AGREEMENT

Between

The Ohlone Community College District
And
The United Faculty of Ohlone

Contract Duration: July 1, 2011 – June 30, 2014

Expires June 30, 2014
Approved by Board of Trustees December-2011
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MEMORANDUM OF UNDERSTANDINGS
JULY 2010 – JUNE 2011
(MOU) SERP April 2011
PREAMBLE

This Agreement has been developed after many months of discussion between the respective parties relative to the concerns of the United Faculty of Ohlone and the Ohlone Community College District. United Faculty representatives are aware of the District's desire to maintain decision-making flexibility during the months ahead. District representatives are aware of United Faculty's desire to maintain a reasonable compensation package for its membership and to insure a consistent and reliable vehicle for communicating with administration.

In an effort to satisfy these expressed needs the parties hereto have knowingly committed themselves and respective constituencies to a collective bargaining agreement. The inclusion and/or exclusion herein of specified or general thoughts and concepts have been carefully considered in collective negotiations.

This bilateral document has been prepared with full recognition of the uncertainties on the horizon of public education. We believe this unique approach will be most beneficial to the College and its community in the months and years ahead.
COLLECTIVE BARGAINING AGREEMENT
By and Between
THE OHLONE COMMUNITY COLLEGE DISTRICT

And

THE UNITED FACULTY OF OHLONE
July 1, 2011 – June 30, 2014

ARTICLE I
RECOGNITION

1.1 This Agreement is made and entered into this 1st day of July 2010, by and between the Ohlone Community College District, hereinafter referred to as "District" and United Faculty of Ohlone, hereinafter referred to as "UFO."

1.2 The District acknowledges that the UFO is the exclusive representative of those certificated employees listed in Appendix "H" in accordance with the certification letter from the Public Employment Relations Board dated June 21, 1979, including full-time and part-time certificated employees assigned as Contract Education Instructors. The unit excludes management, confidential, and supervisory positions.

ARTICLE II
SAVINGS

2.1 If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be inoperative to the extent ruled invalid, but all other provisions shall not be affected thereby and shall continue in full force and effect. The District shall also have the sole and exclusive right to determine the impacts and effects concerning matters outside the scope of representation as it is specifically enumerated in Government Code 3543.2.

ARTICLE III
UNITED FACULTY RIGHTS

3.1 In addition to the rights contained in any other portion of this Agreement, the UFO shall have the following rights:

3.1.1 The right to use District facilities to conduct UFO meetings and related activities. The scheduling and use of such facilities shall be in accordance with District policy and shall not interfere with scheduled College programs and/or the regular duties of unit members. Where applicable by District policy, the UFO shall pay a reasonable fee for expenses relating to utilities, security, clean-up, and any unusual wear or damage.

3.1.2 The right to use bulletin boards designated for their use in appropriate places located in campus and off-campus facilities. All items to be posted shall bear the date of posting
and shall be removed by the UFO within a reasonable amount of time. Bulletins posted shall specify that they are officially authorized by the UFO.

3.1.3 The right to use District mail distribution boxes. UFO Communications placed in staff boxes shall state they are officially authorized by the UFO or be on official UFO stationery. The UFO shall not use District postage machines. The use of District mail distribution boxes, including but not limited to electronic mail, shall not violate provisions of state and federal law.

3.1.4 The right to use District telephones for local calls only. The UFO will reimburse the District for any long distance charges incurred.

3.1.5 The right for UFO representatives to review employee's personnel file or pay record when accompanied by the employee or upon presentation of a written authorization signed by the employee.

3.1.6 Meetings for the purpose of negotiating with the UFO shall normally be scheduled at times that do not conflict with classes being taught by the UFO representatives. Non-instructional members of the UFO negotiating team shall make a reasonable effort to schedule their primary duties so that release time from primary duties will not be required. When negotiating meetings between the District and UFO cannot be scheduled at any time other than assigned teaching, counseling, or librarian hours, a maximum of four (4) authorized members of the UFO negotiating team shall be released from their scheduled teaching, counseling, or library duties, with pay.

3.1.7 College Provided Release Time: In addition to the above, the District will contribute an amount of reassigned time up to twenty-four (24) Faculty Load Credits (FLCs) per year, with no more than twelve (12) FLCs to be used in one semester; to be utilized for negotiations and grievance representation. The parties acknowledge that the implementation of this provision shall not allow a fractionalization of any course unit designation. The District shall not be obligated to provide a replacement for any person(s) granted reassigned time under this provision.

3.1.7.1 No UFO member may be released for more than six 6 FLCs per semester.

3.1.7.2 No UFO member receiving a reduced load for conducting union business shall teach an overload greater than s/he has had at any time during the past two years.

3.1.7.3 At the end of each semester the UFO will provide the District with an accounting of the time spent by unit members on negotiation and grievance-related issues. The UFO will cooperate with the District in order to insure timely District submission of accounting records and claim for state reimbursement.

3.1.7.4 If at any time, it is determined that any part of the release time is not reimbursed or otherwise approved upon audit or other form of review, the UFO agrees that thirty days after the District provides documentation of the submission of a claim for reimbursement of release time expense the UFO shall reimburse the District for any actual part-time replacement cost that the State of California does not pay in mandated costs.
3.1.7.5 Any unit member receiving reassigned time should not obtain an overload greater than one s/he has had within the past two (2) semesters. A unit member with reassigned time normally should not have a load greater than 120%.

3.1.8 UFO Purchased Release Time: The District will, subject to the following, provide partial release time/leaves of absence to designated members of the UFO. Such release time/leaves will be designated as Organization leave and the cost of such leave shall be reimbursed to the District by the UFO.

3.1.8.1.1 Purpose of Release Time/Leave: This release time/leave shall be utilized by the UFO for union activities as provided in the Rodda Act and the parties' collectively bargained agreement. Union members receiving release time/leave under Section 3.1.8 shall not receive release time under Section 3.1.7.

3.1.8.1.2 Amount of Release Time/Leave: The UFO shall also be allowed to purchase during any year an additional amount of one three (3)-hour, credit course reduced load. Such release time must, however, be purchased on an entire semester basis and may not be purchased as a fractional part of the three (3)-hour credit course.

3.1.8.1.3 Request for Release Time/Leave: The UFO shall file a written request for such leave no later than thirty (30) days prior to the semester in which the release time reduced load is to be purchased. Request for leave will be granted provided the absence of the person designated by the UFO does not have a negative impact on the program(s) of the College. Approved leaves shall be subject to all applicable provisions of District policy and the Education Code.

3.1.8.1.4 Payment/Reimbursement: The UFO shall at the beginning of the semester in which this release time/leave is elected reimburse the District at the amount which is the full cost for a three (3) unit lecture course at Step 2 on the part-time faculty salary schedule. The District shall not be obligated to provide a replacement for any such person.

3.2 DUTIES OF CAREER CONTRACT INSTRUCTORS

The Governing Board recognizes that the working load of the career contract faculty consists of five areas of responsibility: Instruction, Student Advisory, Advising, Curriculum Development, and Co-curricular Duties.

3.2.1 Instruction

Instructional responsibilities are centered on the actual in-class teaching hours, in addition to the preparation of classroom presentations and assignments; the evaluation of students’ performance, including quizzes comprehensive examinations, term papers, and laboratory experimentations; the supervision of manipulative classes; and the holding of regular office hours for student conferences. Because the extent of these instructional responsibilities varies with the nature of the teaching assignment, the following are determined to constitute a normal instructional load per semester.

A. Lecture Class Assignment is one wherein the instructor devotes his or her time in class to a presentation of subject matter and/or discussion, and/or problem solving. Time outside of
class is devoted to preparation and to criticizing and evaluating written assignments and examinations. The assignment of fifteen (15) in-class hours shall be considered as a normal semester’s instructional load.

B. Laboratory Class Assignment is one wherein the instructor devotes the major portion of the class time to the supervision of students who are working on laboratory experiments and exercises. In the case of Physical Education classes, some time is spent on lecturing and demonstrating skills and techniques and the balance of the time to the supervision of student performance and the administration of a variety of tests. The assignment of twenty-one (21) in-class hours shall be considered as a normal semester’s instructional load.

C. Instructors shall maintain five (5) office hours each week during the academic year to allow adequate opportunity for student consultation and to assist with student advisement and job placement. No more than two (2) office hours shall be scheduled on any one day without the express approval of the Instructional Manager. Notwithstanding the requirement for five office hours per week, any faculty member will be exempt from holding an office hour on a day when s/he has no schedule of classes provided s/he has an on-load night course or another on-load scheduled assignment (e.g., production, coaching) on an evening preceding that day. However, the faculty member is still required to hold five (5) office hours per week. Additionally, each Dean, under the direction of the Vice President, is authorized on the basis of the educational merits of any request to make assignments with regard to courses and office hours when circumstances warrant no course or office hour on a particular day. In addition, a faculty member and the Dean of the division in which the faculty member teaches may agree that the faculty member may hold on-line office hours. On-line office hours shall be proportional to the faculty member’s on-line teaching load.

D. Instructors shall ensure reasonable care and protection of College facilities and equipment, including prudent security measures.

E. Instructors shall maintain reasonable supervision of students. All certificated employees have a professional duty to report to the proper administrator any instance of unsatisfactory student conduct and in an emergency to take action to correct such conduct.

F. Instructors shall be responsible for meeting and teaching all assigned classes.

G. Instructors shall report on time for class, committee meetings, faculty meetings, and other meetings or assignments that normally require a scheduled starting time.

H. Unless excused in advance, instructors shall attend all orientation meetings, faculty meetings, and in-service education sessions as scheduled by the Vice President, Instruction. All certificated staff members are required to participate in the annual commencement exercise. Academic dress will be supplied by the District.

I. Instructors shall prepare, and shall distribute to students at the first class meeting of the semester, a syllabus for each course to which they are assigned, and for which units are to be counted in the determination of the instructional load. The syllabus shall outline the objectives of the course, the grading plan to be used, the means which will be used to assess student achievement, the reading assignments, and other pertinent details which will ensure the students’ understanding of the nature of the course.
J. Instructors are responsible for the preparation of reports which are accurate and which are submitted in time to meet deadlines. Emphasis will be given to reporting “no shows” and drops to the Registrar. Grade reports shall be delivered to the Registrar in ample time to meet reported deadlines.

3.2.2 Student Advisory

By virtue of their close association with students, instructors are often called upon to provide

advice to students on course content and the educational and vocational opportunities to be gained from such instruction. Study techniques, employment opportunities, and educational goals are all areas of student advising in which the instructor can make a definite contribution to student goals and growth. Such student advising is not expected to bypass the services of the professional counseling staff, but to augment those services.

3.2.3 Advising

The efforts of many College committees are required if the President/Superintendent is to receive knowledgeable and professional advice on a wide variety of ongoing problem areas. When designated by the President/Superintendent, instructors shall accept membership and actively participate in on-going and special-purpose college committees. Other advisory tasks to which instructors are directed are as follows:

A. Faculty members shall be members of the Faculty Senate in conformance with the requirements of Title V.

B. Instructors shall be designated by the President/Superintendent to serve on screening committees for the employment of new career contract instructors and administrators.

C. Instructors shall participate in the advisory aspects of carrying out the District policy for certificated evaluation as outlined in Article XIII.

D. Instructors who supervise classified employees or student assistants are responsible for submitting evaluations, certifying time sheets, and carrying out other personnel tasks when requested by the Human Resources Department.

E. Instructors are responsible for providing advice to participate in the preparation of the annual budget for their discipline, and for the completion of purchase requests for equipment and supplies to allow timely competitive bidding.

3.2.4 Curriculum Development

Career contract instructors shall be closely concerned with the development of curricular materials, both through membership in or cooperation with the curriculum committee, and through meetings called by their Assistant Dean. Instructor involvement in curriculum development shall include:

A. The analysis and coordination of textual materials.
B. Constant review of current literature in their major field, some of which is selected for the College library collection.

C. The preparation of selected descriptive materials such as outlines and syllabi.

D. Conferring with other faculty and administration on curricular problems.

E. Where appropriate and budgeted in advance, attendance and participation in inter and intracollege conferences and advisory committees.

In general, it is expected that instructors will prepare and keep current all curricula, course, and lesson outlines for their regularly assigned classes.

3.2.5 Co-Curricular Duties

All faculty, are encouraged (but not required) to participate in the co-curricular duties and in local service organizations.

When designated by the President/Superintendent and agreed to by the instructor in question, an individual instructor may be appointed as advisor to a student club or organization. Such an assignment normally takes the place of service on College-wide and/or ad hoc committees.

Chaperoning of authorized student functions is the responsibility of the Campus Activities Coordinator, who may call upon any faculty member (if the faculty member agrees) to assist in such chaperoning.

3.2.6 General Duties and Requirements

The duties of the career contract instructor/counselor involve a total career and contract commitment to the entire gamut of instructional activities, student advising, advising, curriculum development, and the co-curriculum. The academic year consists of 175 days/185 respectively (175 for career contract instructors and 185 for counselors).

On each of the days in the academic year, in order to facilitate their total involvement, instructors shall be expected to be readily available to communicate and consult with students, peers, staff, and/or management on a timely basis. This availability may be:

(1) on campus; or
(2) at another assigned location; or
(3) via telephone, e-mail, or other communication devices.

This availability is a requirement whether or not the faculty has classes scheduled.

On each of the days in the academic year, instructors are required to be available for meetings, committee work, and other management assigned functions, even if such an event is scheduled on a day that instructor is not otherwise on campus.

Career contract instructors are expected to work a minimum of forty (40) hours per week.
It should be emphasized that the figure of forty (40) hours per week is a minimum; individual instructors may regularly exceed this amount, some by a substantial margin.

Some of the duties of career contract instructors such as classroom teaching, and office hours, take a clearly specified number of hours per week. The time spent on other tasks, however, can vary widely, depending on the instructor involved, the discipline, the courses being taught, etc. In fact, the hours spent on some tasks can vary from day to day or week to week. Such variation makes it impossible to specify all the tasks or the precise hours required of every instructor each week.

The following list indicates those tasks for which career contract instructors are typically responsible.

A. All career contract instructors are required to teach a total of thirty (30) units of classes per year. This means that each instructor will normally teach fifteen (15) lecture or twenty-one (21) laboratory hours per week, or some appropriate combination of the two (fifteen to twenty-one hours per week).

B. All career contract instructors are expected to periodically update plans for in-class student learning activities and evaluation of in-class student work (weekly hours variable).

C. All career contract instructors are required to hold five (5) office hours per week for student consultation and to assist with student advisement and job placement (five hours per week).

D. All career contract instructors are expected to keep current with developments in their respective fields and to improve or add to the present curriculum (weekly hours variable).

E. All career contract instructors are required to serve on college-wide or ad hoc committee, or as advisors to student clubs or organizations (one to three hours per week).

F. All career contract instructors are expected to engage in a regular program of professional growth.

G. All career contract instructors are expected to participate in area activities and to attend both regularly scheduled and ad hoc area meetings. Similar meetings may also be required for specified disciplines within a given division (one to three hours per week).

H. All career contract instructors are expected to participate in the Ohlone College Faculty Senate.

I. All career contract instructors are expected to prepare instructional budget estimates and to maintain purchase records. They are also responsible for the acceptance, proper storage and security, and periodic inventory recording of equipment assigned to each discipline (weekly hours variable).
J. All career contract instructors are expected to participate in programs of articulation with the local high schools and the appropriate four-year colleges (weekly hours variable).

K. All career contract instructors are expected to participate in campus-wide activities deemed essential to the life and growth of the College. These activities include commencement and the following activities (weekly hours variable):

- Week-long Learning College
- Division Retreats
- Showcase Session of Innovated Practices
- Departmental Planning Retreats
- Program Review Workshops
- Faculty Learning Community Sessions
- Task Force Planning
- Field Trips.

The parties agree to support and encourage full participation in these and similar learning activities.

It is anticipated that regular career contract instructors will adhere at all times to the high standard of professional ethics expected of the teaching profession in institutions of high learning.

ARTICLE IV

DISTRICT RIGHTS

4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; conduct work as legally allowed under the Education and Government Codes; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, evaluate, promote, layoff, terminate and discipline employees.

4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

4.3 The District retains its right to amend, modify or suspend policies and practices covered in this Agreement in emergency circumstances. Examples of emergency circumstances are physical catastrophe and acts of nature. Such changes, if any, will remain in effect only for the duration of the emergency. All grievance time lines expressly set forth in the Agreement will be held in abeyance while the contract is suspended.
4.4 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising their rights.

4.5 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject to the grievance provisions set forth in this Agreement unless such dispute is otherwise grievable under another Article of the Agreement.

ARTICLE V

GRIEVANCE AND CONCILIATION PROCEDURE

5.1 General Provisions

5.1.1 A grievance is defined as a formal written statement by a unit member or the UFO that the District has violated an express term of this Agreement and that by reason of such violation, his/her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

5.1.2 The President of the UFO may file a grievance on behalf of the UFO if he/she believes the District has violated an express term of Article III: UFO Rights or Article VI: Certificated Employer-Employee Relations (CEER) Committee.

5.1.3 The Respondent in all cases shall be the District itself rather than any individual. The District may be represented by an appropriate line administrator. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

5.1.4 A "day" is a day in which the central administration office of the District is open for business.

5.2 Informal Stage: Before filing a formal written grievance, the grievant shall attempt to resolve it by means of an informal conference with his/her immediate supervisor.

5.2.1 Level I

5.2.1.1 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of when the grievant or UFO could reasonably have known of the act or omission, the grievant must present such grievance in writing to the immediate supervisor (see Appendix F).

5.2.1.2 The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the date and time of the informal conference, and the specific remedy sought.

5.2.1.3 Either party may request a personal conference with the other party. The immediate management supervisor shall communicate a decision to the grievant in writing within twenty (20) days after receiving the grievance and such action will terminate Level I.
5.2.2 Level II

5.2.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the President/Superintendent within twenty (20) days after termination of Level I.

5.2.2.2 This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear concise statement of the reasons for the appeal. Either the grievant or the President/Superintendent or designee may request a personal conference.

5.2.2.3 The President/Superintendent or designee shall communicate a decision within twenty (20) days after receiving the appeal and such decision will terminate Level II.

5.2.3 Level III

5.2.3.1 In the event the grievant is not satisfied with the recommendation(s) of the President/Superintendent or designee, he/she may request the UFO to seek conciliation pursuant to this Section.

5.2.3.2 Upon receipt of written request by the UFO, delivered to the President/Superintendent within twenty (20) days of the formal Level II response, the President/Superintendent and the UFO may mutually agree to request the California Conciliation Service to provide a conciliator to assist in resolving the grievance.

5.2.3.3 The conciliator shall attempt to resolve the grievance within twenty (20) days of his/her appointment.

5.3.4 Level IV Arbitration
Should the grievance remain unresolved at Level III, the UFO may, within twenty (20) days following conclusion of Level III, provide written notice to the District to submit the matter to arbitration.

5.3.5 Selection of Arbitrator

5.3.5.1 Following such notice to proceed to arbitration, and if the District and UFO cannot agree within three (3) days on an individual to serve as arbitrator, they shall request a list of seven (7) experienced individuals from the American Arbitration Association. The individual shall be selected within five (5) days after receipt of the list using the alternate strike method until only one name remains. A toss of a coin will determine which representative strikes the first name from the list.

5.3.5.2 Upon mutual agreement between the District and the UFO, the arbitration shall proceed under the expedited rules of the American Arbitration Association and the arbitrator shall be notified of the request for expedited arbitration.

5.3.5.3 Without agreement to proceed under expedited arbitration rules the dispute shall be arbitrated pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association and the provisions of this Agreement. The Arbitrator's
5.3.6 Power of the Arbitrator

5.3.6.1 The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the express term of this Agreement in the respect alleged in the Grievance.

