Master Agreement

Between

College of the Sequoias
Community College District
915 S. Mooney Blvd.
Visalia, California 93277–2214

and

College of the Sequoias
Teachers Association
COSTA

Academic Years:
2007-2008, 2008-2009,
2009-2010

TA signed: April 2008
Board Approved: April 2008
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ARTICLE I

Agreement and Recognition

1.1 The articles and provisions contained herein constitute a bilateral and binding agreement, hereafter referred to as the “agreement,” by and between the College of the Sequoias Community College District, hereafter referred to as the “District”, and the College of the Sequoias Teachers Association, hereafter referred to as “COSTA” or as the “Association,” the recognized exclusive representative of the unit of faculty members as defined in this Article.

1.2 This agreement is entered into pursuant to Chapter 10.7 Section 3540-3549 of the Government Code, hereafter referred to as the “act.”

1.3 The Board recognizes the Association as the exclusive representative of all contract (probationary) faculty, regular (tenured) faculty, and all faculty whose load, including any substitute duty, for any semester is equal to or greater than seventy–five percent (75%) of 15 lecture–hour equivalents for teaching duties, 35 hours per week for non-teaching duties, or an equivalent proportion of any combination thereof.

1.4 After the effective date of this Agreement, should the District create classifications of certificated unit members in addition to those currently in existence, such classifications shall be included in the certificated bargaining unit only after reaching mutual agreement with the Association.

1.5 This agreement shall remain in full force and effect from the date of ratification to June 30, 2010 except as otherwise stated in 9.1.1.
ARTICLE II
Definitions

2.1 Academic Year: School year.

2.2 Management: Those positions meeting the definition of management in accordance with Government Code Section 3540.1 (g) and other applicable statutes.

2.3 Supervisory: Those positions meeting the definition of supervisory in accordance with Government Code Section 3540.1 (m) and other applicable statutes.

2.4 Faculty: All certificated employees who are neither management, supervisory, confidential nor classified employees.

2.5 Negotiable Item: Negotiable items are those defined in Government Code section 3543.2.

2.6 Negotiate in Good Faith: Meeting and negotiating means meeting, conferring, negotiating and discussing by the exclusive representative and the District in a good faith effort to reach agreement on matters within the scope of representation.

2.7 Office Hour: A 50–minute period scheduled by an instructor for the purpose of conferring with, meeting with and helping students.

2.8 Division Chairperson: A member of the bargaining unit who is an elected representative of a division of the College of the Sequoias.

2.9 Census Date: The census date is determined by Title V §58003.1.
ARTICLE III

Negotiation Procedure

3.1 The District agrees not to negotiate with any other organization on matters defined as negotiable items by Government Code Section 3543.2. Nor will the District attempt to negotiate privately or individually with the members of the bargaining unit or with those not officially designated by COSTA as its representative.

3.2 COSTA agrees to negotiate only with the representatives officially designated by the District to act on its behalf. Nor will COSTA, its members, or agents attempt to negotiate privately or individually with the Board as a unit or its members, or any individual person not officially designated by the District as its representative.

3.3 No later than April 15, 2006, the district will meet and negotiate in good faith with the association on negotiable items. Any agreement reached between the parties will be reduced to writing in the form of a tentative agreement and signed by each party. Said tentative agreement will then be presented to each party for ratification.

3.4 Ratification of the tentative agreement will be as follows:

3.4.1 By the association within ten (10) days of the signing of the tentative agreement either at the next regularly scheduled meeting or one called for the purpose of ratification, whichever occurs first.

3.4.2 By the College of the Sequoias Board of Trustees at the next regularly scheduled board meeting, after ratification by the Association, or one called for that purpose.

3.5 Every effort will be made to duplicate and distribute a copy of the Agreement to each bargaining unit member within forty five (45) days, but not to exceed 60 (sixty) days following ratification by both parties.
ARTICLE IV

Maintenance/Application of Standards

4.1 Administration and/or the Board will not reduce or eliminate any benefits or professional advantages which are enjoyed by faculty as of the effective date of this agreement unless otherwise provided by the terms of this agreement.

4.2 This Agreement shall supersede any rules, regulations, policies or practices of the Board or Administration which are, or may in the future be, contrary to or inconsistent with its terms.

4.3 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.
ARTICLE V
Savings and Statutory Changes

5.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction or by legislative action, then such provision or application shall be deemed invalid to the extent required by such court decision or legal action. All other provisions or applications shall continue in full force and effect. If a legislative action resulting in the invalidation of a provision of this agreement or the application of a provision of this agreement is subsequently found by a court of competent jurisdiction to be unlawful or unconstitutional the provision or application shall be immediately reinstated.

5.2 The parties shall meet no later than (10 days) after receipt of such court decision or legislative action to renegotiate the provision or provisions affected.

5.3 The District shall implement any faculty benefit where implementation is mandated by law during the term of this agreement.
ARTICLE VI
Nondiscrimination

6.1 Nondiscrimination
The District and COSTA, their representatives and unit members, agree to comply with all pertinent provisions of state and federal laws, court decisions, and U.S. Presidential Executive Orders pertaining to equal employment and educational opportunity.

6.2 The parties expressly agree not to discriminate against any faculty member, prospective faculty member, or student on the basis of race, color, creed, national origin, religion, gender, physical and/or mental challenges, age, medical condition, marital status, or ancestry.
ARTICLE VII

Hiring Procedure

7.1 Faculty Selection
The hiring of faculty will follow the Joint Agreement on Hiring Policy between the College of the Sequoias Faculty Senate, Management and Board of Trustees.

7.2 Selection of District Management Positions
When a vacancy occurs and the District decides to recruit for a Management position vacancy, at least one faculty representative shall be appointed by the COSTA President and an equal number of faculty representatives shall be appointed by the Senate President to serve on the selection committee. The District may invite additional faculty to serve as needed.
ARTICLE VIII
Workload

8.1 The faculty work year per academic year will consist of the following:

8.1.1 175 working days (inclusive of staff development days.)

8.1.2 Beginning Fall 2009 there shall be one (1), on-campus mandatory staff development day per semester amounting to two (2) on-campus mandatory days per year and three (3) on or off-campus, non-calendared staff development days each year. The hours shall comply with Title 5, Section 55726, which states staff development days “must at least be equal to the sum of the classroom hours from which the instructor is released plus those out-of-classroom hours of responsibilities which will no longer need to be performed as the result of being released from classroom instruction”. Based on current faculty responsibilities, four (4) hours of approved activity equate to one staff development day. The number of staff development days to be scheduled per year has and shall remain within the scope of representation.

The activities performed to meet in-lieu-hours requirements must comply with Title 5 Section 55724. The District and the Academic Senate, through the Faculty Enrichment Committee, will develop a Faculty Development Plan for on-campus staff development activities. This plan will include the ongoing responsibilities specified in Title 5 Section 55730. The coordinator for the flexible calendar program will be the chair of the Faculty Enrichment Committee who will receive reassigned time according to 9.2.3.7.

This Article meets the requirement for an agreement between the District and individual faculty which is specified in Title 5 Section 55726.

8.1.2.1 Each mandatory staff development day shall be scheduled one work day prior to the first day of instruction. Each mandatory staff development day shall include and allow time for meetings of each division to perform staff development activities permitted under Title 5 regulations.

8.1.2.2 The in-lieu hours for the non-mandatory staff development days may be met in any of the ways listed below. Participating faculty will receive hour-for-hour credit for all such activities. Presenting faculty will receive two-for-one hour credit.

8.1.2.2.1 The District will provide a minimum of three (3) days of scheduled activities throughout the academic year—comprising at least four (4) hours each.
8.1.2.2 The District will identify other staff development activities throughout the year that are eligible to meet the in-lieu hours requirement.

8.1.2.3 Except as provided in Section 8.1.2.2.4, faculty attending a professional conference, workshop, or other externally organized activity must review the activity with their immediate supervisor and receive advance approval from the Faculty Enrichment Committee for the activity and associated hours on forms provided by the District. Forms will be developed by the Faculty Enrichment Committee and will be jointly approved by the Superintendent and the Academic Senate President. A faculty member who has been denied approval by the Faculty Enrichment Committee may appeal the decision to the Academic Senate-COSTA Liaison Committee. Activities originated by the Academic Senate regarding academic and professional matters or COSTA regarding hours, wages and working conditions are approved by those bodies and do not require review by the immediate supervisor or approval by the Faculty Enrichment Committee.

8.1.2.4 No flex obligation shall be required of that part of a faculty member’s load which is reassigned time. For example, if a faculty member is receiving 20% reassigned time, then the flex obligation would be 0.8 (load minus reassigned time) x 5 (number of flex days) = 16 hours.

8.1.2.5 Faculty who plan individual professional development activities will submit such plans as a written request for advance approval of the activities and associated hours from their immediate supervisor on forms provided by the District.

8.1.2.3 The process for both mandatory and non-mandatory staff development will include the following components.

8.1.2.3.1 The District will publish separate calendars of faculty development activities for each term—fall, spring and summer—at least one month prior to the completion of the previous term.

8.1.2.3.2 The District will maintain a web page which includes the number of staff development hours
accrued by each faculty member. This web page will also list upcoming scheduled faculty development activities.

8.1.2.3.3 The District will certify attendance through faculty sign-ins at each District-originated activity. Faculty hours will be posted to the web log no later than two weeks after the conclusion of each event. It is the responsibility of faculty to initiate corrections to this list.

8.1.2.3.4 Faculty attending non-District, pre-approved organized activities such as conferences and those with pre-approved individual staff development plans will provide a written summary of their activities and hours on a form developed by the Faculty Enrichment Committee and jointly approved by the Superintendent and Academic Senate President. Forms are to be provided to the District no later than the last day of instruction of the Spring Semester. Included with the form will be documentation that supports the number of hours reported. For activities that occur between that date and June 15, the form will be submitted within 5 calendar days of the completion of the activity. In no case will forms be accepted after June 20.

8.1.2.3.5 Faculty who do not fully meet their staff development obligation by one of the above methods and report those hours and activities either through logged hours listed on the District web site or forms submitted by June 20 will be subject to a reduction in pay. Such reduction will be the daily base salary rate multiplied by the deficient hours divided by four. Note: Under current State Teachers Retirement System rules, failure to complete required staff development will reduce the participant’s years of service credit. Members should contact a COSTA representative for consultation.

8.1.2.4 In the event of an emergency beyond the control of the District which results in the cancellation of all or a portion of a District-sponsored staff development day activity, a faculty member’s obligation shall be waived for the amount of time the emergency persists during the scheduled activity on any District-sponsored mandatory staff development day up to a maximum of 4 hours.
8.2 The full-time workload of a faculty member shall be thirty (30) lecture hour equivalents (LHE) per year. The average for the year shall be 15 lecture hour equivalents (LHE) per semester.

8.2.1 Loading shall be computed according to the following loading factors:

- One contact hour of lecture = 1.00 LHE
- One contact hour of lab = 0.75 LHE
- One contact hour of activity = 0.70 LHE
- One contact hour of noncredit = 0.50 LHE

A contract (lecture, lab, activity or noncredit) hour is defined as fifty (50) clock minutes. Conversion charts are included as Appendix A in the Master Agreement.

When a full-time faculty member teaches a noncredit course that has a credit equivalent, load will be computed from the contact hours for the credit course. To use a noncredit class or classes for compensation as overload by a faculty member will require mutual agreement between the District and affected bargaining unit member. Such mutual agreement will include consultation with the Association.

Any faculty member shall have the right to refuse to include a class loaded as noncredit in his or her schedule.

8.2.2 Non–classroom faculty shall work 175 days per year as assigned from August 1st to May 30th.

8.2.2.1 If non–classroom faculty are needed at a time other than that stated in 8.2.2, the District will first seek volunteers to work to cover needed duties, prior to any assignment. Compensation shall be either as an overload, or by adjustment of the 175–day work year so that up to 15 of the duty days fall between June 1st and July 31st, or a combination of both.

8.2.2.2 The workload of non–classroom faculty shall be defined as 35 hours per week with reasonable release time being given for committee work. Such schedule will be subject to approval by the supervisor.

8.2.3 Class scheduling shall be defined as the times and days of the week in which a faculty member is to perform his or her teaching duties. For each classroom faculty member this shall include the times and days of each class offering.

8.2.3.1 Nothing in this agreement shall preclude any division from allowing its division chair first priority in class selection.

8.2.3.2 In no instance shall any bargaining unit member be allowed selection of an overload course prior to all other members of
the department/division having selected a required teaching load. This section will not apply to the last class selected by a faculty member to fulfill a regular load if a portion of that class constitutes an overload.

8.2.3.3 Once all members of a department/division have selected a required teaching load, those members who wish to assume an overload will select overload classes one per person, by seniority, until the remaining classes are staffed, or until further selection by any member is declined.

8.2.3.4 The following sequence will provide guidance to the Office of Academic Services and faculty in the scheduling of courses.

8.2.3.4.1 STEP 1

The Office of Academic Services shall develop a list of classes to be offered by the college for the upcoming semester. Development of this list will begin with the final schedule from the proceeding corresponding (fall to fall, spring to spring) semester. This list will include the courses, the number of sections of each course, preliminary meeting times and days, and preliminary room assignments of each class section and it will reflect input from the following sources:

Dean and Directors (Student Services and Academic Services)
Counselors
Faculty Members
Division Chairs

8.2.3.4.2 STEP 2

This list, developed in Step 1, shall be distributed to department/division members from the Office of Academic Services through the appropriate division chair. Division chairs will distribute this template to all faculty in their division. For comparison purposes the previous corresponding semester and the new template list will be distributed. By the end of the fall 2005 semester both parties agree to explore avenues to increase the efficiency of these comparisons.

In a collaborative effort, members of each department/division will work with their division chair to review the class template, make additional
recommendations, and justifiable changes. The recommended changes will be reviewed with the Area Dean and/or Director. Members of each department/division will determine their class schedules according to a collaborative method of selection determined by the department/division.

However, should a dispute in class selection arise that cannot be settled by collaboration and conciliation, that dispute shall be settled on the basis of seniority. For any faculty member, use of this type of seniority privilege shall be restricted to one class per semester.

Before the selection of classes for spring 2006, the department/division procedure for class selection shall be reviewed, put in writing, and delivered by the division chair to the Association President and Vice President of Academic Services.

Subsequently, any change or revision to the individual department/division’s procedure for class selection shall be made by majority vote of the department/division. Any revised procedure must be filed with the Office of Academic Services by December 15th of the year prior to the fall semester in which it is desired to take effect.

8.2.3.4.3 STEP 3

The class schedules as selected in the above steps by members of a department/division are returned to the Office of Academic Services by the division chair and reviewed for room and time conflicts by the area dean and/or director. The Office of Academic Services shall resolve any room and time conflicts. If any resolution would result in a dispute, that dispute shall be settled on the basis of seniority. In circumstances where the number of students served may make a significant difference between the classes in conflict, consideration may be given to a less senior faculty member.

8.2.3.4.4 STEP 4

Notwithstanding any other provisions in this agreement, the Office of Academic Services may make changes in any returned schedule. These changes will reflect student need, facility
availability, and other interests of the College of the Sequoias provided that there is supporting information. The reasoning behind schedule changes will be communicated to and verified by the affected faculty member before any schedule becomes final.

Should any faculty member dispute the change(s) recommended by the Office of Academic Services, the issue may be appealed within five (5) working days of the notification of a change to a faculty member. The appeal will be made to a panel comprised of two (2) Association members appointed by the Association President and two (2) District representatives. The appeal shall be resolved based on a review of the supporting information. The resolution shall be finalized within two weeks of when the panel received the appeal. In the event that the panel cannot reach a decision by majority vote, the final decision on the scheduling change shall be made by the Superintendent/President.

8.2.3.4.5 STEP 5

Two copies of the class schedule verification forms are distributed to each faculty member who has been scheduled a teaching load.

Class schedule verification forms shall include all classes to be taught, the times, days, room assignment, and class size based upon the initial enrollment limit of each course and section. By signing and returning the verification form, each faculty member will verify that the schedule indicated on the form is correct. If any information is incorrect, the faculty member shall notify the area dean or director to make corrections. The date on which one copy of this form is due in the Office of Academic Services shall also be included on the schedule verification form. If further changes are necessary, changes will be made by mutual agreement with the affected faculty member.

8.2.3.4.6 STEP 6

One copy of the initial class schedule verification form shall be returned to the Office of Academic Services. If the faculty member does not return the
signed form by the due date, the information on his or her class schedule verification form will be considered correct. The Office of Academic Services will notify faculty via email before verification forms are sent out.

8.2.3.4.7 STEP 7

The final schedule is distributed back to the division chairs and will reflect the schedule as approved by the Vice President of Academic Services, or, if applicable, be determined through the appeal process described in Step 4 above. The approved schedule will be accessible on the COS web site.

8.2.3.4.8 STEP 8

Final class schedule is published and distributed by the Office of Academic Services.

8.2.4 Office Hours

For every three (3) LHE of instructional hours necessary to complete a contracted teaching load (base load minus reassigned time), full-time faculty members will schedule one (1) office hour per week. Office hours may be face-to-face, synchronous online, asynchronous online, or using the method of regular effective contact between instructor and student as stipulated in 8.2.10.3. Any limitation on the number of office hours in any one format is only for computation purposes in order to satisfy the number of office hours according to this section.

Face-to-Face: The faculty member schedules a weekly time and place in order to meet with students in person and in real time. There is no limitation on the number of face-to-face office hours per week. If a faculty member schedules one face-to-face office hour for every three LHE of instructional hours of the contracted load, then his or her office hour obligation is satisfied as per provisions herein.

Synchronous Online: The faculty member is available to students via electronic means at a specified time. Communication is generally synchronous. The time of the weekly online office hour shall be clearly stated in the course syllabus. One synchronous online office hour may be used to satisfy the number of office hours of this section. For example, if three online office hours were scheduled by a faculty member who has a contracted teaching load of 15 LHE, then this faculty member would still have an obligation of four additional office hours.

Asynchronous Online: The faculty member will electronically respond to student needs within a reasonable length of time. Communication is primarily asynchronous. Procedures for utilizing this type of office hour,
including the proposed response time will be clearly stated in the course syllabus. It is the responsibility of the faculty member to document asynchronous communication involving this type of office hour. Such documentation may include, but not limited to, email archives, discussion board archives, notes, and anecdotal records. One asynchronous online office hour may be used to satisfy the number of office hours of this section.

Regular Effective Contact: The definition and limitations of this type of office hour is addressed in section 8.2.10.3.

The division chair must be notified of office hour schedules and such schedules will be approved by the Area Dean and the Vice President of Academic Services. If agreement is not reached, a final decision will be made by the Superintendent/President. Office hours in any format, in addition to those stipulated by this section may be added at the discretion of the instructor.

