate Dean at least sixty (60) days prior to the effective date for retirement, which must be at the end of an academic semester.

The Dean shall make a recommendation to the President who shall forward the recommendation for action to Human Resources.

- 18.3.2 To be eligible for the Post-Retirement Special Benefit program, a faculty member must meet the following requirements:
- a. Have completed by the date of retirement a minimum of ten years (10) of full-time, satisfactory service to the District;
 - b. Have attained at least the age of fifty-five (55) by the date of retirement.
- 18.3.3 The post-retirement service shall be within the faculty member's faculty service area as recorded by the District at the time of retirement. Participants shall not have a right to bump full-time faculty.
- 18.3.4 During the regular academic semester's summer and intersession, the faculty member shall be paid at the appropriate pro rata rate from the Adjunct salary schedule. (Appendices D-1, D-2, D-3)
- 18.3.5 While participating in this program, the faculty member shall receive District-paid medical and have the option of purchasing dental and vision coverage.
- 18.3.6 The maximum amount earnable by the retiree shall be subject to adjustment by the S.T.R.S. Board on July 1 of each year.
- 18.3.7 Provided the faculty member's performance is rated "Proficient Performance" or better an employment contract issued under the post retirement provisions shall be renewed for each semester up to the maximum of a two (2) year period.

18.4 BRIDGE PLAN (Availability of Medical Benefits for Eligible Faculty between Retirement and Medicare)

This Section shall not be effective until such time as the District successfully issues Other Post Employment Benefit (OPEB) bonds in an amount sufficient to cover the actuarially determined cost of the unfunded accrued liability for District OPEBs. Until such time, existing contract language shall remain in place.

Once the contingency is removed the following shall be implemented:

Effective May 22, 2009, or if delayed, as soon as possible upon the issuance of bonds as specified above, the District will include a bridge plan providing fully paid health insurance for the eligible retiring bargaining unit member only, subject to the requirements of the plan and the following:

1. The faculty member must have been employed full-time (including early retirement reduced workload program) in the District in an academic position for at least fifteen (15) consecutive years immediately preceding retirement from the District.

2. The faculty member may not have had a break in service during the fifteen years immediately preceding retirement. For the purposes of this section, sabbaticals, other approved paid leaves of absence, and paid or unpaid legally required and protected medical and family leaves do not constitute a break in service. Other approved unpaid leaves of absences do count as a break in service.
3. The faculty member must have reached the age of 60 prior to the first day of retirement.
4. The bridge plan will cover eligible retirees until age 65 only. (If the legal age of eligibility for receiving Medicare benefits increases beyond 65, the District and the Union agree to reopen this section to meet and negotiate the impact.)

ARTICLE 32

TERM

This Agreement shall remain in full force and effect up to and including June 30, 2009, and thereafter, shall continue in effect year by year unless one of the parties notifies the other in writing by February 15, 2009.

IN WITNESS WHEREOF the parties execute this Agreement on the day of November 11, 2008