5.3.6.2 The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement so as to change that which can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

5.3.6.3 The decision of the arbitrator shall be final and binding on all parties.

5.3.6.4 Grievances involving alleged violations of tenure review processes and negative decisions regarding tenure shall be handled in accord with Section 5.3.7 below, and will be subject to advisory arbitration.

5.3.7 Tenure Review Grievances

5.3.7.1 Tenure review decisions pursuant to Article 5.3.7.2 and 5.3.7.3 below are governed by Education Code Sections 87601.1 and 87611. Accordingly, the grievance procedures herein shall be read in harmony with the provisions of the Education Code.

5.3.7.2 Allegations that the District, in a decision to reappoint a probationary employee, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances. (Education Code § 87610.1)

5.3.7.3 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 its policies and procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances. (Education Code § 87610.1)

5.3.7.4 Any grievance pursuant to the provisions of 5.3.7.2 and 5.3.7.3 above, may be filed by the employee on his/her own behalf or by the UFO. The UFO shall have no duty of fair representation with respect to taking any of these grievances to arbitration, and the employee shall be entitled to pursue a matter to arbitration with or without the representation of the UFO according to the provisions of the law. (Education Code § 87610.1)
5.3.7.5 Grievances filed pursuant to the provisions of 5.3.7.2 and 5.3.7.3 shall be subject to advisory arbitration.

5.3.7.5.1 The arbitrator will submit a written recommendation to the Board of Trustees, with copies to the grievant and UFO.

5.3.7.5.2 If neither the President/Superintendent nor UFO files a request to the Board to undertake review of the advisory decision within ten (10) days of its issuance, or if the Board declines such a request, then the decision shall be deemed adopted by the Board and becomes final and binding on all parties. If a timely request for review is filed with the Board, by either the President/Superintendent or UFO, and accepted by the Board, it must then undertake review of the entire hearing record and briefs. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another.

5.3.7.5.3 Within twenty (20) days after receiving the record, the Board shall render a decision on the matter, which decision shall be final and binding on all parties. If the Board does not render such a decision within the time specified, then it shall be deemed to have adopted the decision recommended by the arbitrator.

5.3.7.5.4 The arbitrator shall have authority to issue any remedies set forth in Education Code section 87610.1(d).

5.3.7.5.5 Any final decision reached as a result of the grievance procedure shall be subject to review pursuant to Section 87611 of the Education Code.

5.3.8 Expenses

5.3.8.1 Each party shall bear the expenses of the preparation and presentation of its own case; all other fees and expenses of the arbitration proceedings shall be paid by the losing party to the grievance. In any instance where there is a question of which party has not prevailed on the grievance, the fees and expenses of the arbitration proceedings shall be shared equally by the parties.

5.4 Failure to Meet Time Limits: If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

5.4.1 Time limits hereunder may be lengthened in any particular case only by mutual consent.

5.5 Representation: The grievant shall be entitled upon request to representation by UFO at all formal level grievance meetings. In situations where UFO has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until UFO has received a copy of the grievance and the proposed resolution, and has been given the opportunity
to state its views on the matter. Twenty (20) working days will be considered an opportunity in this instance.

5.6 **Reasonable Release Time:** Reasonable release time will be provided to the grievant and UFO Representatives for purposes of representing grievants pursuant to this Article. Necessary witnesses shall be provided reasonable release time if called to testify at an advisory arbitration hearing.

5.7 **Confidentiality:** The grievance shall be confidential at the discretion of the employee.

5.8 **Group Grievances:** Should the UFO and the District feel that the significant characteristics of a number of individual grievances are sufficiently alike that it would be in the best interest of time to hear this group of grievances as one (1), they may mutually agree to do so. In such instances, a group grievance would be filed at Level II of the procedure.

5.9 **Separate File:** All documents, communications and records dealing with the processing of a grievance shall be placed in a separate grievance file, except that any document or record removed from a personnel file or any other file for use in a grievance proceeding shall be returned to the original file.

**ARTICLE VI**

**CERTIFICATED EMPLOYER-EMPLOYEE RELATIONS (CEER) COMMITTEE**

6.1 There shall be a committee established of three (3) members appointed by the President of UFO and three (3) members appointed by the President/Superintendent of Ohlone College.

6.2 Meeting schedules may be established, modified and/or supplemented by mutual agreement.

6.3 The sole purpose of the committee is to maintain a viable and effective channel of communication between the District and the UFO.

6.4 The District agrees to place on the committee agenda contemplated changes in Board policy and regulations which may have a specific impact on a unit member(s) entitlement, in a mandatory topic of bargaining as specifically set forth in Section 3543.2 of the Educational Employment Relations Act. The District will not institute any contemplated changes in mandatory subject of bargaining until such time as the UFO has agreed to such changes. The District will consult pursuant to the Educational Employment Relations Act. Mandatory subjects of bargaining, which are not agreed upon may be the subject of meetings and negotiations when negotiations are mutually opened by the parties.

6.5 The UFO and the District agree that it is not the intent of this Article to change, whether by addition, deletion or modification, the provisions of this Agreement.

6.6 The UFO and the District agree that nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or the accumulation of any rights or privileges other than those expressly stated or implied herein. Parties agree that past practice,
standards, obligations, and commitments of the Board to its employees are rejected mutually as a condition of entering into this Agreement except as provided in 6.4 above.

ARTICLE VII

HEALTH & WELFARE

7.1 Medical, Dental, Vision, and Life Insurance

2001-2002: Effective July 1, 2002, the District will provide medical insurance programs offered through the California Public Employees’ Retirement System (CalPERS). Bargaining unit members may elect to purchase at their own expense medical insurance through and from the CalPERS Program or a private carrier. The District contribution toward medical, dental, life, and vision insurance programs will end on June 30, 2002, when on July 1, 2002, the District will add to each cell of the salary schedule a sum of money which previously was a contribution to the insurance benefits program. An automatic payroll deduction shall occur for each full-time faculty member to cover the premium cost of the required insurance benefits of dental, life, and vision.

7.1.1 Not later than January 1, 1997, or as soon thereafter as practicable, the District shall implement a flexible benefits plan pursuant to Internal Revenue Code Section 125. The plan shall at least contain the same elements and requirements as the flexible benefit plan provided to management employees of the College District. Compensation as provided in Article VIII, SALARY, is designed to allow use of insurance programs.

7.1.2 Domestic Partner Benefits
For purposes of the section 7.1.2, the term “domestic partners” shall be defined to include those individuals who meet the requirements for domestic partnership which are set forth in California Family Code section 297.

The District shall conform to all state and/or federal laws regarding domestic partnerships. In order to conform to such said laws, the employee and/or retiree must file with the Secretary of the State of California a Declaration of Domestic Partnership as stated in Family Code section 297.

7.1.3 Benefits for Part-Time Employees
To the extent feasible, the District shall make available to Part-Time Unit Members group medical, dental, vision and life insurance at the unit member’s expense at no cost to the District.

7.2 Early Retirement
A unit member may apply for early retirement benefits (medical insurance coverage) from the District under the following conditions:

7.2.1 The employee must be at least fifty-five (55) years of age and not more than sixty-four (64) years of age on the retirement date.

7.2.2 The employee must have rendered at least ten (10) years of full-time service to the District.
7.2.3 The employee shall have the option of paying the premium to cover his/her spouse and/or dependents during the employee's participation in this program.

7.2.4 The District’s obligation for a contribution under this program shall not exceed $450 and the employee is obligated to pay any amount of premium necessary which may include the District’s contribution.

7.2.5 The District shall provide for employees participating in this program, medical benefits to the same extent provided full-time employees, for the employee only. Said coverage shall cease upon any one of the following occurrences:

7.2.5.1 The employee reaches age sixty-five (65); or

7.2.5.2 The employee dies or otherwise terminates participation in the program; or

7.2.5.3 The employee is employed by another employer who provides paid medical benefits for its employees, or

7.2.5.4 Failure of the employee to pay the insurance premium.

7.2.6 Any retired employee who permanently resides outside of the service area of the District provided medical plans and who is therefore unable to utilize the service of any of the medical plans, may contract for medical insurance available in the geographic location of the unit member's residence and elect the College District, on proof of insurance, to contribute an amount up to that which is specified in Section 7.2.5 herein, or the amount of the individual unit member's insurance premium, whichever is the lessor amount.

7.2.7 All regular permanent full-time unit members on retiring at age 65 or later, may by paying their own premiums directly to the District, continue in the school group medical plan for active employees at the same rates and benefits or continue in said plan at reduced rates for those enrolled in Parts A and B of Medicare.

7.3 **Retiree Medicare Contributions**

7.3.1 The District will contribute up to 50% of the Medicare part "A" premium for any unit member who retires after the effective date of this Agreement and who has reached his/her 65th birthday, conditioned upon all of the following:

7.3.1.1 The Unit member must have rendered at least ten (10) years of full-time service to the District.

7.3.1.2 The Unit member must have attained at least age 55 before retirement from the District unless physically or mentally disabled and certified for STRS disability retirement prior to age 55.

7.3.1.3 The retiree at age 65 does not qualify for Medicare Part "A" because he/she is deficient in the required 40 quarters of Social Security credit as certified by the Social Security System.

7.3.1.4 The retiree must at age 65 or older, contribute 50% of the Medicare Part "A" premium throughout the period of District contributions.
7.3.1.5 At the time of any District contributions toward Medicare Part "A" premium, such contributions shall continue during eligibility only so long as is determined by the product of the number of unaccrued required quarters of Social Security which, when added to Social Security quarters previously earned and accrued totals 40 quarters of eligibility, times the number three (3). Thus, each month District contribution is equal to one-third (1/3) quarter of Social Security eligibility.

EXAMPLE

After age 65 if a retiree has been credited with thirty (30) quarters of Social Security eligibility towards Medicare “Part A” coverage, the District's contribution will last only thirty months (3 x 10 quarters), unless otherwise extinguished as provided herein.

7.3.1.6 As an alternative, the retiree may elect the District contribution of 50% be applied to the District individual medical plan selected from Article 7.1. providing the District's contribution remains equal to or less than it would be if the retiree elects to be covered under Medicare Part "A."

7.3.2 Notwithstanding satisfaction of the above conditions the above provisions shall be extinguished upon the happening of any condition subsequent as follows:

7.3.2.1 Federal legislation is enacted which impacts upon and/or effects Medicare Part "A" eligibility providing such legislation contains coverage equal or greater than that provided by Medicare Part "A" as presently exists.

7.3.2.2 The District will hold an election to select Medicare coverage for eligible employees. There will not be any retroactivity implied by these provisions.

7.4 Notification of Retirement

7.4.1 A unit member who elects to retire must submit a notice of intention to retire from the District at least one semester prior to the semester in which the employee retires.

7.5 Tuition fee Waiver for Emeritus Faculty

7.5.1 The District shall reimburse the tuition fees for emeritus faculty members who enroll in Ohlone College credit classes.

ARTICLE VIII

SALARY

8.1 The salary schedule attached hereto as Appendix A and B for full-time faculty shall continue in effect throughout the term of this agreement unless otherwise amended.

8.1.1 WSCH/FTEF Growth Formula
Weekly Student Contact Hours per Full-Time Equivalent Faculty (WSCH/FTEF) ranges represent the conditions upon which the full-time faculty and part-time salary schedules (Appendix A, B and Appendix C) are increased as the District receives additional state
revenue, the calculation of which is based on earned and funded growth percentage and a growth multiplier factor. Application of the calculated percentage occurs on the salary schedule in the school year subsequent to the year in which the growth is earned.

The DISTRICT agrees to implement the growth calculation, for as long as the current contract language remains unchanged, in the same manner as for 2003-2004.

<table>
<thead>
<tr>
<th>WSCH/FTEF RANGES</th>
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<th>Earned &amp; Funded Growth %</th>
<th>Percent on Schedule</th>
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<tr>
<td>Above - 525</td>
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</tr>
</tbody>
</table>

(Example: if during the 1999-2000 school year earned and funded growth percent is 3.5\% and WSCH/FTEF is 491, the product of the multiplier times the earned and funded growth percent is 1.33\% \(0.38 \times 3.5\% = 1.33\%) which is applied to each cell of the salary schedules for the 2000-2001 school year.)

8.1.1.2 WSCH Advisory Committee: The UFO and the District agree to commit their combined efforts to improve the efficiency of the delivery of educational services to students pursuant to the above-referenced WSCH/FTEF provision as a means to improve the financial condition of the District. An advisory committee of three (3) administrators appointed by the District and three (3) faculty members appointed by the UFO will serve as needed in an effort to discuss and consult over improving WSCH/FTEF. Such consultation will include recommendations for division/department WSCH targets and methods for improving WSCH/FTEF, subject to the discretion of management regarding class sizes. UFO and the District agree to cooperate in the commitment to reach division/department targets based on WSCH Advisory Committee recommendations.

8.1.2 Class Size Load Factor

Instructors who teach classes which meet the class size load factors below (at first census) shall be credited with the following, beginning Spring Semester, 2011:

- 65 to 80 student enrollment = 2 extra units
- 81 to 95 student enrollment = 3 extra units
- 96 or above student enrollment = 4 extra units

8.2 Longevity Stipend: A unit member with sufficient years of applicable District service shall be entitled to receive longevity stipends as indicated on the applicable salary schedule.

8.3 Music/Drama/Art/Forensics Stipend: A full-time or part-time unit member responsible for a major production in the Music or Drama Department shall receive a **Five Hundred Sixty-One Dollars (\$561) stipend for each major production authorized by the District and the Music or Drama Department (**Effective Fall Semester, 2012).
8.3.1 A full-time or part-time unit member responsible for the Art Gallery Exhibits shall receive a **One Hundred Eighty-Five ($185) stipend per show to a limit of fifteen (15) stipends in a school year for all Art Gallery Exhibits (**Effective Fall Semester, 2012).

8.3.2 A full-time or part-time unit member responsible for forensics (debate) coaching assignments shall receive a **One Hundred Eighty-Five ($185) stipend per debate contest to a limit of ten (10) stipends in a school year for all debate contests combined (**Effective Fall Semester, 2012).

8.3.3 Stipends will automatically adjust with the full-time faculty salary schedule as it increases.

8.4 Compensation for Coaching Assignment:

8.4.1 A full-time faculty member assigned as the head coach of a sport shall receive a stipend of **One Thousand Six Hundred Seventy Dollars ($1670) in addition to his/her regular load assignment (**Effective Fall Semester, 2012).

8.4.2 A full-time faculty member assigned as the assistant coach of a sport shall receive a **One Thousand Five Hundred Ten Dollars ($1510) stipend in addition to his/her regular load assignment (**Effective Fall Semester, 2012).

8.4.3 A part-time faculty member, assigned as the head coach of a sport, shall be compensated at the appropriate laboratory hourly compensation rate for the number of activity hours designated times the number of weeks applicable to the season of the sport to which assigned. Additionally, a part-time faculty member assigned as the head coach of a major sport shall receive a stipend of **One Thousand Six Hundred Seventy Dollars ($1670) (**Effective Fall Semester, 2012).

8.4.4 A part-time faculty member assigned as an assistant coach in a sport shall receive a stipend of **One Thousand Five Hundred Ten Dollars ($1510) (**Effective Fall Semester, 2012).

8.4.5 A coaching intern shall receive a stipend of **Eight Hundred Twenty Dollars ($820) (**Effective Fall Semester, 2012).

8.4.6 Stipends will automatically adjust with the full-time faculty salary schedule as it increases.

8.5 Part-Time Hourly and Overload Faculty

8.5.1 Effective Fall Semester 1998, maximum initial placement for experience at a Western Association of Schools at Colleges accredited two (2)-year or four (4)-year college/university only shall not exceed Step 2 except as otherwise provided by this agreement.

8.5.1.1 The District reserves the right to waive any or all of the maximum stated in 8.5.1 if the President/Superintendent or designee determines it is necessary in order to employ qualified faculty.

8.5.1.2 Parity Incentive Compensation: The added cost of the highest step on the part-time hourly and overload faculty salary schedule shall be paid with state parity Funds. Parity Funds not expended shall be carried over and banked. In the event
that State Parity Funding is eliminated or insufficient to pay for this Step, the available funding, if any, shall be pro-rated. In the event that State Parity Funding is paid in a manner different from the way it was paid in the 2003-2004 academic year, the parties shall meet and negotiate in good faith to implement the intent of this provision.

8.5.1.3 Part-Time Faculty Flex Participation: The District will provide compensation of up to a maximum of three (3) hours at the normal hourly rate for one fixed flex divisional meeting plus any other authorized flex activities per semester to which part-time faculty attend.

8.5.1.4 Part-Time Faculty Mandatory Trainings: The District will provide compensation of $32.50 per hour for mandatory trainings/workshops. Attendance to the workshops are not included in the calculations of workload. For example, ancillary duties and stipends are not included under the “67% Rule” covered by California Education Code 87482.5

8.5.2 Teaching faculty unit members who have provided teaching in one (1) course or more at Ohlone College for two or more terms since Fall Term 1983, shall be placed on Step 1. Teaching faculty unit members who have provided teaching in one (1) course or more at Ohlone College for four or more terms since Fall Term 1983, shall be placed on Step 2. Teaching faculty unit members who have provided teaching in one (1) course or more at Ohlone College for six or more terms since Fall Term 1983, shall be placed on Step 3. For the Fall Semester, 2004, and thereafter, teaching faculty unit members shall advance one step for each 12 semester units taught at Ohlone College. For purposes of advancement to Steps 4 and 5, units taught prior to the Fall Semester, 2004 and after advancement to Step 3 shall be counted. See attached “Criteria for Movement to Step 4 or Step 5”.

8.5.3 Nursing Faculty Placement on Part-Time Pay Schedule

8.5.3.1 Initial placement on the part-time pay schedule for nursing faculty will be at the discretion of the District and it's designated representative(s) (e.g. nursing director).

8.5.4 Overload

8.5.4.1 Regular full-time faculty assigned on an hourly overload basis shall be placed on highest step.

8.5.5 Cash Balance Plan

8.5.5.1 As soon as practicable, the District shall implement a STRS Cash Balance Plan for part-time faculty in lieu of Social Security.

8.5.6 Part-Time/Overload Pay By Course
The District shall implement single contracts for part-time and overload unit members based upon a systematic pay by course (assignable workload hours) for part-time and overload faculty calculated on a 16.4 hours per weekly basis for all semester-long courses and/or their equivalent. Part-time employees shall receive five (5) equal payments over the semester the course is being taught.

8.6 Contract Education
Current Contract Education instruction shall be compensated at the hourly rate of $40/hour or higher in certain exceptional cases. The District will inform the Certificated Employer-Employee Relations (CEER) Committee pursuant to Article VI of any exceptional cases where the hourly rate exceeds $50/hour. However, nothing shall be construed to limit the District from acting where because of circumstances it is reasonably necessary to do so notwithstanding whether CEER has communicated its advisory opinion on the subject. The parties acknowledge and agree that in some cases time is of the essence and District action to exceed the $50/hour rate is necessitated before it can meet with CEER. Contract Education courses shall be denoted by the suffix “CE” on the assignment contract signed by the Contract Education instructor.

Contract Education course vacancies shall become a matter of general notice to the District faculty.

8.7 Counselor Contract
Effective July 1, 1994, counselors shall be assigned a base work year of 185 duty days within any school year. Counselor salaries pursuant to the base work year of 185 duty days shall be set forth on a separate salary schedule. District and employee agree to pay their respective share of contributions to the State Teacher's Retirement System as is permitted by STRS regulations. The counselor’s workday schedule shall be determined by the District, however, counselors may indicate desired work days.

8.8 Salary Payment

8.8.1 Pay Period
Pay period shall be by calendar month for certificated employees, with warrants issued on the last normal working day of the month.