8.2.5 Saturday class instruction shall be on a voluntary basis only.

8.2.6 No partial contract shall be offered to contract (probationary tenure track) or regular (tenured) faculty. From time to time unforeseen circumstances may arise which may necessitate the offering of a partial contract to a faculty member for reasons other than those stipulated herein. In any case, a partial contract may be offered to a faculty member only after mutual agreement has been reached by both the District and the Association.

8.2.7 Workload for faculty engaged in work experience courses shall be in accordance with the following:

8.2.7.1 Eight (8) students shall equal one (1) Lecture Hour Equivalent.

8.2.7.2 The Campus Work Experience Coordinator shall be part of the bargaining unit and shall be responsible for:

(1) the development and implementation of the District’s cooperative work experience education program in accordance with Title V and other pertinent regulations to include related reports, records and forms;
(2) development and revision of course outlines pertaining to the program;
(3) preparation of class and catalogue course descriptions;
(4) coordination, training and scheduling of instructors in accordance with District procedures; and,
(5) monitoring up to twenty-one (21) CWEE instructor/coordinators.

8.2.7.3 Workload for the Work Experience Coordinator shall be for CWEE program coordination, assistance to teacher coordinators, and a student load of at least 75 CWEE students
for a full-time assignment. If the 75 CWEE student load is not met, then vocational program counseling will be proportionately assigned to complete the load.

8.2.8 Individual study shall count as one (1) LHE of an instructor’s workload for every twenty-four (24) students enrolled in a one–unit course, or eight (8) students enrolled in one (1) three–unit course.

8.2.9 If counseling faculty teach a class as a function of their full–time position, the District will allow one (1) hour of “preparation time” for every hour of class per week.

8.2.10 **Instruction in Distance Education Format**

The provisions of this subsection will be reviewed by both the District and COSTA after a period of not more than two years. Administrative Procedure 4023 designed to carry out the District duties specified in this subsection will be published by the District.

8.2.10.1 Qualifications to Teach in Online Mode

The following provisions describe how faculty are recognized and qualified to teach in online mode. Note that becoming qualified to teach online does not require a faculty member to accept assignment to teach a course online.

8.2.10.1.1 Faculty members will be deemed qualified to teach a course in online mode (or a session of a course if a hybrid) if one of the following criteria are met:

- The faculty member has successfully completed a course or series of courses in online pedagogy approved by the District. A faculty member may present evidence of equivalent training for approval by the District.

- The faculty member has successfully completed the training in online teaching provided by the District.

- The faculty member has taught an online course within the three year period prior to requesting such an assignment.

The decision by the District regarding the qualifications of a faculty member to teach online is subject to the grievance provisions of this Agreement.

8.2.10.2 Compensation for Developing Course Material in Distance Education Format -- For either a new course or an existing course, a faculty member may propose to develop material for
delivery online or in any one of the state-recognized distance education formats not already in existence for a particular course at COS. Upon approval of such a proposal, the faculty member will be given a one semester base load reassignment of 20% provided that more than 50% of the hours of instruction of the course are to be delivered via distance education. The faculty member may request the compensation as a stipend instead of reassigned time, such compensation to be the net dollar equivalent of the District cost for the reassigned time.

8.2.10.3 Office Hour Obligation Met Via Electronic Communication

All courses offered in distance education format will meet the standard of “regular effective contact between the instructor and student” as stated in Title 5 Section 55024. This standard shall be met upon approval of the method and frequency of such contact by the Distance Education Committee and the Curriculum Committee. When such approved contact specifies a method involving electronic communication, an instructor teaching a section of the course in the approved distance education mode may hold office hours using the specified method of regular effective contact. The number of such office hours shall be consistent with the provisions of section 8.2.4. The method and frequency of contact shall be stated in the course syllabus.

8.2.10.4 If a concern should arise pertaining to this subsection, the District and/or Association reserve(s) the right to renegotiate all or part of this subsection (8.2.10). Upon written notice to the other party, negotiations will commence in a timely manner, to resolve the concern.

8.3 Overload compensation will be paid for any assignment in excess of fifteen (15) LHE, unless the excess is to accommodate thirty (30) LHE when both semesters of the academic year are taken into consideration. Faculty on a partial contract will be paid overload compensation for any assignment in excess of that dictated by the percentage of his or her contract. Overload compensation will be calculated as shown in Appendix C2 on the Faculty Schedule Verification, Workload and Payroll Form. Overload compensation calculations will be, in sequence, as follows:

- LHE of Activity Overload / 0.7 X 17.5 X Activity Hourly Rate Plus
- LHE of Lab Overload / 0.75 X 17.5 X Lab Hourly Rate Plus
- LHE of Lecture Overload / 1 X 17.5 X Lecture Hourly Rate
This Faculty Schedule Verification, Workload and Payroll Form meets the requirements of Section 8.2.3.4.6. Signing of this form by the faculty member signifies agreement with the assignment and with the overload compensation. Subsequent changes to the overload compensation will be made only with mutual agreement of the faculty member and the District.

8.4 **Bank Time**

Any faculty member, with the permission of their division chairperson and the Vice President of Academic Services, may accept teaching overloads in the class schedule of no more than .20 of a regular full-time teaching assignment in a semester for no additional compensation. A record of such teaching overloads will be maintained in the Office of Academic Services. Instructors with accumulated overload time may draw upon such time in future semesters in order to reduce duty assignment to less than a full assignment or earn one semester of leave while receiving full salary. Unpaid overload teaching time can accumulate to a maximum of one year’s full-time teaching assignment (30 LHE). Non-instructional faculty members are also eligible for accepting overload time of no more than .20 of a full-time load, and may bank up to one year of duty.

8.4.1 No more than the equivalent of one semester of banked duties may be drawn upon in any one academic year.

8.4.2 No more than fifteen (15) percent of the faculty may accumulate overload time during any one semester and no more than fifteen (15) percent of the faculty may draw overload time during any one semester.

8.4.3 Any probationary bargaining unit member shall be entitled to assume an overload for compensation only and shall not be eligible to accrue bank time under Section 8.4 unless and until such probationary employee is employed under his/her third consecutive contract and actually commences work for his/her third consecutive school year. A second year probationary employee may apply during the semester before the commencement of his/her third consecutive contract year to bank time during that third contract year.

8.4.4 A faculty member, upon retiring and having unused banked time, may elect to have this time reimbursed at the overload rate. However, no more than one semester of unused banked time will be subject to reimbursement at retirement.

8.5 Any faculty member whose schedule includes teaching at a site other than the main COS campus shall be reimbursed for mileage at a rate consistent with IRS regulations. Computation of this mileage shall be made from the point of origin or the College of the Sequoias, whichever is less.

8.6 **Large Class Size Factors and Overload Hours**

For large class sections, including overload and summer school classes, additional compensation will be computed at the hourly overload rate as a percentage of
students in excess of 40 students based on census enrollment. Census enrollment is the number of students enrolled as of the census date. A minimum of 41 students is needed to be eligible for large class size overload hourly compensation. Following is the formula to be used: Large Class Factor x Overload Hours.

Where: The large class size factor is \([(\text{Census Enrollment} - 40)/40]*100\%\) Overload hours are \([17.5*\text{Units}*\text{Large Class Factor}]\)

For example, a census enrollment of 48 students would yield a large class size factor of 20% (8/40*100). For a 3 unit lecture class, total meeting hours are 17.5*3 or 52.5 hours per semester. Thus the additional compensation would be 20% of 52.5 hours or 10.5 hours. Additional compensation would be at the overload rate for these hours.

The table below is for illustration purposes only. The above formula will be used to calculate actual large class overload hours.

<table>
<thead>
<tr>
<th>Census Enrollment</th>
<th>Large Class Factor and Overload Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Units 1</td>
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8.6.1 Election to participate in a large class is voluntary on the part of a faculty member. Such participation by some but not other faculty members could result in some class sections of a course having a widely varying number of enrolled students. It is further possible that a disproportionate number of students could be shifted from a regular class section of one faculty member to another class which is large. Both parties agree that this outcome is not the goal of large classes, and mitigating action will be taken if it is shown to occur.

8.6.2 The District will carefully track enrollment data of all courses which have a large class component. Enrollment date for each class section of the course will be tabulated. This data will be available to the Association on request. If the data suggest that enrollment in a faculty member’s class is
being compromised because of over enrollment in another section, the District and Association will immediately meet in order to protect the affected faculty member’s assignment.

8.6.3 The election process for large class sizes is as follows. Faculty interested in a large class assignment may indicate the course and maximum desired class size on their schedule request. The regular process used by the division/department will be followed in scheduling large class assignments. Subsequent to receiving the assignment a faculty member may elect to increase class size above 40 by notifying in writing the appropriate Dean.

8.7 **Presence on Campus**

The following minimum number of days per week shall apply to each contract or regular faculty member who is employed on a 100% contract.

8.7.1 For those weeks in which a faculty member has classes scheduled, that faculty member will be required to be on at least one of the campuses of the College of the Sequoias for a minimum of four days per week. This minimum number of days of presence on campus per week shall only apply to those weeks in which classes of a specific faculty member are scheduled to meet.

8.7.2 For any faculty member, the minimum number of days per week required by this section shall be reduced to three (3) days if 20% or more of the faculty member’s required teaching load is reassigned time or banked leave time.

8.7.3 Circumstances may arise that make minimum days per week on campus impractical. The minimum days may be modified by mutual agreement between the Vice President of Academic Services and the Association President.

8.8 **Base Class Size**

Base class size refers to the number of students to be initially enrolled in a class section of any particular course. Enrollment exceeding the base class size shall require permission of and concurrence with the affected faculty member. With the exceptions noted, base class size for all lecture classes, including Distance Education classes, is 40 students or the room capacity following Title 5 standards, whichever is smaller. The base class size will apply to all courses, in all sessions, including summer, overload and Distance Education courses. Course exceptions to base class size include Philosophy 25 “Critical Thinking” (30 students), English composition and English writing courses, lecture courses which have an associated lab, and speech courses. For these courses, the traditional class size will be used as the base class size. The District and COSTA will maintain a class list of traditional class sizes, for the above mentioned classes as well as newly written and adopted courses. The District reserves the right to set a course enrollment limit upon concurrence with the Association. The course list will be ongoing and reviewed at least on an annual basis on or before March 15th.
ARTICLE IX
Salaries

The provisions of Article IX Salaries shall remain unchanged except for the following amendments.

9.1 The following guidelines shall apply to faculty salaries:

9.1.1 For the 2006-2007 academic year, the Academic and Overload Salary Schedules will be increased by an additional 1%, retroactive to 1 August 2006.

On 1 August 2008, the Academic and Overload Salary Schedules will be increased by an additional 1%. In order for this 1% to remain on schedule, the highest marginal rate as reported by the Chancellor’s Office on either the P1, P2 or annual report for the 2008-2009 academic year, is at least 1% greater than the Statewide Cost of Living Adjustment (COLA) published for California Community Colleges for the same year,

OR,

The COS ending balance, less any interfund transfers, as reported on the CCFS311 filed in the 2008-2009 academic year is at least 8%.

For the 2008-2009 academic year the Academic and Overload Salary Schedules shall be increased by a percent equal to the Statutory Cost of Living Adjustment (COLA) published for California Community Colleges. The Academic and Overload Salary Schedules shall be further increased if a savings can be realized from switching health insurance carriers. This savings shall be determined by comparing the cost of the current plan for bargaining unit members for the referenced year as compared to that cost from the new insurance carrier. For savings equivalent to the cost of a 1% salary increase, or proration thereof, the salary schedules shall be increased by that equivalent percentage, effective at the time of insurance carrier change. Any and all salary increases as per this paragraph shall be in addition to the 1% increase as referenced in the previous paragraph.

For the 2009-2010 academic year the Academic and Overload Salary Schedules shall be increased by a percent equal to the Statutory Cost of Living Adjustment (COLA) published for California Community Colleges. Both parties further agree that negotiations may be opened for any additional salary changes.

9.1.2 Compensation for faculty members employed to teach classes during summer session shall be determined by multiplying the individual’s annual
salary by .0012 to obtain an hourly rate for lecture and laboratory assignments; and by .0008 for activity assignments. The hourly rate will then be applied to the number of weekly student contact hours of the assigned class during a semester of 17.5 weeks.

9.1.2.1 A faculty member scheduled to teach in a summer session(s) immediately following his/her notice of retirement shall receive compensation consistent with the COSTA Master Agreement for that summer session(s). In subsequent summer sessions, however, if the faculty member teaches, he/she shall be compensated consistent with the COSAFA Master Agreement.

9.1.3 Each semester a committee comprised of management, COSTA, the Academic Senate and Instructional Council will collaborate and cooperate in developing strategies that will enhance WSCH load and maximize FTES growth.

9.1.3.1 The Vice President, Academic Services, will call the committee together no later than February 15 of each academic year to develop strategies to enhance WSCH and to increase FTES growth.

9.1.4 All salary schedules (Academic, Faculty Overload and Summer) will be in effect August 1 through July 31 of the following year.

9.2 **Academic Salary Policy**

9.2.1 Salary Schedule

- **Class I** * Bachelor’s degree, or special secondary credential, or a vocational credential (partial fulfillment).
- **Class II** Bachelor’s degree plus 30 semester units, or general secondary credential, or a permanent vocational credential.
- **Class III** Master’s degree, or bachelor’s degree plus 45 semester units, or a vocational credential plus A.A.
- **Class IV** Master’s degree and 60 semester units beyond the bachelor’s degree or a vocational credential plus BA or B.V.E.
- **Class V** Master’s degree and 75 semester units beyond the bachelor’s degree or a vocational credential plus M.A. or M.V.E., or Doctorate degree.

* Only those collegiate units may be counted which were taken subsequent to the awarding of the bachelor’s degree or equivalent.

** Must have at least a master’s degree for placement in Class V.

Vocational credential means a Vocational Class A Standard Designated Subjects Credential, or a Community College Vocational Credential issued
prior to 1970 on the basis of the completion of the Teacher Education Program conducted by the Division of Vocational Education of the University of California.

Faculty members with earned doctorates or with at least two (2) earned Master’s Degrees in areas reasonably related to the teaching assignment shall receive an annual stipend of $2,000. This amount shall increase at the same percentage as that of the Academic Salary Schedule.

Newly hired faculty will be given full credit for past teaching experience for step placement, not to exceed five (5) years.

Occupational experience for newly hired faculty shall be limited to those teaching in occupational areas and shall follow a general rule of two (2) for one (1), not to exceed five (5) years for initial step placement.

Faculty members who have been on the current last step of the Academic Salary Schedule for at least four (4) years shall be eligible for a Service Appreciation Longevity Step. The amount of this Service Appreciation Step shall be determined by multiplying step 31 of the appropriate column by 1.15.

9.2.2 **Salary Schedule Placement**

9.2.2.1 Each faculty member will be placed on the salary schedule at the class and step for which s/he is qualified based on education and experience.

9.2.2.2 For column placement, every two (2) years of full time occupational employment (excluding prior teaching experience) in the field or vocation of assigned teaching, shall be equivalent to and counted as 15 units of credit. Experience used for this equivalency may not be used for step advancement.

9.2.2.3 Forty-eight (48) contact hours of continuing education shall equate to one (1) semester unit for purposes of salary schedule placement. Such units will be subject to prior approval as stated in section 9.2.2.4.

9.2.2.4 Units taken by faculty for salary credit must have prior approval by the Committee for Consideration of Credit, composed of four members—two from management and two from faculty, appointed by the COSTA Executive Board. Upper division or graduate units taken in a discipline of a faculty service areas for which one is qualified are exempt from this provision.

9.2.2.5 Work experience other than that stipulated in 9.2.2.6 for salary credit must have prior approval by the Committee for the Consideration of Credit. The application will be evaluated on
the basis of whether this is a new experience for the individual and will directly contribute to the improvement of his/her teaching. A maximum of one unit of credit will be allowed for each 80 hours of work experience with a maximum of three units per year. A maximum of nine units will be allowed for salary credit.

9.2.2.6 Units to be counted for advancement must be completed before the opening day of instruction of the fall semester. Before June of the upcoming academic year, instructors must notify the administration of their work in progress or work to be completed in the summer in order to be placed on a higher column for the academic year.

9.2.2.7 An individual who qualifies to move to a higher class on the salary schedule will move vertically as well as horizontally on the schedule.

9.2.3 All reassigned time of faculty members will be negotiated and incorporated into this Master Agreement. Furthermore, all reassigned time will be included as part of the regular workload of any faculty member. A maximum amount of reassigned time for any one faculty member shall not exceed 50% per semester. Exceptions to this 50% limit may be made in unique and unusual circumstances, and only with the mutual concurrence between the Association and the District. Extra compensation and/or reassigned time will be given for the following:

9.2.3.1 **Weekend Stipend**
Faculty in the following positions shall be paid a stipend of $300 per weekend day, not to exceed $1,500 per year: Coaches, Equestrian Instructor, Athletic Trainer, Fine Arts Performance.

9.2.3.2 **Division Chair Stipend**
Division Chairs shall receive 40% reassigned time plus a $2,200 stipend.

9.2.3.3 **COSTA Reassigned Time**
One and five tenths (1.5) FTE of reassigned time shall be granted to the College of the Sequoias Teachers Association (COSTA). Assignment and distribution of this reassigned time shall be determined by the COSTA executive board. Notification of the reassigned time according to this section shall be made to the Vice President of Academic Services on or before June 30th for the Fall Semester and December 1st for the Spring Semester. Upon request by the District, COSTA will supply documentation of time that was spent on meetings, research, and other appropriate uses of the reassigned time.
9.2.3.4 Senate Reassigned Time
One and one tenths (1.1) FTE shall be granted to the Academic Senate. Assignment and distribution of this reassigned time shall be determined by the Academic Senate executive board.

Notification of the reassigned time according to this section shall be made to the Vice President of Academic Services on or before June 30th for the Fall semester and December 1st for the Spring Semester. Upon request by the District, the Senate will supply documentation of time that was spent on meetings, research, and other appropriate uses of the reassigned time.

9.2.3.5 Curriculum Committee Chair
Twenty percent (20) reassigned time shall be granted to the Chair of the Curriculum Committee.

9.2.3.6 Paralegal Coordinator
Twenty (20) percent reassigned time for the Paralegal Coordinator during the year prior to the accreditation of the Paralegal Program.

9.2.3.7 Faculty Enrichment Committee
Forty (40) percent reassigned time for the Chair of the Faculty Enrichment Committee. Appropriate clerical and secretarial assistance shall be provided to the Faculty Enrichment committee by the District.

