Agreement

between

CITRUS COLLEGE FACULTY
ASSOCIATION/COMMUNITY COLLEGE
ASSOCIATION/CALIFORNIA TEACHERS
ASSOCIATION/NATIONAL EDUCATION ASSOCIATION
(CCFA/CCA/CTA/NEA)

and

CITRUS COMMUNITY COLLEGE DISTRICT

January 1, 2009 through December 31, 2011

TABLE OF CONTENTS

ARTICLE 1 – AGREEMENT 5
ARTICLE 2 – RECOGNITION 6
ARTICLE 3 – ASSOCIATION RIGHTS 7
3.1 Access 7
3.2 Distribution and Posting of Materials 7
3.3 Use of Campus Communication Resources 7
3.4 Name and Assignments 7
3.5 Representation Rights 7
3.6 Reassigned Time 7
3.7 Access Rights 8
3.8 Dues and Service Fee 8
ARTICLE 4 – BOARD'S RIGHTS 10
ARTICLE 5 – FACULTY ASSIGNMENT 11
5.1 Work year 11
5.2 Classroom Faculty 11
5.3 Counselors 11
5.4 Librarians 11
5.5 Full-time Faculty Coordinators 11
5.6 Weekly Hours of Assignment 11
5.7 Classroom Faculty 12
5.8 Counselors/Program Coordinators and Learning Disability Specialist 12
5.9 Librarians/School Nurse/Lab Supervisors 12
5.10 Office Hours 12
5.10.1 Classroom Faculty 12
5.10.2 All Faculty Unit Members 12
5.10.3 Counseling and Non-Instructional Faculty 12
5.10.4 All Faculty Unit Members 13
5.10.5 Additional Provisions for Counselors 13
5.11 Faculty Load (Required Assignment) 14
5.11.2 Full Lecture-Hour Equivalent (1.0 LHE) Assignments 14
5.11.3 Eighty-Five One-Hundredths Lecture-Hour Equivalent (0.85 LHE) Assignments 14
5.11.4 Three-Quarter Lecture-Hour Equivalent (0.75 LHE) Assignments 15
5.11.5 Two-Thirds Lecture-Hour Equivalent (0.667 LHE) Assignments 15
5.11.6 One-Half Lecture-Hour Equivalent (0.5 LHE) Assignments 15
5.11.7 Coaching Lecture Hour Equivalent (LHE) Assignments 16
5.11.8 Assignment of Classes and Hours 16
5.11.9 Assignment of Classes 16
5.11.10 Assignment of Overload Classes/Hours 16
5.11.11 Counseling Faculty Scheduling 17
5.11.12 Under Load and Load Balancing 17
5.12 Lecture Hour Equivalent Oversight Committee (LHEOC) 17
ARTICLE 6 – NON-DISCRIMINATION 19
ARTICLE 7 - ACADEMIC FREEDOM AND INTELLECTUAL PROPERTY 20
7.1 Academic Freedom 20
7.2 Intellectual Property 20
ARTICLE 8 – SALARIES 21
8.1 Faculty Salary Schedules – General Guidelines 21
8.2 Salary Schedules 22

8.2.1 Effective January 1, 2009 22
8.2.2 Effective October 2009 22
8.2.3 Effective October 2010 22
8.2.4 Effective January 1, 2009 22
8.2.5 Effective January 1, 2010 22
8.2.6 Effective January 1, 2011 22
8.2.10 Hourly Non-Teaching Rate 22
8.2.11 Citrus College Leadership Program 23
8.3 Definition of Salary Class 23
8.3.1 Class I 23
8.3.2 Class II 23
8.3.3 Class III 23
8.3.4 Class IV 23
8.3.5 Class V 23
8.4 Pay Schedule for Department Chairmen 23
8.4.1 Regular Day 23
8.4.2 Adjunct Faculty 24
8.4.3 Departments 24
8.5 Discontinued Classes for Faculty Overload 24
8.6 Direct Deposit 24
8.7 Large Class Size 25
ARTICLE 9 – REDUCED TEACHING LOAD WITH FULL RETIREMENT CREDIT 26
ARTICLE 10 – UNIT MEMBER BENEFITS 27
ARTICLE 11 – DISPUTE PROCEDURE 30
11.1 Definitions 30
11.2 Purpose 30
11.3 Procedure 30
11.3.1 Level One 30
11.3.2 Level Two 31
11.4 Rights of Unit Members to Representation 31
11.5 Miscellaneous 31
ARTICLE 12 – GRIEVANCE PROCEDURES 33
12.1 Definitions 33
12.2 Purpose 33
12.3 Procedure 34
12.3.1 Level One 34
12.3.2 Level Two 34
12.3.4 Level Three 34
12.4 Arbitrator's Decision 35
12.5 Rights of Unit Members to Representation 35
12.6 Miscellaneous 35
ARTICLE 13 – SAFETY 37
ARTICLE 14 – PERSONNEL FILES 38
ARTICLE 15 – Merged into Article 5 39
ARTICLE 16 – NEGOTIATION PROCEDURES 40
ARTICLE 17 – SUPPORT OF AGREEMENT 41
ARTICLE 18 – BANKING LECTURE/LAB HOURS 42
ARTICLE 19 – DURATION OF CONTRACT 44
MEMORANDUM OF UNDERSTANDING 45
DEPARTMENT CHAIR STUDY 45
MEMORANDUM OF UNDERSTANDING 46
ADDITIONAL REASSIGNED TIME 46
APPENDICES 47
FULL-TIME FACULTY SALARY SCHEDULE 48
APPENDIX A 48
FULL-TIME FACULTY SALARY SCHEDULE 49
APPENDIX B 49
FULL-TIME FACULTY SALARY SCHEDULE 50
APPENDIX C 50