8.8.2 Payroll Deductions
8.8.2.1 Insurance
When authorized by the employee, deductions will be made for insurance premiums under the insurance programs approved by the Governing Board.

8.8.2.2 Professional Association Dues
When authorized by the employee, deductions may be made for dues to professional associations when approved by the Governing Board. However, at such a time as an employee organization is recognized as the exclusive representative for any employees in the negotiating unit will only be made to the exclusive representative.

8.8.2.3 Contributions to Charitable Organizations
When authorized by the employee, deductions may be made for contributions to charitable organizations when approved by the Governing Board.

8.8.3 Direct Deposit
8.8.3.1 Direct Deposit
All full-time and part-time faculty members will enroll in direct deposit effective July 1, 2012. Faculty members not currently enrolled in direct deposit prior to July 1, 2012 who are unable to enroll in direct deposit will be grandfathered and will not be required to enroll. The district will notify current members of this change as soon as feasible and offer voluntary enrollment.

8.9 Compensation for members of the faculty bargaining unit shall include but not be limited to:
8.9.1 Salary as memorialized in Appendix A and B of the existing Agreement
8.9.2 Class and Step
8.9.3 Salary – Fringe Impact
8.9.4 Health and Welfare Benefits
8.9.5 Additional Costs as related to the implementation of the Agreement

ARTICLE IX

EARLY RETIREMENT PROGRAM (REDUCED WORKLOAD)

9.1 The District shall provide for the reduction of certificated employee workloads in accordance with the provisions agreed to herein which reflect compliance with the Education Code, Government Code, and the provisions and/or rules of the State Teachers Retirement System. The intent is to allow eligible unit members to phase in their retirement program through reduced workloads and to continue to accrue health and final retirement benefits as if the employee had continued on a full-time basis, conditioned upon all of the following:

9.1.1 The unit member must reach the age of 55 prior to the first day of the academic term for which a reduced workload is requested and work reduction begins.

9.1.2 The unit members must have been employed full-time in the District in a certificated position for at least ten years, of which the immediately preceding five years were full-time employment without a break in service. An authorized leave of absence shall not constitute a break in service for the purpose of this Article but neither shall time spent on a leave of absence count towards the five years of full-time service required by this section.

9.1.3 The option of participation in said program shall be initiated by the unit member and subject to the approval of the Board of Trustees. A formal written request must be submitted to the District by March 1 of the preceding year. The request, submitted on a District application form, shall be reviewed along with all other applications for the forthcoming year by the Early Retirement Program (Reduced Workload) Committee, comprised of two (2) members selected by the UFO and two (2) members selected by the District. All applications will be transmitted from the committee to the President/Superintendent. Those recommended for approval by the committee shall be arranged in priority order. The President/Superintendent will review all applications, and submit them with recommendations to the Board. The District will endeavor to inform the unit member in writing of the action of the request at least 30 days prior to the beginning of the effective academic term. The decision of the Board of Trustees shall not be subject to the grievance provisions of this Agreement.

9.1.4 In the event that the applicant's request is not granted for reasons which may include: it creates unusual or difficult staffing problems, it adversely affects the full-time to part-time faculty ratio, or it is not in the best interest of the Department or the College, the employee shall be allowed to reapply for the program in any subsequent year.

9.1.5 The maximum period during which a certificated employee's contract may be reduced under this Article shall be five years. At the conclusion of the period, during which a
certificated employee shall retire, and such retirement shall in any event be automatic and irrevocable. During the first or second year of the reduction in contract under this article, the certificated employee may submit a written request to return to full-time employment at the beginning of the next academic year. Such a request shall be granted if it is received by the Board on or before March 1 of the first College year or March 1 of the second College year under this Article, and only if there is written consent of the District.

9.1.6 A certificated employee whose contract has been reduced under this Article shall retain all paid benefits afforded full-time certificated employees and shall receive the pro rata share of the salary he or she would have earned had he or she continued full-time. In addition, the employee shall retain, on a pro rata basis, all other rights and benefits of regular full-time certificated employees which are not in conflict with this Article.

9.1.7 The minimum part-time employment shall be the equivalent of one-half the number of days of service required by the employee's contract of service in a full-time position. The employee may request as a minimum an assignment which is fifty percent (50%) for each quarter or semester in the academic year, or any assignment which averages fifty percent (50%) or more for the academic year. The specific assignment including days and times of work during a school year, shall be made by the President/Superintendent or his designee. The employee may request a meeting to discuss the District-designated assignment and days and times of required services prior to final determination.

9.1.8 The District and the employee shall each contribute to the State Teachers Retirement Fund the amount that would have been contributed if the employee had continued on a full-time basis.

9.1.9 All regular duties required of full-time employees in similar assignments shall be performed during the dates the employee is on duty. This includes attendance at District-called meetings, faculty meetings, department meetings, and other regularly scheduled College activities. The employee may also be eligible to serve voluntarily on any committee.

9.1.10 Employees on optional reduced workload program status are not eligible for sabbatical leaves.

ARTICLE X

PART-TIME FACULTY RIGHTS

10.1 Part-time Faculty

Full-time faculty vacancies will be posted on the five public posting boards on campus: Human Resources, Board Room, Mail Room, Staff Lounge, and Buildings and Grounds. Additionally, the vacancies will be listed in campus newsletters when it is possible within publication time lines.

10.2 Part-time faculty may apply for full-time faculty vacancies. Part-time faculty who have been employed at least two semesters during the past three (3) years and shall be considered minimally qualified in any discipline within which the part-time faculty member has served in the prior and/or current semester unless the qualifications of the member are deemed insufficient by non-locally prescribed regulations.
Part-time faculty who are at least minimally qualified within the requirements of this provision shall not be screened out during the initial application/documents review for the vacancy, although being minimally qualified does not guarantee the part-time faculty applicant an interview.

10.3 Part-time faculty shall be permitted to participate in the tax-sheltered annuity program to the extent allowable by law and District procedures.

10.4 Computer Access for Part-Time Faculty
The District shall provide computer access for part-time faculty at two (2) Fremont campus locations.

10.5 Access to Location for Part-Time Faculty Office Hours
Ohlone Community College District will provide a location or locations for adjunct faculty to hold office hours for students. The location(s) may change as facility needs and facility space changes. UFO and

Human Resources will update a listing of location(s) available for adjunct faculty for office hours when needed.

10.6 Termination and/or removal of a Part-Time Faculty during a school semester
The governing board may terminate the employment of a temporary employee at its discretion, in accordance with Board Policy and/or the Education Code at the end of a day or week whichever is appropriate. The decision to terminate the employment is not subject to judicial review except at the time of termination.

Before making a final determination to dismiss or remove a Part-Time Faculty member during a semester, the parties agree to notify UFO and discuss the reasons and findings (provided that the faculty member gives written authorization for the district to discuss with UFO) of an investigation. The Parties further agree that the district will notify the Part-Time faculty member of his/her right to be represented throughout the process by UFO.

Immediate removal from the classroom before the end of a day or week:

In circumstances where it is clear that imminent danger will occur to the students or the faculty member, the faculty member may be removed immediately from classroom responsibilities until the completion of the investigation of the charges. The investigation will follow district procedures. The Parties further agree that any such investigation must be completed within twenty (20) district instructional days. The parties agree to notify UFO and discuss the findings of the investigation (upon written consent of the faculty member) before a determination is made to dismiss the faculty member during the semester.

ARTICLE XI

REASSIGNED TIME

11.1 Any unit member or group may request reassigned time not covered in 3.1.8 and 3.1.9 of this contract, from the designated representative of the District. The District may also initiate reassigned time without a request from a unit member or group.
11.2 A unit member or group requesting reassigned time in excess of the full-time load must document the performance of the minimum 40 hours, which includes required tasks as detailed in the Article 3.2 of this contract.

11.3 When a unit member or group requests reassigned time, the District may provide the reassigned time:

11.3.1 If the unit member or group verifies and documents s/he has actively participated for the last two years in campus committees or functioned as a club advisor or been active in the Faculty Senate or the Executive Council of the UFO, and

11.3.2 If the unit member can document that s/he is fulfilling his/her thirty-hour-a-week, on-campus, work assignment according to the District's Policy/ Regulation Manual Section 3.2, and

11.3.3 If the unit member or group has complied with the provisions of Section 11.2 above.

11.4 Any unit member receiving reassigned time will not obtain an overload greater than one s/he has had within the past two (2) semesters. A unit member with reassigned time normally should not have a load greater than 120%.

11.5 Any reassigned time that the District granted that continues in effect for two or more years shall normally remain stable unless the District can provide a rationale for change.

11.6 Coaching and production assignments are considered a part of the unit member’s regular load and are not considered reassigned time.

ARTICLE XII

TRANSFER AND ASSIGNMENT

12.1 A transfer is a relocation of a unit member from one campus to another campus or extension site (e.g. Newark, Ohlone, Washington H.S., etc.).

12.2 Any unit member may request a transfer from one campus or extension site to another campus or extension site.

12.3 The District may initiate a transfer based upon the needs and interests of the District. The District will consult with the unit member regarding the transfer and will consider the needs and interests of the unit member.

12.4 If a unit member is required to provide instruction at two different campuses and/or extension sites during any day as part of their regular load, the District shall reimburse the employee for mileage from one campus and/or extension site to another according to the established District mileage reimbursement rate upon submission of appropriate documentation.

ARTICLE XIII
13.1 **Evaluation Policy and Procedure for Faculty Personnel**

The illustration below describes the overall evaluation project at Ohlone College. Note that there are three subjects (or evaluatees) of evaluation: 1) teaching faculty, 2) counselors, and 3) librarians. The sources of information or comments will be from self-review, students, peer, and administrative-review. When an evaluation is needed for a particular staff member, information will, therefore, be available from these four sources.

![Evaluation Process Diagram]

**13.2 General Guidelines**

13.2.1 Faculty members undergo an evaluation according to the following status and frequency:

   a. Regular faculty at least once every three years.

   b. Contract faculty at least once in each academic year, normally during the Fall Semester. The third year process may be waived by the Vice President; with the recommendation of the Peer Evaluation Committee.

   c. Adjunct faculty within the first year and thereafter at least every six semesters (including non-continuous service).

13.2.2 The faculty member will discuss a method of peer evaluation with his/her manager and the peer evaluation and review methods for his/her self-evaluation in compliance with College-wide guidelines.

13.2.3 The faculty member shall participate in self, peer, administrative, and student evaluation.
13.2.4 The faculty member may file a grievance for violation of procedures only (not evaluation substance). No peer, student, or self-evaluation procedure or substance may be the subject of a grievance.

13.2.5 Faculty members shall serve on the Peer Evaluation Committee at least once every three years after the achievement of tenure.

13.2.6 **Peer Evaluation Committee** - See (13.6.C.)

13.2.7 **Peer Evaluation Committee** - (Adjunct Faculty only) Will consist of one (1) faculty member in the department or related area and will be selected by the administrator with every attempt to have the peer evaluator agreed upon mutually.

13.3 **General Timeline**: Specific time-lines in any particular year shall be created by the Instruction Office.

**FIRST SEMESTER EVALUATIONS**

<table>
<thead>
<tr>
<th>August/Sept</th>
<th>Instruction/Student Service Office prepares and Distributes list of faculty participating in evaluation; Peer Evaluation Committee meets, chairperson elected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sept/ October</td>
<td>Orientation of all faculty for Peer Review; Selection of Evaluation Process Peer Visitation/Video/ISW begins; Self-Evaluation submitted</td>
</tr>
<tr>
<td>November</td>
<td>Student evaluations completed (instructors and librarians) Peer Evaluation Committee meets and evaluations completed; evaluation summary and materials forwarded to appropriate Dean</td>
</tr>
<tr>
<td>December</td>
<td>Appropriate Dean meets with faculty member regarding evaluation</td>
</tr>
</tbody>
</table>

**SECOND SEMESTER EVALUATIONS**

| January | Instruction/Student Services Office prepares and distributes list of faculty participating in evaluation; Peer Evaluation Committee meets, chairperson elected; Student evaluations completed (counselors) |
| February | Orientation of all faculty for Peer Review; Selection of Evaluation Process |
| March | Peer Visitation/Video/ISW begins; Self-Evaluation submitted |
| April | Student evaluation completed (instructors) Peer evaluation completed; Peer Evaluation Committee meets; Evaluation summary and materials forwarded to appropriate Dean |
| May | Appropriate Dean meets with faculty member regarding evaluation |

13.4 **The Self-Evaluation Process** (Required)

A. **Purpose**: This process will assist the staff member in examining his/her objectives, premises, techniques and will cause her/him to be more aware of what he/she is doing. It
will also provide others with an understanding of the staff member and allow the
evaluator to take into consideration the evaluatee's statement of what it is he/she is doing.
Finally, in cases where an inquiry or question of performance arises, the individual self-
evaluation portfolio will provide the reader with significant information about the quality
of aspirations and achievement of the evaluatee.

B. Individuals Involved: The evaluatee.

C. Procedures:

1. A self-evaluation is required in every evaluation cycle. According to established
timeline, each staff member being evaluated will prepare a self-evaluation. The
self-evaluation includes a review of present strengths and weaknesses, professional growth, involvement in the educational community, comments on
inter-action with students, and a detailed analysis of some aspect of the
evaluatee's assignment (See Appendix G: items #1-5, Self-Evaluation Form,
Sections 3.9.3.6.1, 3.9.3.6.2, 3.9.3.6.3).

2. This self-evaluation portfolio will be filed with the Human Resources Office of
the College in a central location for access by only those College personnel who
need to inquire to prepare for some other evaluation process or for a general review
of the evaluatee. The most recent self-evaluations will be maintained in
this file and the previous self-evaluation(s) will be returned to the evaluatee.

3. In case some question arises about the performance of a faculty member, those
individuals responsible for conducting a general review will be able to examine
the self-evaluation portfolio submitted by that particular employee.

13.5 The Student Evaluation Process (Required)

A. Purpose: The process will assist staff members in examining how well they are fulfilling
their objectives, premises, and techniques. The process will also enable staff members or
evaluators in comparing the evaluatee's statements of what they are doing with the
students' assessment of what is being accomplished. Finally, in cases where an inquiry or
question of performance arises, the student evaluations will provide the evaluator with
significant information about the actual performance of the evaluatee.

B. Individuals Involved:

1. For Teaching Faculty--all students in one semester, or from students in each
different course taught in a year before the end of the fall semester of the year the
instructor is to be evaluated.

2. For Counselors--self-programming students as well as those students assigned to a
counselor.

3. For Librarians--all students who wish.

C. Procedures:

1. Teaching Faculty--During the semester the instructor is evaluated, a student will
distribute the forms to all of the teacher's classes according to the timeline. The
student is to administer the evaluation by distributing forms, reading instructions
attached to the packet, collecting the completed forms, counting them, and sealing the packet. The student will indicate on a sheet provided, the course, instructor, number of forms in the packet, number of forms completed, date completed, and sign the appropriate place. Then the student will deliver the sealed envelope to an administrator as designated. After the instructor has submitted all the grades for the semester, she/he will open the sealed envelope in front of the appropriate administrator or his/her designate and obtain copies of the student evaluations. If the instructor chooses, the administrator or her/his designate may separate the forms and forward the appropriate copies. A copy of the student evaluation will be placed in the file.

2. Counselors--Forms will be distributed prior to spring semester registration to all continuing day students in their registration materials packets. After students have completed the forms, they will be deposited in a closed box at the registration table. A secretary will separate the forms by counselor and place them in an envelope and seal the envelope. At the end of the evaluation period, the Administrator will open the sealed envelopes in front of the counselor and the counselor shall take her/his copy. If the counselor chooses; the administrator, or her/her designate may separate the forms and forward the appropriate copies. A copy of the student evaluation will be placed in the file. Student evaluations over four (4) years old will be removed from the file and given to the counselor.

3. Librarians--Forms will be available to the library according to the timeline. After students have completed the forms, they will be deposited in a closed box at the circulation desk. A secretary will separate the forms by librarian and place them in an envelope and seal the envelope. At the end of the evaluation period the Administrator will open the sealed envelopes in front of the librarian and the librarian shall take his/her copy. If the librarian chooses, the Administrator or his/her designate may separate the forms and forward the appropriate copies. A copy of the student evaluation will be placed in the file. Student evaluations over four (4) years old will be removed from the file and given to the librarian.

13.6 The Peer Evaluation Process (Required)

A. Purpose: The process will assist staff members in examining their objectives, techniques, and accomplishments. The process will also enable staff members to concurrently and mutually develop and define individual professional goals and to seek and consider alternative solutions. Finally, in cases where an inquiry or question of performance arises, the peer group evaluation portfolio will provide the reader with significant information about the quality of aspirations and achievement of the evaluatee.

B. Individuals Involved: All faculty

C. Procedures: A faculty member may request a peer group evaluation. The composition of the group shall be peers within or outside the faculty member’s discipline. Administrators have the option to request a peer group evaluation. The members of the group will be selected by the administrator with every attempt to have the group agreed upon mutually.

Peer groups will develop their own method(s) of evaluating each participant. In the implementation of the peer process, no faculty member will be required to reveal any information, including any of that gathered in any phase of the evaluation process, other
than that which he or she so desires. In order to obtain the optimum benefit of the peer group, members should share the self-evaluations and student evaluations with other members of the peer group. To ease the task of the examination of the student evaluations, it is suggested that each member of the group submit a summary of the information gleaned from the student evaluations to colleagues in the peer group. Among the methods from which the peer groups select are:

1. Observing instructors' classes
2. Video tapes
3. Review of instructional materials
4. Discussion of objectives and goals
5. (ISW) Instructional Skills Workshop
6. Examination of professional contributions to the educational community. Individuals who feel that there are significant problems in their peer groups can appeal to the appropriate Administrator.

Peer groups are to submit to the appropriate Administrator a summary according to the timeline, on each individual in the group. Summaries are to be in narrative form. Summaries should describe the method(s) used for the evaluation, the type of interaction taking place in the peer group, and alternate courses of action taken to reach each individual's professional goals.

Only the most recent peer evaluations will be maintained in the file. After four (4) years, peer evaluations will be given to the evaluatee.

13.7 The Administrative Evaluation Process (Required)

A. **Purpose:** The process will assist staff members in examining their objectives, premises, techniques, and should enable them to be more aware of their accomplishments. The administrator after examining the self-evaluation, student evaluation, peer evaluation, and classroom evaluations when applicable, will have the opportunity to guide and direct theevaluatee.

B. **Individuals Involved:** All faculty

C. **Procedures:** The appropriate administrator will meet, with the faculty members to discuss the self-evaluations, student evaluations, peer evaluations, and classroom evaluations when applicable.

If the administrator would like to observe the faculty member in the performance of duties, he/she may. If the faculty member would like the administrator to observe him/her in the performance of duties, he/she may do so.

The appropriate administrator will meet with the faculty member during the evaluation year to discuss his/her self-evaluation, student evaluations, peer evaluations, and classroom evaluations when applicable.
The appropriate administrator will prepare a written summarization of the results of the discussion with the faculty member. Both the administrator and the faculty member will sign the written summarization. It is understood the faculty member's signature means that he/she has read the statement. If the faculty person disagrees with the written summary, he/she will so indicate on the written summary stating those areas of disagreement. One copy of the signed summarization will be given to the faculty member, and one copy will be placed in the central file.

Administrative evaluations will be maintained in the file for eight (8) years and then returned to the evaluatee.

ARTICLE XIV

CALENDAR AND FLEX TIME

14.1 Effective fiscal year 1994-95, the librarians and instructor's calendar will consist of 175 days.

14.2 A flex day shall consist of six (6) hours.

14.3 The individual part-time faculty member will be reimbursed at his/her normal hourly rate for flex activities in which he/she participates up to a maximum limit determined by District in section 8.5.1.4.