9.2.3.8 Honors Coordinator
Twenty (20) percent reassigned time shall be granted to the Honor’s Coordinator.

9.2.3.9 Farm Manager
A $4,000 annual stipend shall be paid to the Farm Manager.

9.2.3.10 Head Coach
Twenty (20) percent reassigned time each for the Head Coach of the following sports: Football, Men’s and Women’s Basketball; and Men’s and Women’s Baseball. (it is understood that the Head Football Coach shall receive the reassigned time provided by this section each semester.)

9.2.3.11 Assistant Coaches Salary
Salaries for assistant coaches other than football coaches will be $2,000 per sport, and the assigned coaching responsibility will be in addition to the regular teaching responsibility.

9.2.3.12 Faculty on Special Assignments
By mutual agreement between the Association and the District, a faculty member may be placed on special assignment. A
Special Assignment is considered a non-instructional assignment. Faculty placed on the Special Assignment will be required to render service on the special assignment in addition to his or her base assignment. Faculty members to be placed on Special Assignment as per the provisions of this section will be finalized on or before 1 April of the preceding year.

Faculty of one type of Special Assignment will be on call as needed. Salary for faculty on this type of Special Assignment will be determined by multiplying the salary from the appropriate placement on the Academic Salary Schedule by a factor of 1.1408, 1.2112, 1.2816, or 1.3520. The factor used shall be proportional to the duties performed.

Faculty on other types of Special Assignment will be required to perform the duties of the special assignment during the summer. Salary will be as per the C or D basis of the Academic Salary Schedule (Appendix K). The C base schedule will include 17.5 additional duty days per year, and the D base schedule will include 35 additional duty days. Additional duty days as referenced herein are in excess of the base work year as referenced in section 8.1.1 of the Agreement. These additional duty days will be scheduled in the summer by mutual agreement between the immediate supervisor and the affected bargaining unit member. Such agreement will be reduced to writing and signed by both parties. One copy will be forwarded to the Association President.

9.2.3.13 Student Learning Outcomes (SLO) Coordination
40% reassigned time for the establishment and coordination of student learning outcomes. This reassigned time shall be distributed to one faculty member or be divided between two faculty members. The assignment and distribution of this reassigned time shall be determined by the Executive Board of the Academic Senate.

9.2.3.14 ESL Coordinator
Between five (5) and ten (10) percent reassigned time shall be granted to the ESL Coordinator as determined by the District.

9.2.3.15 Other Reassigned Time
For reassigned time not otherwise addressed by this Master Agreement, the District shall have the option of granting up to 1.8 FTE of reassigned time to faculty members. Notification of the reassigned time according to this Section shall be made to
the President of the Association on or before the preceding June 30th for the Fall Semester and December 1st for the Spring Semester. The District shall also provide a thirty (30) day notification to the Association of any change or modification to District’s utilization of this reassigned time.

9.2.3.16 **Reassigned Time / Grants**
Reassigned time shall be awarded to any faculty member who is the recipient of a grant which stipulates reassigned time and is approved by the Superintendent/President. Such reassigned time shall be contingent upon funding under the grant and not from the general funds of the District. If the District applies for a grant under this section, timely communications will be made to the Senate in order to receive comments and suggestions for faculty participation.

9.2.3.17 The reassigned time of all faculty members, (classroom and non–classroom) will be based on a 15–hour week and that reassigned time will be counted as their regular work load.

9.2.4 Compensation for coaches that are full-time, academic instructors shall be in the form of ten (10) hours per week for the sport plus the stipend referenced in Article 9.2.3.1 above.
ARTICLE X
Employee Benefits

10.1 The District will provide for all full–time and part–time (fifty (50) percent and above) faculty as primary subscribers and the eligible dependents, a benefit plan equivalent to or better than the plan in force as of the date of ratification of this agreement. The plan will include the following paid coverages: a major benefits health plan with medical, dental, vision, an annual physical examination for the primary subscriber, and a $100,000 level–term life insurance policy for the primary subscriber. The selection of the benefits plan will be made by the District.

The parties understand and agree that the district will continue to provide the fully–paid coverages listed above to all eligible bargaining unit members beyond the term of this Agreement and until the parties mutually agree otherwise or until their mutual obligation to bargain in good faith is fulfilled.

10.1.1 The maximum on the major medical shall be increased from $1.3 million to $6 million.

10.1.2 The District will continue its self–insurance for vision and dental coverages. Those vision and dental benefits will be increased as listed in Appendix F. Annual maximum dental coverage will increase to $1,800. The effective date of enhanced vision and dental will be the first of the month following ratification of the Tentative Agreement.

10.1.3 The Insurance Committee will review the self–insurance vision fee schedule prior to November 30 of each odd numbered academic year to ensure the stated allowances in the fee schedule remain in line with those provided by other vision insurance carriers such as VSP.

10.1.4 The dental benefits under this agreement are as stated in the College of the Sequoias Dental and Vision Benefits, Amended 12/2001 – Faculty, Classified & Management Employees.

10.2 Faculty members who are absent because of illness, injury or disability and who have exhausted their accumulated paid leave will continue to receive full insurance coverage to be paid by the District for a period not to exceed twelve (12) months following exhaustion of said leave.

10.3 The District will pay the cost of a major benefits plan with medical, dental and vision for retiring faculty members and eligible dependent(s) after July 1, 1990 according to the following qualifications:
10.3.1 To qualify for this coverage, the faculty must be eligible under the State Teachers Retirement System (STRS) or Public Employee Retirement System (PERS). Also, both the faculty member and eligible dependent(s) must enroll in Medicare Part “A” if qualified through Social Security eligibility. Additionally, the faculty members and eligible dependent(s) must enroll in Medicare Part “B” upon becoming eligible. All references to “Medicare” refer to the Federal Medicare Law as described in Title 18 of the Social Security Act of 1964.

10.3.2 Unit members with a minimum of twenty (20) years’ full-time equivalency at the College of the Sequoias (including the two years of additional service credit if the unit member elects such retirement incentive) and who retire from the District into the State Teachers Retirement System or the Public Employees Retirement, will receive the benefits until reaching the age of Medicare eligibility. For each retiree of this age and older who qualify for Medicare, the District will contribute $2,706 annually (with an annual 2% inflation factor) toward the purchase of a Medicare Supplemental Plan. Per retiree, the amount to be contributed each year by the District, according to the provisions of this agreement, are shown in Appendix H. Such increases shall be ongoing and shall continue from year to year beyond the term of this Agreement, or until the parties mutually agree otherwise or until their mutual obligation to bargain in good faith is fulfilled. As a further point of clarification, the initial amount paid to a retiree, i.e. the first payment, shall not remain fixed from year to year, but shall increase as per Appendix H. Unless and until negotiated otherwise, beginning January 1, 2002, and thereafter, the annual inflation factor adjustment shall be made on the first day of each calendar year. For those retirees who do not qualify for Medicare, the District will pay a maximum of $1,500 of the retiree’s premium. Retirees will pay any premium increase over the above amount.

10.3.3 Faculty with ten (10) years but less than twenty (20) years full-time equivalency at the College of the Sequoias and who are eligible under the State Teachers Retirement System or Public Employees Retirement System will receive the benefits until they reach the age of Medicare eligibility. After reaching such age, the employee and eligible dependent(s) may retain the benefit by paying the total premium cost to the College of the Sequoias business office, if, and only if, the retiree is not eligible for Medicare.

10.3.4 Benefits for a retiree will not be less than the District plan for employed faculty unless agreed to in writing by the retiree.
10.3.5 An eligible dependent is defined as one meeting the eligibility requirements of the insurance carrier. If a retiree receiving either of the above should predecease an eligible dependent(s), that (those) dependent(s) shall have the option of transferring to the available standard conversion plan as specified by the insurance carrier’s policy.

10.4 Faculty members on Board–approved leaves of absence without pay may, at their option, contribute their full monthly premiums through the District business office, thereby continuing group insurance rates and coverage. Payment must be made in accordance with District procedures in order to retain this benefit.

10.5 If a tenured faculty member is laid off because of reduction in service or financial necessity, the District will pay the cost of benefits provided for in Article 10.1 for a period of twelve (12) months or until full–time employment is obtained.

10.6 A surviving spouse of a deceased retiree under group number F05003, or equivalent, can be eligible for coverage under the Ed. Code 7000-7008 group subject to the following:

Coverage is the same as the active employee and bargained retiree policy for any insured spouse of a retiree who deceases over age 65.

The Ed. Code 7000-7008 coverage is rated separately from the active group and from the bargained F05003, or equivalent, retiree subgroups. The surviving spouse pays the full cost of Ed. Code 7000-7008 coverage.

The surviving spouse must notify the College that they wish to move from coverage under the deceased retiree spouse to Ed. Code 7000-7008 and begin paying the full applicable premium to the College. College of the Sequoias will notify the carrier to move the spouse from the current subgroup to Ed. Code 7000-7008.
ARTICLE XI

Working Conditions and Facilities

11.1 To the extent that existing facilities allow, all classes shall be assigned to rooms, laboratories, and activity areas that can properly accommodate them and which are appropriately heated or cooled, lighted, ventilated, equipped and maintained. The same shall apply to faculty members’ offices.

11.2 Office Availability/Vacancy

When a faculty member’s office from a particular Department becomes vacant by retirement, resignation, or other voluntary means, it will remain assigned to that Department, and faculty members from that Department may then request the use of the office. In the event there is more than one request, the faculty member with the highest seniority will be granted the use of the office. If there is no request for the use of the office from faculty members of the Department, the office will then be assigned to the Department’s Division, and faculty members from that Division may request the use of the office. In the event there is more than one request, the faculty member with the highest seniority will be granted the use of the office. If there is no request for the use of the office from faculty members of the Division, then an assignment to a Division will be made jointly by the appropriate Vice President and the division chairs on the basis of campus needs. If the vacancy is assigned to an appropriate division, an announcement will be made to the division, and those faculty members can then request the use of the office. In the event there is more than one request, the faculty member with the highest seniority will be granted the use of the office.

11.2.1 Should the District determine the need to relocate a faculty member’s office space, a meeting will be held to discuss the relocation with the affected faculty member. The District acknowledges the right of the faculty member to include a COSTA representative during that meeting.

If, as a result of that meeting, the affected faculty member objects to the proposed relocation, s/he may request a written rationale for the decision. The faculty member will also prepare a written rationale for objections, which shall be provided to the appropriate Vice President. These documents will be submitted to the Committee established under this procedural document.

The appropriate Vice President shall then appoint two (2) administrators and the Association shall appoint two (2) faculty members to convene for the purpose of reviewing written rationale statements. The members shall elect a chairperson to preside at
committee meetings. The committee shall prepare a written recommendation to the Superintendent/President for resolution of the relocation. The Superintendent/President retains the authority to issue a final determination in the relocation so that the faculty member’s office will be comparable to his or her division faculty.

11.3 If there is a reduction in the course offerings by department due to decreasing enrollment and/or financial constraints, the departments will use their traditional methods for assigning courses to instructors during the initial preparation of the master class schedule. The right to have a full load of classes composed only of day classes will be based on seniority. Lowest seniority members whose schedules cannot be filled because of an insufficient number of classes, will fill their schedules with night classes or other classes for which they are qualified. This does not preclude the senior faculty members from choosing to teach night courses to complete their schedule.

11.4 The method for assigning courses to instructors involves the following procedure:

11.4.1 Department faculty course assignments are subject to final approval by the Vice President of Academic Services. The decision shall be reached following discussions wherein the division chairperson shall present his/her Division/Department recommendations.

11.4.2 Following approval of the Vice President of Academic Services, faculty course assignments are submitted to the Superintendent/President for appropriate action.

11.4.3 The District may assign full–time faculty to satellite campuses. Senior faculty members shall have the right of first choice for such positions. Otherwise assignment shall be made on the basis of seniority, the least senior faculty member qualified and competent in the discipline shall be assigned.

11.5 **Summer School Assignment**

Assignment of summer school classes will be on a rotational basis with priority given to contract and regular faculty. Each discipline will keep a rotation roster, with newly hired faculty placed at the bottom of the roster. The faculty member at the top of the roster will be given first opportunity. When that faculty member has taught a summer session, his/her name will then go to the bottom of the roster. If the faculty member at the top of the rotation roster declines a summer school opportunity, the next person is to be offered the class. The declining faculty member will then be placed at the bottom of the roster with the roster maintained by the division chair with concurrence by the area deans.
ARTICLE XII
Leaves

12.1 A written statement of accrued sick leave entitlement shall be provided on the stub of each salary warrant. In the event that such information is no longer provided, the District, each year, shall provide each faculty member with a written statement of accrued sick leave entitlement.

12.2 Absence for Illness or Accident (Sick leave)

12.2.1 Each faculty member shall be entitled to absence with full pay for personal illness or injury, exclusive of all days the faculty member is not required to render service to the District for an academic year according to the following schedule.

(a) Full-time faculty will earn and be credited one and four tenths (1.4) days of sick leave for each month of full-time employment; to be credited to each member at the beginning of the academic year or when employed, if other than prior to the beginning of the academic year. Except as otherwise provided (e.g. Willie Brown provision), bargaining unit members on a partial contract will earn sick leave proportionate to his or her percent contract.

(b) Faculty who are working under a partial contract (less than 100%) earn a pro-rated amount of sick leave, to be credited at the beginning of the academic year or when employed, if other than prior to the beginning of the academic year, and will be based upon the percentage relationship between the assigned work load and the full-time workload within the respective division and/or the number of days the specific faculty member works and the number of days of a full-time workload of the respective division. At the beginning of each academic year, the District will provide the Association with the procedure for each division, whereby prorated sick leave will be calculated for partial contract faculty.

(c) If a faculty member does not take the full amount of leave allowed in any academic year as provided by this provision and the Educational Code, the amount not used shall accumulate from year to year.

12.2.2 When a unit member is absent from duties on account of illness or accident for a period of five (5) months or less in an academic year,
whether or not the absence arises out of or in the course of employment of the unit member, and has exhausted all entitlement of full-paid sick leave, the amount paid the unit member for any month in which the absence occurs shall be the difference between the amount paid, or would have been paid, the unit member’s regular salary. However, in no situation shall the unit member receive less than fifty (50) percent of his/her salary.

12.2.3 Upon returning from a leave due to illness or accident, a faculty member will sign a District form provided by the Office of Academic Services. On this form the faculty member will declare the number of sick leave hours or days used.

12.2.4 The annual sick leave allowance shall be available to the faculty member at the beginning of the academic year or when employed, if other than the beginning of the academic year. Except in the case of death, sick leave allowance that was used in excess of days actually earned shall be refunded to the District upon termination of employment.

12.2.5 The amount of unused sick leave days to be transferred for a faculty member from another district shall be consistent with the provisions of §44979 and §87782 of the Education Code.

12.2.5.1 When unused sick leave for a faculty member is to be transferred from another district to the College of the Sequoias, the College of the Sequoias shall request of the transferring district that this amount of sick leave be given in days and that the transferring district provide the number of hours it uses to define a day of sick leave.

12.2.5.1.1 When the transferring district provides all or part of this amount of unused sick leave in hours, then an appropriate conversion for these hours to days shall be made by the College of the Sequoias using the number of hours provided by the transferring district to define a day of sick leave.

12.2.5.1.2 In the event the transferring district fails to provide the number of hours it uses to define a day of sick leave, the College of the Sequoias shall contact the transferring district and ascertain the number of hours per day that District uses to define a day of sick leave. This number from the transferring district shall be defined as the conversion factor and may be different for each transferring district.
12.2.5.2 Once the number of days of unused sick leave to be transferred has been properly determined by the methods stipulated in 12.2.5.1, the District may equate eight (8) hours of sick leave for each complete day transferred. If changes need to be made to these procedures, the parties will negotiate.

12.2.6 Sick Leave Deduction

With the exception noted below, for each hour of duty missed due to illness, injury or other provisions provided by the California Education Code, one (1) hour of sick leave will be deducted from the faculty member’s accrued sick leave, not to exceed ten (10) hours per day.

Office hours which are missed due to illness, injury or other provisions provided by the California Education Code will not be subject to a sick leave deduction if those office hours are rescheduled prior to the end of the class for the semester.

12.2.6.1 If, as a result of illness or injury, reassigned time duties cannot be performed and the District and COSTA agree to assign another faculty member to perform those duties, the District and COSTA will also meet to determine the appropriate amount of sick leave deduction.

12.2.7 Any COSTA bargaining unit member who possesses unused adjunct sick leave, i.e. sick leave earned when the bargaining unit member served as an adjunct faculty member and prior to his/her being employed in a tenure–track position, shall be entitled to utilize such adjunct sick leave when the faculty member is absent from his/her tenure–track position. Such accrued but unused adjunct sick leave shall be exhausted first before all other paid sick leave, whether current or accrued. A bargaining unit member shall forfeit any accrued but unused adjunct sick leave remaining at the time s/he resigns, retires or otherwise terminates his/her employment at COS.

12.2.8 Notwithstanding any language to the contrary, a COSTA bargaining member who teaches an overload class for compensation and thereby earns partial sick leave, also known as adult or overload sick leave, shall be entitled to utilize such partial sick leave when absent from a current or future overload assignment due to illness or injury. In addition, a faculty member who has earned partial sick leave as a result of teaching an overload class for compensation may use such partial sick leave for absences from his/her regular faculty assignment due to illness or injury as long as the faculty member has exhausted all his/her current and accumulated regular sick leave and is still absent from work.
12.2.9 As per the provisions of Ed Code 22717 and other applicable sections, a faculty member shall be granted credit at service retirement for each day of accumulated unused sick leave including unused overload sick leave.

12.3 Pregnancy Leave

12.3.1 Definition:
For the purpose of this section, pregnancy disability leave is defined as absence because of pregnancy, miscarriage, abortion, childbirth, and recovery therefrom and shall be considered a temporary disability. For the purpose of this section, adoption disability leave will be considered and treated as pregnancy leave.

12.3.2 Entitlement:
Such leave shall be paid leave and shall be deducted from accumulated sick leave and extended illness leave if necessary. The length of the leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee’s physician.

12.3.3 Child–rearing leave:
Child–rearing leave may be granted by the Governing Board at its discretion as leave without pay.

12.4 Bereavement Leave

12.4.1 A faculty member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out–of–state travel is required, on account of death of any member of his or her immediate family. No deduction shall be made from the salary of the affected faculty member nor shall leave be deducted from leave granted by other sections of this article.

12.4.2 Upon recommendation of the Superintendent/President, up to two (2) additional days of bereavement leave may be granted to a faculty member. Other terms and conditions of this additional bereavement leave will be the same as that indicated in section 12.4.1.

12.4.3 Members of the immediate family as used in this section means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the unit member as verified by the area Vice-President of the faculty member.