SAN JOSE/EVERGREEN
COMMUNITY COLLEGE DISTRICT

FACULTY ASSOCIATION, AFT 6157

Randall Okamura
President, Board of Trustees

David Yancey
President, Faculty Association AFT 6157

Rosa G. Perez
Chancellor

Barbara Hanfling
Executive Director, Faculty Association AFT 6157

APPENDIX A

COMPOSITION OF NEGOTIATING TEAM

District Team

Donna Williamson

Kuni Hay

Lois Lund

Leandra Martin

Faculty Association Team

Barbara Hanfling

Deborah De La Rosa

Frank Espinosa

Mark Newton

Jory Segal

**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT
2007-08 ACADEMIC SALARY SCHEDULE
10 Month**

Effective 8/1/08
Board Approved: 11/11/08

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
DISCIPLINES REQUIRING MASTER'S DEGREE:					
Minimum Qualifications	BA + 45#	BA + 60#	BA + 81#	Doctorate	
Master's Degree	w/MA	w/MA	w/MA		
DISCIPLINES NOT REQUIRING MASTER'S DEGREE:					
Minimum Qualifications	AA + 40 *	AA + 80 *	Master's Degree	Doctorate	
AA + 6 Years	or Bachelor's Degree	or BA + 20 *			
STEP					
1	58,846	61,082	63,526	65,974	67,927
2	60,905	63,220	65,750	68,492	70,447
3	63,036	65,434	68,050	71,011	72,965
4 **	65,306	67,789	70,499	73,526	75,481
5	67,592	70,159	72,964	76,050	78,002
6	70,026	72,686	75,594	78,557	80,512
7	72,218	74,962	77,960	81,085	83,035
8	72,221	74,963	77,962	83,604	85,557
9	73,664	76,463	80,457	85,277	87,451
10	75,138	77,992	82,065	87,165	89,386
11	76,640	79,552	83,707	89,094	91,364
12	80,118	83,162	87,505	93,137	95,510
13	80,118	83,162	87,505	93,137	95,510
14 ***			89,561	95,326	97,754
17 ***			91,665	97,566	100,052
19 ***				99,859	102,403

- # Disciplines requiring Master's Degree - placement: Graduate level semester units in assigned field.
- * Disciplines not requiring Master's Degree - placement: Semester units in assigned field.
- ** Maximum beginning Step placement for years of experience.
- *** Steps 14, 17, and 19 require Professional Recognition plan approved by Professional Recognition Committee. (See Article 8.9 of Collective Bargaining Agreement)

New hires with less than 6 years qualifying experience will be placed at Step 1.

**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT
2008-09 ACADEMIC SALARY SCHEDULE
11 MONTH**

Effective 8/1/08

Board Approved: 11/11/08

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
DISCIPLINES REQUIRING MASTER'S DEGREE:					
Minimum Qualifications	BA + 45#	BA + 60#	BA + 81#	Doctorate	
Master's Degree	w/MA	w/MA	w/MA		
DISCIPLINES NOT REQUIRING MASTER'S DEGREE:					
Minimum Qualifications	AA + 40 *	AA + 80 *	Master's Degree	Doctorate	
AA + 6 Years	or Bachelor's Degree	or BA + 20 *			
STEP					
1	64,731	67,190	69,879	72,572	74,719
2	66,996	69,542	72,325	75,341	77,492
3	69,339	71,977	74,855	78,113	80,260
4 **	71,837	74,568	77,549	80,879	83,029
5	74,351	77,175	80,262	83,655	85,803
6	77,028	79,955	83,153	86,413	88,563
7	79,439	82,458	85,755	89,193	91,339
8	79,443	82,459	85,758	91,965	94,112
9	81,031	84,109	88,502	93,804	96,196
10	82,652	85,791	90,272	95,882	98,324
11	84,304	87,507	92,077	98,003	100,501
12	88,130	91,478	96,256	102,451	105,061
13	88,130	91,478	96,256	102,451	105,061
14 ***			98,517	104,859	107,530
17 ***			100,832	107,323	110,057
19 ***				109,844	112,643

Disciplines requiring Master's Degree - placement: Graduate level semester units in assigned field.

* Disciplines not requiring Master's Degree - placement: Semester units in assigned field.

** Maximum beginning Step placement for years of experience.

*** Steps 14, 17, and 19 require Professional Recognition plan approved by Professional Recognition Committee. (See Article 8.9 of Collective Bargaining Agreement)

New hires with less than 6 years qualifying experience will be placed at Step 1.

**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT
2008-09 ADJUNCT LECTURE SALARY SCHEDULE
(PER SEMESTER)**

Effective Fall Semester 2008

Board Approved: 11/11/08

65% Pro-Rata of Full-Time Salary Schedule

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
DISCIPLINES REQUIRING MASTER'S DEGREE:					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
DISCIPLINES NOT REQUIRING MASTER'S DEGREE:					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
STEP					
1	19,125	19,851	20,646	21,441	22,076
2	19,794	20,546	21,369	22,260	22,895
3 **	20,487	21,266	22,116	23,079	23,714
4 ***	21,225	22,032	22,912	23,897	24,531
5	21,967	22,802	23,713	24,716	25,351
6	22,758	23,623	24,568	25,531	26,166
7	23,471	24,363	25,337	26,353	26,987
8	23,472	24,363	25,337	27,172	27,806
102A	\$190.37	per student rate (<i>work experience, directed study, etc.</i>)			
<i>For possible future negotiations.</i>					
9	23,941	24,850	26,149	27,699	28,422
10	24,420	25,347	26,671	28,329	29,050
11	24,908	25,854	27,205	28,956	29,693
12	26,038	27,028	28,439	30,270	31,041
13	26,038	27,028	28,439	30,270	31,041
14			29,107	30,981	31,770
17			29,791	31,709	32,517
19				32,454	33,281

Disciplines requiring Master's Degree placement: Graduate level semester units in assigned field.

* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

** Maximum Initial Placement for teaching experience only

*** Maximum Initial Placement for related work experience or a combination of teaching and related work experience

**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT
2008-09 ADJUNCT LAB SALARY SCHEDULE
(PER SEMESTER)**

Effective Fall Semester 2008

Board Approved: 11/11/08

77% Pro-Rata of Full Time Salary Schedule

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
DISCIPLINES REQUIRING MASTER'S DEGREE:					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
DISCIPLINES NOT REQUIRING MASTER'S DEGREE:					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
STEP					
1	22,656	23,516	24,458	25,400	26,151
2	23,448	24,340	25,314	26,370	27,122
3 **	24,269	25,192	26,199	27,340	28,091
4 ***	25,143	26,099	27,142	28,308	29,060
5	26,023	27,012	28,090	29,279	30,030
6	26,960	27,984	29,103	30,245	30,997
7	27,804	28,861	30,015	31,218	31,968
8	27,805	28,861	30,015	32,188	32,939
101B	\$69.90	per hours for non-instructional assignments			
<i>For possible future negotiations.</i>					
9	28,361	29,438	30,976	32,812	33,669
10	28,928	30,027	31,595	33,559	34,414
11	29,506	30,628	32,227	34,301	35,175
12	30,845	32,017	33,689	35,858	36,771
13	30,845	32,017	33,689	35,858	36,771
14			34,481	36,701	37,635
17			35,291	37,563	38,520
19				38,446	39,425

Disciplines requiring Master's Degree placement: Graduate level semester units in assigned field.

* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

** Maximum Initial Placement for teaching experience only

*** Maximum Initial Placement for related work experience or a combination of teaching and related work experience

SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT
**INTERSESSION AND SUMMER FULL-TIME PRORATA
SALARY SCHEDULE FOR FIRST 40% LOAD
LECTURE**

Effective 8/1/08

Board Approved: 11/11/08

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
DISCIPLINES REQUIRING MASTER'S DEGREE:					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
DISCIPLINES NOT REQUIRING MASTER'S DEGREE:					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
STEP					
1	19,125	19,851	20,646	21,441	22,076
2	19,794	20,546	21,369	22,260	22,895
3 **	20,487	21,266	22,116	23,079	23,714
4 ***	21,225	22,032	22,912	23,897	24,531
5	21,967	22,802	23,713	24,716	25,351
6	22,758	23,623	24,568	25,531	26,166
7	23,471	24,363	25,337	26,353	26,987
8	23,472	24,363	25,337	27,172	27,806
9	23,941	24,850	26,149	27,699	28,422
10	24,420	25,347	26,671	28,329	29,050
11	24,908	25,854	27,205	28,956	29,693
12	26,038	27,028	28,439	30,270	31,041
13	26,038	27,028	28,439	30,270	31,041
14			29,107	30,981	31,770
17			29,791	31,709	32,517
19				32,454	33,281

Disciplines requiring Master's Degree placement: Graduate level semester units in assigned field.

* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

** Maximum Initial Placement for teaching experience only

*** Maximum Initial Placement for related work experience or a combination of teaching and related work experience

SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT
**2008-2009 INTERSESSION AND SUMMER FULL-TIME PRORATA
 SALARY SCHEDULE FOR FIRST 40% LOAD**
LAB

Effective 8/1/08

Board Approved: 11/11/08

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
DISCIPLINES REQUIRING MASTER'S DEGREE:					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
DISCIPLINES NOT REQUIRING MASTER'S DEGREE:					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
STEP					
1	22,656	23,516	24,458	25,400	26,151
2	23,448	24,340	25,314	26,370	27,122
3 **	24,269	25,192	26,199	27,340	28,091
4 ***	25,143	26,099	27,142	28,308	29,060
5	26,023	27,012	28,090	29,279	30,030
6	26,960	27,984	29,103	30,245	30,997
7	27,804	28,861	30,015	31,218	31,968
8	27,805	28,861	30,015	32,188	32,939
9	28,361	29,438	30,976	32,812	33,669
10	28,928	30,027	31,595	33,559	34,414
11	29,506	30,628	32,227	34,301	35,175
12	30,845	32,017	33,689	35,858	36,771
13	30,845	32,017	33,689	35,858	36,771
14			34,481	36,701	37,635
17			35,291	37,563	38,520
19				38,446	39,425

Disciplines requiring Master's Degree placement: Graduate level semester units in assigned field.

* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

** Maximum Initial Placement for teaching experience only

*** Maximum Initial Placement for related work experience or a combination of teaching and related work experience

SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

**APPLICATION FOR APPROVAL OF UNITS FOR
CREDIT ON THE SALARY SCHEDULE (SALARY/CLASS CHANGES)**

Advancement on the salary schedule is based on years of service (Faculty Contract, Article 8.5.2) and on continuing educational development (8.9). Movement across the salary classes is based on continuing educational development of the faculty member.

NAME: _____

DIVISION/DISCIPLINE: _____

ASSIGNMENT: _____

COLLEGE: _____

Faculty may advance across the classes using the following methods: (Check the appropriate box that applies to your proposal.)

PLEASE NOTE: 1, 2 and 3 do not need approval by the PRC. Please submit your paperwork directly to Human Resources.

GRADUATE COURSE (S)

1. Unit requirements for advancement in classes must be completed after the baccalaureate degree is granted and from an institution recognized by the American Council on Education

LEARNING COMMUNITIES

2. Faculty members who participate in learning communities can receive credit. For every unit of linked-class time (not faculty member's own class) a faculty member shall receive one (1) semester unit credit 8.9.7.2 (1). Maximum of six (6) unit equivalents per salary/class change.

SERVICE LEARNING

3. Faculty members who include service learning projects in their curriculum can receive credit. For every ten (10) students in a service learning project per semester, the faculty member shall receive one (1) semester unit credit 8.9.7.2 (2).Maximum of six (6) unit equivalents per salary/class change.

For 4 and 5:

- Submit 10 copies of application plus original to PRC in care of Human Resources Office.
- Submit 10 copies of completion report, pursuant to the requirements stated in Article 8.9.3 and restated in the last paragraph of this form in bold, for credit on the Salary Schedule in that academic year.

UNDERGRADUATE COURSE CREDIT (S)

4. Undergraduate coursework may be counted toward salary schedule advancement if it can be demonstrated that such coursework advances the instructor's skill and/or ability in his or her assignment (8.9.5). To assure credit, faculty should seek approval from the PRC.

NON-ACADEMIC EXPERIENCE (S)

5. To assure credit, faculty should seek approval from the PRC prior to undertaking the experience. To receive credit, the instructor shall submit a written report of the work completed and its relevant value (8.9.6). Attach Proposal. Maximum of six (6) unit equivalents per salary/class change.

PRC Meeting: _____

Action (Undergraduate course credit and non-academic experience only):

PROCEDURE FOR SALARY/CLASS CHANGE APPLICATION

- I. Fill out cover sheet and attach your proposal.
- II. Submit proposal to the PRC for approval prior to undertaking undergraduate units and nonacademic experience. Graduate units, service learning and learning community activities are not forwarded by HR to the PRC.

A. Service Learning: ten (10) students per semester = one (1) unit of credit

Develop, implement, supervise and evaluate student service learning projects. Required verification: a list of students participating in service learning.

A maximum of six (6) unit equivalents may be credited to any single salary/class movement.

B. Learning Communities:

Each unit of linked classroom time (not your own class) equals one (1) semester unit of credit. To qualify, participate in a linked class for a minimum of one hour per week and confer with your colleague on the planning of classroom activities and instructional strategies. Required verification of completion: name of learning community, semester, other faculty member's name and statement of hours spent per week.

A maximum of six (6) unit equivalents may be credited to any single salary/class movement.

C. Nonacademic Experience:

Credit may be granted for nonacademic experiences only if they have been completed outside of assigned working hours. When computing credit for activities for a salary/class change, credit will be awarded on the basis of the documented hours spent on the relevant activities. Examples of acceptable activities may include but are not limited to the following list:

Continuing Education Units: Required verification of completion: official certificate of completion showing the hours/units completed.

Continuing Education Hours: Required verification of completion: official certificate of completion from a professional association showing the hours completed.

Instructionally-Related Travel: If the plan for professional recognition increment includes travel, the plan shall show the relationship of the proposed travel experience to the professional growth of the applicant, and describe the educational benefit and relevancy. Credit shall be awarded for the time spent on the relevant activity. Required verification of completion: travel report which includes a log of dates, number of hours, and short description of relevant activities.

Workshops, Conferences: Required evidence of completion: official certificate of attendance or equivalent and hours in attendance.