14.4 Effective fiscal year 1995-96, the program will consist of two (2) required flex days (one fall and one spring) and two (2) optional flex days, which shall be implemented in the fall.

ARTICLE XV

HOLIDAYS AND LEAVES

15.1 Leaves

15.2.1 Sick Leave
Each full-time certificated employee will be granted as sick leave for each school year, the equivalent of one day per working month as provided in the regular ten-month contract. Sick leave may start after one day of service. Such sick leave shall be for not less than ten (10) days per school year. There shall be credited to each new certificated employee the number of days of sick leave which may have been credited to him or her by the District in which the employee had immediately preceding employment.

A. An instructor will notify a dean or the Vice President, Instruction of an illness as early as possible before absence.

B. Unused portions of allowed sick leave will accumulate indefinitely; however, unused cumulative sick leave will be canceled when employment with the District is terminated and will not be compensated for in terminal pay.

C. The President/Superintendent may require a physician's certification or other proof of illness at the employee's expense before allowing payment
for days of absence due to illness, accident, or quarantine, in excess of three consecutive work days.

D. An employee, when on leave of absence, except sick leave, will maintain any prior sick leave rights which may have accumulated but will not accumulate any additional sick leave during the period of leave.

E. Deductions for any person placed under quarantine will be made on the same basis as if the employee were ill.

F. A full-time unit member who has used all his/her accumulated leave and cannot work because of illness, yet does not qualify for disability, will have the actual cost of replacement deducted from his/her salary for a period not to exceed five (5) months. If part-time replacement(s) are not possible, the Dean or appropriate manager will make an effort to discuss the replacement with the President of UFO or a designee before employing a full-time substitute. If a substitute is not employed, the amount that would have been paid a temporary replacement shall be deducted in accordance with Education Code Section 87780.

15.2.2 Industrial Accident and Illness Leave of Absence

A. A certificated employee who has been continuously employed in the District shall be eligible for industrial accident and illness leave. The number of days of leave allowed for one accident or the total number of days allowed in one fiscal year for one accident shall not exceed, sixty. (60) days. A day of leave for purposes of this section shall be defined as a day during which school is in session or a day when the employee would otherwise have been required to perform work for the District.

B. Allowable leave of absence as described in this section shall not accumulate from one year to another.

C. Industrial accident or illness leave shall commence on the first day of absence. Such leave will be reduced one day for each day absent regardless of a temporary disability award.

D. During this period of absence employees shall receive that portion of their monthly salary which when added to the temporary disability compensation will not exceed their normal monthly salary. The District shall deduct retirement, income tax, and all other authorized deductions from salary payments made under the provisions of this section. Prior to receipt of salary payments made to an employee under the terms of this leave, a copy of the Employers’ Report of Industrial Injury must be filed by the Vice President, Business Services.

E. Upon expiration of the sixty (60) days of industrial accident or illness leave, employees may elect to take as much of their accumulated sick leave as is necessary which, when added to their temporary disability compensation, will result in payment to them of not more than their normal monthly salary. For payroll purposes sick leave taken under this section shall begin upon the termination of the industrial accident or illness leave.
F. During all paid leaves of absence as herein described, the employee shall endorse to the District all temporary disability compensation checks received.

G. In order to receive benefits under this section, an employee must remain in the State of California unless authorized to travel outside of the State by the Governing Board.

H. Periods of absence, paid or unpaid, taken under the provisions of this section shall not be considered a break in the service of the employee.

15.2.3 Leave for Illness of Family Member

A full-time employee may take 5 days of regular sick leave (half of the employee’s annual entitlement of 10 days of sick leave) to care for a sick spouse, parent, child, domestic partner, or domestic partner’s child.

Subject to the approval of the President/Superintendent, an employee may be granted two (2) days leave without loss of pay in the event of a serious illness of a member of the employee’s immediate family, with such time to be deducted from their regular sick leave. (These two days are in addition to the five days above for the spouse, parent, child, domestic partner, or domestic partner’s child).

Immediate family will be interpreted to mean the husband, wife, child, father, mother, sister, or brother of the employee, or any relative living in the immediate household of the employee. The provisions of this article may be applied to a father upon the birth of a child to his wife. (Please also see Personal Necessity section 15.2.8 if additional time is needed.)

15.2.4 Bereavement Leave

Bereavement leave with pay, up to three (3) consecutive days per occurrence, or five (5) consecutive days if out-of-state travel is required, will be provided to all certificated employees in the event of death in their immediate family. "Immediate family" means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, domestic partner son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

Bereavement leave of two (2) days per occurrence will be granted without loss of pay in the event of the death of one of the following members of the employee's family: sister-in-law and brother-in-law, and such leave will be deducted from the employee's accumulated sick leave allowance.

15.2.5 Pregnancy Disability Leave

Pregnancy Disability leave may be granted to certificated employees under the following rules and regulations:

A. An expectant certificated employee shall file a statement from her physician no later than the third (3rd) month of pregnancy indicating the estimated date of delivery and that the employee is in good health and that, in the physician's judgment, she can continue to carry on her assigned duties and responsibilities without danger to herself or her child.
B. The employee may request a leave four (4) months before the expected date of birth of the child, but may continue to work as long as her health will permit and as certified by her doctor. The employee's supervisor or the Dean shall make a monthly report verifying that the employee has carried out her duties and responsibilities on a regular basis. Any irregularities will be reported to the President/Superintendent who will determine whether the employee's leave should be started immediately. Irregularities would include absence from duty inconsistent with previous absence patterns or physical incapacity while working.

C. Upon termination of the pregnancy, the employee may return to work upon presentation of a certificate from her physician indicating that her health is such that she is able to resume her regularly assigned duties.

D. An employee disabled by pregnancy may request a pregnancy disability leave of absence. The pregnancy disability leave of absence is for the period of time that the employee is disabled up to a maximum of four months. While an employee is rendering service to the District and is not on leave, any period of actual physical disability, caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as any other physical disability and any accumulated sick leave shall be available to the employee. After the employee's accumulated sick leave is exhausted, the employee will receive differential sick leave pay during the time the employee is disabled until the differential leave is exhausted. Physical disability, for the purposes of this policy, shall be defined as a period during which the employee is unable to perform job-related duties.

E. The period of disability shall be determined by the employees' physician. The District may, at its option, obtain other medical opinions. Any period beyond, or in addition to, a period of physical disability, during which the employee wishes to remain away from the job, shall be treated as an unpaid leave of absence under Family and Medical Care Leave (15.2.10).

15.2.6 Military Leave

Certificated employees will be granted military leave as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified by a copy of the military orders requiring said military duty.

15.2.7 Court Appearances

Leaves of absence for jury duty or for court appearance as a witness, not brought about through the misconduct of the employee, pursuant to subpoena, will be granted with pay up to the difference between the employee's regular pay and any amount received as jury or witness fee exclusive of any travel allowance which might be paid. Any appearance as a defendant in a criminal proceeding or for personal business shall be without pay.

15.2.8 Personal Necessity Leave
Certificated employees may use up to seven (7) days per fiscal year of their accumulated sick leave for personal necessity. Advance permission shall be required for leave taken except for the following reasons:

A. Death or serious illness of a member of their immediate family ("immediate family" means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, or domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee). Serious illness is defined as illness, which may result in a permanent disability, requires hospital surgery, or where death is imminent. (Please also see 15.2.3 for Leave for Illness of Family Member).

B. Accident, involving their person or property, or the person or property of a member of their immediate family ("immediate family" means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.)

A written statement identifying the reason for using Personal Necessity Leave shall be filed with the Human Resources Officer within two (2) days of the employee's return to duty following leave for paragraphs A and B above.

15.2.9 Child Rearing Leave

15.2.9.1 One Semester Leave of Absence for Child-Rearing

Any full-time faculty member who is a biological or adoptive parent of a child/children under the age of twelve (12) years may be granted an unpaid leave of absence for a maximum of one semester for the purpose of rearing each child.

If an employee takes a Family and Medical Care Leave for the purpose of bonding with a newborn or newly adopted/placed child, the employee is not eligible to request this Child-Rearing leave until a full 12 months after the Family and Medical Care Leave for the purpose of bonding has ended, unless the employee is authorized in writing to do so by the Vice President of Academic Affairs.

Such Child Rearing leave shall be for a full semester and may not begin or end in the middle of any semester. Requests for such unpaid leave of absence shall be made to the Governing Board at least twelve (12) weeks prior to the first day of the semester. If the employee receives fringe benefits through the District, the employee must make arrangements to pay for fringe benefits with Human Resources prior to the unpaid leave.

15.2.9.2 Percentage Reduction in Workload Leave for Child-Rearing

Any full-time faculty member who is a biological or adoptive parent of a child/children may request to work a 60% workload in a semester for the purpose of child-rearing. Such reductions in workload may be requested one semester at a time and granted by the Vice-President of Academic Affairs for up to a maximum of five semesters. Compensation, benefits, and retirement shall be reduced proportional to the workload reduction.
An employee who is eligible as defined by the law may request a Family and Medical Care Leave for any of the following reasons: (1) the birth, adoption, or placement of a foster child, (2) the employee’s own serious health condition, or (3) a serious health condition of the employee’s child, parent or spouse.

Parents, adoptive parents, and foster parents regardless of gender may request this leave.

The Family and Medical Care Leave cannot exceed 12 workweeks in a 12-month period. Leave granted under any of the reasons provided by state and federal law will be counted as Family and Medical Care Leave and will be considered as part of the 12-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date any employee’s first Family and Medical Care leave begins. Successive 12-month periods begin on the date an employee first uses leave after the prior 12-month period has ended. Unused leave does not carry over from one 12-month period to the next 12-month period.

Employees may use their accrued sick leave during FMLA eligible leaves for (1) an employee’s own serious health condition, (2) a serious health condition of the employee’s child, parent, spouse, or domestic partner, or (3) the adoption of a child or placement of a foster child.

Please sections 15.2.9; and 15.2.5 for leaves related to birth, adoption and child rearing.

The District and UFO agree to comply with applicable Federal and State laws governing family and medical care leaves such as the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) for employees who are eligible for such leaves.

If the employee receives fringe benefits through the District, the employee must make arrangements to pay for fringe benefits with Human Resources prior to the leave.

Family and Medical Care leave is unpaid. In advance of pregnancy or adoption, a full-time faculty member may request that units from overload teaching be banked under Article XVII for use during a baby bonding Family and Medical Care leave to bond with a newborn or newly adopted child. (A full-time faculty member who may require a Family and Medical Care Leave for purposes other than baby bonding should contact Human Resources for information on the Catastrophic Sick Leave Donation program if the faculty member has used all accrued sick leave). See Article XVII for banking provisions.

A full-time faculty member must request in writing a baby-bonding leave of absence and the use of the banked units at least 90 days in advance of taking a baby-bonding leave to ensure District operations are not impacted, except in situations where the employee can demonstrate the need for the leave was not anticipated. A full-time faculty member must be approved in writing for a leave of absence for baby bonding purposes by the employee’s supervisor and the VP of Academic Affairs before the banked units can be used for a baby-bonding leave.

For employees disabled by pregnancy, the FMLA leave typically runs concurrently with the Pregnancy Disability leave, but the CFRA leave typically does not run concurrently with Pregnancy Disability leave and typically begins when the Pregnancy Disability leave has ended (except in situations where the pregnancy disability is for more than four
months). An employee with an extended pregnancy disability should discuss the specific situation with a Human Resources Department representative.

15.3 Sabbatical Leave

The objective of the sabbatical leave is professional improvement of the employee, which will benefit the College, the instructional program and, specifically, the students of the College. While the importance of including sabbatical leave is recognized, higher priority at Ohlone College shall be the instructional program and the offering of courses, which meet the needs of our students and the community. Budget priorities will place the needs of the College including the instructional needs of the students above sabbatical leave.

15.3.1 Faculty (Academic Employees)

All leaves and provisions thereof shall be as authorized by the California Education Code and the policies of the District.

A. After six (6) consecutive years of full-time professional service after first employment by the District or after returning to the District from a sabbatical leave, faculty will be eligible to apply for a sabbatical leave.

B. The maximum number of sabbatical leaves, which may be granted during any fiscal year shall not exceed five percent, rounded to the nearest whole number, of full-time, career contract faculty. When application of the five percent factor to the total number of full-time, career contract faculty members results in a fraction of .5 or more, the next higher number shall be determined to be the maximum number of sabbatical leaves that may be granted. If the number of applicants for sabbatical leave exceeds the number of leaves which may be granted, the sabbatical leave committee may identify alternates in ranked order.

C. Pay for certificated employees on sabbatical leave will be 70 percent for a school year or 100 percent for one semester. The pay for sabbatical leave shall be based on the regular salary schedule the individual would have received had he/she remained in a full-time teaching position. For determining sabbatical pay, pay received for overload teaching and other extra beyond the schedule will not be included. All staff benefits such as retirement, medical and dental benefits, and any future benefits made available to full-time certificated personnel will be continued during the sabbatical leave period.

Each person granted sabbatical leave must agree to return to the District and render a period of service in employ of the Governing Board of the District, which is equal to twice the period of time taken for sabbatical leave, or alternatively, reimburse the College for the full salary and institutional costs of fringe benefits received while on leave. If a faculty member returns, but fails to perform his or her full return-to-service obligation, then his or her repayment obligation shall be prorated. Any repayment obligation shall be due in full, immediately or through a mutually agreed upon repayment plan.

A faculty member who cannot perform his or her return-to-service obligations due to death or permanent or total disability, shall be released of all repayment obligations. Determination of a faculty member’s permanent and total disability shall be made by the Board of Trustees. A promissory note will be required to be executed at the commencement of the sabbatical leave. (See Appendix P)
D. A person receiving funds from any source including but not limited to salaries, wages, grants, consultancies, other than the District, shall not receive funds from the District which when combined with such other funds received exceeds the amount he/she would have received from the District salary schedule as a full-time staff member during that period. A notarized sworn statement of all funds received during the period of leave will be submitted and any funds due the District returned within sixty (60) days after returning from leave.

E. Applications for sabbatical leave will be solicited annually and all persons eligible may apply. No priority will be given to individuals who have applied previously and not been granted a leave. Applications must be submitted to the Professional Growth and Development Committee not later than January 15 prior to the school year during which the proposed leave is to begin. The application will include a full statement of the purpose and plans for the use of such leave.

F. First priority shall be given to sabbatical leave applications relating to teaching assignments, whether academic work toward a degree, special courses, or other learning experiences.

G. All applications for sabbatical leave will be transmitted from the committee to the President/Superintendent. Those recommended for approval by the committee shall be arranged in priority order. The President/Superintendent will review all applications and submit them with recommendations to the Board. If any person(s) approved for sabbatical leave withdraw(s) their request, the President/Superintendent may submit recommendations for alternate(s) to the Board. The Board shall within its sole discretion approve/disapprove each sabbatical leave.

H. Changes to an approved sabbatical leave proposal, of either a temporal or substantive nature, shall require Board of Trustees approval.

1. Requests for changes in the inclusive dates of a Board approved sabbatical leave shall be reviewed by the Vice President, Instruction, who will make a recommendation to the President/Superintendent. This review shall include a summary of the impact the change would have on the educational program and an analysis of the potential costs to the District. Changes, other than requests for cancellation of an approved sabbatical leave, will not be considered after May 15.

2. Requests for changes to an approved sabbatical leave proposal of a substantive nature, are to be reviewed by the sabbatical leave committee, which will forward its recommendation to the President/Superintendent. Requests to change the substance of a sabbatical leave proposal will be considered by the committee, only, if received on or before May 1.

I. The recipient of the sabbatical leave shall, within sixty (60) days after returning to service at the College, submit to the President/Superintendent a written report of the activities during the leave, including copies of materials developed and/or transcripts of course work completed, and substantive evidence of completion of all aspects of the sabbatical application purpose and plans. After sixty (60) days after receipt of the written report, the President/Superintendent, with approval of the Board, shall notify the recipient if the filed report is considered satisfactory.
15.4 Academic Leave

Subject to the recommendation of the President/Superintendent and to approval of the Board of Trustees, academic leave may be granted to full-time tenured faculty members for the purpose of academic study or work experience related to their area of instruction for a period of one or two semesters.

Individuals granted this type of leave will not receive salary from the District during the period they are on academic leave.

A full-time faculty may request in writing that the President approve the use of up to 6 banked units for Academic Leave reasons. The President must approve in writing before the banked units can be used for Academic Leave. A full-time faculty member may submit such a request no more than once per year. The President will not approve the use of banked units by the same instructor more than one in a five-year period for this purpose.

A full-time faculty member may elect to use banked units under Article XVII for the purposes in Article XVII or for compensation during an otherwise unpaid academic leave subject to the rules in Article XVII and the additional rules in this section.

The objective of the leave is professional improvement of the employee, which will benefit the College, the instructional program and, specifically, the students of the College. While the importance of including academic leave is recognized, higher priority at Ohlone College shall be the instructional program and the offering of courses, which meet the needs of our students and the community. Budget priorities will place the needs of the College including the instructional needs of the students above leave.

Changes to an approved leave proposal, of either a temporal or substantive nature, shall require VP of Academic Affairs approval.

All staff benefits, medical and dental benefits, and any future benefits made available to full-time certificated personnel will be continued during the leave period.

The recipient of the academic leave shall, within sixty (60) days after his/her return to service at the College, submit to the President/Superintendent a written report of the activities during the leave, including copies of materials developed and/or transcripts of course work completed, and substantive evidence of completion of all aspects of the purpose and plans of the leave. After sixty, (60) days, after receipt of the written report, the President/Superintendent shall notify the recipient if the filed report is considered satisfactory.

15.5 Professional Conferences

Professional conferences are those conferences sponsored by educational organizations, institutions of higher learning, and government and industry concerning teaching, learning and educational research.

Requests for attendance are submitted through the Department Head, appropriate Director, appropriate Supervisor, and forwarded to the President/Superintendent for approval at his/her sole discretion. A follow-up report of the conference shall be submitted to the appropriate Supervisor.

15.6 Observations at Outside Institutions Including Business and Industry
Released time and/or travel expenses may be provided for individuals to visit outside institutions for the purpose of observing new techniques, equipment, facilities, programs, etc.

Applicants must demonstrate a clear relationship between the activity and instructional improvement.

Requests for attendance shall be submitted through the department Head, appropriate Director, appropriate Supervisor, and forwarded to the President/Superintendent for approval. A follow-up report of the observations shall be submitted to the appropriate Supervisor.

**ARTICLE XVI**

**PROFESSIONAL RANK**

16.1 **The Plan for Professional Rank**

Professional titles shall be awarded to full-time members of UFO on the following basis:

**Definitions and Limitations:**

*Faculty* is defined to include teachers, librarians, counselors, and administrators.

*Professional Rank* is limited to full-time staff on ten (10)-month or longer contracts.

*Units* are semester units. Quarter units are converted to semester units by multiplying by two-thirds.

*Experience* is full-time employment in an educational institution for at least seven (7) calendar months of the academic year.

Five (5) years of senior high school teaching shall be the maximum credited for professional rank purposes; two (2) years shall be the maximum for elementary and junior high school; no limit is placed on junior college, four-year college, and/or university experience.

*Vocational Credential* is any credential issued by the State of California for teaching vocational subjects.

16.2 **Requirements for Professional Rank**

D. The rank of *Professor* shall be granted to any faculty member with:

1. An earned Doctorate with 8 years experience.

2. An earned Masters plus 40 units or Bachelors plus 70 units and including a Masters with 14 years experience.

E. The rank of *Associate Professor* shall be granted to any faculty member with:

1. An earned Doctorate with 4 years experience.
2. An earned Masters plus 40 units or BA plus 70 (including a Masters) and with 6 years experience.

