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**Tentative Agreement Between Contra Costa Community College District and United Faculty
August 27, 2008**

After a series of negotiating sessions considering 2008-09 re-openers, the parties have agreed that all current articles of the collective bargaining agreement remain the same, with the exception of the following:

Duration of Contract: The parties agree that the current contract including all side agreements and the following changes become the successor contract for 2008-2009, 2009-2010, 2010-2011, expiring June 30, 2011.

Re-openers: During the 2009-2010 and 2010-2011 fiscal years, the contract is subject to re-openers. The salary schedule and the District's contributions towards health benefit premiums, and two articles each party designates will be reopened.

COMPENSATION:

Modify the compensation formula as follows:

Added to the formula-based salary increase for all faculty for 2008-2009 will be 2% as "fronted productivity," where productivity refers to positive changes to the District's ongoing revenue/expense ratio (as affected by net decreases in ongoing expenses, net increases due to ongoing efficiencies, etc.) The District and UF recommit to the work of our Enrollment Management and Compensation Committees and to District-wide efforts to reach consensus on costs and efficiency goals, to define productivity and to coordinate enrollment and retention strategies.

The District will use money from our reserves to augment the salary increase by 2% for 2008-2009 with the understanding that this ongoing salary increase must be covered using ongoing revenue in the future, and that our shared goal is to improve efficiency throughout the district to achieve this end. This increase will be expensed in 2009-2010 in a similar manner to how "fronted growth" was handled in the previously agreed-to formula-based salary increase.

ARTICLE 7:

Enrichment Hour: United Faculty and the District agree to continue exploring options related to enrichment hours. Enrichment hours may be designed to provide students with access to campus services, equipment, and facilities, and/or collaborative or individual activities related to the learning outcome of the course. An enrichment hour added to a course shall not increase the faculty member's classroom hours, office hours, preparation, assessment responsibilities or load for that course.

Add the new section as follows:

7.12 Overload A/C: Faculty may designate overload as A/C if:

1. He/she teaches a class that ends after 4pm, or
2. He/she teaches a class that starts before 9 am, or
3. He/she teaches a class that meets on Saturday or Sunday, or
4. He/she teaches more than 4 days a week.

ARTICLE 12:

Modify the existing language as follows:

12.5.6.2 Professional Projects. Applicants shall submit a detailed statement of the professional study projects to be undertaken. Such studies need not be undertaken under the auspices of a collegiate institution; however, they must constitute an organized program of full-time study, *research, or creativity* designed to enhance the teacher's performance and, which will benefit the college and the students of the college. *Projects may include study and/or original research in a given field, the creation of music, art, dance, literature, film, and theater so long as the project is relevant to the applicant's field of expertise for which s/he is employed by the District.*

Add new language as below and re-number the existing 12.5.8 and following subsections:

12.5.8 Sabbatical Leave Modifications.

12.5.8.1 *Faculty whose sabbatical applications have been approved may propose changes to their sabbatical leave plan. The process for requesting changes and specific criteria for evaluating change requests shall be communicated to faculty at the time of their original sabbatical leave approval. All changes to sabbaticals are subject to approval by the Sabbatical Leave Committee. Changes made without prior approval or failure to complete the Sabbatical Leave plan as approved shall result in consequences as stated in 12.5.9.2*

12.5.8.2 *Sabbatical Leave Committee will respond to modification requests with ten (10) working days of District receiving it. Applicants shall be informed, in writing, of the Committee's decision.*

Add new language as below:

12.8.1 Educational Conference Leave for Part-time Faculty: *The Chancellor or College President may grant to part-time faculty and full-time faculty teaching A/C assignments leave with pay to attend educational conferences and meetings that have as their purpose or theme programs which will improve the operation of the District, or, the ability of the employee to perform their duties more efficiently. Part-time faculty and full-time faculty teaching A/C assignments on paid conference leave will be paid for their regularly scheduled hours while on paid conference leave.*

Add new preamble language to the existing section as below:

12.10.1 Maternity Leave: *Unit members shall be granted rights under federal Family and Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave in accordance with federal and state law.*

The District will maintain a flowchart of leave options on the District website, and references to the website will be added to the contract where appropriate.