Work Experience, Research/Writing Project and Publication: Required evidence of completion: report which includes a log of dates and number of hours spent on relevant activities, and documentation, such as an official letter related to the work experience and research. If a writing project or publication is involved, a copy should be presented to the Committee. A maximum of six (6) unit equivalents may be credited to any single salary/class movement.

III. Preparing the Plan

A. The activities addressed in the plan must be specifically described.

1. When describing academic coursework to be taken, specify dates, course titles and descriptions, institution(s), and number of quarter/semester units. If exact course is unknown when submitting the plan, the applicant should provide a list of possible courses.
2. When describing travel activities, specify what will be completed, time frame, place, etc. and describe the educational benefit and relevancy.
3. For workshops or conferences, specify the host organization(s), approximate dates, and type of sessions typically included in the program(s).
4. When work experience or a project is involved, clearly describe the nature of the object, expected amount of time required for completion, etc.

B. Modifications: If the applicant wishes to make any changes, those changes must be submitted in writing to the PRC for approval. The plan change must be approved before applicant acts on the changed activities.

IV. A member of PRC will inform you in writing of your status.

V. Verification of Completion of the Plan

After completing the activities in the approved plan:

- A.** Submit a written report to the PRC through the Human Resources Department describing the completed activities. Provide summaries, verification of attendance and logs for workshops, work experience, projects as required.
- B.** Send official transcript(s) of completed units taken directly to Human Resources.

All required verifying evidence of completion for movement down the salary schedule must be submitted to Human Resources. Verified information received by the 15th of any month within a regular annual payroll cycle for that faculty member shall be entitled movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15th of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.

PROFESSIONAL RECOGNITION APPLICATION
Steps 14, 17 and 19 Movement

Professional recognition is provided to encourage the continuing mastery of expanding knowledge and of the learning and teaching process.

Name: _____
Division/Discipline: _____
Assignment: _____
College: _____
Date: _____
Date of Hire: _____

_____ Step 14 _____ Step 17 _____ Step 19

Required components of Plan (attach proposal outlining the following):

- **Proposed goals with statement of relevancy to professional growth.**
- **Description of activities to achieve goals.**
- **Method of documenting the activities (transcripts, logs, certificates, etc.).**
- **Relationship of goals and activities to District's educational program.**

Due Date:

- Application shall be submitted no earlier than the beginning of the first year of eligibility (Faculty Contract, Article 10.2.3).
- **All required verifying evidence of completion for movement down the salary schedule must be submitted to Human Resources. Verified information received by the 15th of any month within a regular annual payroll cycle for that faculty member shall be entitled movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15th of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.**

Human Resources Department: Current Step _____

PRC Meeting:
Action:

SUBMIT 10 COPIES PLUS ORIGINAL TO P.R.C., IN CARE OF HUMAN RESOURCES OFFICE

ELIGIBILITY FOR PROFESSIONAL RECOGNITION

I. Verify eligibility:

To apply (10.2.2.1): Contact Human Resource Office.

- A. Step 14: 6 years at Step 5 or above.
- B. Step 17: 9 years at Step 5 or above.
- C. Step 19: 11 years at Step 5 or above.

To complete:

- A. Step 14: 9 years at Step 5 or above.
- B. Step 17: 12 years at Step 5 or above.
- C. Step 19: 14 years at Step 5 or above.

II. Submission of Plan

- A. A plan may be submitted for Step 14 and Step 17 in Classes IV - VI, and Step 19 in Classes V - VI, no earlier than the first year of eligibility.
- B. In order to submit a plan for Step 17, the applicant must have completed activities for Step 14. The plan may be submitted no earlier than the first year of eligibility placement at Step 14 in Classes IV through VI.
- C. In order to submit a plan for Step 19, the applicant must have completed activities for Step 17. The plan may be submitted no earlier than the first year of eligibility placement at Step 17 in Classes V through VI.

III. When to Begin Activities Specified in the Plans:

- A. When Step 11 has been reached and the plan for Step 14 has been approved, the applicant may initiate activities described in his/her plan. When the plan has been completed, verified by official transcripts or other required documents, and the longevity requirement has been reached (9 years at Step 5 or above), the faculty member will advance to Step 14 at the beginning of the next academic year.
- B. When Step 14 has been reached and a plan for Step 17 has been approved, the applicant may initiate activities described in his/her plan. When the plan has been completed, verified by official transcripts or other required documents, and when the longevity requirement has been reached (12 years at Step 5 or above), the faculty member may proceed to Step 17 at the beginning of the next academic year.
- C. When Step 17 has been reached and a plan for Step 19 has been approved, the applicant may initiate activities described in his/her plan. When the plan has been completed, verified by official transcripts or other required documents, and when the longevity requirement has been reached (14 years at Step 5 or above), the faculty member will advance to Step 19 at the beginning of the next academic year.