12.5 Sabbatical Leave
Section 87767 and 87768 of the Education Code are incorporated into this agreement, except as supplemented below:
12.5.1 A faculty member will become eligible for sabbatical leave upon successful completion of the sixth (6th) year of employment at the College of the Sequoias.

12.5.2 The maximum number of faculty on leave during any one time shall be limited to three (3) percent of the total number of contract faculty positions approved by the Board during the semester in which applications are evaluated and rounded up to the next higher integer.

12.5.3 The sabbatical leave application shall be reviewed by the Faculty Enrichment Committee and one administrator designated by the Office of Academic Services. For purposes of sabbatical leave applications only, such administrator will have voting rights as per the rules and guidelines of the Faculty Enrichment Committee. This committee plus the designated administrator will follow the established procedure for evaluation of leave requests based upon established criteria prior to submitting its recommendations to the Superintendent/President. After review of the committee’s recommendations, the Superintendent/President will forward the recommendations to the Board of Trustees.

12.5.4 Applicants may request one of four types of sabbatical leaves or combinations thereof. They are:
(1) work toward a higher degree;
(2) study and/or research;
(3) curriculum planning; and
(4) travel.

12.5.5 A faculty member who is on a full-year sabbatical leave will be paid three-fourths’ salary by the District. A faculty member who is on a half–year sabbatical leave will be paid full salary by the District. There will be no reduction in employee fringe benefits or sick leave accrual during the term of a faculty member’s sabbatical leave.

12.5.6 The recommendation on the manner in which a sabbatical leave is to be replaced will be jointly determined by the faculty member’s Division and the appropriate Vice-President. This recommendation will be forwarded to the Board of Trustees through the Superintendent/President. In the event that the Division and the appropriate Vice-President cannot reach an agreement in the manner of sabbatical leave replacement, such will be determined by the Superintendent / President. The recommendation of the Superintendent / President will be made only after a joint meeting about the replacement of a sabbatical leave recipient with the appropriate Division Chair and Vice-President. The recommendation of the Superintendent / President will then be forwarded to the Board of Trustees.

12.5.7 Any faculty member, as a condition to being granted a sabbatical leave pursuant to Section 12.5 of this Agreement, shall agree in writing to
render a period of service in the employ of the Governing Board of the District following his or her return from the sabbatical leave which is equal to twice the period of the leave. “In the employ of the governing board of the district” may include nontraditional duties which may be mutually agreed, and such employ may be part time. Both parties further agree that “equal to twice the period of the leave” refers to a time period of employment and not a specified amount of work to be performed. At the expiration of the sabbatical leave, the faculty member, unless s/he otherwise agrees, shall be reinstated in the position held by him or her at the time of the granting of the leave of absence.

As pertains to this section, position means that the scheduling of courses, rights, privileges, and benefits, shall continue in a manner as if that faculty member had not taken a sabbatical leave, and which would be consistent with the practices of his or her division, and this Master Agreement.

12.5.8 At least one month prior to the commencement of a sabbatical leave, the District requires the Faculty member to furnish a bond in an amount equal to the salary to be received during the sabbatical leave, or other security such as a Promissory Note, suitable to the District and indemnifying the District against all losses in the event the Faculty Member fails to render service to the District for the agreed upon period set forth above following the return of the Faculty Member from the sabbatical leave. When a Faculty Member has completed his/her service to the District after the sabbatical, the District will reimburse Faculty Member for one–half the cost of the bond.

12.5.9 Prior to the commencement of a sabbatical leave, a faculty member shall be required to sign the Sabbatical Leave of Absence Contract. This Contract is included as Appendix G-1 and Appendix G-2 of this Master Agreement.

12.6 Institutional Improvement Projects

12.6.1 An Institutional Improvement Project (IIP) is a study or research carried out by a faculty member during the course of a semester. The goal of the project is to improve support services, operation and/or perception of the institution. A faculty member conducting an IIP shall receive 20% reassigned time. This reassigned time shall be part of the required load of the faculty member.

12.6.2 IIP slots will only become available to faculty if the maximum number of faculty approved for sabbatical leave of the forthcoming year has not been reached. For calculation purposes, five (5) IIPs shall be equivalent to a one semester sabbatical leave. For example, if the
The maximum number of sabbatical leave semesters is determined to be nine (9) and only eight (8) are approved, then five (5) IIP slots would be available (1 semester X 5 IIP/semester). The number of sabbatical leaves plus the equivalent IIPs shall not exceed the maximum as stipulated in section 12.5.2.

12.6.3 The criteria for IIP eligibility and successful completion shall be established by the Faculty Enrichment Committee (FEC) in consultation with the Superintendent/President or designee. Impact on the department will be considered in the criteria. The Faculty Enrichment Committee (FEC) will call for and review IIP applications only after all sabbatical leave applications for the forthcoming year have been approved.

12.6.4 Superintendent/President will review applications forwarded by the Faculty Enrichment Committee (FEC) and has the right to return proposals with comments on deficiencies in need of remediation.

12.6.5 The eligibility of a faculty member for a sabbatical leave will not be reduced, or altered by participation in an IIP.

12.6.6 Any faculty member who conducts an IIP shall be limited to a maximum of 6 LHE, including the IIP project, of overload for that semester in which the IIP is conducted.

12.7 **Exchange Teaching Leave**

Upon the recommendation of the Superintendent/President, and with the written authorization of the Board of Trustees, faculty members may serve as exchange teachers in foreign countries for a period of time not to exceed one (1) academic year. During the period of such exchange, the District will pay the regular salary of the faculty member. It is expected that the salary of the exchange teacher working for the District during this period will be paid by the educational system of origin.

12.8 **Personal Necessity Leave**

No more than six (6) days per academic year of absence of illness or injury allowed pursuant to Education Code Section 87781, and may be used by a faculty member in the following cases of personal necessity.

12.8.1 Bereavement leave in addition to that of Section 12.4.

12.8.2 Accident, involving the faculty member’s person or property, of the person or property of a member of his/her immediate family, as defined in Article 12.4.3, of such an emergency nature that the immediate presence of the faculty member is required during his/her work day.

12.8.3 Appearance in court as a litigant or as a witness under official order.
12.8.4 Serious or critical illness of a member of the immediate family, as defined in Article 12.4, calling for the services of a physician, and of such emergency nature that the immediate presence of the faculty member is required during his/her work day and which may require verification by a physician’s statement.

12.8.5 Religious holidays peculiar to the faculty member’s faith.

12.8.6 Adopted parenthood when receiving the child into the home.

12.8.7 Paternity: When a faculty member’s child is born.

12.8.8 Two days of Personal Necessity Leave may be used as personal business leave. Approval will be obtained in advance from the appropriate Vice-President, if circumstances permit, for one of such days. Notice will be given one (1) week in advance for each of both days, if possible.

12.9 Industrial Accident or Illness Leave

Faculty member shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

12.9.1 The accident or illness must have arisen out of and in the course of employment of the faculty member and must be accepted as a bonafide injury or illness arising out of and in the course of employment by the District’s Workers Compensation administrator and the Workers’ Compensation Appeals Board.

12.9.2 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability and shall not exceed sixty (60) days within a fiscal year.

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

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

12.9.5 When a faculty member is absent from the faculty member’s duties on account of industrial accident or illness, the faculty member shall be paid such portion of the salary due him/her for any month in which the accident occurs, as when added to the faculty member’s temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to the faculty member of not more than his/her full salary.

12.9.6 Industrial accident or illness shall be reduced by one day for each day of authorized absence regardless of temporary disability indemnity award.

12.9.7 When an industrial accident or illness leave overlaps into the next fiscal year, the faculty member shall be entitled to only the amount of unused leave due the faculty member for the same illness or injury.
12.9.8 The benefits provided by these rules and regulations shall be applicable to all faculty members immediately upon becoming a faculty member of the District.

12.9.9 Any faculty member receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the State.

12.9.10 Upon termination of the industrial accident or illness leave, the faculty member shall be entitled to the benefits provided for sick leave and the faculty member’s absence for such purposes shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. However, if the faculty member continues to receive temporary disability indemnity, s/he may elect to take as much of his/her accumulated sick leave which when added to the faculty member’s temporary disability indemnity, will result in payment to the faculty member of not more than his/her full salary.

12.9.11 Unit members utilizing industrial leave provisions must comply with procedures established by the District and use District authorized physicians unless an accepted form to use their personal physician is on file in the Human Resource Services Office not less than fifteen (15) days prior to the injury. If a faculty member fails to use a District authorized physician for an industrial injury, s/he may be liable for any expense incurred as well as having the claim rejected.

12.9.12 When released by a physician to return to work after an industrial leave, the faculty member must obtain a physician’s statement to that effect. Such release will be submitted to the Human Resource Services Office.

12.10 Jury Duty

12.10.1 Leaves of absence will be granted to faculty members called for jury duty in the manner provided by law.

12.10.2 Proof of service shall be presented to the Human Resource Services Office, if so requested, upon return to duty.

12.11 Unpaid Leave of Absence

Unpaid leave of absence for personal reasons or extended leave of absence without pay for personal reasons shall be granted by the Board of Trustees to a faculty member upon approval of the Superintendent/President. Requests for such a leave shall be made through the Division Chairperson and the appropriate Vice-President, who shall prepare a recommendation for the Superintendent/President.

12.12 Miscellaneous

12.12.1 Unless otherwise provided in this Article, a faculty member on a paid leave of absence shall be entitled to receive credit for annual salary
increments provided during said leave. The faculty member shall also receive all other fringe benefits during such leave as shall be provided to all other faculty members, to the extent not expressly prohibited by law.

12.12.2 A faculty member on an unpaid leave of absence shall not receive district–provided fringe benefits nor other benefits provided to all other bargaining faculty members during the period of absence. However, the faculty member may request to participate in the fringe benefit program at his/her expense.

12.12.3 A faculty member may take a leave of absence only under the provisions specified in this section and applicable law. Should a faculty member be absent for reasons other than those specified, without the expressed permission of the District, such faculty member shall not be paid for the period of absence. Leaves of absence shall not be used for reasons of employment dissatisfaction.

12.12.4 When classes or duties of an absent bargaining unit member are covered by a faculty member, the absence will not be charged against the absent member’s sick leave, provided that the covering faculty member is qualified in the discipline or is approved by the immediate supervisor, and the duration per incident does not exceed three (3) consecutive days. If the absence continues beyond the third consecutive day, the District will provide a substitute.

12.13 Catastrophic Illness and Injury

12.13.1 Catastrophic Illness and Injury Benefit

As set forth by the provisions of this section, any bargaining unit member may donate sick leave credits, qualified service, or a combination of both to another bargaining unit member when that bargaining unit member suffers from a catastrophic illness.

12.13.2 Definitions

12.13.2.1 “Catastrophic illness” means an illness or injury that is expected to incapacitate the bargaining unit member for an extended period of time, or that incapacitates a member of the bargaining unit member’s family thus resulting in an extended absence from duties. This absence may create a financial hardship for the bargaining unit member because s/he has exhausted all of his or her accrued sick leave.

12.13.2.2 “Sick Leave Credit” as used in the context of this provision means that number of sick leave hours which are given by a donating bargaining unit member to another bargaining unit member who is experiencing a catastrophic illness.
12.13.2.3 "Qualified Service," means those contract duties performed by a bargaining unit member who is qualified in the appropriate discipline, as determined by the appropriate Vice President, and which are substituted for those duties and services which would have been rendered by the bargaining unit member who is absent due to a catastrophic illness.

12.13.2.4 For purposes of this article accrued sick leave means sick leave earned in the current year plus sick leave accumulated from prior years, less sick leave earned while performing duties on overload, i.e. adult sick leave.

12.13.3 Eligibility

Sick leave credits or qualified service may be donated to a bargaining unit member for a catastrophic illness if all of the following requirements are met:

12.13.3.1 The bargaining unit faculty member who is suffering from a catastrophic illness submits a written request that sick leave credit or qualified service be donated. The affected bargaining unit member shall provide written verification of this catastrophic illness from a physician and concurred by the District through the Office of Human Resource Services.

12.13.3.2 The District and COSTA determine that the bargaining unit faculty member is unable to work due to the bargaining unit member’s catastrophic illness.

12.13.3.3 The affected bargaining unit member has exhausted all (accrued, and overload) sick leave, and the only remaining paid leave available to the bargaining unit faculty member is the five school months of leave at not less than 50 percent pay as set forth in subsection 12.2.2.

12.13.4 Procedure

12.13.4.1 A bargaining unit member who wishes to receive the catastrophic illness benefit must request in writing to COSTA and the District that sick leave donations be solicited on his or her behalf. The request must have attached written verification of the catastrophic illness per the provisions of 12.13.3.1.

12.13.4.2 Donations will be solicited by a joint announcement of COSTA and the District on behalf of a specifically named individual who meets the requirements for this benefit.
12.13.4.3 By written notice to the District, any bargaining unit member may donate up to 40 hours of sick leave credit per academic year. In order to be eligible to donate at any particular time, a bargaining unit member must have a minimum number of 248 hours of accrued sick leave. The bargaining unit member will donate in 8-hour blocks of leave credit at any one time.

12.13.4.4 By written notice to the District, any bargaining unit member may donate qualified service to a bargaining unit member who is experiencing a catastrophic illness. A bargaining unit member who is to donate qualified service must be qualified as per the provisions of 12.13.2.3.

The individual who is donating qualified service shall do so without compensation, and the faculty member receiving the qualified service donation shall not experience any payroll deductions for absent duties and office hours which are covered by such donated, qualified service.

The receiving faculty member shall acquire donated qualified service based on the factors set forth in this Article, subsection 12.2.6.

<table>
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<tr>
<th>Per Hour Qualified Service</th>
<th>Donation of Equivalent Sick Leave Hours</th>
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</thead>
<tbody>
<tr>
<td>Lecture</td>
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<tr>
<td>Lab</td>
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<tr>
<td>Activity</td>
<td>1.6333</td>
</tr>
<tr>
<td>Non–classroom</td>
<td>1.143</td>
</tr>
</tbody>
</table>

12.13.4.5 The maximum amount of time that donated sick leave credits and/or qualified service may be used by the recipient bargaining unit member shall not exceed the 5 school months of paid leave as referenced in 12.2.2. All donated leave or qualified service shall run concurrently with the bargaining unit faculty member’s five school months of leave as referenced above. The donated sick leave credit and/or qualified service shall not be used as a substitute for the District’s obligation to provide the minimum salary as set forth in section 12.2.2. Donated sick leave and/or qualified service shall be utilized with the intent to minimize payroll deductions, by restoring, to the extent that such donated sick leave or qualified service permits, the affected bargaining unit member’s salary.
12.12.4.6 The District and COSTA shall establish procedures regarding the banking of unused donated sick leave. Once finalized, these procedures shall become a part of this collective bargaining agreement.

12.12.4.7 A bargaining unit member who receives donated leave credit and/or qualified service pursuant to this section shall use any leave credits that s/he continues to accrue on a yearly basis prior to receiving paid leave pursuant to this catastrophic provision.
ARTICLE XIII
Retirement

13.1 All school employees will retire as prescribed by state law.

13.2 **Willie Brown Act: Reduced Workload**
The State Teachers Retirement System (STRS) provides that faculty members may, under specified conditions, accrue full-time retirement benefits while teaching part-time. Under such an arrangement both the District and the faculty member will make contributions to the State Teachers Retirement System at the rates required to accrue full retirement benefits for the faculty member working part-time. Any faculty member considering this provision will consult jointly with the Superintendent/President and an Association representative prior to electing this option. The Board will be informed of any faculty member who elects to participate in the program.

13.2.1 Faculty members may apply to earn full–credited service for part–time teaching with the following provisions:

13.2.1.1 They must be at least 55 years old.

13.2.1.2 They must have taught in California public schools for at least ten (10) years.

13.2.1.3 They must have been employed on a full–time basis during the preceding five (5) years.

13.2.1.4 They must teach at least half time while the arrangement is in effect.

13.2.2 The arrangement may continue for a period not to exceed ten (10) years.

Note: Current Ed Code §22713, b5, 87483, b, and other applicable sections.

13.2.3 Requests to participate in this arrangement must be submitted to the office of the Superintendent/President no later than January 1 of the academic year preceding that in which part time service is to begin. Requests will be evaluated on the basis of the following criteria:

13.2.3.1 It must be feasible to meet the College’s educational goals with part time rather than full time employees.

13.2.3.2 Current enrollment trends and their effects on staffing needs in subjects taught by the applicants must be considered.
13.2.3.3 There must be qualified instructors available to augment the faculty if needed as the result of a change from full-time to part-time status.
ARTICLE XIV

Travel

14.1 School trips which have received prior Administration sanction will be approved if proper supervision and liability protection are provided. Supervision and liability protection are to be cleared with the County Counsel and the insurance carrier. When private cars are used in transporting participants in school activities, the drivers must have proper liability insurance and must possess a valid California driver’s license.

14.2 The following procedure will be used to secure administrative approval for transportation:

14.2.1 Check on the availability of vehicles with the appropriate administrator.

14.2.2 Submit transportation requests in triplicate (form available in main office) two weeks in advance of date needed.

14.3 Included in the school transportation policy are the following provisions:

14.3.1 The use of three vehicles on special occasions can be effected only by special arrangements with the appropriate administrator.

14.3.2 The appropriate administrator may cancel bus reservations for extracurricular and/or athletic use in the last minute if passengers do not exceed twenty-five (25).

14.3.3 Long–distance field trips requiring the use of a bus by a specific group will be limited to one per semester.

14.4 Approval of travel expenses is limited to trips which will not require absence from the campus of more than three (3) school days. Expenses will be authorized for the following:

14.4.1 To transact business of the District;

14.4.2 To attend educational and professional meetings; and

14.4.3 To attend meetings related to legislative matters important to the college.
ARTICLE XV
Conferences, Conventions and Functions

15.1 Each contract faculty member will be eligible to attend two (2) academic conferences per year. Conference limits, guidelines and application criteria will be uniformly and jointly determined by division chairs.

The District will budget $40,000 annually for conference attendance by faculty. Any conference monies remaining at the end of the academic year will be added to the conference money of the following year’s budget for an 85% / 15% distribution. The cumulative total of such account will not exceed $50,000 in any one year. Eighty–five percent (85%) of the conference account will be distributed to divisions based on the number of regular full–time contract faculty. Fifteen percent (15%) of the conference account will be available, at large, to faculty members for conference attendance. Said monies will be available to a faculty member as per the provisions established jointly and uniformly by division chairs.

15.2 The Association will be allowed release time of up to ten (10) days per year, without loss of pay, for members to attend organizational conferences, conventions, workshops or activities. The District upon written request, shall be reimbursed by the local organization, CTA or NEA, the cost of any substitute hired for any absence beyond the ten (10) days of this subsection. The District may deny any absence beyond the ten (10) days of this subsection if such absence can be shown to interfere with the normal quality of instruction provided. Such denial shall be in the form of written notification to the appropriate faculty member and shall state how such absence would interfere with the normal quality of instruction provided.