3. An earned MA with 10 years teaching experience.

F. The rank of Assistant Professor shall be granted to any faculty member with:

1. An earned Doctorate.

2. An earned MA plus 40 units or BA plus 70 units (including a Masters) with 2 years experience.

3. An earned MA with 4 years experience.

4. An earned BA with 6 years experience.

D. The rank of Instructor shall be granted to any faculty member not meeting the requirements of the other ranks.

16.3 Professional Rank for Holders of Vocational Credentials

Faculty members in occupational fields with vocational credentials may attain professional rank by one of the following methods:

A. By the methods stated in Section 16.2, or

B. Optional method for attaining professional rank through vocational experience:

1. Professor
   a. Vocational Credential, Masters Degree, and 14 years experience
   b. Vocational Credential, BA Degree, and 16 years experience

2. Associate Professor
   a. Vocational Credential, Masters Degree, and 6 years experience
   b. Vocational Credential, BA Degree, and 10 years experience

3. Assistant Professor
   a. Vocational Credential, Masters Degree, and 2 years experience
   b. Vocational Credential, BA Degree and 4 years experience
   c. Vocational Credential, AA Degree, and 8 years experience
   d. Vocational Credential and 12 years experience

16.4 Other Conditions Relating to Professional Rank
A. Any faculty member upon attaining 20 years of service at Ohlone College shall be awarded a title, which is one step higher than that to which he/she is assigned according to the above schedule.

B. A faculty member’s promotion to a higher professional rank shall be accepted by the College upon achievement of a prescribed university and/or college work and presentation of official transcript and official verification of experience and shall be effective the next July 1.

C. Ordinarily, all probationary faculty members without experience will be granted the title of "Instructor." However, if a new member comes to the College with a superior background (Ph.D., national recognition, outstanding experience or service in their field, etc.) he/she may be granted the rank of Assistant Professor or Associate Professor during the period of probation upon the recommendation of the President/Superintendent, Vice President, Instruction, the President of the Faculty Association, and favorable action by the Governing Board.

D. A professional rank assigned to an instructor shall be followed by a discipline, department, or division designation, which encompasses a major assignment. (For example: Associate Professor, Social Sciences; Assistant Professor, English; Associate Professor, Aviation.) The area designation will be recommended by the President/Superintendent, Vice President Instruction, President of the Faculty Association to the Governing Board for action.

E. Part-time faculty will be classified for purposes of professional rank as "Instructors" regardless of degrees held or years of teaching experience. However, part-time instructors currently holding professional rank from another institution of higher education will have the professional rank held by that institution recognized by Ohlone College.

ARTICLE XVII

BANKING

17.1 Banking of Units
Regular permanent full-time unit members may, at the option of the employee, request units earned for part-time overload teaching be banked.

17.1.1 If a full-time faculty member is interested in banking units they must notify in writing their supervisor and Human Resources of the intent to bank by the end of the first week of the overload assignment.

17.1.2 The parties recognize that unit members who teach a full load which includes four (4) courses of English Composition 101A (16 units) in an academic year (both semesters combined) are typically not able to teach additional part-time overloads during such a full load academic year. Therefore, English instructors who teach a full load, which includes four (4) courses of English Composition 101A as described herein may in the next scheduled summer session apply any teaching (for credit courses) under the provisions of this article for the purpose of banking units for use during a granted leave.

17.1.3 Faculty may bank up to fifteen (15) units for use during an otherwise unpaid Family and Medical Care leave for baby bonding purposes and up to six (6) units for an academic leave.

17.1.4 Banked units, once the total desired units have been attained, must be used or paid out within three (3) years. Refer to banking form (Appendix Q) for additional guidelines.
17.1.4.1 Unused banked units are paid out at the dollar amount of the rate of pay in effect when the units were originally banked.

17.1.5 For leave approval process refer to Article 15.4 for Academic Leave and Article 15.2.10 for Family and Medical Care Leave (FMLA and CFRA).

ARTICLE XVIII

MISCELLANEOUS REGULATIONS

18.1 Policy on Equivalency

Full-Time Faculty Seeking to Serve in an Additional Discipline or To Qualify for Additional Faculty Service Areas

Faculty who are already employed under a contract may qualify for new disciplines or additional faculty service areas only if they meet the requirements specified in the Ohlone College Disciplines List, possess qualifications that are at least equivalent to those specified in the Ohlone College Disciplines List, or possess an appropriate credential. Those who believe that, although they lack both the specified qualifications and an appropriate credential, and they do possess the equivalent shall be subject to the process described above except that the process shall begin when a faculty member submits a request and provides all documentation required of a new candidate for hire. A committee from the discipline shall be convened which will review that material and find the faculty member qualified or not qualified to teach in the discipline. A determination of equivalency by the committee does not guarantee or require assignment (see Appendix M).

18.2 Outside Employment or Study
In order to ensure that the primary means of employment is not jeopardized, the permission of the President/Superintendent should be obtained, and will generally be granted, before an employee accepts outside employment for more than an average of six (6) hours a week or enrolls for more than four (4) semester hours of study.

18.3 Telephone
Telephones are provided for the sole purpose of conducting College business. No personal calls shall be made except in case of emergency. Employees shall not cause any long distance telephone or any other charges to be billed to the District unless prior authorization from the employee's immediate supervisor has been obtained.

18.4 Change of Name and Address
Employees must notify their immediate supervisor, the Vice President, Business Services, and the Human Resources Officer in writing, immediately of any change of name or address.

18.5 Civil Rights of Employees
The Governing Board recognizes the right of any employee of the District to take or refrain from taking a stand on a political issue and to support or oppose any issue or candidate. Such activities, however, must be conducted on the employee's own time and off the premises of the District. The employee will exercise reasonable care to show that such actions are taken in their capacity as a private citizen.

18.6 Child Abuse Procedures
The District will abide by its obligation to take action with regard to child abuse reporting requirements.

The procedures listed below will be followed to ensure consistency in communicating to outside agencies, cases of suspected child abuse.

A. If any employee* observes or has knowledge, that a minor has physical injury or injuries which appear to have been inflicted upon the minor by other than accidental means by any person, that the minor has been sexually assaulted, or that any injury prohibited by the terms of the Penal Code (willful cruelty or unjustifiable punishment) has been inflicted upon the minor, he/she shall report such fact by telephone as soon as practically possible to the local police department and in writing (on Form SS 8572), within thirty-six (36) hours to a child protective agency. A copy of such report shall be sent to the Human Resources Officer by the employee. The report shall be maintained by the College in such a way as to ensure confidentiality.

*Nursing, MOA and RT instructors assigned to pediatric clinical classes shall report suspected instances of child abuse and shall do so in accordance with the Penal Code and the guidelines established by the health care agency to which they are assigned where such guidelines do not inhibit them from carrying out their legal obligations.

B. Early Childhood Studies students shall report suspected cases of child abuse to the College's Child Lab Coordinator or designee who shall then take appropriate action.

No person making such report without malice shall incur any civil or criminal liability as a result of making any report authorized by law.

18.7 Public Complaints Against Employees
In order to protect employees from unreasonable public complaints or charges, and at the same time grant an administrative channel to ensure due process, the following procedures shall be adhered to:

A. All Complaints should normally be submitted in writing to the President/Superintendent/designee.

B. The President/Superintendent/designee shall conduct a thorough investigation of all the complaints deemed to warrant such action or as the law provides.

C. The employee shall be notified by the administrator, assigned to the case of the investigation at the point the District finds the claim has merit. The employee has the right to submit to the administrator, a written response to the allegations within ten working days of being notified of the investigation.

18.8 Electronic Communications And Information
The Electronic Communications and Information Technology policy is attached as Appendix "L."

ARTICLE XIX
TERM, RECOGNITION, AND CONTRACT CLAUSES

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19.1 Except as may otherwise be provided, this Agreement will become effective upon completion of the ratification process by both parties, and shall remain in full force and effect through June 30, 2014.

19.2 The party proposing to amend or modify this Agreement for a subsequent term shall submit a written notice of such intent during the month of December preceding the expiration date of the Agreement. Included with such written notice will be three (3) complete copies of all proposed modifications.

19.3 The receiving party shall have not more than thirty (30) calendar days from date of receipt to prepare and submit three (3) complete copies of its proposal to the initiating party.

19.4 Upon completion of public notice requirements, negotiations will commence at a time and location mutually acceptable to the parties.

19.5 It is agreed and understood that there will be no strike, sickout, work stoppage, slowdown, picketing, except as protected by the First Amendment of the Constitution, or refusal, or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the UFO, its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

19.6 During the term of this Agreement, the UFO expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the UFO at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

19.7 During the month of December the UFO shall submit its proposals for modification relative to Article VIII, SALARY, and up to three (3) additional Articles of its choice. The District will, thereafter, present its proposals relative to the UFO proposals and up to three (3) additional Articles of its choice.

ARTICLE XX

INTELLECTUAL PROPERTY

20.1 It is the policy of the District to encourage its faculty members to create materials as an inherent part of the educational mission of colleges.

20.2 Definitions

A. "Materials" include, but are not limited to, these listed below:

1. Books, texts, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests, manuscripts, poems, essays, and memoranda;

2. Lectures, musical or dramatic compositions (including accompanying words and music), and unpublished manuscripts;
3. Films, filmstrips, slides, charts, transparencies, presentations developed using computer software, and other visual aids;

4. Video and audio CDs, disks, computer files, tapes, and cassettes;

5. Live video or audio broadcasts;

6. Programmed and instructional materials;

7. Computer programs and/or software in any medium;

8. Works of art or models;

9. Processes;

10. Machines;

11. Manufacture of tools and other articles;

12. Chemical compositions;

13. Scientific and musical instruments;

14. Sound recordings in any medium;

15. Architectural works;

16. Interactive audio/visual software systems in any medium;
17. Data collection instruments for conference workshop presentation;

18. Materials for conference presentations.

B. In this article, “reply primarily” shall mean the following:
If the copyrighted or patented material is prepared because the District supplies extra or special support directly for that purpose, the product is considered substantially supported by the District and there is additional resource cost to the District. “Extra” or special District support includes those support costs which would not have been incurred by the District in the absence of the development of the project. For example, concurrent use of District facilities generally does not generate additional out-of-pocket costs to the District. If extra or special District support is provided, the District will specify that extra or special support in writing.

C. In this article, “right to copyright” shall mean the following:

1. The right to obtain a copyright

2. The right to obtain a patent

3. The right to derive royalties

20.3 The right to claim the copyright shall be as follows:
20.3.1 The faculty member may claim the right to copyright material if it was created outside the course of the faculty member’s employment with the District. Copyright on materials unrelated to the faculty member’s employment with the District shall belong solely to the faculty member.

20.3.2 The faculty member may claim the right to copyright material that has been developed using District resources but where the faculty member did not rely primarily on District facilities, equipment or support services for the development of materials.

20.3.3 If the faculty member relies primarily on District facilities, equipment or support services but develops the work on his/her own time, the faculty member shall retain the right to copyright the material, but shall grant to the District an unrestricted license to use the material without cost.

20.3.4 The District may claim the right to copyright material if the project was commissioned by the District, if the project is “work for hire” (i.e., the work was created by the faculty within the scope of employment or at the instance and expense of the District).

20.3.5 At any time, the District and faculty member(s) may enter into a separate agreement for a specific project. In this case, the right to claim copyright will be governed by the terms of the specific agreement.

20.3.6 Responsibility for registration of copyright/patent will lie with the owner of the copyright.

20.4 If the District wishes to videotape, broadcast, or televise any classroom, laboratory, or other instructional activity, it will first obtain the permission of the faculty member. Before the District may enter into an agreement for commercial redistribution of videotaped, broadcast, or televised instructional activity performed by a faculty member as part of his/her employment with the District,

the District will first obtain the written permission of the faculty member. All the profits from such commercial redistribution will be held by the District.

ARTICLE XXI

ORGANIZATIONAL SECURITY – DUES DEDUCTION

21.1 Organizational Security

21.1.1 Except as expressly exempted herein, for the duration of this Agreement, all unit members who do not maintain membership in good standing in the UFO are required, as a condition of continued employment, to pay service fees to the UFO in amounts that do not exceed the periodic dues of the UFO.

21.1.2 No unit member shall be obligated to pay dues or service fees to the UFO until the first of the month following thirty (30) calendar days after the unit member first comes into the bargaining unit.
21.1.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to the UFO as a condition of employment. However, such unit members shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- Ohlone Foundation - General Scholarship Fund
- Ohlone Foundation - Jim Klent Chemistry Endowment
- Ohlone Foundation - Smith Center Endowment

21.1.4 Any unit member claiming this religious exemption must file a written request for exemption with the UFO. If the request is granted, the unit member shall, as a condition of continued exemption from the requirement of paying service fees to the UFO, furnish the UFO with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

21.1.5 Unit members who are adjunct faculty members shall be subject to dues/service fee deductions only when and in the amount specified in written notice from the UFO to the District.

21.2 Dues and Service Fee Deductions

21.2.3 The UFO has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District from unit members in the bargaining unit.

21.2.4 The District shall deduct, in accordance with the UFO dues and service fee schedule, dues, service fees, or payments to charity in lieu of service fees from the wages of all unit members who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the District. Such authorizations shall remain in effect until expressly revoked in writing by the unit member.

21.2.5 The District shall, without charge, pay to the UFO within fifteen (15) days of the deduction, all sums so deducted except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of any unit member whose request for religious exemption pursuant to this Agreement have been approved by the UFO.

21.2.6 Along with each monthly payment to the UFO, the District shall, without charge, furnish the UFO with a list of all bargaining unit members, including the amount deducted, if any, and whether such deduction is for dues, service fees, or charitable contributions.

21.2.7 Nothing contained herein shall prohibit a unit member from paying service fees directly to the UFO.
21.2.8 The District shall immediately notify the UFO if any member of the bargaining unit revokes a dues, service fee, or payment in lieu of service fee deduction authorization.

21.2.9 The District shall deduct and pay to the UFO service fees for each unit member who is not a UFO member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless the UFO notified the District that the unit member is paying such fees directly to the UFO.

21.3 Indemnification and Hold Harmless

21.3.3 The UFO agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

21.3.4 The UFO agrees to indemnify and hold the District harmless from any award or judgment which may result from a court action or administrative action referenced in 21.3.1 above.

21.3.5 The UFO shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 21.3.1 or 21.3.2 shall or shall not be compromised, resisted, defended, tried, or appealed.

By signature below the parties agree to the terms and conditions of this document which will be effective when signed by the UFO and District Chief Negotiator and approved by the Board of Trustees and ratified by the UFO membership.

Executed and entered into this 16TH day of December, 2011.

OHOLONE COMMUNITY COLLEGE

UNITED FACULTY OF OHOLONE

________________________________________

________________________________________

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________________________________________
# APPENDIX A

## Fall Semester, 2011

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</table>

1. An additional two percent (2%) 24-year longevity step increase at the completion of 24th year of full-time service will apply to this schedule.
2. Effective July 1, 2002 = schedule increased by $6722.
3. Effective Fall 2002 - 2% greater step added class I step 15, class II step 18, class III step 19, class IV step 20, class V step 21, class VI step 21.
4. Effective Fall 2002 - 2.15%Cola added
5. Effective Fall 2002 - 2.728%WSCH added
6. Effective Spring 2003 - $900 added to each step, benefit money
7. Effective Fall 2003 - .8175%WSCH added
8. Effective Spring 2004 - 1.14% weighted average benefits cost added
9. Effective Fall 2004 - 4.0% added (2.41% COLA, .957% WSCH 03/04, .633% WSCH 02/03)
10. Effective Spring 2006 - 5.00%COLA
11. Effective Fall 2005 - 5.00%COLA
12. Retroactive to Fall 2006 - .44% WSCH
13. Retroactive to Fall 2007 - 4.53% COLA & 1.04% WSCH
14. Effective Fall 2009 - .665%WSCH
15. Effective Fall 2010 - .665%WSCH

Effective Fall 2010 Benefit Dollars: $9,991.99
## APPENDIX B

### Fall Semester, 2011

<table>
<thead>
<tr>
<th>STEP</th>
<th>CLASS I (Bachelors Degree)</th>
<th>CLASS II (Masters Degree)</th>
<th>CLASS III (MA + 30, BA + 60 w/Masters)</th>
<th>CLASS IV (MA + 45, BA + 75 w/Masters)</th>
<th>CLASS V (MA + 60, BA + 90 w/Masters)</th>
<th>CLASS VI (Doctorate)</th>
<th>STEP</th>
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<tbody>
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</table>

(Prorated from Faculty Schedule = Faculty Schedule Salary divided by 175, then multiplied by 185).

1. An additional two percent (2%) 24-year longevity step increase at the completion of 24th year of full-time service will apply to this schedule.
2. Effective July 1, 2002 = schedule increased by $6722
3. Effective Fall 2002 - 2% greater step added class I step 15, class II step 18, class III step 19, class IV step 20, class V step 21, class VI step 21.
4. Effective Fall 2002 - 2.15% Cola added
5. Effective Fall 2002 - 2.728% WSCH added
6. Effective Spring 2003 - $900 added to each step, benefit money
7. Effective Fall 2003 - .8175% WSCH added
9. Effective Fall 2004 - 4.0% added (2.41% COLA, .957% WSCH 03/04, .633% WSCH 02/03)
10. Effective Spring 2006 - 5.00% COLA
11. Effective Fall 2006 - 5.00% COLA
12. Retroactive to Fall 2006 - .44% WSCH
13. Retroactive to Fall 2007 - 4.53% COLA & 1.04% WSCH
14. Effective Fall 2009 - .665% WSCH
15. Effective Fall 2010 - .665% WSCH

Effective Fall 2010 Benefit Dollars: $9,991.99

12/2011
APPENDIX C
OHLINE COLLEGE - ADJUNCT FACULTY
Fall Semester, 2012

<table>
<thead>
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<th>HOURLY LABORATORY RATE</th>
<th>STEP (Experience Year)</th>
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PAY PER ONE (1) CREDIT SEMESTER LECTURE/LAB UNIT

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<tr>
<th>STEP (Experience Year)</th>
<th>LECTURE RATE</th>
<th>LABORATORY RATE</th>
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<td>$1,343</td>
<td>$1,171</td>
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</table>

1. Effective Fall 2002 - 2.15% COLA added
2. Effective Fall 2002 - 2.728% WSCH added
3. Effective Fall 2003 - .8175% WSCH added
4. Effective Fall 2004 - Add Step 4 (After 12 units taught on Step 3)
5. Effective Fall 2004 - Add Step 5 funded by Parity funds (After 12 units taught on Step 4) - should Parity funding not be available, faculty on Step 5 will be assigned to Step 4
6. Effective Fall 2004 - .957% WSCH added
7. Effective Spring 2006 - 5.0% COLA added
8. Effective Spring 2006 - Add Step 6 funded by Parity Funds (After 2 seemsters taught at Step 5) - subject to Article 8.5.1.3 of UFO Contract (Parity Incentive Compensation)
9. Effective Fall 2006 - 5.0% COLA added
10. Effective Fall 2006 - Step 7 will be added to the salary schedule governed by past practice for step advancement
11. Retroactive to Fall 2006 - .44% WSCH added
12. Retroactive to Fall 2007 - 1.04% WSCH added
13. Effective Spring 2008 - 4.53% COLA added
14. Effective Fall 2009 - .665% WSCH added
15. Effective Fall 2010 - .665% WSCH added
16. Effective Fall 2012 - remove first three steps from this salary schedule, leaving four steps

Revised 11/30/11
1. **Salary Placement Regulations**

1.1 Maximum initial placement in each class is as follows:
   
   Class I - Step 6; Class II - Step 7; Class III - Step 8;
   Class IV - Step 8; Class V - Step 8; Class VI - Step 9.