IV. General Criteria for the Plan

- A. Activities shall have direct and significant relevance to the specific faculty assignment (10.4).
- B. Plan shall have approval by the PRC prior to the initiation of any activities.
- C. The plan shall be equivalent to nine-semester units (10.4.1). One quarter unit is 2/3 of a semester unit.
- D. Three units in each plan shall be collegiate-level academic coursework (10.4.1). All coursework shall be completed at a college or university accredited by an agency recognized by the American Council on Education.

V. Unit Criteria for Activities

Credit may be granted for activities only if they have been completed outside of assigned working hours (Section 10.4.3). When computing credit for activities other than academic/continuing education coursework, credit will be awarded on the basis of the documented hours spent on the relevant activities. Examples of acceptable activities may include but are not limited to the following list:

- A. **Academic Coursework:** Credit is awarded on the basis of semester units of undergraduate/graduate work granted from an accredited college or university including college credit earned from conferences or institutes. Required verification of completion: official transcript sent directly to the Human Resources Department by an accredited college or university.
- B. **Continuing Education Units:** Continuing Education units earned or hours earned through at least fifteen (15) hours of learning activity approved by the appropriate licensing board of professional organization are equivalent to one (1) semester unit (10.4.1.a). Required verification of completion: official certificate of completion.
- C. **Continuing Education Hours:** Continuing Education Hours documented by official certificate from a professional association by the State of California is credited as follows: 15 hours per semester unit. Without such official documentation, credit is awarded on a 45 hour per semester unit basis.
- D. **Instructionally-Related Travel:** If the plan for professional recognition increment includes travel, the plan shall show the relationship of the proposed travel experience to the professional growth of the applicant, and describe the educational benefit and relevancy. Credit shall be awarded for the time spent on the relevant activity. Forty-five (45) hours is the equivalent of one (1) semester unit with a maximum of three (3) units in any 9-unit block (10.4.2). Required verification of completion: travel report which includes a log of dates, number of hours, and short description of relevant activities.
- E. **Workshops, Conferences:** For District-sponsored in-service training or workshops, one (1) semester unit will be allowed for each forty-five (45) hours of participation at such sessions if the sessions are held outside the unit member's assigned working hours (10.4.3). Required evidence of completion: official certificate of attendance or equivalent.
- F. **Work Experience, Research/Writing Project and Publication:** Sixty (60) hours in "work experience" equals one (1) semester unit (maximum of three (3) units in any 9-unit block) (Section 10.4.1.b). Required evidence of completion: Report which includes a log of dates and number of hours spent on relevant activities, and documentation, such as an official letter related to the work experience and research. If a writing project or publication is involved, a copy should be presented to the Committee.
- G. **Learning Communities:** Faculty members who participate in learning communities can receive credit. For every unit of linked-class time (not faculty member's own class) a faculty member can receive one (1) semester unit credit. Maximum of six (6) unit equivalents per step. (10.3.8.2) (1).
- H. **Service Learning:** Faculty members who include service learning projects in their curriculum can receive credit. For every ten (10) students in a service learning project per semester, the faculty member shall receive one (1) semester unit credit. Maximum of six (6) unit equivalents per step (10.3.8.2) (2).

VI. Preparing the Plan

The written plan should address these specific requirements:

1. The overall purpose/goal must be clearly defined. All varied and enriching activities should be related to the overall goal. In this sense, the applicant will have developed a "plan" rather than a list of several activities which may/may not have an apparent relationship to an overall goal.
2. The activities addressed in the plan must be specifically described.
 - a. When describing academic coursework to be taken, specify dates, course titles and descriptions, institution(s), and number of quarter/semester units. If exact course is unknown when submitting the plan, the applicant should provide a list of possible courses.
 - b. When describing travel activities, specify what will be completed, time frame, place, etc. and describe the educational benefit and relevancy.
 - c. For workshops or conferences, specify the host organization(s), approximate dates, and type of sessions typically included in the program(s).
 - d. When work experience or a project is involved, clearly describe the nature of the project, expected amount of time required for completion, etc.
3. Finally, each plan should address how the overall goal and specific activities are directly and significantly related to the assignment and to the overall educational program in the District.
4. Applications should be submitted to the Human Resources Office (10.2.3).
5. Modifications: If the applicant wishes to make any changes, those changes must be submitted in writing to the PRC for approval. The plan change must be approved before applicant acts on the changed activities.