15.3 The classes of a faculty member absent under the provisions of this Article will be covered by other faculty members if possible; otherwise, a substitute will be hired.

15.4 No expenses will be paid by the District to a faculty member who attends a meeting and receives a college credit for advancement on the salary schedule.

15.5 Expense vouchers will be submitted, with receipts for all expenditures, as soon as possible after returning to the campus. In order for a faculty member to be reimbursed, these vouchers will be submitted to the Business Office within sixty (60) days of incurring such expense. Any person requesting reimbursement for mileage when students have been transported must state on the trip voucher the name of his/her insurance policy or the voucher cannot be honored.

15.6 Reimbursement for use of private vehicles will be consistent with the amount allowed by IRS regulations, and will not be charged against the conference allocation.
15.7 Faculty will be reimbursed for the use of public conveyances or rental vehicles, when authorized in advance by the Superintendent/President or appropriate Vice President. As pertains to this subsection, such reimbursement will be charged against the conference allocation.

15.8 Should the District require a club advisor’s attendance at a conference, convention or function with students, reasonable reimbursement of costs will be made in accordance with the following:

15.8.1 Attendance must be required by the Superintendent/President;

15.8.2 The student group must seek to raise monies to cover costs prior to utilization of funds available under this Article;

15.8.3 The student advisor will process/obtain required attendance prior to involvement of student group in sponsored activity;

15.8.4 Reasonable reimbursement costs will be determined by the Superintendent/President’s designee and such costs will not be charged against the conference allocation.
ARTICLE XVI

Use of College Buildings, Grounds and Equipment

16.1 District buildings, grounds, and equipment are provided primarily for instructional purposes. Non-instructional use will be authorized only when it does not interfere with instructional use. Priority for use of district facilities will be as follows:

(1) for college instructional use of admissions testing,
(2) for other college activities, and
(3) for non-district or non-college use as authorized.
ARTICLE XVII

Grievance Procedures

17.1 Definitions

17.1.1 A “grievance” is a claim by a grievant that there has been a violation, misapplication, or misinterpretation of any of the provisions of this Agreement or of any law, Board policy or regulation.

17.1.2 A Grievant is the person or persons, including the Association or representatives thereof, making the claim.

17.1.3 A “party of interest” is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

17.1.4 A day is a calendar day unless specified otherwise. The time specified for processing a grievance may be suspended by mutual agreement for any period during which the bargaining unit member is not scheduled to perform work for the College. Agreement shall not be unreasonably withheld.

17.2 Purpose

17.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of faculty members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

17.2.2 Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

17.2.3 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

17.2.4 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this Grievance Procedure by the end of the academic year and, if left unresolved until the beginning of the
following academic year, could result in harm to the grievant, the time
may be completed prior to the end of the academic year, or as soon
thereafter as may be agreeable to the Grievant, or the Association if it
represents the Grievant, and the District.

17.3 Procedure

17.3.1 Level One:
A grievant will first discuss the grievance with his/her immediate
supervisor, either directly or through the Association’s Grievance
Committee, with the objective of resolving the matter informally. Such
discussion will take place within thirty (30) calendar days from the
time the grievant knew or should have known of the event or condition
which gave rise to the complaint.

17.3.2 Level Two:
If the grievant is not satisfied with the disposition of the grievance at
Level One, and upon consultation with the Grievance Committee, the
faculty member may file the grievance in writing simultaneously with
the Grievance Committee and the appropriate Vice-President to which
the grievant is assigned within ten (10) days following the informal
discussion provided at Level One.

Within ten (10) days after receipt of the written grievance by the
appropriate Vice-President, s/he will meet with the grievant and a
representative of the Grievance Committee in an effort to resolve the
grievance. The decision, including stated reasons for said decision of
the Vice-President, shall be presented to the grievant in writing within
seven (7) days following the meeting at Level Two.

17.3.3 Level Three:
If the grievant is not satisfied with the disposition of such grievance at
Level Two, or if no written decision has been rendered within seven
(7) days following the Level Two meeting, such grievance may be
appealed to the Superintendent/President or carried to Level Four. If
appealed to the Superintendent/President of the College of the
Sequoias, the Superintendent/President or his or her designee shall
meet with the grievant within ten (10) days in an effort to resolve the
grievance. The Superintendent/President or designee shall deliver the
written decision to the grievant within ten (10) days after such
meeting. If a decision is made and delivered by the designee rather
than the Superintendent/President, and if such decision is acceptable to
the grievant and Association, such decision will be binding.

17.3.4 Level Four:
The Association, by written notice to the Superintendent/President
within fifteen (15) days after receipt of the request from the grievant,
may submit the grievance to binding arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after the arbitrator has had an opportunity to hear the merits of the grievance.

17.3.5 The Association may initiate a grievance which affects faculty in more than one division or department at Level Two.

17.3.6 Submission to arbitration shall be made to the State Mediation and Conciliation Service in the selection of an arbitrator and the arbitrator shall proceed under the voluntary labor arbitration rules of that association.

17.3.7 The arbitrator’s decision will be in writing and will set forth all findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award financial reimbursement or other remedies judged to be proper. The decision of the arbitrator will be submitted to the Board, the Superintendent/President, and the Association; it will be final and binding upon the parties to this Agreement.

17.3.8 All costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association or the District and the grievant if the grievant is not a member of the Association.

17.4 Rights of Faculty Members to Representation

17.4.1 No reprisals of any kind will be initiated or carried out by the District or its representatives against any grievant, any party of interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

17.4.2 A grievant may exercise self representation at any or all stages of the Grievance Procedure or, optionally, by a representative selected by the Association. If a grievant chooses self representation, the Association shall have the right to be present and/or state its views in writing, at any stage of the grievance procedure.

17.5 Miscellaneous

17.5.1 If a grievance arises from action or inaction by the Board, or on the part of a member of the Administration, the grievant may initiate such grievance at level two.
17.5.2 Failure by the District to respond within the specified time line at any level shall permit the grievant to proceed to the next level. Failure to appeal a decision at any given level within the specified time line finalizes the decision at that level. Time limits for appeal provided in each level shall begin the day following receipt of a written decision by the parties in interest.

17.5.3 When it becomes necessary to attend a grievance meeting, hearing or proceeding during the work day, the grievant and Association representative, upon giving notice to the appropriate division chair, shall be granted release time, without loss of pay, to permit participation in such foregoing activities.

17.5.4 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

17.5.5 Forms for filing a grievance, serving notices, taking appeals, making reports and recommendations, and other documents will be prepared jointly by the Superintendent/President or his designee, and the Grievance Committee and given appropriate distribution by the Association to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne equally by the Association and the District.
ARTICLE XVIII

Evaluation

18.1 The principle purposes of the evaluation process are to (1) recognize, memorialize, and acknowledge good performance of the faculty of the College of the Sequoias (2) to support faculty with expertise, resources, and a supervision experience that will enhance the existing performance of all professional staff, and aid faculty members who are performing satisfactorily to achieve their own professional growth goals, (3) to identify a faculty member’s unsatisfactory performance, (4) to assist those faculty members in obtaining the necessary skills and knowledge in order to make improvements in their area of deficiency, and (5) to document performance of faculty as per the provisions of California Education Codes §87660–87664.

Both parties recognize that professional growth is an integral part of performing assigned duties effectively.

18.2 The evaluation procedure should demonstrate a joint and cooperative exercise of responsibility by the faculty, administration, and governing board of the District in the assessment of faculty performance. The procedure should reflect faculty and administrative expertise in the evaluation of professional work so as to encourage and foster the performing of professional responsibilities in an exemplary manner.

The faculty evaluation process will involve the assessment of performance of faculty (depending on duty assignment) in the following areas.

18.2.1 Teaching methods, materials, and effectiveness

Teaching methods are those non–discipline specific skills employed by a faculty member in order to assist students in attaining the learning goals of the course.

18.2.2 Non–classroom methods, materials, and effectiveness

Non–classroom methods are those techniques employed by a faculty member in order to assist students in attaining their educational goals.

18.2.3 Professional responsibility

Professional responsibility refers to the fulfillment of the those obligations, which, although may not relate directly to a faculty member’s duty assignment, contribute to the general academic environment of the campus community. All professional responsibilities shall be consistent with the Master Agreement, and may include the following.
(a) Maintaining and posting office hours

(b) Meeting scheduled classes, placing textbook orders, and submitting grade reports within deadline dates

(c) Non–classroom faculty will submit duty days; be knowledgeable of current articulation agreements, transfer requirements, and certificate programs; and will keep appropriate records.

18.3 The evaluation of instruction should focus upon whether the instructor is delivering to students what is stipulated in the course outline of record as well as the current course syllabus for each course taught; or for counselors, a student educational plan (SEP). Individual instructors should set course goals and objectives which comply with the course outline of which the District has approved through the curriculum approval process. The success of the instructor should be judged in part in terms of how well the instructor has met specific goals and objectives.

18.4 All personnel who participate in the evaluation process should be familiar with the appropriate goals and objectives of the assigned duties. To the extent possible, administrator participating in that evaluation process shall ensure such training shall take place as appropriate.

18.5 Summary of the Procedure

18.5.1 A faculty member who is to be evaluated shall be notified of this in writing by the appropriate Vice President, no later than September 15 of the academic year in which s/he is to be evaluated. A suggested design may be provided by the appropriate Vice President in order to facilitate the evaluation plan outlined in this Article.

18.5.2 Upon notification of evaluation, the faculty member will form an evaluation committee comprised of two or more faculty members and the appropriate Vice President or the designee to assist in preparing the evaluation. No member of the evaluation committee may be related to the faculty member being evaluated. Committee members are required to make written comments on the permanent record page of the evaluation.

18.5.3 The appropriate Vice President will either inform the faculty member that the committee has been approved or ask the faculty member to modify the committee membership. If a request to modify is made, reasons and justification for this modification shall be in writing, and will be given to the affected faculty member in a timely manner.

18.5.4 The faculty member designs the evaluation plan in compliance with Article 18.1, and will include a list of assigned duties or classes during the evaluation period, course syllabus(i), and the student evaluation.
Faculty are also encouraged to list those additional activities which they feel have served to enhanced the college community.

18.5.5 The design of the evaluation plan will include peer visitation(s) by the administrator on the evaluation committee, and one or more of the faculty members. The time and duration of each visitation shall be at the discretion of the faculty member being evaluated.

18.5.6 The distribution, administration of, collection of, and tabulation of results of the student questionnaire shall be done by the administrator on the evaluation committee. The scheduling of the distribution this student questionnaire shall be with the concurrence of the faculty member being evaluated so as not to disrupt scheduled duties. The data collected will be returned to the evaluation committee members for final comments and signatures.

18.5.7 The data collected will be returned to evaluation committee members for comments and signatures. Committee members and division chairperson will make comments on the permanent record page.

18.5.8 Each member of the evaluation committee will make a peer visitation of a contract (non–tenured) faculty member. Written reports of observations of each visitation shall be made and added to the self-evaluation report of the faculty member. Visitations by the administrator on the evaluation committee shall last the entire class period, or student session.

18.5.9 The appropriate Vice President or designee shall comment in writing, within a reasonable period of time after receiving the self-evaluation report, to the faculty member concerning the evaluation.

18.5.10 The evaluation signature page will be placed in the faculty member’s personnel file.
ARTICLE XIX
Tenure

19.1 Definitions
19.1.1 A contract employee is a probationary employee.
19.1.2 A regular or tenured employee is a permanent employee.

19.2 Procedure
19.2.1 The procedure leading to tenured status will be that described in accordance with Education Code Sections 87608, 87608.5 and 87609 as follows:

19.2.2 The first contract period shall be for one year, at the end of which the options of the District are either to:
   a. Not enter into a contract for the following academic year, or
   b. Enter into a contract for the following academic year.

19.2.3 If a contract employee is working under his/her second contract period, which is for one year, the options of the District are:
   a. Not enter into a contract for the following academic year, or
   b. Enter into a contract for the following two academic years.

19.2.4 If a contract employee is working under his/her third contract period, which is for two years (years 3 and 4), the options of the District are:
   a. Employ the probationary employee as a tenured employee for all subsequent years, or
   b. Not employ the probationary employee as a tenured employee.

19.2.5 The District shall give written notice of its decision under Sections 87608 and 87608.5 of the Education Code and give reasons therefore to the employee on or before March 15 of the academic year covered by the existing contract. The notice to the employee shall be by registered or certified mail to the most recent address on file with the District Human Resource Services Office. Failure to give the notice as required to a contract employee under his/her first or second contract shall be deemed an extension of the existing contract without change for the following academic year.

19.2.6 The District shall give written notice of its decision under Section 87609 of the Education Code and the reasons therefore to the
employee on or before March 15 of the last academic year covered by the existing contract. The notice to the employee shall be by registered or certified mail to the most recent address on file with the District Human Resource Services Office. Failure to give the notice as required to a contract employee under his/her third consecutive contract shall be deemed a decision to employ him or her as a regular employee for all subsequent academic years.

19.2.7 At any point in the four-year probationary period described in Education Code Sections 87608, 87608.5 and 87609 leading to tenured employee status there are:

a. Allegations that the District, in a decision to grant tenure, made a negative decision that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied any of the policies or procedures concerning the evaluation of a probationary employee shall be classified and procedurally addressed as a grievance.

b. Allegations that the District in a decision to reappoint a probationary employee violated, misinterpreted, or misapplied any of the policies or procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as a grievance.
ARTICLE XX

Faculty Service Areas and Competency Criteria

20.1 Definition and Purpose of Faculty Service Areas

20.1.1 A faculty service areas (FSA) is a service or instructional subject area or group of related services or instructional areas performed by faculty.

20.1.2 The function of faculty service areas is to provide a rational and workable framework within which district seniority and bumping rights can be exercised by faculty when a reduction-in-force, or layoff, is being effected.

20.2 Order of a Reduction–in–Force

20.2.1 No permanent or probationary faculty member can be laid off while any employee with less seniority at the College of the Sequoias is retained to render a service in a faculty service area in which the records of the District reflect that the senior employee is both qualified and competent to perform.

20.2.2 Within a faculty service area, a faculty member cannot exercise bumping rights into a discipline in which s/he is not qualified and competent.

20.3 The College of the Sequoias Faculty Service Areas

20.3.1 Faculty service areas of the College of the Sequoias are summarized in Appendix D of this Master Agreement. Disciplines associated with each faculty service area are indicated in either Appendix D or the list of disciplines approved by the California Community Colleges Chancellor’s Office [http://www.cccco.edu/divisions/esed/aa_ir/psmq/min_qual.htm]. The District and the Association agree to negotiate the placement of a discipline approved by the CCCCO but not included in an FSA that is listed in Appendix D.

20.3.2 The Association reserves the right to negotiate the placement of any discipline not included in a faculty service area.

20.3.3 Reassignment of a course to another discipline by the curriculum committee must have the consent of the Association and the Faculty Senate.
20.4 **Competency Criteria**

20.4.1 A faculty member will be deemed competent in:

1) All disciplines for which s/he is qualified to teach under a credential which has been grandparented under the provisions of AB 1725 and in which s/he has previously taught at an accredited post-secondary institution or,

2) All disciplines for which s/he meets the minimum qualifications under the disciplines list adopted by the California Community College Board of Governors.

20.4.2 Competency in a discipline of the interdisciplinary faculty service area will be restricted only to the courses of that discipline of the interdisciplinary faculty service area. That is to say, a nursing instructor teaching a sociology course in the interdisciplinary faculty service area would be deemed competent in that particular sociology course, but not deemed competent in the discipline of sociology in the social science faculty service area.

20.5 **Attaining Faculty Service Areas**

20.5.1 The District will, at the time of initial employment, assign newly hired faculty to one or more faculty service areas. Such assignment of faculty service areas shall be in writing and based on minimum qualifications and competency criteria.

20.5.2 By June 30, 2002 the District will assign each faculty member one or more faculty service areas and notify each faculty member, in writing, of his or her FSA assignment. Such assignments will be based on minimum qualifications, grandparenting provisions of AB 1725 and competency criteria. A faculty member who disagrees with such assignment or lack thereof has the option of resolving such disagreement by way of the grievance procedure.

20.5.3 A faculty member has the option of adding faculty service areas. Such option can be exercised whenever such member meets the minimum qualifications and competency standards for the additional faculty service area. To exercise this option, a faculty member must request in writing and stating the reasons they qualify for the additional faculty service area to the Human Resource Services Office, that the District amend its records reflecting the added faculty service area.

Once the Human Resource Services Office has verified that the faculty member has satisfied all requirements, the Human Resource Services Office will notify the faculty member in writing that an additional faculty service area has been attained.
20.5.4 In order to affect a layoff which may require the use of faculty service areas, the District must have assigned faculty service areas and notified the affected faculty member on or before February 15 of the same academic year of the layoff.

20.5.5 Any faculty service area to be utilized by faculty member in a layoff situation must be on record in the Human Resource Services Office on or before February 15 of the same academic year of the layoff.

20.5.6 A faculty member has the right to take a denial to grant an additional faculty service area by the District through the grievance procedure.

20.5.7 Once attained, a faculty service area, unless attained through fraud or error, cannot be taken away from a faculty member.
ARTICLE XXI
Faculty Retraining Program

21.1 If it becomes necessary to terminate a program in which a tenured faculty member is working, the District will implement a Displaced Faculty Training Program as follows:

21.1.1 Notification:
Pursuant to the Ed Code no later than March 15 of any academic year, the District shall provide notification to affected employees and the Association of programs which are to be eliminated or reduced in the next academic year and which necessitate the layoff of tenured faculty. By the same date, the District shall provide notice of the availability of the faculty retraining program to any tenured faculty member who receives a layoff notice, regardless of whether or not the affected faculty member will be approved for or entitled to participate in the retraining program. On or before same date of any academic year, the district shall provide to COSTA a list of all disciplines not subject to the Displaced Faculty Training Program.

21.1.1.1 Affected faculty shall have the options of:
1) Proceeding with layoff actions prescribed by the California Educational Code, or
2) Retiring under STRS regulations, or
3) Submitting application to participate in the Displaced Faculty Retraining Program.

21.1.1.2 The appropriate Vice President shall receive applications to participate in the Displaced Faculty Retraining Program. The appropriate Vice President and the Senate President or designee shall evaluate applications based upon the education, background, and experience of the applicant. A determination shall be made that the individual’s retraining program for a new discipline can be completed within a twelve (12) month period. The potential training must also meet the District’s instructional needs.