1.2 Credit for full time educational experience will be granted within the following limitations.
   
   a. Not more than two years' experience credit will be allowed for elementary and junior high school full time teaching experience.
   b. Not more than five years' experience credit will be allowed for senior high school experience credit or combination of "a" and "b",
   c. No limit on experience credit except as in "I" above will be applied for full-time college teaching experience.
   d. Placement as a result of related business or industrial experience may be applied toward salary placement at the rate of two years' work experience for one step on the salary schedule.

1.3 The District reserves the right to waive any or all of the maximum stated in 1.1 and 1.2 if the President/Superintendent or designee determines it is necessary in order to employ qualified faculty.

2. After initial employment, no individual will advance more than one step in the experience column in any one year.

3. Individuals will be advanced from one class to another at the beginning of the Fall Semester only. Individuals proposing to move from one class to another must provide official evidence of completion of requirements prior to the first day of duty for the Fall Semester.

4. For salary placement purposes a teacher with a Class-A T & I Credential is placed in Class I. Teachers with Class-A T & I Credentials with all courses completed are placed in Class II.

5. Part-time teaching experience at Ohlone College prior to a unit member becoming a full-time probationary or permanent certificated employee of the college, shall be considered for initial placement on the full-time salary schedule (Appendix B) conditioned upon the following:
   
   a. Only part-time teaching experience at the Ohlone Community College District will be applicable for part-time teaching experience credit on the salary schedule.
   b. Part-time teaching experience after a unit member becomes a probationary or permanent full-time certificated employee, shall not be applicable to step
placement on the full-time salary schedule, except where provided for in
other articles of this Agreement.
c. Part-time teaching experience will only be credited if it occurred after the
beginning of the fall term, 1979. No part-time experience credit prior to July
1, 1979 may be considered for salary schedule placement.
d. Part-time teaching experience may be credited on the basis of one year
experience credit for 30 part-time semester teaching units (or its equivalent
in quarter units) at Ohlone College.
e. For purpose of defining part-time teaching, the parties agree that work as a
part-time counselor, librarian or other part-time certificated employee shall
also apply. The amount of 1080 hours as a part-time counselor, librarian or
other part-time certificated employee shall be equal to one (1) year of
experience credit.
APPENDIX E

AMENDED MEMORANDUM OF UNDERSTANDING
By and Between
Ohlone Community College District
and the
United Faculty of Ohlone

MOVEMENT ON THE SALARY SCHEDULE

This Amended Memorandum of Understanding (MOU) by and between the Ohlone Community College District ("District") and the United Faculty of Ohlone ("UFO") is intended to address the sole issue of defining how faculty move on the salary schedule across columns. The parties (B. Tull and C. Rosenquist) discussed this subject on February 2, 2000, and agreed to the following:

1. The District will accept all faculty requests to take courses which have already been approved by the Vice President prior to November 11, 1998, and which may include some lower division courses.

2. The District and the UFO agree that beginning November 11, 1998, faculty members must obtain the Vice President or designee's approval prior to taking "upper division" or "graduate level" course work "related their position at "accredited institutions." Lower division or CEU courses will no longer be accepted for salary column movement.

3. All requests for movement across columns on the salary schedule must be submitted with official transcripts submitted/forwarded to Human Resources prior to August 1 of each year.

4. The parties agree to include in the Collective Bargaining Agreement the attached procedures on 1) Initial column Placement on the Faculty Salary Schedule; 2) Faculty Request for Column Movement; 3) Professional Growth and Development.

The signatories signify that they are the authorized representatives of the DISTRICT AND UFO as the proper parties to this MOU; that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral resolution have been completed in the manner required by that party or by the law; and that this MOU is hereby entered into without the need for further ratification or acceptance.

This Agreement is made in the City of Fremont, County of Alameda, State of California.

[Signatures]

Chris Rosenquist
Authorized Representative for the District
[Date]

Rafael C. M. Steele
Authorized Representative for the United Faculty of Ohlone
[Date]
APPENDIX E

INITIAL COLUMN PLACEMENT
ON THE
FACULTY SALARY SCHEDULE

1. Faculty are initially placed on one of the salary schedule columns based on degree and credit units earned in the discipline hired.

2. Column placement shall be based on upper division and graduate level courses taken beyond the earned Bachelor's degree in the faculty member's primary discipline and in subjects relevant to the faculty member's position.

3. If a faculty member has not earned a Bachelor's degree or has achieved a Bachelor's degree, they shall be placed and remain on Column I.

4. Faculty placement on columns II through V must have an earned Masters Degree from an accredited college or university in the area which the College has designated as the primary discipline.

5. Certificates, licenses, credentials, etc. may be part of minimum and desirable qualifications during the interview process, but shall not be used in column placement.

6. Units are counted as semester or equivalent (quarter units are converted to semester units by multiplying by two-thirds).

7. Initial column placement must use the same criteria as in Column Movement procedures.

8. After initial placement, faculty may not request to move across columns in their first contract year.

9. The District reserves the sole right to waive any requirements if the President/ Superintendent determines it is appropriate.

FACULTY REQUEST FOR COLUMN MOVEMENT

Faculty members are encouraged to take additional course work related to their position to enhance their knowledge in their respective disciplines. The following procedure allows faculty to qualify for additional pay on the salary schedule as an incentive to achieve higher learning and degree levels.

Faculty who have worked for the District for at least one school year may qualify for column movement by completing pre-approved additional course work to meet the requirements of the next column level(s).

1. Prior to taking classes, the faculty member must first obtain the Vice President or designee's approval. Courses must meet the following criteria:
   a. upper division or graduate level courses only at an accredited institution;
   b. in the faculty member's designated primary discipline or course work deemed related to the faculty member's position by the VP;
   c. units shall be semester or equivalent units (quarter units are converted to semester units by multiplying by two-thirds).
   d. courses must be for 'unit credit' and must be passed with a "C" or better. (Seminars, lower division, CEU, etc. courses will not be considered for salary column movement unless approved prior to November 11, 1998).

Upon approval, the Vice President or designee will send a copy of the signed, approved request to the faculty member. The original approved request is forwarded to Human Resources-Pending Files until such time as the faculty member submits transcripts verifying sufficient course work units for movement to the next column.

2. Upon completion of column milestones (Masters degree, M+30, M+45, M+60, PhD) faculty member submits a written request for column movement to Human Resources and orders official, sealed transcripts sent directly to Ohlone College Human Resources Department. Transcripts must arrive prior to September 1 for column movement to take effect that academic year.

3. Human Resources reviews the transcripts against the initial approved request(s) and verifies that the number of units taken qualifies for column movement. Once the request is verified and approved, Human Resources forwards new salary information to Payroll.
APPENDIX E

4. Faculty members who move to the next column are compensated at the new salary rate commencing the Fall Semester they requested movement and were deemed qualified.

5. Movement shall be lateral from one column to the next. (For example, the faculty member moves from Col. 2, step 5 to Col. 3, step 5) No faculty member may move down the steps of a column as a result of taking additional courses. Movement down the column occurs after one year of service and each year thereafter to the maximum salary in that column.

6. The District reserves the sole right to waive any requirements if the President/Superintendent determines it is appropriate.
APPENDIX E
COLUMN MOVEMENT ON SALARY SCHEDULE FORM

To: Dean
Vice President or Designee

From: _____________________, Faculty

Date: _____________________

SUBJECT: Approval to Take Courses to Advance on the Salary Schedule.

1. Area of Teaching

My primary assigned teaching area(s) is/are ___________________.
If courses are not directly related to the assigned teaching area(s) explain how they are related to your work:

__________________________

__________________________

2. Course Request

I am requesting authorization to take the following (See Appendix M) courses (attach copy of college catalog course description):

<table>
<thead>
<tr>
<th>Accredited College/Univ.</th>
<th>Course Number</th>
<th>Course Title</th>
<th>Semester or Quarter Units</th>
<th>Completion Date</th>
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Approved/Disapproved _____________________ Vice President/Designee _____________________

3. Column Movement Request

TO: Human Resources Department
43600 Mission Blvd.
Fremont, CA 94539

Date: _____________________

I have completed the above course(s) and have now obtained sufficient units to qualify for Movement on the salary schedule to column number _________. I have earned _______ semester units. I have requested official transcripts and/or submitted a completion certificate which will arrive prior to the due date of September 1.

__________________________ Signature _____________________ Date ____________________
### APPENDIX F
### OHLONE COLLEGE DISTRICT
### GRIEVANCE FORM

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<th>College</th>
<th>Department</th>
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<td>Date of Alleged Grievance</td>
<td>Date of Informal Discussion With Dean or Designee</td>
<td>Date of Oral Response</td>
</tr>
<tr>
<td>Date of Filing of This Statement</td>
<td>Specific Articles and Sections Alleged to Have Been Violated</td>
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</tbody>
</table>

**Employee’s Statement of Alleged Violation:** Provide full facts necessary to support violation and grievance. What is your position? Factual contention, what has occurred?

**State full belief, remedy, action, you believe is required to resolve this alleged grievance.**

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<td>Grievant Signature:</td>
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<th>President/Superintendent or Designee, Response to Alleged Grievance</th>
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<tr>
<th>Advisory Arbitration</th>
<th>Date of Receipt</th>
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<tbody>
<tr>
<td>Date of Board Meeting:</td>
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<td>Date of Decision:</td>
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</table>

The decision of the Board (if applicable)
1. Please describe what you consider your present strengths as a teacher.
   
   To help structure your description, here is a list of characteristics you might consider: Do you have command of the subject? Contrast various points of view? Do you keep current in your field(s)? Relate topics to other areas of knowledge? Make yourself clear? Summarize major points? Present material in an organized way? Provide emphasis? Are you, sensitive to the response of the class? Do you encourage student participation? Welcome questions and discussion? Enjoy teaching? Are you enthusiastic about your subject? Do you make the course exciting? Do you have self-confidence?

2. Professional growth:
   
   a) What are your goals and aspirations as a staff member of this college?
   
   b) What specifically have you recently done, are you doing, or are you planning to do to increase your effectiveness as a staff member of this college?

   c) What specific objectives do you have for the coming two years? When you update your evaluation, discuss whether you have met these objectives and list your objectives for the next two years.

3. a) Discuss your contribution to educational policies, methods, and the curriculum. Some examples: committee work, faculty organizations, educational and professional organizations, legislation concerning education, curriculum development, innovative methods, writing. Some will, of course, be very much involved in just one area. Others may make contributions in several areas.

   b) Optional: The self-evaluation will be considered complete if you do not wish to discuss this segment.

   How are you involved in the non-college community? Some staff members feel that what they do in the community has enhanced their effectiveness and is an important part of any self-evaluation. Some examples: political campaigns, service organizations, ecology groups, cultural organizations.

4. a) How would you characterize your interaction with students?

   b) How would you characterize your interaction with administrators and other staff members?
3.9.3.6.1 Self-Evaluation Form - Faculty (cont.)

5. Choose one course that you teach in any one semester and give an extensive analysis of the course. Outline the goals that you set in this course, what you want your students to know at the completion of the course, how you would like the students' attitudes to be enlarged by the course, the methods you use to accomplish your goals (tests, labs, study guides, course outlines, reference materials, etc.), procedures used to measure the attainment of goals.

***

3.9.3.6.2 Self-Evaluation Form - Counselors

**SELF-EVALUATION FORM - COUNSELORS**

1. Describe what you consider your strengths and weaknesses as a counselor.

   To help structure your description, these factors may be considered: What background do you have relative to your assigned position? Do you maintain a commitment to the college philosophy and objectives? Are you sensitive to the needs of your counselors? Are you sensitive to the needs of the faculty?

2. Professional growth:
   a) What are your goals and aspirations as a counselor at Ohlone College?
   b) What specifically have you done recently, are you doing, or are you planning to do to increase your effectiveness as a counselor of this college? Some examples: courses, workshops, research, in-service training, staff consultations.
   c) What specific objectives do you have for the coming two years? When you update your evaluation, discuss whether you have met these objectives and list your objectives for the next two years.

3. a) Discuss your contribution to educational policies, methods, and curriculum. Also, include your involvement with the community that has helped to communicate the philosophy and objectives of Ohlone College. Some examples: committee work, faculty senate, educational and professional organizations, legislation concerning education, curriculum development, innovative methods, research. Some will, of course, be very much involved in just one area. Others might make contributions in several areas.
   b) Optional: The self-evaluation will be considered complete if you do not wish to discuss this segment. How are you involved in the non-college community?
3.9.3.6.2 Self-Evaluation Form - Counselors (cont.)

Some staff members feel that what they do in the community has enhanced their effectiveness and is an important part of any self-evaluation. Some examples: political campaigns, service organizations, ecology groups, cultural organizations, drug counseling.

4. a) How would you characterize your interaction with students?

b) How would you characterize your interaction with faculty members, administrators and other staff members?

c) How would you characterize your interactions with individuals for whom you are directly responsible?

5. Choose one major area of responsibility (i.e., educational, vocational, personal/social counseling, or one of your major assigned corollary responsibilities -such as testing, financial aids, admissions, etc.) and give an extensive analysis including:

   a) The specific objectives you use to accomplish the assigned responsibility.

   b) The importance of this responsibility to the student.

   c) The methods or technique utilized to achieve this goal.

   d) The means by which the accomplishment of the responsibility is to be measured.

   * * *

3.9.3.6.3 Self-Evaluation Form - Librarians

SELF-EVALUATION FORM - LIBRARIANS

1. Please describe what you consider your present strengths and weaknesses as a librarian.

To help structure your description, these factors may be considered: What background and experience do you have relative to your position? How well do you know the library collection? How strong is your knowledge in various disciplines? Are you open to various points of view? In your area of primary responsibility, are your objectives and procedures understood and accepted by the various segments of the college community?

2. Professional growth:

   a) What are your goals and aspirations as a librarian of this college?
b) What specifically have you recently done, are you going, or are you planning to do to increase your effectiveness as a staff member of this college?

c) What specific objectives do you have for the coming two years? When you update your evaluation, discuss whether you have met these objectives and list your objectives for the next two years.

3. a) Discuss your contribution to educational policies, methods, and the curriculum. Some examples: committee work, faculty senate, educational and professional organizations, legislation concerning education, curriculum development, innovative methods, writing. Some will, of course, be very much involved in just one area. Others might make contributions in several areas.

b) Optional: The self-evaluation will be considered complete if you do not wish to discuss this segment. How are you involved in the non-college community?

Some staff members feel that what they do in the community has enhanced their effectiveness and is an important part of any self-evaluation. Some examples: political campaigns, service organizations, ecology groups, cultural organizations.

4. a) How would you characterize your interaction with students?

b) How would you characterize your interaction with faculty, administrators and other staff members?

c) How would you characterize your interaction with individuals for whom you are directly responsible?

5. Choose one major area of responsibility (i.e., educational, vocational, personal/social counseling, or one of your major assigned corollary responsibilities such as testing, financial aids, admissions, etc.) and give an extensive analysis including:

a) The specific objectives you use to accomplish the assigned responsibility.

b) The importance of this responsibility to the student.

c) The methods or technique utilized to achieve this goal.

d) The means by which the accomplishment of the responsibility is to be measured.

***
CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of Public Employment Relations Board in accordance with the Rules and Regulations of the Board; therefore

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of _____June 21, 1979____ that a majority of the valid ballots has been cast for:

UNITED FACULTY OF OHLONE

And that, pursuant to the Educational Employment Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below:

Shall Include: All full-time and part-time certificated employees.

Shall Exclude: All management, supervisory and confidential employees.

Signed at San Francisco, California

On the 21st day of June, 1979

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

[Signature]
Regional Director

PERB-218 (3-78)
APPENDIX I
ELECTRONIC COMMUNICATIONS AND
INFORMATION TECHNOLOGY POLICY

PREAMBLE

The College's electronic communications and computing facilities and network systems exist to support the instruction, research, professional, and administrative activities of the College. In general, the same guidelines that apply to the use of all college facilities apply to the use of college computing and communications resources. Supporting the college's goals to promote creativity, collaboration, and the free exchange of ideas in an open, caring community of learners, the computing systems and communications channels offer powerful tools for open learning and exchange of ideas.

1. PURPOSE

Fremont-Newark Community College District ("District") owns and operates a variety of communications and computing systems (hereinafter known as "District's Systems") which are provided for the use of District students, faculty, and staff. The computing systems are to be used for education, research, academic development, and other District business only. Commercial uses are specifically excluded. All students, faculty, and staff are responsible for seeing that the District's systems and facilities are used in accordance with this Policy, and all applicable laws and regulations.

This Policy addresses issues relating to acceptable use of the District's systems and computing facilities. Unacceptable use is prohibited, and is grounds for immediate loss of computing privileges, as well as discipline (up to and including dismissal or expulsion) or legal sanctions under federal, state, and local law. This Policy shall at all times be interpreted in accordance with state and federal law.

This Policy puts users of the District's computing systems on notice that communications and electronic files on the District's computing systems should in no way be considered as a secure medium for the communication, or storage of electronic files that are sensitive, private, or confidential. Because of the nature and technology of electronic communications and electronic file storage, the District can assure neither the privacy of an individual user's use of the District's systems, nor the confidentiality of particular messages, or other information, that may be created, transmitted, received, or stored thereby. The District reserves the right to, and may, monitor and audit all internal and external e-mail, voicemail, other communications, and electronic files sent or stored by employees and students, and all use of District provided Internet use, where there is reasonable suspicion, or as allowed by law. The District shall take steps to limit the number of those involved in monitoring the system.

Moreover, situations exist where the District may be compelled to access and disclose e-mail, voicemail, other communications, and electronic files. For example, electronic files may be discoverable in litigation, unless protected by a recognized privilege. In addition, e-mail, voicemail, other communications, and electronic files sent or stored by District officers and employees may be discoverable as a public record subject to public inspection under California's Public Records Act ("Act"). Government Code sections 6250-58.

2. USE AGREEMENT

All users of District's systems (including but not limited to telephone, modem, fax, PC, internet, videoconferencing, etc.) must read and comply with these Policies, as well as any additional guidelines established by the administrators of each system. BY USING ANY OF THE DISTRICT'S COMMUNICATIONS AND COMPUTING SYSTEMS OR FACILITIES, USERS AGREE THAT THEY UNDERSTAND, ACCEPT AND WELL COMPLY WITH THESE POLICIES.
Appendix I

Official Use is a use that supports or is related to the conduct of College business. In addition to activities required for one's job (e.g., research, professional growth, office correspondence and administrative functions), official use includes activities such as professional development and educational activities related to the user's work assignment, incidental perusal of information for educational or professional development related to the user's work assignment, etc., incidental and occasional use is permissible provided it is agreeable with the employee's area manager, consistent with this policy, and all College policies and procedures and does not:
- Directly or indirectly interfere with the College's operations of such resources;
- Burden the College with noticeable incremental cost;
- Interfere with the user's employment or other obligations to the College; or
- Constitute an "unacceptable use," as defined in this and other policies.

Users who elect to engage in such incidental use should do so with no expectation of personal privacy concerning the messages they compose, transmit, or receive. Furthermore, the user assumes all responsibility for backing up or maintaining personal files.

3. **DISTRICT RIGHTS**
The District's systems, facilities, and accounts are owned and operated by the District. The District's ownership includes, but is not limited to, all computers, software and/or software licenses, on-line accounts, e-mail facilities, voicemail and telecommunications systems, all network activity, and all electronic data except that covered by the "Intellectual Property Policy." The District reserves all rights, including termination of services without notice, to the computing resources which it owns and operates. These Policies shall not be construed as a waiver of any rights of the District, nor shall they conflict with applicable acts of law.
The District reserves the right to, and may, monitor and audit all internal and external e-mail, voicemail, other communications, and electronic files sent or stored by employees and students, and all use of District provided Internet use without consent of the user, where them is reasonable suspicion, or as allowed by law.