VI. Verification of Completion of the Plan

After completing the activities in the approved plan:

- A. Submit a written report to the PRC through the Human Resources Department describing the completed activities. Provide summaries, verification of attendance and logs for work shops, work experience, projects as required.
- B. Send official transcript(s) of completed units taken directly to Human Resources.
- C. All required verifying evidence of completion for movement down the salary schedule must be submitted to Human Resources. Verified information received by the 15th of any month within a regular annual payroll cycle for that faculty member shall be entitled movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15th of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.



SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT
 San Jose City College/Evergreen Valley College
 Rosa G. Perez, Chancellor

Office of Human Resources

Vice Chancellor, Human Resources
 4750 San Felipe Rd
 San Jose, CA 95135-1599
 Phone: 408-270-6404
 Fax: 408-274-7924

SABBATICAL LEAVE APPLICATION COVERSHEET*
REVIEW CONTRACT ARTICLE 14

Name: _____

Department: _____ College: _____

Semester or Year for Sabbatical Leave: _____

DEADLINE: RECEIPT BY HUMAN RESOURCES NO LATER THAN
5:00 P.M., NOVEMBER 1

(If November 1 falls on a weekend, the deadline is extended to the next school day.)
 Submit to the Office of Human Resources, Attention: Director, Human Resources.

The functions of the Professional Recognition Committee (PRC) are to assist sabbatical applicants to prepare an application that follows the required format and to facilitate the PRC's recommendation to the Chancellor and Board of Trustees. Applicants are encouraged to meet with the PRC or to contact individual PRC members during preparation of the application. After PRC members have had an opportunity to read the applications, each applicant will be invited to a PRC meeting for the purpose of reviewing the application for mutual understanding and clarification.

The attached Abstract and Plan constitutes my Sabbatical application.

Signature _____ *Date*

Received by: (Please sign)	<u>Date</u>	<u>Time</u>
Dean: _____	_____	_____
President: _____	_____	_____
Human Resources: _____	_____	_____
	<u>Action</u>	<u>Date</u>
PRC _____	_____	_____
Chancellor _____	_____	_____
Board of Trustees _____	_____	_____

*Remove and staple this sheet to Sabbatical Plan.

APPENDIX K

252-A

SABBATICAL APPLICATION FORMAT

The Sabbatical application must contain an Abstract with four topic headings (explained in Part I) and a Sabbatical Plan with seven topic headings (explained in Part II).

Part I. Abstract: Sabbatical Abstracts are sent to the Board of Trustees for approval. Applicants must prepare a written, abstract addressing their overall plan for a sabbatical. The Abstract must be presented in a professional format, style, and content. The Abstract may not exceed two pages. Applicants should be clear, concise, and avoid generalities. Applicants should use the following list of topic headings in preparing the Abstract:

A. Need for Sabbatical Growth

Describe how the sabbatical will lead to professional growth, the nature of the professional growth, and how the professional growth will enhance current strengths and/or address weaknesses and improve the ability to serve students.

B. Sabbatical Activities

Describe the planned sabbatical activities and how the activities will be carried out.

C. Anticipated Outcomes

Describe the expected benefits the sabbatical will have on students, instructors, and the District.

D. Means of Measurement

Specify the documentation necessary to show that the sabbatical activities have been successfully completed. Means to measure completion must be stated explicitly.

Part II. Sabbatical Plan Applicants should start a new page and use these specific topic headings in their plan:

A. Description of Overall Proposal

Define the project clearly. Explain the intent of the project, state how the project relates to your assignment, indicate how the project correlates with the goals of the District/College, and substantiate the need for a one-or two-semester leave.

B. Objectives

1. Number the objectives.
2. Draft objectives clearly so the completion of each objective can be documented.
3. Relate the objectives to your assignment and the goals of the District/College.

C. Evidence of Completion

This section is critically important and should be carefully thought out.

The sabbatical is a contract, and in this section the applicant is indicating how he/she will provide documentation of completion of the objectives.