21.2 Procedure:
The appropriate Vice President or designee shall meet with the applicant to further assess the feasibility of training the applicant for a new discipline. The appropriate Vice President and the applicant will jointly develop a tentative plan for retraining.
which will be submitted to the Equivalency Committee of the Senate. Should agreement, throughout this process, not be reached on a tentative plan, the Superintendent/President, or designee, shall mediate. The decision from this mediation shall be binding.

21.2.1 The appropriate Vice President, or designee, and the applicant shall meet with the Equivalency Committee to review the tentative plan. The Equivalency Committee shall determine what proposed action will qualify the applicant to teach in the new discipline. The resulting document, jointly approved by the Equivalency Committee and the appropriate Vice President shall serve as the contractual agreement for qualifying the faculty member. The agreement will stipulate three evaluations for the affected faculty member upon return to academic responsibilities: one each semester of the first year, and one annual during the second year of assignment in the new discipline.

21.2.2 The applicant must successfully fulfill the requirements of the Retraining Agreement in order to retain employment with the District.

21.2.3 The applicant will provide periodic reports to the appropriate Vice President, or designee, during the retraining period. The reports will include progress and problems which could impact completion.

21.2.4 Should special circumstances preclude the applicant from completion of the retraining agreement within the prescribed period of time, a petition may be filed with the appropriate Vice President for a one–semester extension. The appropriate Vice President and Senate President will jointly determine approval of such extension. If approved, the extension will be considered leave without pay.

21.3 **Conditions:**
The District’s obligation to participate in the Displaced Faculty Training Program shall be limited to full salary and benefits during participation, less the cost of the District’s purchase of a Sabbatical Leave Bond as referenced below.

21.3.1 Employee benefits provided under this provision shall meet the District’s obligation of Article 10.5 if the retraining agreement is not successfully completed.

21.3.2 Upon successful completion of the Displaced Faculty Training Program, participants are required to provide three years of full–time faculty service to the District. Upon commencement of the approved training program, a bond shall be posted on behalf of the affected faculty member. Such bond will ensure reimbursement of District salary and benefits if the three–years service obligation is not fulfilled.

21.3.3 The number of sabbatical leaves available to faculty under Article 12.5 shall be reduced by the number of faculty participating in the Displaced Faculty Training Program.
ARTICLE XXII
Harassment Complaint Procedures
AP 4115

22.1 The Association agrees that the District has the right to establish and to amend from time to time policies pertaining to and prohibiting harassment. Procedures for investigating and processing harassment complaints are negotiable.

Reference: Education Code sections 2.2.1, 66252, 66282.5;
Government Code sections 12900 – 12996;
Labor Code sections 1101, 11021;
California Code of Regulations, Title 5, Section 59320
42 U.S.C. sections 2000d, 2000e et.seq. (Title VI, VII)
42 U.S.C. section 2000h – 2 (Title IX)
Title 5, section 59320, et. seq.

22.2 Purpose
College of the Sequoias is committed to providing an academic and work environment free of unlawful harassment. This procedure defines sexual harassment and other forms of harassment on campus, and sets forth a procedure for the investigation and resolution of complaints of harassment by or against any staff or faculty member or student within the College.

22.3 Definition of Sexual Harassment

22.3.1 Definition
Sexual harassment is defined as unwelcome acts of a sexual nature including sexual advances, requests for sexual favors and/or other verbal or physical conduct including written communications of an intimidating, hostile or offensive nature, or action taken in retaliation for the reporting of such behavior when:

22.3.1.1 Submission to such conduct, either explicitly or implicitly, is made a term or condition of an individual’s employment, academic status or progress; or

22.3.1.2 Submission to or rejection of such conduct by an individual is used as the basis for employment, promotion, transfer, selection for training, performance or academic evaluation decisions; or
22.3.1.3 Such conduct has the purpose or effect of creating an intimidating, hostile or offensive working or educational environment or substantially interferes with an employee’s work performance or a student’s academic performance; or

22.3.1.4 Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available through the College.

22.3.2 Kinds of Sexual Harassment
The definition of sexual harassment encompasses two kinds of sexual harassment.

22.3.2.1 “Quid pro quo” sexual harassment occurs when a person in a position of authority makes education or employment benefits conditional upon an individual’s willingness to engage in or tolerate unwanted sexual conduct.

22.3.2.2 “Hostile environment” sexual harassment occurs when unwelcome conduct based on sex is sufficiently severe or pervasive so as to alter the conditions of an individual’s learning or work environment, unreasonably interferes with an individual’s academic or work performance, or creates an intimidating, hostile, or abusive learning or work environment. The victim must subjectively perceive the environment as hostile, and the harassment must be such that a reasonable person of the same gender would perceive the environment as hostile.

22.4 Examples of Sexual Harassment
Sexual harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit or even specifically directed at the victim. Sexually harassing conduct can occur between people of the same or different genders. The standard for determining whether conduct constitutes sexual harassment is whether a reasonable person of the same gender as the victim would perceive the conduct as harassment based on sex.

22.4.1 Verbal Sexual Harassment
Verbal sexual harassment may include, but is not limited to:

a. Inappropriate or offensive remarks, slurs, jokes or innuendoes based on a person’s protected status;

b. Inappropriate comments regarding an individual’s body, physical appearance, attire, sexual prowess, marital status or sexual orientation;
c. Unwelcome flirting or propositions;
d. Demands for sexual favors;
e. Verbal abuse, threats or intimidation of a sexual nature;
f. Sexist, patronizing or ridiculing statements that convey derogatory attitudes about a particular gender or sexual orientation.

22.4.2 Physical Sexual Harassment
Physical sexual harassment may include, but is not limited to:

a. Inappropriate or offensive touching;
b. Sexual assault, or coerced sexual intercourse or other sexual acts;
c. Physical interference with free movement or blocking another person;
d. Kissing, patting, fondling, lingering or intimate touches, grabbing, pinching, leering suggestively, unnecessarily brushing against another person;
e. Sexual gestures;
f. Acting in a provocative manner.

22.4.3 Visual or Written Sexual Harassment
Visual or written sexual harassment may include, but is not limited to:

a. The display or circulation of offensive, sexually oriented or other discriminatory visual or written materials;
b. Posters, cartoons, drawings, graffiti, or other reading materials of a sexual nature;
c. Computer graphics or electronic media transmissions of a sexual nature.

22.4.4 Environmental Sexual Harassment
An academic or work environment that is permeated with sexually oriented talk, innuendo, insults or abuse not relevant to the subject matter of the class or activities on the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements in the classroom or work place. An environment may be hostile if unwelcome sexual behavior or other harassing behavior based on a protected status is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings.
The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual’s learning or work.

22.4.5 **Relationships**

Romantic or sexual relationships between supervisors and employees, or between administrators, faculty or staff members and students are discouraged. There is an inherent imbalance of power and potential exploitation in such relationships. A conflict of interest may arise if the administrator, faculty or staff member must evaluate the student’s or employee’s work or make decisions affecting the employee or student. The relationship may create an appearance of impropriety and lead to charges of favoritism by other students or employees. A consensual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. By definition, sexual harassment is not within the course and scope of an individual’s employment with the College.

22.4.6 **Academic Freedom with Respect to Sexually Explicit Materials**

A faculty member may use sexually explicit materials or literature in the classroom as a teaching technique to achieve educational objectives or to stimulate dialogue. The faculty member shall state in the course syllabus that such material will be used and the syllabus shall contain a notice to students that they may be excused during the presentation of such materials without consequence to their grade. The faculty member shall also be required to give a copy of the syllabus to the appropriate area dean in addition to the two copies given to the division chair.

To the extent the sexual harassment policy and administrative procedures are in conflict with the College’s policy on academic freedom, the sexual harassment policy and procedures shall prevail. Any dispute arising from such conflict shall be resolved by a committee approved by the Superintendent / President. At least 50 percent of this committee shall be comprised of faculty appointed by the Senate.

22.5 **Complaint Procedure for Investigation and Resolution of Claims of Harassment**

22.5.1 **Filing a Complaint**

22.5.1.1 **Complaint Form**

A complaint may be filed directly with the Chancellor’s Office using the Chancellor’s Office complaint form
(Appendix J). Where a complaint is initially filed with the Chancellor’s Office, Title 5 §59329 requires the Chancellor to immediately forward a copy of the complaint to the College for investigation and response.

22.5.1.2 College Complaint Officer

The College will designate an administrator of each gender to act as the College Complaint Officer. Each College Complaint Officer shall be given training, which is current in the proper methods of receiving, investigating, and processing harassment complaints. The Complaint Officer is charged with receiving complaints of sexual or other forms of prohibited harassment, and coordinating the investigation. The accused shall have the right to select which College Complaint Officer oversees the harassment investigation; however, if the complainant prefers the other College Complaint Officer, the two Officers will coordinate with one another on the investigation.

The Complaint Officer may assign the actual investigation to other staff or to an outside person or organization under contract with the College after written notice has been given to the accused and the Association. An outside investigating organization shall be utilized whenever the Complaint Officer is named in the complaint or implicated by the allegations of the complaint.

22.5.1.3 Written Complaint

A student, staff or faculty member who believes he or she has been sexually harassed or harassed based on any other protected status, may make a written or oral complaint to the College Complaint Officer within one year of the date of the alleged harassment, or the date on which the complainant knew or should have known of the facts underlying the complaint.

If the complainant fails or refuses to file a written complaint, the College Complaint Officer shall ask the complainant for permission to tape record his/her statement and if permission is not granted, the College Complaint Officer shall make a written record of the complainant’s statement and shall give the complainant an opportunity to sign the statement. Any written record of the complainant's statement shall be in the form of a report and shall be free of subjective interpretation. All complainants must be made
aware that failure to reduce a complaint to writing may be a factor when determining his/her credibility or the severity of his/her complaint in an administrative or judicial hearing. The College shall have no obligation to notify the Chancellor’s Office of complaints that have not been placed in writing and signed by the complainant.

Any College employee who receives a harassment complaint shall notify the College Complaint Officer immediately.

22.5.2 Notice to Complainant
The College Complaint Officer shall advise the complainant that he or she need not participate in an informal resolution of the complaint, and that he or she may file a complaint with the Office of Civil Rights of the U. S. Department of Education, the Equal Employment Opportunity Commission or the Department of Fair Employment and Housing. The Complaint Officer shall also notify the Chancellor of the California Community Colleges of the complaint according to the provisions of Ed. Code.

22.5.3 Notice to Accused
The College Complaint Officer will give prompt notice to the person accused of harassment regarding the identity of the complainant, the date, time and place of the alleged incident of harassment, and the nature of the alleged misconduct.

22.5.4 Investigation Process
22.5.4.1 Witness Interviews
The College Complaint Officer shall authorize the investigation of the complaint, and supervise and/or conduct a thorough, prompt and impartial investigation of the complaint.

Prior to commencing any investigation and before interviewing the accused, the Complaint Officer shall notify an accused employee by telephone that a harassment complaint has been lodged against him/her and that s/he is entitled to union representation at any and all meetings with the Complaint Officer or designee, and without divulging names and/or the specifics of the matters in issue, the Complaint Officer shall also immediately notify the President or designee of the employee’s union by telephone to alert the union that the employee may need assistance
with regard to a harassment complaint. Within one (1) working day of notice to the accused employee and his/her respective union, or as soon thereafter as possible, the Complaint Officer shall re–contact the accused employee to set a date and time to meet with the accused employee. The College Complaint Officer shall meet with the accused before interviewing any witnesses. At this meeting, the accused shall have the right of Association representation as provided in this section.

The investigation will include interviews with the complainant, persons who may have relevant knowledge concerning the complaint and the accused harasser. The accused and the complainant may recommend witnesses to be interviewed. The process may include interviews with victims of similar conduct.

22.5.4.2 Analysis of Information Gathered
The Complaint Officer will review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment giving consideration to all factual information and the totality of the circumstances, including the nature of the conduct and the context in which the alleged incidents occurred.

22.5.4.3 Written Report
The Complaint Officer will prepare a written report that sets forth the results of the investigation. The written report shall include a description of the circumstances giving rise to the complaint, a summary of the testimony of each witness, an analysis of any relevant data or other evidence collected during the investigation, a specific finding as to whether harassment did or did not occur with response to each allegation in the complaint, and any other appropriate information.

22.5.4.4 Notice to Complainant and Accused
Within ninety (90) days from the date the College received the written complaint or reduced the complainant’s verbal allegations to writing, the Complaint Officer will provide the complainant and the accused with a summary statement of the findings. The summary statement will also include the determination of the Complaint Officer as to whether harassment did or did not occur with respect to the
allegations in the complaint, the proposed resolution to the complaint, a statement regarding action taken, if any, and notice of the complainant’s right to appeal to the College’s Board of Trustees and the State Chancellor’s Office.

22.5.5 **Appeal Process**

22.5.5.1 **Board of Trustees**
If the complainant is not satisfied with the result of the Complaint Officer’s determination, s/he may within fifteen days, submit a written appeal to the Board of Trustees.

The Board of Trustees shall review the original complaint, the investigative report, the Complaint Officer’s decision and the appeal documents. The Board shall issue a written decision within forty–five (45) days after receiving the written appeal. A copy of the decision rendered by the Board shall be forwarded to the complainant and to the State Chancellor’s Office. The decision shall also include notice to the complainant of the right to appeal.

22.5.5.2 **Notice to the Chancellor’s Office**
Within 150 days of receiving a written complaint, the College shall forward to the State Chancellor’s Office the complaint, investigative report, notice to the complainant and accused of the final decision of the Complaint Officer, the decision of the Board of Trustees or the date upon which the decision of the Complaint Officer became final, and a copy of the notice to the complainant of his or her appeal rights. If, due to circumstances beyond its control, the College is unable to comply with the 150–day deadline for submission of materials, the College may file a written request with the Chancellor’s Office, within ten (10) days of the deadline, for an extension of time to submit the documents. As set forth in Section 22.5.1.2, the College has no obligation to notify the Chancellor’s Office of complaints that have not been placed in writing and signed by the complainant.

22.5.5.3 **Appeal to State Chancellor’s Office**
The complainant may file a written appeal with the State Chancellor’s Office within thirty (30) days of the Board of Trustee’s decision or the date the Complaint Officer’s decision is deemed approved. The appeal to the Chancellor’s Office shall be processed pursuant to the provisions of the California Code of Regulations, Title 5, Section 59350.
22.5.6 Remedial Action

22.5.6.1 Conclusions
If the College concludes that the charge of harassment is meritorious, it will provide timely notification to the accused of any corrective action proposed by the College.

22.5.6.2 Discipline
If harassment occurred, the College shall take disciplinary and/or remedial action against the harasser. The action will be prompt and commensurate with the severity of the offense. If discipline is imposed, the nature of the disciplinary action will not be communicated to the complainant.

Disciplinary actions against faculty, staff and students will conform to all relevant statutes, regulations, personnel policies and procedures, including the provisions of any applicable collective bargaining agreement.

22.5.6.3 Right to Grieve
A faculty member accused of harassment shall have the right to file a grievance in accordance with Article XVII “Grievance Procedures” regarding violations of or misapplications of interpretations of this procedure. Mediation shall be mandatory for grievances filed under “Harassment Complaint Procedures” if requested by either the College or the Association prior to selecting an arbitrator to hear the grievance. The parties agree to use the State Mediation and Conciliation Service to mediate the dispute. The mediation will be conducted as confidential settlement negotiations such that if the parties fail to reach agreement none of the information or proposals exchanged in the mediation may be used in any subsequent arbitration hearing.

22.5.6.4 Confidentiality and Prohibition of Retaliation
The College shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties. The College shall also take reasonable steps to protect the complainant from further harassment and to protect the complainant from retaliation as a result of filing the complaint. The College shall take reasonable actions to ensure that neither the accused person nor the accuser, nor his/her representative, shall engage in
any retaliation or intimidation toward each other or the witnesses. The College shall make every effort and take all necessary steps in order to protect personnel from the consequences of false accusations relating to sexual harassment.

22.5.7 Dissemination of Policy and Procedures
The College’s policy and procedures related to harassment will be provided to all students, faculty members, administration and staff, and will be posted in each department office on campus.

At the time of initial hire, employees will be supplied with a copy of the current harassment policy and harassment complaint procedure of the District; and they will sign a statement (Appendix I) acknowledging that they have received the policy and procedures. The signed statement will be placed in the employee’s personnel file. In addition, the most current policy and procedures will be incorporated into the College’s General Catalog and orientation materials for new students.

22.5.8 Training
Training of faculty and staff should be conducted annually emphasizing the prohibition of harassment in the classroom and work environment and should include a review of the Board Policy 4115, Prohibition of Harassment and the Harassment Complaint Procedures as outlined in Article XXII.
ARTICLE XXIII
Professional Responsibilities

23.1 Census Dates
The District will publish the semester census dates in each Schedule of Classes publication and the Academic Calendar. The dates will be clearly visible to readers. The Office of Academic Services will notify and remind faculty in a timely manner of any and all census dates.

23.2 Absence Report
A Report of Absence Form is to be submitted to the District if a faculty member is absent from a required duty. The form is to be submitted to the Area Dean by the 10th of the month following the return from absence. If proof of delivery is wanted, the form maybe scanned and sent to the Area Dean. After processing by the District, a copy of the completed form will be resumed to the faculty member for verification. This copy will be included in the envelope of the first pay warrant that is received following the submission of the absence form.

23.3 Course Syllabus
The expectation is that faculty will provide each student with a course syllabus on the first day of instruction. Each semester a faculty member will submit to the District a course syllabus for each class taught. Only one syllabus will be required for multiple sections of the same class. Course syllabi will be submitted to the area dean no later than the Friday of the second week of instruction of each semester, or for short term classes by the census date. If proof of delivery is wanted, course syllabi may be submitted to the dean electronically.

23.4 First Day Class Roster
On class rosters the District will cross reference students who enroll in one class that has more than one course registration number (CRN). More than one CRN is typical of a class which has an accompanying lab. First day rosters are to be submitted to the Admissions and Records Office. This maybe done by depositing in the Admissions and Records Office mail compartment, delivered to the Admissions and Records Office, or if proof of delivery is wanted, they maybe submitted electronically. No signatures are required on first day rosters. First day rosters will be due no later than the Friday of the second week of instruction, or for short term classes or classes that meet only once a week, will be due no later than the day of the third class meeting. First day class rosters will indicate students who have never attended that section of the class (see §23.11).
23.5 **Final (Permanent) Roster**
Permanent rosters will be submitted to the Admissions and Records Office by any one of the methods described for submission of first day class rosters. No signatures are required for permanent rosters (roll sheets). Final rosters will be due no later than the day of the census date.