Furthermore, the user assumes all responsibility for backing up or maintaining personal files.

4. **PRIVILEGES**
Access and privileges on District computing systems are assigned and managed by the administrators of specific individual systems. Eligible individuals may become authorized users of a system and be granted appropriate access and privileges by following the approval steps prescribed for that system.
All access to due District's computer and communications resources, including the issuing of passwords, must be approved by a designee of the District.
Users may not, under any circumstances, transfer or confer these passwords or privileges to other individuals. Any account assigned to an individual shall not be used by others without written permission from the system's administrator. The authorized user is responsible for the proper use of the system, including any password protection.

Union use of the District's computing systems and resources shall be in accordance with due appropriate collective bargaining agreement Such use shall be in a manner that does not interfere with employee work performance.
5. RESPONSIBILITIES

A. System Environment
Users are responsible for maintaining an environment:
1. In which access to all District computing resources are shared equitably among users,
2. Which is conducive to learning,
3. Which is free of illegal or malicious acts, and
4. Which is secure.

B. System Administration
The Department Manager (system administrator) of each system component is responsible for setting minimum guidelines within which users must conduct their activities. This includes access and/or review capabilities. System administrators and individual departments may establish more detailed guidelines, as needed, for specific communications and computer systems and networks. These guidelines may include such issues as allowable connect time and disk space, handling of unretrievable mail, responsibility for account approval, and other items related to administering and maintenance of the District's systems.

C. User Agreements and Advisories
a) A user who uses the District's systems to harass, or make defamatory remarks, shall bear full responsibility for his or her actions. Such uses are prohibited. Further, by using these systems, users agree that individuals who transmit such remarks shall bear sole responsibility for their actions. Users agree that the District's role in managing this system is only as an information carrier, and that they will never consider transmission through this system as an endorsement of said transmission by the District.

b) Many of the District's systems provide access to outside networks, both public and private, which furnish electronic mail, information services, bulletin boards, conferences, etc. Users are advised that they may encounter material which may be considered offensive or objectionable in nature or content. Users are further advised that District does not assume responsibility for the contents of any of these outside networks.

c) The user agrees to comply with the acceptable use guidelines for whichever outside networks or services they may access through District systems.

d) Further, the user agrees to follow proper etiquette on outside networks.

e) The user agrees to responsibly avoid system misuse, including the spread of computer viruses, downloading unauthorized software, inappropriate mass mailings, fax or voice (spamming or mail bombing), etc.

f) The user agrees never to attempt to transmit, or cause to be transmitted, any message in which the origination is deliberately misleading.

g) The user agrees that, in the unlikely event that someone does transmit, or cause to be transmitted, a message that is inconsistent with the business of the College or with a misleading origination, the person who performed the transmission will be solely accountable for the message, not the District, which is acting solely as the information carrier.

h) The user agrees never to use a system to perform an illegal or malicious act. Any attempt to increase the level of access to which she or he is authorized, or
any attempt to deprive other authorized users of resources or access to any District computer system shall be regarded as malicious act.

i) Any user who finds a possible security lapse on any system is obligated to report it to the system administrators. The system must not be used until the system administrator has investigated the problem.

j) Knowledge of passwords or of loopholes in computer security systems shall not be used to damage communications and computing resources, obtain extra resources, take resources from another user, gain unauthorized access to resources or otherwise make use of resources for which proper authorization has not been given.

k) Users are responsible for backup of their own data stored on their hard drives of their PCs (network servers and databases will be backed-up by the College).

l) Users must reimburse the District for costs incurred for personal use of equipment (such as long-distance phone and fax, toll charges, fee-based services, etc.)
APPENDIX J

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
UNITED FACULTY OF OHLONE
AND
OHLONE COMMUNITY COLLEGE DISTRICT

Pursuant to the provisions of the California 2002 Budget Act Appropriation for Part-Time Faculty Compensation, the United Faculty of Ohlone and the Ohlone Community College District ("District") agree to the following definitions, policies and amount needed to achieve parity for comparable pay between part-time and full-time faculty for similar work at the District.

A. This Memorandum of Understanding between the United Faculty of Ohlone and the District ("MOU") compares the hourly pay that is comparable as between part-time instructors and full-time instructors.

B. For purposes of calculating parity, the top hourly compensation level of full-time classroom instructors for each hour of teaching (Doctorate Class VI, Step 21) is calculated to equal $65.50. In no event shall the top full-time hourly rate exceed this sum for purposes of determining parity.

C. The top hourly compensation level of full-time classroom instructors for each hour of teaching is derived by dividing the top full-time annual salary (Doctorate Class VI, Step 21), by the annual number of paid work hours (35 weeks x 40 hours/week = 1400 hours). The specific calculation applicable to this MOU is as follows:

\[
\frac{91,693}{1400} = 65.50
\]

D. One additional lecture step on the part-time hourly lecture schedule is calculated to be 4.01355%. This would require six (6) additional such steps to reach parity. Therefore, one step shall be added to the lecture schedule as set forth in item F to the part-time schedule until parity of nine (9) steps is achieved between the top part-time hourly lecture rate and the current top full-time hourly rate identified above in Item B. (See Attached Part-Time Schedule).

E. One additional lab rate step on the part-time hourly lecture schedule is calculated to be 4.01355%. This would require six (6) additional such steps to reach parity. Therefore, one step shall be added to the lab schedule as set forth in Item F to the part-time schedule until parity of nine (9) steps is achieved between the top part-time hourly lab rate and the current top full-time hourly rate identified above in Item B. (See Attached Part-Time Schedule.)

F. Such additional lecture steps and lab steps shall only be funded through monies which are in the base revenues and "continuous in nature" received by the District from the state specifically earmarked to increase part-time faculty compensation in accordance with this MOU. If the District receives no such apportionment in the base revenues from the state in any given year, the new annual additional part-time lecture step and lab step shall not
Appendix J

be implemented for that year. In the event that the state provides partial funding earmarked for this purpose for a given year, the District shall add a lecture step and lab step to the part-time schedule which reflect a partial step increase in proportion to such funding. Parity is achieved once six (6) additional steps have been added to the current part-time faculty salary schedules.

G. Nothing herein shall prevent the parties from negotiating one or more steps to be added to the part-time schedules from monies derived from the general fund if the state fails to fund or extinguishes the part-time parity program.

The earmarked monies apportioned by the state for this specific program which are received by the District to increase part-time faculty compensation shall be used to achieve parity in accordance with this MOU. The parties agree that the District may not use any of said funds for any other educational purpose until such time as when the Chancellor of the California Community Colleges certifies that the District has reached parity as defined in this MOU.

Signed and entered into this 20 day of February, 2003

[Signature]
United Faculty of Ohlone

[Signature]
Ohlone Community College District
APPENDIX K

PROFESSIONAL GROWTH INCENTIVE

The District and the United Faculty of Ohlone support continuing education and training for faculty. Further, the District and the United Faculty of Ohlone agree that faculty who participate in continuing education improve student learning, and add value to the Ohlone College experience. Supporting and recognizing faculty who improve their skills through continuing education are shared goals. Therefore, the District and United Faculty of Ohlone agree, as follows:

Beginning October 18, 2004, full-time faculty, with Vice President Instruction's consent, who successfully complete lower and upper division, graduate level, C.E.U., or other courses, will receive credit for salary column (class) movement. Courses which are eligible for salary column movement must improve the faculty's teaching skills, abilities, and knowledge. In addition, education and training courses, for current course offerings and approved future course offerings, must clearly support the faculty's ability to educate their students. Education and training for anticipated but not approved course offerings may also qualify.

Each upper division and graduate level semester unit (or converted quarter units) will count as one unit on the current faculty salary schedule. When other than advanced collegiate courses are approved and completed, course credit will be granted on an hour-for-hour basis at the same rate as a regular accredited college course (one unit per 18 hours of lecture instruction and one unit per 18 hours of lab instruction). The faculty member and the dean will agree in advance regarding unit hours to be credited toward class movement.

Official sealed transcripts must be received by the Human Resources Department by September 1, for class movement to take effect the beginning of the new academic year. All other provisions of the March 29, 2000 Memorandum of Understanding between the District and the United Faculty of Ohlone remain in full effect and are not changed.
MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

UNITED FACULTY OF Ohlone College AND

OHLONE COMMUNITY COLLEGE DISTRICT

This Memorandum of Understanding ("MOU") is entered into by and between the Ohlone Community College District ("District" or "Employer") and the United Faculty of Ohlone (hereinafter referred to as "UFO" or "Union"). The purpose of this MOU is to amend certain language in Appendices E (Column Movement on Salary Schedule Form) and M (Professional Growth Incentive).

It is agreed that the District will accept, in addition to official transcripts, original completed certificates as proof needed to complete other than advanced collegiate courses units necessary for column movement on the faculty salary schedule.

It is also agreed to amend the number of certificated course hours required to complete one unit. Beginning January 1, 2005, each upper division and graduate level semester unit (or converted quarter units) will count as one unit on the current faculty salary schedule. When other than advanced collegiate courses are approved and completed, course credit will be granted on an hour-for-hour basis at the same rate as a regular accredited college course (one unit per 15 hours of lecture instruction and one unit per 15 hours of lab instruction). The faculty member and the dean, with the Vice President Instruction’s consent, will agree in advance regarding unit hours to be credited toward class movement.

Official seal transcripts or original completed certificate must be received by the Human Resources Department by September 1 for class movement to take effect the beginning of the new academic year.

All other provisions of the October 18, 2004 Memorandum of Understanding between the District and the United Faculty of Ohlone remain in full effect and are not changed.

Signed and entered into this 18 day of October, 2005

[Signatures]

United Faculty of Ohlone

[Signature]

Ohlone Community College District

[Signature]
APPENDIX M

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
UNITED FACULTY OF OHLONE
AND
OHLONE COMMUNITY COLLEGE DISTRICT

This Memorandum of Understanding ("MOU") is entered into by and between the Ohlone Community College District ("District" or "Employer") and the United Faculty of Ohlone (hereinafter referred to as "UFO" or "Union"). The purpose of this MOU is to confirm the establishment of Faculty Service Areas ("FSA's") within the District and to establish competency requirements to be used in determining retreat rights, bumping rights, and seniority during reductions in services.

I.

FSA's

A. The past practice of the parties has been to utilize the Disciplines List contained in the latest "Minimum Qualifications for Faculty and Administrators in California Community Colleges," issued by the Human Resources Division of the California Community Colleges Chancellor's Office ("CCCCO"), to establish the FSA's for the District. (See, e.g., "Ohlone College Full Time Faculty List," containing faculty FSA's and seniority numbers (Attachment A) and "Ohlone College Certification of Minimum Qualifications or Equivalency for Adjunct Faculty," established by the Equivalency Committee (Attachment B).) The purpose of this portion of the MOU is to memorialize the past practices of the District and the UFO, and to formally establish the District's FSA's within the CCCCCO Discipline's List.

B. An FSA is defined as "a service or instructional subject area or group of related services or instructional subject areas performed by faculty and established by a community college district." (Cal Ed Code § 87743.1.) The function of FSA's is to provide a rational and workable framework within which retreat rights, seniority rights, and bumping rights can be exercised by faculty in the event of a layoff, reduction in force, or reduction in services.

C. It is hereby confirmed that FSA's for the District are established according to the disciplines set forth in the CCCCCO Disciplines List the most recent version of which is dated November of 1999. A copy of the latest CCCCCO Disciplines List shall be maintained in the office of Human Resources or can be found on-line at http://www.coc.cc.ca.us/offices/HumanResources/min_qual_manual.pdf. A copy of the District's current FSA's, incorporated within the disciplines identified in the CCCCCO Disciplines List, is attached hereto as Attachment C. All references to the "Ohlone College Disciplines List" contained in any collective bargaining agreement or board policies and regulations shall be deemed to refer to Attachment C.

D. At the time of hire, every faculty member must qualify for at least one FSA by meeting (1) either the minimum qualifications of the discipline as set forth in Sections 53400 et seq. of
Appendix M

Title 5 of the California Code of Regulations or the equivalent of those minimum qualifications, the procedure and requirements for which are established in Board Policy No. 3.5.1.2. AND (2) the District competency standards as set forth herein below. (Educ. Code §§ 87356, 87743.3.) For purposes of initial qualification for an FSA upon hiring, an employee is presumed to be competent in the FSA to which he or she is initially assigned. However, with regard to retreat rights and reductions during layoffs and reduction in services, competency shall be determined in accordance with Section II below. The determination of equivalency by the Equivalency Committee does not guarantee or require assignment. Any dispute arising from an allegation that a faculty member has been improperly denied a faculty service area must be classified and procedurally addressed as a grievance under the collective bargaining agreement. (Educ. Code § 87743.3.)

E. After initial employment, a faculty member may apply to qualify for new or additional FSA's if the faculty member meets the requirements of Paragraph D above. The application must be received by the District on or before February 15 in order to be considered in any layoff or reduction in services during the academic year in which the application is received. Any dispute arising from an allegation that a faculty member has been improperly denied a faculty service area must be classified and procedurally addressed as a grievance under the collective bargaining agreement. (Educ. Code § 87743.3) The determination of equivalency by the Equivalency Committee does not guarantee or require assignment in that FSA. This provision is intended to replace and supersede the provisions set forth in Section 18.1 of Article XVIII of the collective bargaining agreement and Board Policy No. 3.5.1.2(E).

F. A faculty member teaching a course that is cross-listed in more than one discipline may qualify for an FSA only in the discipline or disciplines in which the faculty member meets the minimum qualifications (or equivalent) and competency requirements as provided for herein.

G. The District shall maintain a permanent record for each faculty member employed by the district of each FSA for which the faculty member possesses the minimum qualifications for service and in which he or she has established competency pursuant to District competency standards. The record shall be contained in the faculty member's personnel file. (Educ. Code § 87743.4.)

H. The District shall notify the Union before implementing any termination or reduction in employment of any contract or regular faculty employee because of a reduction or discontinuation of a particular kind of service or a decline in enrollment pursuant to Education Code §§ 87743, 87744, 87745, and 87746.

I. Effective February 1, 2004 and by every February 1, thereafter, the Union may, at its discretion, request information from the District regarding the anticipated layoff of any member of the Union bargaining unit.
Appendix M

J. Faculty employees subject to layoff in the event of a reduction in employment shall be terminated in the inverse of the order in which they were employed as determined by the Board according to law.

K. In the event of a reduction in employment, the Board shall reassign faculty employees in such a manner that they shall be retained to render service in any faculty service area in which the faculty member is both qualified and competent. In order to be retained to render services in a faculty service area during a reduction in employment, the faculty member must both:

1) meet state minimum qualifications, or equivalency in the appropriate discipline, and
2) be competent in the applicable faculty service area.

For the purpose of establishing "competence" in a faculty service area, "competent", shall have the meaning described in this MOU as Competency Requirements.

II.

Competency Requirements

The purpose of this portion of the MOU is to establish criteria to determine competency within the District's FSA's. The goal of establishing this criteria is to ensure that the District continues to provide the best quality of education and services and to insure fairness in the exercise of retreat rights and bumping during layoffs and reductions in service. Accordingly, the District and the UFO agree that the following is hereby adopted as the criteria for determining competency within a particular FSA:

A faculty member shall be considered to be competent to serve in a particular faculty service area if the faculty member has provided satisfactory District employment and has provided 6 semester units (summer or equivalency included) in the faculty service area as the instructor of record within the previous five years.

Signed and entered into this 28th day of February, 2003

[Signatures]

President, United Faculty of Ohlone

President/Superintendent
Ohlone Community College District
APPENDIX N

To: Dr. Jim Wright, Vice President of Instruction
FROM: Bennett Oppenheim, UFO Representative
DATE: January 21, 2004
RE: FSA Process

The enclosed document reflects the agreement between the parties regarding the steps involved in processing an application for an additional FSA. Said document to be formally incorporated into the UFO contract during 200405 negotiations.

SIGNED:

Bennett Oppenheim

Dr. Jim Wright
Appendix N

Faculty Service Area (FSA) Process

1. Requests from full time faculty for an additional FSA will be submitted to the Dean of the division from which the FSA is sought.

2. The Dean will contact the department in which the FSA is requested to form a faculty departmental review committee.

3. The committee will review the request with respect to the meeting of state minimum qualification standards and any additional departmental hiring qualifications. If deemed appropriate, the committee may conduct an interview with the applicant to verify qualifications. The committee will then forward its recommendation to the appropriate Vice President.

4. The Vice President will forward any recommendations for approval to the President.

5. If any final decision is different from the recommendation of the departmental review committee, the appropriate Vice President and/or the President will provide a justification for the decision within two weeks after the review committee has given their recommendation to the Vice President.

6. If the FSA is granted, the appropriate Vice President and/or the President will provide written notification to the faculty member who requested the FSA and to Human Resources.

7. If the FSA is denied, the faculty member will be given written documentation of the reason(s) for denial.

Departments/disciplines are encouraged to review the state minimum qualifications list (available through the Faculty Senate) to determine if more restrictive local departmental qualifications are appropriate. If additional departmental hiring qualifications are established, they should be documented in writing and kept on file in the appropriate Division Office and in the Human Resources Office.

(Approved by the Ohlone College Faculty Senate on 12/3/03.)
Appendix

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED FACULTY OF OHLONE
AND
THE OHLONE COMMUNITY COLLEGE DISTRICT

This Memorandum of Understanding (MOU) is entered into by and between the United Faculty of Ohlone (hereinafter referred to as UFO or Union) and the Ohlone Community College District (hereinafter referred to as District or Employer). The purpose of this MOU is to describe the conditions upon which the parties agree to replace the current 18 week academic semester with a 16 week academic semester. The UFO and the District agree to the following terms:

A. The 18 week academic semester in effect at the time of this agreement is replaced with a 16 week academic semester, effective with the Fall 2006 school semester. Attached is the agreed upon 16 week academic calendar for the Fall 2006 and Spring 2007 academic year. Academic calendars, inter sessions, or other modifications for subsequent academic years will be subject to negotiations between the District and the UFO.

B. The District and the UFO will track the net impact, if any, of the new calendar on total contract obligation.

C. The District shall implement single contracts for part-time and overload unit members based upon a systematic pay by course (assignable workload hours) for part-time and overload faculty calculated on a 16 hours per weekly basis for all semester-long courses and/or their equivalent, to the extent possible.

D. The 175 day and 185 days provisions of the current agreement remain unchanged, but are subject to continuing negotiations by the parties.

E. Office hours shall include on-line virtual hours within parameters, to be negotiated by the parties.

F. The District and the UFO agree that prior to the implementation of the 16 week academic semester the District and the UFO will negotiate in good faith the effects of the changes.

Agreed to this ___ day of November, 2005.

[Signatures]

United Faculty of Ohlone

[Signature]

[Signature]

Ohlone Community College District
MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED FACULTY OF OHLONE

AND

THE OHLONE COMMUNITY COLLEGE DISTRICT

(Addendum to MOU of November 14, 2005)

The United Faculty of Ohlone and the Ohlone Community College District on November 14, 2005 agreed to implement a 16-week academic semester. The 16-week academic semester affords the District and the Faculty unique opportunities to engage in Learning College activities. These activities include but are not limited to:

- Week long Learning College
- Division retreats
- Showcase session of innovated practices
- Departmental planning retreats
- Program Review workshops
- Faculty Learning Community sessions
- Task force Planning
- Field Trips

The parties agree to support and encourage full participation in these and similar learning activities.

Dated: January 12, 2006

[Signatures]

UNITED FACULTY OF OHLONE  OHLONE COMMUNITY COLLEGE DISTRICT
APPENDIX P

SABBITICAL LEAVE PROMISSORY NOTE

I agree to the terms of the United Faculty of Ohlone Contract with the District in regards to Sabbatical Leave (Section 15.3). If I do not return to fulfill my duties as outlined in the contract, I promise to repay to Ohlone Community College District ("Employer") the total amount of the monies which are paid by Employer to me during the period of my sabbatical leave.