Modify the existing language as follows:

12.11.2 Unit members who have provided more than one (1) year of continuous full-time service may request and be provided up to four (4) *additional* months of unpaid family leave within any 24-month period.

ARTICLE 20:

Modify the existing language as follows:

20.4.2.2 67%~~60%~~ Rule: *Effective January 1, 2009, a A-temporary (part-time) employee shall not be employed for more than sixty-seven percent (67%) ~~sixty percent (60%)~~, of the hours per week considered a full-time assignment for permanent employees having comparable duties.*

ARTICLE 21:

Modify the sections as follows:

21.9.5 Part-Time Benefit Qualifications and Contributions: Part-time temporary unit members and their dependents may qualify for health *and/or dental* benefits listed in Appendix F (~~dental and vision excluded~~) under the following conditions:

21.9.5.3 District shall contribute 50% of the health ~~and~~ *and/or* dental premium for part-time faculty who teach 50% or less and who elect benefits. This provision shall be in effect as long as AB 3099 funding is available. If state funding is less than 50%, the District shall contribute the same percentage as the state provides, except the District will contribute at least an amount equal to the unit members' percent of their previous teaching semesters full load assignment. Any cost overruns shall be dealt with as an automatic reopener during subsequent negotiations. Faculty will be notified that they will be responsible for any state-funding shortfall.

21.9.5.4 For those teaching over 50%, the District will pay a premium amount proportionate to the District's average health plan premium contribution ~~plus dental premium~~ for full-time unit members, *and/or a premium amount proportionate to the part-time dental plan premium selected by the member* based upon the part-time temporary unit members percent of their previous teaching semesters full load assignment.

Incorporate the Part-Time Faculty Staffing Preference agreement by adding a new Article 25 as below and renumbering the existing Article 25 to become Article 26:

25. Part-Time Faculty Staffing Preferences

25.1 Staffing Preference Eligibility Information: Part-time faculty become eligible for *staffing preference* consideration after their seventh semester of teaching within a given department (summer session does not count toward the awarding of *staffing preference*). Faculty who wish to be considered for preference must submit an application upon completion of their seventh semester teaching evaluations *or qualifying evaluations* within a given department by either January 10 or July 1.

Eligible part-time faculty will be granted staffing preference if they meet the criteria described *under either of the groupings described below:*

1. Faculty member has received a summary rating of "exceed standards of performance" *on most recent evaluation.*

2. Faculty member has received "meets standards of performance" or "satisfactory" level of performance with average to high ratings in most areas, including the following rating totals (excluding "NA", not applicable):

- On the Classroom/Workplace Observation Form: majority of ratings are "SA" (strongly agree) with no more than 1 "D" (disagree).
- AND
- On the Student Evaluation Forms: the majority of ratings are "SA" in the majority of categories with few "D" (disagree).

Evaluations shall be scheduled according the following schedule:

Semester 1

Semester 4

Semester 7 (A composite evaluation produced by two different evaluators)

Student evaluations shall be conducted in up to two sections of the faculty member's assignment.

25.2 Process for Obtaining Staffing Preference:

1. Human Resources or designee will send applications with criteria to all retiring faculty members who wish to teach part-time after retirement and part-time faculty during their seventh semester. Part-time faculty members may request applications any time after their seventh semester of teaching.

2. The eligible part-time faculty member submits an application for *staffing preference* to the college HR personnel who attaches copies of the most recent evaluations and sends the packet to the appropriate department chair.

3. The department chair and division dean shall review eligible applicants to determine if any of the disqualifying conditions preclude any applicant from receiving *staffing preference*. The department chair may elect to include in this meeting a sub-area representative who has been involved with coordinating the program. In the absence of any disqualifying conditions, a faculty member meeting criteria #1 will be granted *staffing preference*.

4. The department chair and division dean shall review applicants under criteria #2 to determine whether or not to grant *staffing preference* based on the evaluation criteria. If the department chair and division dean cannot reach agreement about granting preference for a faculty member, the department chair will convene the review team consisting of the chair, dean and evaluators (or department designee if the evaluator is not available). The review team decides by consensus whether or not to grant preference to the applicant. Applicants denied *staffing preference* have the right to appeal, using the process as specified in the CCCCD UF Agreement, Article 8.1.1.4. However, the decision of the dean and department chair or review team is not grievable.