23.6 **Final Grades**
Final grades shall be submitted to the Office of Admissions and Records. For classes which meet the length of the entire semester, final grades will be due no later than two (2) business days following the last day of scheduled finals for the semester. For short term classes, final grades will be due no later than two (2) business days following the last scheduled class meeting. Final grade sheets for each class will require a hard copy signed by the instructor of record.

23.7 **Work Experience Form**
A faculty member who is acting as the instructor of record for work experience students shall submit to the District a Measurable Learning Objectives Form. This form will be due at the time of submission of final grade sheets.

23.8 **Office Hour Schedule**
The District will ensure that our institutional software will be able to receive the input of an office hour schedule from any faculty member in an efficient manner. The District will also ensure that each faculty member will be able to retrieve, display, and print a report showing his or her class and office hour schedule. When the software procedures are approved by the Association, office hour schedules will be submitted to the Office of Academic Services at the time of class selection. Office hours may be changed by the faculty member with prior notification to both area dean and affected students. Participation in scheduled office hours is part of a bargaining unit member's compensated duties. Absence from any office hour that has not been rescheduled or otherwise fulfilled will be subject to the submission of an absence report.

23.9 **Positive Attendance Rosters**
The District will make every attempt to monitor positive attendance by automation. However, in each class in which positive attendance of students is not automated, the District will supply or make available, attendance rosters for the instructor of record. The instructor of record will maintain the positive attendance roster. The completed roster is due at the time of submission of the final grade sheets for the class. While accuracy of the positive attendance roster is desirable, it is not within the scope of this Professional Responsibilities section.

23.10 **Wait List and Student Enrollment**
Commencing with the first class meeting, faculty will enroll students in available slots in priority order from the official class wait list. The priority for enrollment shall follow the numerical order of the class wait list.
23.10.1 For purposes of this section, an available slot is an opening in the class either due to a first day no-show student or because the instructor has elected to establish additional openings in the class.

23.10.2 It is the responsibility of the District to generate and distribute a class wait list to the instructor. The District will ensure that each student on a wait class list will have satisfied all requirements, including any prerequisites, for enrollment in the class.

23.10.3 Placement of a student on a wait list shall be the responsibility of the District. The method of placement shall be fair, consistent, and uniform.

23.10.4 The maximum default number of students to be placed on a wait list shall initially be set as 10 students. At the time of class selection the instructor of record, at his or her discretion, may increase or decrease this number. However, the minimum number shall be 5 students.

23.10.5 An instructor has the option of removing a student from the wait list if that student fails to attend the first class meeting. Once the wait list is exhausted and all students on the wait list have been addressed, either by removal or enrollment, the instructor may enroll additional students by a method of his or her own design.

23.10.6 The expectation is that each instructor will explain the class wait list procedure during the first class meeting.

23.11 Never-in-Class Student Drop

For the purpose of this section, a never-in-class student is defined as a student who appears on a class roster, but who has never attended the class.

23.11.1 When a faculty member identifies a student as a first day no-show, it shall be the responsibility of the District to drop this non-attending student. Typically, identification of a first day no-show is by means of a check mark next to the student's name on the First Day Class Roster which is submitted to the Admissions and Records Office.

23.11.2 For any other never-in-class student who was not identified as a first day no-show, it shall be the responsibility of the instructor of record to initiate the student drop. Such drop will be submitted to Admissions and Records Office on or before the census date.

23.11.3 With the exception of dropping never-in-class students as outlined above, the policy for dropping other students shall be according to the drop policy established by the instructor of record, and included in the class syllabus.
23.12 **Campus Committee Work**
When requested by the Association or Academic Senate, faculty members recognize the importance of serving as a member of a committee. A faculty member so requested has the right to decline for personal or other reasons.
ARTICLE XXIV
Division Chair Duties and Responsibilities

24.1 The Division Chair of each division shall be elected as per the provisions of Article 25.2 of the Master Agreement. Once notified of the election results, the Superintendent/President, or his or her designee will appoint the electee. A newly elected division chair will give a report to the Board of Trustees at a regularly scheduled meeting. The report will include a brief description of expected goals to be accomplished.

24.2 Each Division Chair shall report to the appropriate Academic or Student Services Dean, or an interim administrator as identified by the Superintendent/President. In reference to special areas of concern relayed by faculty members whom they represent, each Division Chair will act as an advisor and consultant to the administration.

24.3 The following are representational duties and responsibilities of Division Chairs. It is to be emphasized that these duties are representational, not supervisory in nature and intent. By design, the duties of Division Chairs are to foster and assist in representing to administration information, concerns, and goals of the members of the division. The duties referenced in this Article do not authorize any supervision of full-time faculty by Division Chairs.

24.3.1 Coordination

The Division Chair will:

24.3.1.1 Act as the liaison between the administration and members of the division. The Division Chair will communicate information from Instructional Council to members of the division, as well as relay information, concerns, and goals from members of the division to the Instructional Council.

24.3.1.2 Advise members of the division of District policy and procedures.

24.3.1.3 Assist faculty and staff with their respective continuing professional growth.

24.3.1.4 Foster democratic processes which encourage input and cooperation. The specifics of this democratic process shall be developed by full time faculty of the division, and forwarded by the Division Chair to the Dean.

24.3.1.5 Represent the College to the community.

24.3.1.6 Coordinate division committees.
24.3.1.7 Facilitate the division program review self-study process and annual updates.

24.3.1.8 Facilitate the division process for the assessment of student learning outcomes.

24.3.1.9 Assist in the promotion of dialogue between a student and instructor when there is a complaint. This assistance will be advisory only and will attempt to informally resolve the issue at the lowest level possible.

24.3.2 Scheduling
It is acknowledged by both the District and the Association that scheduling shall be according to Article VIII of the Master Agreement. However, with respect to the academic schedule, the Division Chair will:

24.3.2.1 Facilitate faculty input to schedule building.

24.3.2.2 Facilitate the course selection process according to this collective bargaining agreement.

24.3.2.3 Recommend and advise the Dean of the sequence of courses in majors and programs comprising a curriculum, and to assist in its coordination if other divisions are involved.

24.3.3 Operations
The Division Chair will:

24.3.3.1 Schedule a division meeting when necessary.

24.3.3.2 Present proposals to the division for recommendation or action as requested by the Dean.

24.3.3.3 Report a problem as noted by members of the division, that may impair programs of the College.

24.3.3.4 Solicit volunteers for study and/or research committees within the division whenever deemed advisable and report the activities, findings, and/or recommendations to the Dean.

24.3.3.5 Complete and submit reports that may be requested by the Dean, and which are pertinent to the operation of the division.

24.3.3.6 Assist in maintaining division documents and in the completion and submission of official records of the division.
24.3.3.7 Assist and advise members of the division in the preparation and monitoring of the division budget and on the purchase of technical or instructional materials.

24.3.3.8 Assist in supplying information needed for the preparation of ordering division equipment and supplies.

24.3.3.9 Assist in completing the annual inventory of all division equipment and supplies.

24.3.3.10 Assist the Dean with his or her role in the management, development, modification, security, maintenance, and repair of the division physical plant.

24.3.4 **Instruction**
The Division Chair will:

24.3.4.1 Facilitate the division curriculum committee in carrying out its responsibilities

24.3.4.2 Bring to the division faculty and staff, available statistical data and information provided by the dean, which may impact curricular changes.

24.3.4.3 Assist in the coordination of the sequencing of courses within and between departments.

24.3.4.4 For un-staffed classes, place textbook orders through the bookstore based upon the recommendation of department faculty who typically teach the course.

24.3.4.5 When notified by the bookstore manager of delinquent textbook orders, assist the assigned instructor in completing the order.

24.3.4.6 Assist in the formulation of adequate testing materials for both placement and evaluation of students within division courses.

24.3.5 **Personnel**
The Division Chair will:

24.3.5.1 Assist the Division Dean in prioritizing the needs of the division to maintain a well-qualified staff. This prioritization will reflect the recommendations of the members of the division. If an opening becomes available in the division, the Division Chair, upon recommendation and advice of members of the division, will assist the Dean of Human Resources in developing a job description and announcement.
24.3.5.2 Assist in implementing the hiring process, as stipulated in this Master Agreement, for all division faculty.

24.3.5.3 Assist the Dean in the evaluation process of adjunct faculty of the division.

24.3.5.4 Assist the Dean in the evaluation process of division classified personnel.

24.3.5.5 Provide orientation for new staff members in division related matters.

24.4 Secretarial assistance and support will be provided so these Division Chair duties can be met.

24.5 The College commits to carrying out the business of the College so that Division Chair duties can be accomplished during the faculty work year. On rare but essential occasions, Division Chair duties may need to be performed between the spring and fall semesters. These duties may be performed by a volunteer designee identified by the Division Chair. Said designee must be a full time faculty member of the division.

24.6 Any alleged violation of Division Chair representational duties or responsibilities stated within this Article are subject to discussions between the District and Association before proceeding to any disciplinary level.
ARTICLE XXV

Miscellaneous

25.1 Any contract between the District and an individual unit member shall be consistent with the terms and conditions of this Agreement.

25.2 Each division chair will be elected for a three (3) year term. Election will be by majority vote of members of the respective division and ratified by the Board of Trustees.

25.2.1 Any one bargaining unit member shall be limited to two (2) consecutive terms starting with the 1997-98 academic year.

25.3 Seniority Rights of Retreating Administrators

25.3.1 An administrator who retreats to a faculty position shall be given seniority credit in the faculty position for service rendered in his or her administrative position(s), subject to the following qualifications:

25.3.1.1 The employee was in a regular or contract faculty position with the District prior to service as an administrator.

25.3.1.2 The employee has been continuously employed by the District as a faculty member an administrator.

25.3.2 An employee who meets the qualifications set forth immediately above shall be entitled to the following seniority credits:

25.3.2.1 For placement on the faculty salary schedule, including the longevity steps, the employee shall receive one year of step credit on the faculty salary schedule and all other privileges and entitlements of faculty service relating to seniority for each full year of service as an administrator.

25.3.3 The retreat rights of an administrator never employed in a regular or contract faculty position at COS shall be determined by law.

25.4 The following designations will apply to faculty members.

Assistant Professor: A temporary faculty member

Associate Professor: A contract faculty member (tenure track, but not tenured)

Full Professor: A regular faculty member (tenured faculty member)

Professor Emeritus: A retired faculty member

25.5 The District and COSTA agree the College email system (which includes regular email and Sharepoint) shall be the “official channel of communication” between administration and faculty members in conducting college-related business.
ARTICLE XXVI

Term of Contract

The provisions of Article XXVI Term of Contract shall remain unchanged except for the following amendments.

26.1 The term of this Agreement shall be from the date of ratification until June 30, 2010.

26.1.1 For the 2007-2008 and 2008-2009 academic years, salary (Article IX) and benefits (Article X) shall be automatic openers. For each academic year stated in this paragraph, each party shall have the option of opening up two (2) additional articles. Each party will sunshine opener Articles on or before March 1 of the appropriate year.

26.2 Not later than April 15, 2010, the parties shall be provided the opportunity to commence negotiations for a successor Collective Bargaining Agreement. Sunshining of the initial proposals shall occur by March 1, 2010 in order to comply with this Section.

26.3 If by June 30, 2010, a successor to this Agreement has not been executed, then this Agreement shall continue to remain in full force and effect until a successor Agreement is duly executed.

26.4 The preceding Agreement has been accepted by the College of the Sequoias Community College District Administration, its Board of Trustees, and the College of Sequoias Teacher’s Association.

FOR THE ASSOCIATION: Signatures on File

Kevin Picciuto, COSTA President
Wayne H. Preston, COSTA MA/NC Chair
Ed Sense, COSTA President-Elect
Cynthia Johnson, COSTA Secretary
Paul Gorley, COSTA MA/NC Member
Lisa Greer, COSTA MA/NC Member

FOR THE DISTRICT: Signatures on File

William T. Scroggins, Superintendent/President
Rod Frese, Vice President, Administrative Services
John Bratsch, Dean, Human Resources/Legal Affairs
Cindy DeLain, Dean, Allied Health and Physical Education
## FULL-TIME EQUIVALENT

### 75% Lab Conversion

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<td>0.6000</td>
</tr>
<tr>
<td>19</td>
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<td>0.6334</td>
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<tr>
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<td>0.6667</td>
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<td>26</td>
<td>1.7333</td>
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<td>27</td>
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<td>29</td>
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</tr>
<tr>
<td>30</td>
<td>2.0000</td>
<td>1.0000</td>
</tr>
</tbody>
</table>
### Academic Salary Schedule 2009-2010

**Effective: August 1, 2009**

<table>
<thead>
<tr>
<th>Class I</th>
<th>Class II</th>
<th>Class III</th>
<th>Class IV</th>
<th>Class V</th>
</tr>
</thead>
<tbody>
<tr>
<td>[a] BA, or</td>
<td>[a] BA + 30 semester units, or</td>
<td>[a] MA, or</td>
<td>[a] MA + 60 units beyond the BA, or</td>
<td>[a] MA + 75 semester units beyond BA, or</td>
</tr>
<tr>
<td>[b] Special Secondary Credential, or</td>
<td>[b] General Secondary Credential, or</td>
<td>[b] MA + 45 semester units, or</td>
<td>[b] Vocational Credential + BA or BVE</td>
<td>[b] Vocational Credential + MA or MVE or,</td>
</tr>
<tr>
<td>[c] Vocational Credential (partial fulfillment)</td>
<td>[c] Vocational Credential plus AA</td>
<td>[c] Vocational Credential + AA or BVE</td>
<td>[c] Doctorate</td>
<td>[c] Doctorate</td>
</tr>
</tbody>
</table>

Only those collegiate units may be counted which were taken subsequent to the awarding of the bachelor's degree or equivalent.

Must have at least a master's degree or equivalent.

Full time CODS faculty members with earned doctorates or two (2) earned Masters will receive the following yearly stipend: $2,046.00 (The amount shall increase at same % as Academic Salary Schedule)

- **A**: Newly hired faculty will be given full credit for past teaching experience, not to exceed a maximum of five (5) years.
- **B**: Eligibility for placement at Step 18, academic faculty must have received compensation at Step 15 for a period of not less than four (4) years.
- **C**: In order to become eligible for placement at Step 23, academic faculty must have received compensation at Step 20 and 19 for a period of not less than six (6) years.
- **D**: In order to become eligible for placement at Step 27, academic faculty must have received compensation at Step 24, 23 and 22 for a period of not less than twelve (12) years.
- **E**: In order to become eligible for placement at Step 31, academic faculty must have received compensation at Step 28, 27 and 26 for a period of not less than sixteen (16) years.
- **F**: In order to become eligible for placement at Step 35, academic faculty must have been on the current last step of the Academic Salary Schedule for at least four (4) years to be eligible for a Service Appreciation Longevity Step.
# Faculty Overload Salary Schedule

(2009-2010 Academic Year)

## Lecture / Non-classroom

<table>
<thead>
<tr>
<th>Level</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year</td>
<td>46.68</td>
<td>49.01</td>
<td>51.46</td>
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<tr>
<td>Second Year</td>
<td>47.85</td>
<td>50.24</td>
<td>52.75</td>
</tr>
<tr>
<td>Third Year</td>
<td>49.04</td>
<td>51.49</td>
<td>54.07</td>
</tr>
<tr>
<td>Fourth Year</td>
<td>50.27</td>
<td>52.78</td>
<td>55.42</td>
</tr>
<tr>
<td>Fifth Year</td>
<td>51.52</td>
<td>54.01</td>
<td>56.81</td>
</tr>
</tbody>
</table>

## Laboratory / Activity

<table>
<thead>
<tr>
<th>Level</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year</td>
<td>43.84</td>
<td>46.03</td>
<td>48.33</td>
</tr>
<tr>
<td>Second Year</td>
<td>44.93</td>
<td>47.18</td>
<td>49.54</td>
</tr>
<tr>
<td>Third Year</td>
<td>46.05</td>
<td>48.36</td>
<td>50.78</td>
</tr>
<tr>
<td>Fourth Year</td>
<td>47.21</td>
<td>49.57</td>
<td>52.04</td>
</tr>
<tr>
<td>Fifth Year</td>
<td>48.39</td>
<td>50.81</td>
<td>53.35</td>
</tr>
</tbody>
</table>

- D: less than Bachelor's Degree
- E: BA or BS
- F: MA and above (MD, DDS, JD)

5% across / 2.5% down
## Faculty Service Areas
College of the Sequoias

<table>
<thead>
<tr>
<th>Service Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture</td>
</tr>
<tr>
<td>ASL</td>
</tr>
<tr>
<td>Biology</td>
</tr>
<tr>
<td>Business</td>
</tr>
<tr>
<td>English</td>
</tr>
<tr>
<td>ESL</td>
</tr>
<tr>
<td>Fine Arts</td>
</tr>
<tr>
<td>Foreign Language</td>
</tr>
<tr>
<td>Health</td>
</tr>
<tr>
<td>Industry and Home Economics</td>
</tr>
<tr>
<td>Interdisciplinary</td>
</tr>
<tr>
<td>Journalism</td>
</tr>
<tr>
<td>Mathematics</td>
</tr>
<tr>
<td>Non–teaching</td>
</tr>
<tr>
<td>Nursing</td>
</tr>
<tr>
<td>Physical Education</td>
</tr>
<tr>
<td>Physical Science</td>
</tr>
<tr>
<td>Social Science</td>
</tr>
<tr>
<td>Technology</td>
</tr>
</tbody>
</table>
## APPENDIX D