APPENDIX

252-B

The applicant should be as specific as possible and avoid generalities. If the sabbatical consists of taking certain courses at an accredited college, then transcripts of grades are usually sufficient. Documentation of creative projects and/or travel may be more complex; however, the PRC encourages such proposals.

D. Relationship to Current Assignment and Improvement of Student Learning

Indicate how the project will foster significant professional/personal growth. Specify the anticipated improvements to student learning. Document any District, College, or academic discipline support for the project and its implementation.

E. Calendar

1. Provide sufficient detail to justify the sabbatical time requested.
2. Indicate any preplanning activities, such as completion of a course that is a prerequisite to a sabbatical course, admission approval, travel arrangements, etc.
3. Give details when each segment of the activities will take place.
4. Include when reports are due to the PRC.

F. Funding

If funding other than sabbatical rate salary is required, indicate the source of such funds (e.g., Grants, District) and any agreements made.

G. Need for Sabbatical

Explain why the activities of the sabbatical cannot be accomplished during the regular assignment.

IMPORTANT INFORMATION

Review Article 14 for all sabbatical requirements.

Eligibility--Apply in the sixth year of consecutive full-time service for the next year. Leaves of absence granted by the Board of Trustees shall not be deemed a break in service

Compensation--(1) One year with a grant of equal to 70% of the basic annual salary or (1) one semester with a grant of 90% of one half year's salary. Faculty may use banked leave to make up the percentage difference.

Process and Approval—Application shall be submitted to the dean for comments and then routed as follows: → College President → Human Resources → Professional Recognition Committee → Chancellor → Board of Trustees.

Service Obligation--Faculty member shall contract to serve the District for two (2) years after completion of sabbaticals.

Sabbatical Documentation--

- *Interim Reports*--Midpoint of each semester.
- *Final Written Report*--Due by the end of the first returning semester. Reports sent to PRC.
- *Oral Report*--Presented to college group during the first semester back from sabbatical.

APPENDIX

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SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT
San Jose City College/Evergreen Valley College
Rosa G. Perez, Chancellor

Office of Human Resources

Vice Chancellor, Human Resources
4750 San Felipe Rd
San Jose, CA 95135-1599
Phone: 408-270-6404
Fax: 408-274-7924

TO: SABBATICAL LEAVE APPLICANTS
FROM: Director, Office of Human Resources
SUBJECT: SABBATICAL PAY, STRS CONTRIBUTIONS, & SERVICE CREDIT FOR SABBATICAL LEAVE

While on sabbatical leave, an employee is paid a percentage of his/her full annual salary. The employee's State Teachers' Retirement System ("STRS") contributions will also proportionately reflect a percentage of his/her full year service credit. For example, a one-year sabbatical leave recipient will receive 70% of the annual salary which will reflect .700 STRS service credit for that year; a one-semester sabbatical leave recipient will be paid 95% of annual salary for that semester (95% of annual salary if the employee works full-time for the remainder of the year) which will reflect .950 STRS service credit for the year. Consistent with Article 15.4.3 of the collective bargaining agreement, an employee also may use banked overload to increase salary and corresponding STRS contributions during the sabbatical leave. Otherwise, additional contributions cannot be made toward STRS service credit before or during the leave.

A sabbatical is one of the few leaves under which STRS will allow a supplemental or "pay back" of contributions for service credit. This "pay back" of contributions can be done only after the employee on leave returns to service.

- a. After returning to service, the STRS member employee should request from STRS information on the cost of the additional service credit. The STRS Public Service telephone number is (800) 228-5453. An employee request for information will not obligate the employee in any way.
- b. STRS will send a bill to the employee showing the total amount required to pay back contributions, interest, and the additional service credit. The employee must decide whether to pay the amount and make arrangements with STRS for payment of additional contributions. Several factors are involved in calculating the costs to the employee and, in some instances, it may be too costly to pay back the additional service credit.
- c. If the employee elects to make the additional contribution, **the employee's first year upon return to service is the earliest and the least expensive year to make the contribution because the calculations used to determine the amount of the contribution is based on the employee's salary at the time of request.**

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For example, if a request for billing is made after the first year of return and the employee is earning a higher salary at that time, the required contributions will also be higher.

- d. Payments must be made by the employee directly to STRS and the payments cannot be set up as a District payroll deduction.

Please Note: Communications in this matter can be made between STRS and the employee only. STRS will not respond to anyone other than the STRS member employee.