I further understand and agree that:

I. REPAYMENT

Repayment of the monies paid to me during my sabbatical leave shall be made in one of the following ways (CHECK ONE):

☐ Equal installments over a period of not more than three years which shall commence to run on the unpaid balance on the first day of the academic term in which I am scheduled by Employer to return to my duties.

☐ One lump sum to equal the total of monies paid to me during my sabbatical leave.

II. COLLECTION COSTS

I further agree to pay all collection costs including court costs and attorney fees which are incurred for the collection of any amount not paid when due.

III. DEFAULT AND ACCELERATION

(1) If I fail to pay any installment when due the entire unpaid indebtedness, at the option of the Employer, may become immediately due and payable.

(2) I understand that if I am delinquent in my repayments, the Employer will disclose that I have defaulted, along with other relevant information, to credit bureau organizations.

(3) 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.

IV. LAW OF CALIFORNIA

The law 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 _______________________

Date __________

Permanent Address

________________________
APPENDIX Q

OHLONE COLLEGE
REQUEST TO BANK UNITS FOR FMLA BABY BONDING AND ACADEMIC LEAVES

TO: ___________________________________________
     (Dean)

FROM: _________________________________________
     (Full-Time Faculty Name)

DATE: _________________________________________

I authorize the District to withhold and bank my overload units and all associated pay with it for part-time course(s) that I have been approved to work this semester:

<table>
<thead>
<tr>
<th>Course Number</th>
<th>Course Title</th>
<th>Unit(s)</th>
<th>Semester/Year</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

A copy of each contract must be attached to this request in order to be processed.

I am banking units in hopes of potentially taking either an academic leave or FMLA leave in ________ semester of ________ year.

________________________________________
(Faculty Member's Signature and Date)

NOTE TO FACULTY:
1. This request must be submitted for approval by the end of the first week of the semester.
2. Any banking of units does not guarantee one will receive approval for leave.
3. MAXIMUM Banking:
   • You may bank the equivalent of up to 6 units for Academic Leave OR
   • You may bank up to 15 units for Baby Bonding Family & Medical Care Leave (see provisions in Article 17 UFO contract for additional information)
4. Faculty member may withdraw their banked units in cash no more than once each semester at the pay rate at which it was earned.

(Do not write below this line)

Verified by:

Dean: ___________________________________________ Date

Vice President, Academic Affairs: ____________________________ Date

OR Vice President, Student Services: ___________________________ Date

AVP, Human Resources & Training ____________________________ Date

Payroll Salary Verification (signature): ______________________ Date

_________ units / $_________ Number of Units/ Semester Salary

_________ units / $_________ Number of Units/ Semester Salary

_________ units / $_________ TOTAL

Distribution by Payroll: original to Payroll, 1 copy to employee

Bank Dollars Request Form: Academic or FMLA Baby Bonding Leaves Revised 120211
OHLONE CCD TA WITH UFO

December 2, 2011
Ohlone CCD TA with UFO:
December 2, 2011

SPECIFIC CONTRACT LANGUAGE:
Changes/additions bolded and highlighted. Cuts noted via strikethroughs.

ARTICLE III: United Faculty Rights
3.1.7 College Provided Release Time: In addition to the above, the District will contribute an amount of reassigned time up to fifteen (15) Faculty Load Credits (FLCs) per year, with no more than eight (8) FLCs to be used in one semester; to be utilized for negotiations and grievance representation. The parties acknowledge that the implementation of this provision shall not allow a fractionalization of any course unit designation. The District shall not be obligated to provide a replacement for any person(s) granted reassigned time under this provision.

3.1.7.1 No UFO member may be released for more than five (5) FLCs per semester.

Any unit member receiving reassigned time should not obtain an overload greater than one (1) he has had within the past two (2) semesters. A unit member with reassigned time normally should not have a load greater than 120%.

3.1.8.1.1 Purpose of Release Time/Leave: This release time/leave shall be utilized by the UFO for a negotiator to carry out negotiation union activities as provided in the Rodda Act and the parties' collectively bargained agreement. The negotiator designated by the UFO shall receive release time/leave under Section 3.1.8 shall not be the same person as designated in receive release time under Section 3.1.7.

3.1.8.1.4 Payment/Reimbursement: The UFO shall at the beginning of the semester in which this release time/leave is elected, reimburse the District at the amount of ($787.50) which is the full cost for a three (3) unit lecture course at Step 2 on the part-time faculty salary schedule. The District shall not be obligated to provide a replacement for any such person.

ARTICLE V: Grievance and Conciliation Procedure
** All days for response increased from 10 to 20 throughout the entire article.

5.3.4 Level IV Advisory Arbitration
Should the grievance remain unresolved at Level III, the UFO may, within fifteen (15) twenty (20) days following conclusion of Level III, provide written notice to the District to submit the matter to advisory arbitration.

5.3.6 Motions to Dismiss
5.3.6.1 If a claim is raised as to the arbitrability of a grievance as a result of a violation of the terms of this Article, such claim shall be ruled on first by the arbitrator. At its option, and without prejudice, the District may have such a claim heard along with the merits of the case.

5.3.7 Limitations Upon Power of the Arbitrator

5.3.7.1 The advisory decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the express term of this Agreement in the respect alleged in the Grievance.

5.3.8 Arbitrator's Decision, Board Review: Tenure Review Grievances

5.3.7.1 Tenure review decisions pursuant to Article 5.3.7.2 and 5.3.7.3 below are governed by Education Code Sections 87601.1 and 87611. Accordingly, the grievance procedures herein shall be read in harmony with the provisions of the Education Code.

5.3.7.2 Allegations that the District, in a decision to reappoint a probationary employee, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances. (Education Code § 87610.1)

5.3.7.3 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 its policies and procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances. (Education Code § 87610.1)

5.3.7.4 Any grievance pursuant to the provisions of 5.3.7.2 and 5.3.7.3 above, may be filed by the employee on his/her own behalf or by the UFO. The UFO shall have no duty of fair representation with respect to taking any of these grievances to arbitration, and the employee shall be entitled to pursue a matter to arbitration with or without the representation of the UFO according to the provisions of the law.
5.3.8.1 The advisory decision of the arbitrator arrived at through the processes noted herein shall be in the form of a "final decision" written recommendation to the Board of Trustees, with copies to the grievant and UFO.

If neither the President/ Superintendent nor UFO files a request to the Board to undertake review of the advisory decision within ten (10) days of its issuance, or if the Board declines such a request, then the decision shall be deemed adopted by the Board and becomes final and binding on all parties. If a timely request for review is filed with the Board, by either the President/Superintendent or UFO, and accepted by the Board, it shall "must then undertake review of the entire hearing record and briefs. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another.

Within twenty (20) days after receiving the record, the Board shall render a decision on the matter, which decision shall be final and binding on all parties. If the Board does not render such a decision within the time specified, then it shall be deemed to have adopted the decision recommended by the arbitrator.

5.3.7.5.4 The arbitrator shall have authority to issue any remedies set forth in Education Code section 87610.1(d).

5.3.7.5.5 Any final decision reached as a result of the grievance procedure shall be subject to review pursuant to Section 87611 of the Education Code.

5.3.8.2 Nothing herein shall preclude UFO from filing a judicial action against the District for breach of this Agreement in a case where the arbitrator's award sustains the UFO and the Board subsequently fails to accept such recommendation or makes modification thereto. In such instances, the District shall not assert as a defense that the UFO's utilization of the grievance and arbitration procedure was the only proper remedy for resolution of the grievance. In all other cases where the Board adopts the Decision, the grievance and arbitration procedure described above is
to be UFO's and grievant's sole and final remedy for any claimed violation of any express term of this Agreement.

ARTICLE VIII: Salary

8.3 Music/Drama/Art/Forensics Stipend: A full-time or part-time unit member responsible for a major production in the Music or Drama Department shall receive a \(\text{**Five Hundred Ten Dollars ($510) \times \text{Sixty-One Dollars ($610)}\)}\) stipend for each major production authorized by the District and the Music or Drama Department (\(\text{Effective Fall Semester, 2006-2007}\)).

\[8.3.1\] A full-time or part-time unit member responsible for the Art Gallery Exhibits shall receive a \(\text{**One Hundred Sixty-Eight Dollars ($168) \times \text{Hundred Eighty-Five Dollars ($185)}\)}\) stipend per show to a limit of fifteen (15) stipends in a school year for all Art Gallery Exhibits (\(\text{Effective Fall Semester, 2006-2007}\)).

\[8.3.2\] A full-time or part-time unit member responsible for forensics (debate) coaching assignments shall receive a \(\text{**One Hundred Sixty-Eight Dollars ($168) \times \text{Hundred Eighty-Five Dollars ($185)}\)}\) stipend per debate contest to a limit of ten (10) stipends in a school year for all debate contests combined (\(\text{Effective Fall Semester, 2006-2007}\)).

8.4 Compensation for Coaching Assignment:

\[8.4.1\] A full-time faculty member assigned as the head coach of a sport shall receive a stipend of \(\text{**One Thousand Five Hundred Eighteen Dollars ($1,518) \times \text{Hundred Seventy Dollars ($170)}\)}\) in addition to his/her regular load assignment (\(\text{Effective Fall Semester, 2006-2007}\)).

\[8.4.2\] A full-time faculty member assigned as the assistant coach of a sport shall receive a \(\text{**One Thousand Three Hundred Seventy-Two Dollars ($1,372) \times \text{Sixty Dollars ($60)}\)}\) stipend in addition to his/her regular load assignment (\(\text{Effective Fall Semester, 2006-2007}\)).

\[8.4.3\] A part-time faculty member, assigned as the head coach of a sport, shall be compensated at the appropriate laboratory hourly compensation rate for the number of activity hours designated times the number of weeks applicable to the season of the sport to which assigned. Additionally, a part-time faculty member assigned as the head coach of a major sport shall receive a stipend of \(\text{**One Thousand Five Hundred Eighteen Dollars ($1,518) \times \text{Six Hundred Seventy Dollars ($670)}\)}\) (\(\text{Effective Fall Semester, 2006-2012}\)).
8.4.4 A part-time faculty member assigned as an assistant coach in a sport shall receive a stipend of **One Thousand Three Hundred Seventy-Two Dollars ($1,372)** (**Effective Fall Semester, 2006-2012**).

8.4.5 A coaching intern shall receive a stipend of **Seven Hundred Forty-Five Dollars ($745)** (**Effective Fall Semester, 2006**). As it is increases.

Direct Deposit

8.8.3.1 Direct Deposit

All full-time and part-time faculty members will enroll in direct deposit effective July 1, 2012. Faculty members not currently enrolled in direct deposit prior to July 1, 2012 who are unable to enroll in direct deposit will be grandfathered and will not be required to enroll. The district will notify current members of this change as soon as feasible and offer voluntary enrollment.

ARTICLE XV: Holidays and Leaves

15.2.10 Family and Medical Care Leave (FMLA and CFRA)

The word “dollar” was replace with units.

15.4 Academic Leave

The word “dollar” was replace with units.

ARTICLE XVII: BANKING

Former banking procedures struck. New procedures below.

Regular permanent full-time unit members may, at the option of the employee, request units earned for part-time overload teaching be banked.

17.1.1 If a full-time faculty member is interested in banking units they must notify in writing their supervisor and Human Resources of the intent to bank by the end of the first week of the overload assignment.

17.1.2 The parties recognize that unit members who teach a full load which includes four (4) courses of English Composition 101A (16 units) in an academic year (both semesters combined) are typically not able to teach
additional part-time overloads during such a full load academic year. Therefore, English instructors who teach a full load, which includes four (4) courses of English Composition 101A as described herein may in the next scheduled summer session apply any teaching (for credit courses) under the provisions of this article for the purpose of banking units for use during a granted leave.

Faculty may bank up to fifteen (15) units for use during an otherwise unpaid Family and Medical Care leave for baby bonding purposes and up to six (6) units for an academic leave.

Banked units, once the total desired units have been attained, must be used paid out within three (3) years. Refer to banking form (Appendix B) for additional guidelines.

17.1.4.1 Unused banked units are paid out at the dollar amount of the rate of pay in effect when the units were originally banked.

17.1.5 For leave approval process refer to Article 15.4 for Academic Leave and Article 15.2.10 for Family and Medical Care Leave (FMLA and CFRA).

ARTICLE XIX: Term, Recognition, and Contract Clauses

19.1 The party proposing to amend or modify this Agreement for a subsequent term shall submit a written notice of such intent during the month of December preceding the expiration date of the Agreement. Included with such written notice will be three (3) complete copies of all proposed modifications.

19.3 The receiving party shall have not more than
30 (thirty) calendar days from date of receipt to prepare and submit three (3) complete copies of its proposal to the initiating party.

19.7 During the month of March, preceding the 2011-2012 school year, the UFO shall submit its proposals for modification relative to Article VIII, SALARY, and up to three (3) additional Articles of its choice. The District will, thereafter, present its proposals relative to the UFO proposals and up to three (3) additional Articles of its choice.

APPENDIX C: ADJUNCT SALARY SCHEDULE, FALL 2010

See attached schedule
By signature below the parties agree to the terms and conditions of this document, which will be effective—unless otherwise indicated in the contract language itself—when signed by the UFO and District Chief Negotiator and approved by the Board of Trustees and ratified by the UFO.

FOR THE DISTRICT:

[Signature] 12/2/11
Chief Negotiator  Date

Kathleen Johnson  12/2/11

FOR UFO:

[Signature] 12/2/11
Chief Negotiator  Date

[Signature] 12/2/11
MOU’S AND TENTATIVE AGREEMENTS ENTERED INTO AND SIGNED DURING NEGOTIATIONS

2011-2012

(MOU) SERP April 2011
District Proposal & Memorandum of Understanding To UFO

The Ohlone Community College District ("District") intends to offer a Supplemental Early Retirement Plan (SERP) for academic employees in the UFO bargaining unit. The plan is subject to two separate approvals by the Board of Trustees and shall not become effective until both approvals are given: (1) authorization during the Board of Trustee meeting of April 14, 2011 to enter into an agreement with a firm to plan and administer a SERP based upon the terms of this agreement; and (2) approval of the Board of Trustees after the enrollment period has ended and been evaluated by District administration to determine that an adequate number of academic employees have submitted an irrevocable resignation/retirement to achieve a sufficient budget savings to enact the SERP. That determination will be made at the next Board of Trustee meeting following the end of the designated enrollment "window period" in the Summer of 2011 for UFO unit employees to provide notice of participation to the District. UFO agrees that the District can specify the enrollment "window period."

The parties acknowledge that time is of the essence in this matter in order to provide time for planning, implementation and meetings with eligible employees and to provide maximum planning time for affected employees. Therefore, the parties agree that the District will initiate communication to eligible unit members regarding the SERP in April of 2011. The parties also must reach agreement on or before May 31, 2011 in order to implement the SERP. If agreement is not reached by May 31, 2011, members of this unit will not be able to participate in the SERP.

The SERP will include the following provisions:

1.0 Eligibility

1.1 Full-time academic employees of the District shall be eligible who:
   a. Are employed by the District as a full-time academic employee or full-time academic employee assigned to a voluntary reduced workload assignment as of April 18, 2011; and
   b. Are 50 years of age as of their individual retirement/resignation date with any level of years of service to the District; and
   c. Resign or retire by providing a written and non-revocable letter of resignation or retirement to the District at the time of submittal of the SERP enrollment documents and materials with the separation from employment as a full-time faculty member to be effective not later than June 30, 2011.

1.2 Eligible academic employees who resign/retire from the District with an effective date before April 18, 2011 are not eligible for the SERP.

1.3 Eligible academic employees who resign/retire and participate in the SERP may be eligible to teach as an adjunct faculty member for the District after resignation/retirement. However, the District shall not be obligated to provide an assignment. Compensation for any adjunct faculty assignment following resignation/retirement shall be at the top step adjunct faculty salary rate.

2.0 Participation Requirements
2.1 In order to implement the SERP, a sufficient number of academic employees must complete and submit all required Plan enrollment materials and an irrevocable District Letter of Resignation/Retirement by the enrollment deadline, with the District to determine the specific date of the enrollment deadline. In order to protect the eligible academic employees enrolled in the SERP, resignation/retirement is irrevocable as of the enrollment deadline and may only be rescinded if the District withdraws the Plan pursuant to Paragraph 2.2 below.

2.2 If the number of eligible academic employees enrolled in the SERP as of the enrollment deadline does not provide the District with the required budget savings as determined by the District, the District may withdraw the SERP. Notification to UFO and affected employees of the District’s action to withdraw the SERP must be made on or before June 20, 2011. If the District withdraws the SERP due to the SERP not being cost-effective, this MOU will cease to be effective.

2.2.1 If the District withdraws the SERP, the District Letter of Resignation for each employee who has submitted one will be deemed to be automatically withdrawn. Each affected academic employee shall then be able to voluntarily determine if they will resign/retire from District employment by submitting another District Letter of Resignation despite the SERP not being available.

2.3 Participating academic employees shall retire or resign from District employment with an effective date of separation no later than June 30, 2011.

2.4 Participation in the SERP requires:

2.4.1 Irrevocable Resignation/retirement from District employment on or before the deadline; and

2.4.2 Completion and submission of all required SERP enrollment forms and materials to the District Human Resources Department and a signed District Letter of Resignation/Retirement submitted at the same time of enrollment in the SERP, but not later than the enrollment deadline as determined by the District.

3.0 Informational Meetings and Plan Payments

3.1 The District will coordinate a mailing to eligible academic employees providing the SERP information and estimated financial benefits based upon the Base Salary of the employee.

3.2 The District will coordinate group and/or individual information meetings for eligible academic employees regarding the financial benefits and payment options of the SERP.

3.3 The financial benefit to participating academic employees will be a monthly annuity payment based upon the District purchasing the annuity at a cost equal to 75 percent of the annual salary for the affected employee’s placement on the District’s Full-Time Academic Salary Schedule for the 2010-2011 academic
year. Academic employees working less than full-time for 2010-2011 based upon a voluntary reduced workload program (i.e. Early Retirement Program—Reduced Workload and/or working less than full-time due to a medical leave approved by the District) shall be considered as full-time faculty for purposes of the SERP benefit. Not included in the Base Pay considerations are forms of compensation including, but not limited to stipends, overload assignments, extra duty assignments, summer session compensation, and any compensation other than the salary schedule salary rate) for purposes of determination of benefit amount under this SERP.

3.5 The selection of SERP benefit option and choice of beneficiary (if selecting the joint-and-survivor benefit option) shall become final upon the close of the enrollment period and shall not be subject to change thereafter.

3.6 The final determination of cash payment to be received from the SERP benefit option shall be fixed and final upon the implementation of the SERP following the final Board of Trustees determination of appropriate budgetary savings.

4.0 Other Provisions

4.1 The District reserves the right to evaluate the effects of the educational impact due to implementation of the SERP. The District is not obligated to replace resigned/retired academic employees unless the number of participants reduces the number of full-time faculty equivalents below the Community College Chancellor’s Office defined Full-Time Faculty Obligation for Ohlone College, if that obligation remains in effect.

4.2 Academic employees eligible and participating in the SERP shall also be eligible for retiree benefits, if any, for which they qualify under the District/UFO collective bargaining agreement.

By signature below the parties agree to the terms and conditions of this Memorandum of Understanding. This MOU will be effective when signed by the UFO and District Chief Negotiator and approved by the Governing Board as specified in this MOU. It does not require ratification by the UFO membership.

FOR THE DISTRICT:

[Signature]

Chief Negotiator

Date

FOR UFO:

[Signature]

Chief Negotiator

Date