<table>
<thead>
<tr>
<th>ASL</th>
<th>ESL</th>
<th>I &amp; T</th>
<th>NURSING</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Sign Language</td>
<td>ESL</td>
<td>Air Conditioning</td>
<td>Clinical Practice</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Auto Mechanics</td>
<td>Licensed Vocational</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Building Codes and Regulations</td>
<td>Nursing</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cabinet Making</td>
<td>Nursing</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Carpentry</td>
<td>Nursing Ancillaries</td>
</tr>
</tbody>
</table>
|     |     | Construction Technology | \n
| Drafting | Electronics Technology | \n| Welding | Sheet Metal | \n
<table>
<thead>
<tr>
<th>Agriculture</th>
<th>Fine Arts</th>
<th>Interdisciplinary</th>
<th>Physical Education</th>
</tr>
</thead>
</table>

| Agricultural Business | Art | Biology | Physical Education |
| Engineering | Drama/Theatre Arts | English | Recreation |
| Agricultural Production | Music | Education | Administration |
| Equine Science | Photography | Ethnic Studies | Sports Medicine |
| Ornamental Horticulture | Speech | History | \n
| Human Development | \n| Human Services | \n| Nursing | \n| Sociology | \n| Women’s Studies | \n| Cooperative Education | \n
<table>
<thead>
<tr>
<th>Business</th>
<th>Health</th>
<th>Mathematics</th>
<th>Social Science</th>
</tr>
</thead>
</table>

| Accounting | Health | Mathematics | Administration of |
| Business | Health Services | | Justice |
| Business Law | Nursing | | Anthropology |
| Computer Applications | | | Economics |
| Computer Science | | | Ethnic Studies |
| Management | | | Geography |
| Office Management | | | History |
| Paralegal | | | Humanities |

| Counseling | Administration of |
| Library Science | Justice |

<table>
<thead>
<tr>
<th>English</th>
<th>Home Economics</th>
<th>Non–Teaching</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>English</th>
<th>Home Economics</th>
<th>Non–Teaching</th>
</tr>
</thead>
<tbody>
<tr>
<td>Literature</td>
<td>Child Development</td>
<td>Counseling</td>
</tr>
<tr>
<td>Reading</td>
<td>Cosmetology</td>
<td>Library Science</td>
</tr>
</tbody>
</table>
|            | Family and Consumer Studies | \n|            | Fashion Design | \n|            | Food Technology | \n|            | Merchandising | \n
| Child Development | Counseling |
| Cosmetology | Library Science |
| Family and Consumer Studies | \n| Fashion Design | \n| Food Technology | \n| Merchandising | \n
| Administration of Justice | Anthropology |
| Economics | Ethnic Studies |
| Geography | History |
| Humanities | Philosophy |
| Political Science | Psychology |
| Religious Studies | Sociology |
| Sociology | Social Science |
## LARGE CLASS SIZE LOAD FACTORS / FTE EQUIVALENTS

<table>
<thead>
<tr>
<th>Class Size</th>
<th>Load Factors</th>
<th>FTE Equivalent for Lecture Contact Hours</th>
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<tr>
<td>1</td>
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<td>0.9433</td>
</tr>
<tr>
<td>2</td>
<td>0.9400</td>
<td>0.9877</td>
</tr>
<tr>
<td>3</td>
<td>0.9256</td>
<td>0.8457</td>
</tr>
<tr>
<td>4</td>
<td>0.8400</td>
<td>0.7933</td>
</tr>
<tr>
<td>5</td>
<td>0.7933</td>
<td>0.8400</td>
</tr>
<tr>
<td>6</td>
<td>0.6765</td>
<td>0.7134</td>
</tr>
<tr>
<td>7</td>
<td>0.6000</td>
<td>0.6667</td>
</tr>
<tr>
<td>8</td>
<td>0.5333</td>
<td>0.5333</td>
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<tr>
<td>9</td>
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<td>0.4000</td>
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<tr>
<td>11</td>
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<td>12</td>
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<tr>
<td>13</td>
<td>0.2000</td>
<td>0.2000</td>
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<tr>
<td>14</td>
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<td>0.1467</td>
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<tr>
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<td>0.1000</td>
<td>0.1000</td>
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<tr>
<td>16</td>
<td>0.0625</td>
<td>0.0625</td>
</tr>
<tr>
<td>17</td>
<td>0.0423</td>
<td>0.0423</td>
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<tr>
<td>18</td>
<td>0.0290</td>
<td>0.0290</td>
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*Appendix E - COSTA Master Agreement, July 1, 2007 to June 30, 2010*
## Vision Benefits

<table>
<thead>
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<th>Schedule of Allowances</th>
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<tr>
<td>Single vision lenses (glass or plastic)</td>
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<tr>
<td>Bifocal lenses (glass or plastic)</td>
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<tr>
<td>Trifocal lenses (glass or plastic) (verilux lens)</td>
<td>$105.00</td>
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<tr>
<td>7.25 diopter or more high–powered lenses</td>
<td>$15.00</td>
</tr>
<tr>
<td>Aphakiamonofocal – plastic/aspheric</td>
<td>$125.00</td>
</tr>
<tr>
<td>Aphakiamultifocal – plastic/aspheric</td>
<td>$200.00</td>
</tr>
<tr>
<td>Lenticular (myodisc) monofocal</td>
<td>$125.00</td>
</tr>
<tr>
<td>Lenticular (myodisc) multifocal</td>
<td>$200.00</td>
</tr>
<tr>
<td>Prism 1 ½ to 4 diopters</td>
<td>$14.00</td>
</tr>
<tr>
<td>Prism 4 ½ to 7 diopters</td>
<td>$40.00</td>
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<tr>
<td>Prism 8 to 10 diopters</td>
<td>$40.00</td>
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<tr>
<td>Slab off prism</td>
<td>$75.00</td>
</tr>
<tr>
<td>Frame</td>
<td>$80.00</td>
</tr>
<tr>
<td>Contact lenses (hard) — medically necessary</td>
<td>$200.00</td>
</tr>
<tr>
<td>Contact lenses (soft) — medically necessary</td>
<td>$250.00</td>
</tr>
<tr>
<td>Contact lenses (hard/soft) — convenience or cosmetic</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

## Dental Benefits

| Maximum annual dental coverage                               | $1,800.00 |
Full-Year Sabbatical Leave of Absence Contract

College of the Sequoias

This is an agreement between the College of the Sequoias Community College District (hereinafter referred to as District) and Name Instructor (hereinafter referred to as Faculty Member).

The District and Faculty Member agree as follows:

1. Faculty Member occupies a position requiring certification qualifications.
2. Faculty Member has rendered not less than six (6) years of service to the District immediately preceding the granting of the sabbatical leave of absence.
3. Faculty Member has made application for a ____________ (work toward a higher degree, study and/or research, curriculum planning, travel) sabbatical leave of absence.
4. Such leave is to take place from ______________ to ______________.
5. Sabbatical leaves of absence are governed by Education Code sections 87767, 87768, 87769, 87769.5, 87770 through 87775, as well as Board Policy 5045 and Section 12.5 of the Master Agreement between the District and the College of the Sequoias Teachers Association.
6. Faculty Member shall receive percent of his/her full salary plus benefits for the full-year sabbatical leave of absence or $__________. The District shall pay said salary amount in ten (10) equal monthly payments in the same manner as regular faculty are paid. No reduction in Faculty Member’s fringe benefits or sick leave entitlement shall occur during the period of the sabbatical leave.
7. At the expiration of the sabbatical leave of absence, Faculty Member shall render service to the District for a period of at least one (1) year, or a period which is at least twice the length of the sabbatical leave. Faculty Member acknowledges and understands that at the expiration of the sabbatical leave, Faculty Member, unless s/he otherwise agrees, shall be reinstated in the position held by him or her at the time of the granting of the leave of absence.
8. At least one month prior to the commencement of a sabbatical leave, the District requires the Faculty Member to furnish a bond in an amount equal to the salary to be received during the sabbatical leave, or other security such as a Promissory Note, suitable to the District and indemnifying the District against all losses in the event the Faculty Member fails to render service to the District for the agreed upon period set forth above following the return of the Faculty Member from the sabbatical leave. When Faculty Member has completed his/her service to the District after the sabbatical, District will reimburse Faculty Member for one-half the cost of the bond.
9. Faculty Member shall perform service of a professional nature as delineated in the attached sabbatical leave proposal.
10. Faculty Member, upon return from the leave, is required to submit a written report which narrates his/her experiences/activities during the sabbatical. The report will include the evaluation of the sabbatical project as laid out in the sabbatical proposal. Two copies of this report will be submitted to the Faculty Enrichment Committee, one to be filed in the library. In addition, Faculty Member will make two presentations of this information, one to the Board of Trustees and one to faculty.
11. Faculty Member shall make no change in the approved sabbatical plan without advance approval of the Faculty Enrichment Committee.
12. Faculty Member agrees that his/her failure to return to duty and render service as required in Paragraph 7, or his/her failure to follow the procedures set forth in Paragraphs 10 and 11, shall obligate Faculty Member to reimburse the District for all salary paid Faculty Member during the sabbatical leave, and any and all further costs incurred by the District during the leave on Faculty Member’s behalf, including, but not limited to, the cost of providing benefits to Faculty Member during the leave.

College of the Sequoias Community College District
BY:

EMPLOYEE’S SIGNATURE

DATE

SUPERINTENDENT/PRESIDENT

DATE
One Semester Sabbatical Leave of Absence Contract
College of the Sequoias

This is an agreement between the College of the Sequoias Community College District (hereinafter referred to as District) and Name Instructor (hereinafter referred to as Faculty Member).

The District and Faculty Member agree as follows:

1. Faculty Member occupies a position requiring certification qualifications.
2. Faculty Member has rendered not less than six (6) years of service to the District immediately preceding the granting of the sabbatical leave of absence.
3. Faculty Member has made application for a ___________ (work toward a higher degree, study and/or research, curriculum planning, travel) sabbatical leave of absence.
4. Such leave is to take place from ___________ to ___________.
5. Sabbatical leaves of absence are governed by Education Code sections 87767, 87768, 87769, 87769.5, 87770 through 87775, as well as Board Policy 5045 and Section 12.5 of the Master Agreement between the District and the College of the Sequoias Teachers Association.
6. Faculty Member shall receive his/her full salary plus benefits for the half–year sabbatical leave of absence or $___________. The District shall pay said salary amount in five (5) equal monthly payments in the same manner as regular faculty are paid. No reduction in Faculty Member’s fringe benefits or sick leave entitlement shall occur during the period of the sabbatical leave.
7. At the expiration of the sabbatical leave of absence, Faculty Member shall render service to the District for a period of at least one (1) year, or a period which is at least twice the length of the sabbatical leave. Faculty Member acknowledges and understands that at the expiration of the sabbatical leave, Faculty Member, unless s/he otherwise agrees, shall be reinstated in the position held by him or her at the time of the granting of the leave of absence.
8. At least one month prior to the commencement of a sabbatical leave, the District requires the Faculty Member to furnish a bond in an amount equal to the salary to be received during the sabbatical leave, or other security such as a Promissory Note, suitable to the District and indemnifying the District against all losses in the event the Faculty Member fails to render service to the District for the agreed upon period set forth above following the return of the Faculty Member from the sabbatical leave. When a Faculty Member has completed his/her service to the District after the sabbatical, the District will reimburse Faculty Member for one-half the cost of the bond.
9. Faculty Member shall perform service of a professional nature as delineated in the attached sabbatical leave proposal.
10. Faculty Member, upon return from the leave, is required to submit a written report which narrates his/her experiences/activities during the sabbatical. The report will include the evaluation of the sabbatical project as laid out in the sabbatical proposal. Two copies of this report will be submitted to the Faculty Enrichment Committee, one to be filed in the library. In addition, Faculty Member will make two presentations of this information, one to the Board of Trustees and one to faculty.
11. Faculty Member shall make no change in the approved sabbatical plan without advance approval of the Faculty Enrichment Committee.
12. Faculty Member agrees that his/her failure to return to duty and render service as required in Paragraph 7, or his/her failure to follow the procedures set forth in Paragraphs 10 and 11, shall obligate Faculty Member to reimburse the District for all salary paid Faculty Member during the sabbatical leave, and any and all further costs incurred by the District during the leave on Faculty Member’s behalf, including, but not limited to, the cost of providing benefits to Faculty Member during the leave.

College of the Sequoias Community College District

BY:

EMPLOYEE’S SIGNATURE

DATE

SUPERINTENDENT/PRESIDENT

DATE
PROMISSORY NOTE

If the conditions as set forth in the collective bargaining agreement of continuing employment are not met following my return from a sabbatical leave,

I,__________________________, promise to repay the College of the Sequoias Community College District ("Employer") the total amount of the monies in wages are paid by Employer to me during the period of my sabbatical leave. This promise to repay is given in consideration of Employer’s granting me a sabbatical leave pursuant to the provisions of the collective bargaining agreement between the College of the Sequoias Teachers Association ("COSTA") and Employer under the authority of the Educational Employment Relations Act (EERA).

I understand and agree with each of the following:

I. REPAYMENT WITH INTEREST

   Repayment of the monies in wages paid to me during my sabbatical leave shall be made in one of the following ways (check one).

   □ Equal monthly installments are to be made over a period of three years at an annual interest rate of ten percent (10%). Interest shall start to accrue on the first day of instruction of the semester in which I am scheduled to begin duties following my return from sabbatical leave. The first installment shall be due on the 1st of the month following the start of the semester in which I am scheduled by Employer to return from my sabbatical leave to my duties with Employer. I understand that I may prepay or accelerate payment at my discretion, and that interest shall continue to accrue on the unpaid balance only.

   □ One lump sum to equal the total of monies in wages paid to me during my sabbatical leave. This lump sum shall be due on the day of the start of the semester in which I am scheduled by Employer to return to my duties with Employer.

II. CANCELLATION

   My obligation to repay both principal and interest under this promissory note shall be extinguished if I return from my sabbatical leave and resume my duties with Employer and fulfill all terms and conditions of a sabbatical leave according to the collective bargaining agreement. Such terms require that, upon my return, I serve two semesters for each semester of sabbatical leave.

III. I also agree to pay all collection costs, including court costs and attorney fees, which the Employer may incur for the collection of any amount not paid when due.
IV. DEFAULT AND ACCELERATION

A. If I fail to pay any installment within 10 days after the due date, the entire unpaid indebtedness, including interest shall, at the option of the Employer, become immediately due and payable. Thereafter, interest shall continue to accrue on the entire unpaid balance.

B. I understand that if I am delinquent on my repayment, pursuant to California law, the Employer may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.

C. I understand that if I am delinquent on my repayment, pursuant to California Law, the Employer will have the right to obtain all or any portion of any monies due me from the State of California as payment towards the amount that is delinquent.

V. LAWS OF CALIFORNIA

The laws of the State of California shall govern the interpretation of this promissory note.

By signing below I manifest my acceptance and agreement to all the foregoing terms and conditions.

______________________________  ____________________________
Signature of Employee                        Date

______________________________
Permanent Address

______________________________

# Appendix H

## Retiree Medicare Amounts

District Contribution by Year

July 1

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1997 – 1998</td>
<td>$2,500</td>
</tr>
<tr>
<td>1998 – 1999</td>
<td>$2,550</td>
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<tr>
<td>1999 – 2000</td>
<td>$2,601</td>
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<td>2000 – 2001</td>
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<td>2001 – 2002</td>
<td>$2,706</td>
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<td>2002 – 2003</td>
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<td>2006 – 2007</td>
<td>$3,018</td>
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<td>2007 – 2008</td>
<td>$3,078</td>
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<td>2008 – 2009</td>
<td>$3,140</td>
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<td>2020 – 2021</td>
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Converted to July payment month: June 7, 2002
ACKNOWLEDGEMENT OF RECEIPT

of

BOARD POLICY 4115, PROHIBITION OF HARASSMENT

and

AP 4115 HARASSMENT COMPLAINT PROCEDURES

My signature below indicates the following:

1. I have received a copy of Board Policy 4115, Prohibition of Harassment and AP 4115, Harassment Complaint Procedures.

2. I (check one)
   □ have participated
   □ will participate

   in training offered by the College addressing my responsibilities and obligations related to this topic.

This document will be placed in my personnel file which is kept in the Human Resource Services Office.

PRINTED NAME: ________________________________

SIGNATURE: ________________________________

DATE: ________________________________
UNLAWFUL DISCRIMINATION COMPLAINT FORM

Name: 

Address: 

Phone: Day ( ) Evening: ( )

I am a: ☐ Student ☐ Employee ☐ Other:

I Wish to Complain Against: College of the Sequoias Community College District

Person, Program, or Activity:

Date of Alleged Discrimination: 

I Alleged Discrimination Based on (check only those which apply): ☐ Ethnic Groups Identification ☐ Religion ☐ Age 

☐ Physical Disability ☐ Mental Disability ☐ Retaliation 

☐ Color ☐ Sex (includes Harassment)

Informal Resolution Attempted? ☐ Yes ☐ No

Date Commenced: ____________________________

Name of District Officer Involved in Informal Resolution: ____________________________

Clearly state your complaint. Describe the incident and how it occurred. List the participants involved and their relationship. (Attach additional pages as necessary.)

________________________________________________________________________

________________________________________________________________________

List the names, addresses and phone numbers of any person(s) who witnessed the incident or who are able to provide information about the complaint.

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

Signature of Complainant

Date

Send Original to:

Human Resource Services
Attention: Complaint Officer
College of the Sequoias
915 S. Mooney Blvd.
Visalia, CA 93277

or

Chancellor’s Office
Attention: Legal Affairs Division
California Community Colleges
1102 Q Street
Sacramento, CA 95814-6511

C:\\01data\C 05 T ANegotiations\Discrimination & SHUnlawful Discrimination Complaint Form.doc
### Academic Salary Schedule

**MONTHLY 2009-2010**

Effective: August 1, 2009

<table>
<thead>
<tr>
<th>Class Definitions</th>
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<tbody>
<tr>
<td><strong>Class I</strong></td>
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<tr>
<td>(a) BA, or</td>
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<tr>
<td>(b) Special Secondary Credential, or</td>
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<tr>
<td>(c) Vocational Credential (with fulfillment)</td>
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<tr>
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<tr>
<td>(a) BA + 30 semester units, or</td>
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<tr>
<td>(b) General Secondary Credential, or</td>
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<td>(c) Permanent Vocational Credential</td>
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<td><strong>Class III</strong></td>
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<td>(a) MA, or</td>
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<td>(b) BA + 45 semester units, or</td>
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<td>(a) MA + 60 units beyond BA, or</td>
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<td>(b) Vocational Credential + BA or BVE</td>
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<td><strong>Class V</strong></td>
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<td>(a) MA + 75 semester units beyond BA, or</td>
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<td>(b) Vocational Credential + MA or MVE, or</td>
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<td>(c) Doctorate</td>
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* Only those college units may be counted which were taken subsequent to the awarding of the baccalaureate degree or equivalent.

**Notes:**
- Full-time COS faculty members with earned doctorates or two (2) earned Masters will receive the following yearly stipend: $15,000.00.(This amount will increase at the same % as Academic Salary Schedule)
- Newly hired faculty will be given full credit for post teaching experiences, not to exceed a maximum of five (5) years.
- Eligibility for placement at Step 19, academic faculty must have received compensation at Step 15 for a period of not less than four (4) years.
- In order to become eligible for placement at Step 23, academic faculty must have received compensation at Step 18 and 19 for a period of not less than eight (8) years.
- In order to become eligible for placement at Step 27, academic faculty must have received compensation at Step 15, 19, and 23 for a period of not less than twelve (12) years.
- In order to become eligible for placement at Step 31, academic faculty must have been on the current last step of the Academic Salary Schedule for at least four (4) years to be eligible for a Service Appreciation Longevity Step.
- B Basic: Traditional Assignment: 10 months, 176 days
- C Basic: Special Assignment: 11 months, 195.5 days
- D Basic: Special Assignment: 12 months, 210 days

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