5. *Staffing Preference* is granted until the faculty member no longer meets the criteria.

25.3 Losing Staffing Preference: Regardless of eligibility, part-time faculty will not be awarded or will lose *staffing preference* under any one of the following conditions:

1. faculty member has not submitted final grades for a class in a timely fashion (within 10 working days of the last day of instruction for the semester) within the previous four semesters taught.

2. faculty member has not submitted census roster or positive daily attendance rosters by the prescribed deadline on more than one occasion for a period encompassing the two most recent teaching semesters.

3. faculty member has been absent from class, lab, or assigned staffing hours without proper notification to the division or instruction office on more than one occasion for a period encompassing the two most recent teaching semesters.

4. faculty member has been the subject of persistent unresolved students complaints alleging violations of Education Code 87732.

5. the district has found the faculty member to have violated a specific section of Education Code 87732.

6. faculty member has not taught or has declined all assignments offered for the previous two teaching semesters, *except under conditions covered under the CMFLA (California Medical Family Leave Act)*.

The Evaluation Review Team (evaluator(s), chair and dean) may consider extenuating circumstances for any of the above conditions.

25.4 Maintaining Staffing Preference: After having gained staffing preference, the faculty member's subsequent evaluations will meet the same standards as listed under eligibility. Subsequent evaluations will occur on a 3 year (six semesters) rotation. A department or dean may request that an evaluation be scheduled out of rotation for cause (pattern of student complaints or not adhering to department standards, course outline, or administrative obligations).

25.5 Exceptions to Granting Preference Rights: Staffing Preference is not available to Coaches for Intercollegiate/Athletic classes associated with the intercollegiate Coaching Contracts.

25.6 Staffing Preference Benefits for Part-time Faculty:

1. Whenever possible, a faculty member with *staffing preference* must be offered *his or her historical modal load [most frequent load] taught within the past five (5) corresponding semesters*. If there is no modal load, then median load will be used. Part-time faculty on variances over 67% will be considered to be at a 67% load for that semester in regards to modal load history. Load will be tracked by Division Deans.

2. Part-time faculty may qualify for *staffing preference* in different departments, but *preference* has to be attained independently and *staffing preference* cannot be automatically transferred from one department to another.

3. Part-time faculty may qualify for *staffing preference* at different colleges. Such rights have to be attained independently at the department level and cannot be transferred from college to college.

4. Part-time faculty members with preference have priority for long-term substitute positions whenever possible.

5. Part-time staffing assignments shall be made in accordance with departmental scheduling guidelines based upon the following base criteria in order of priority: contract, regular, overload (AC), long-term substitute, categorically funded assignments, part-time faculty with preference and part-time faculty without preference. *Exceptions to this staffing order can be made for curricular expertise necessary for the departmental program. Departmental staffing guidelines and policies shall be made available to all faculty members in the department.*

6. Department chairs or *staffing committees* shall provide part-time faculty with preference the opportunity to state staffing preferences (*including but not limited to days/time available, historical schedules, course preferences*). Whenever possible, preferences will be honored providing they do not conflict with departmental or student needs.

7. Departments will address in their written guidelines what will be the process for implementing part-time preference in scheduling (*taking into consideration such things as expertise, experience, seniority, rotation of offerings, first right of refusal to new sections, increase of load as available, ability to teach new courses as qualified*). *The United Faculty will provide departments with guidelines, suggestions and templates that they may choose to use.*

25.7 Review: This Article of the CCCCD UF and District Agreement shall be reviewed and amended every two years or when significant changes occur either in the Ed Code or other contractual procedures (such as, but not limited to, Evaluations).

Ratification: The District agrees that its Governing Board shall consider ratification of this agreement at the October 22, 2008 Governing Board Meeting. United Faculty agrees to hold a ratification vote and report the results to the District no later than the close of the business day October 21, 2008.

FOR THE DISTRICT:

Gene Huff, Associate Vice Chancellor

Date

FOR UNITED FACULTY:

Jeffrey Michels, President

Date