LAB SUPERVISOR SALARY SCHEDULE FOR FULL-TIME FACULTY OVERLOAD 51
Appendix D 51
FULL-TIME FACULTY OR STAFF WHO ARE ASSISTANT COACH 52
Major Sport 52
Appendix E 52
ADMINISTRATIVE LEADSHIP PROGRAM 53
Appendix F 53
OVERLOAD SALARY SCHEDULE 54
Appendix G.1 54
OVERLOAD SALARY SCHEDULE 55
Appendix G.2 55
INTERSESSION SALARY SCHEDULE 56
Appendix H.1 56
INTERSESSION SALARY SCHEDULE 57
Appendix H.2 57

ARTICLE 1 – AGREEMENT

1.1 This Agreement is made and entered into by and between the Board of Trustees of the CITRUS COMMUNITY COLLEGE DISTRICT, whose address is 1000 West Foothill Boulevard, Glendora, California 91741-1899 (hereinafter designated as the "District" or "Board") and the CITRUS COLLEGE FACULTY ASSOCIATION (hereinafter referred to as the "Association"), an employee organization. The Association is a chapter of the California Teachers Association.

1.2 It is agreed that if the Association changes its legal names to the Citrus College Faculty Association/Community College Association**/**California Teachers Association/National Education Association (CCFA/CCA/CTA/NEA), this Agreement shall be applicable to and enforceable by the Association.

1.3 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code.

1.4 The bargaining unit and the District agree to mutually review the correct titles and document names where appropriate.

ARTICLE 2 – RECOGNITION

2.1 The Citrus Community College District hereby confirms its recognition of the Citrus College Faculty Association, which is a local chapter of the California Teachers Association and is affiliated with the National Education Association, as the exclusive representative for the following academic unit.

2.1.1 Included: All probationary, contract, and regular classroom teachers, counselors, librarians, department chairpersons, and nurses (hereinafter referred to as "Faculty" or "Unit Members").

2.1.2 Excluded: All management personnel as defined in Government Code 3540.1.

2.1.3 Others also excluded: All casual/limited term or temporary personnel including but not limited to substitutes of any description.

2.1.4 Part-time hourly personnel.

2.1.4.1 Other personnel whose primary employment is not with the District, or who have no reasonable expectation of continuous, regular employment with the District.

2.1.5 District designated confidential personnel, such as secretary to the superintendent/president.

2.1.6 All classified and other non-academic personnel.

2.2 The Association and the District agree that this represents the appropriate unit and that they will not seek by any means other than those specified below to amend or change in any way the unit described herein during the period of time this agreement is in effect. The Association and the District shall have the right to seek unit clarification by PERB proceedings on any new titles not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Association.

2.3 Disputes concerning this Article are not subject to the grievance provision of Article 12.

ARTICLE 3 – ASSOCIATION RIGHTS

3.1 Access

3.1.1 Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members and transacting lawful Association business.

3.1.2 In no event shall Association business interrupt or interfere in any way with classroom teaching hours or other official college-assigned responsibilities unless approved by the District.

3.2 Distribution and Posting of Materials

3.2.1 The Association may distribute organizational literature on District property, provided it conforms to the content restrictions in Article 3.4 hereof, and does not interfere with District business. No person shall distribute literature on District property in a place or manner which distracts unit members who are performing their assigned duties. Literature may be distributed, or left for pickup in coffee rooms, faculty rooms, and in other appropriate site locations as designated by the superintendent/president or the superintendent/president's designee.

3.2.2 The Association shall have the right to post notices of Association concern (consistent with Article 3.4 hereof) on bulletin boards, at least one of which shall be provided by the District in each work location in an area frequented by unit members.

3.3 Use of Campus Communication Resources

3.3.1 The Association shall have reasonable use of the District mailboxes, telephone voice mail, and email to distribute organizational material**.** The superintendent/president shall be included in the distribution list for all materials for faculty-wide distribution through the school's voice mail and email.

3.4 Name and Assignments

3.4.1 By the 4th Monday of each semester, the District shall furnish the Association, without charge, a list of the names and assignments of all unit members.

3.5 Representation Rights

3.5.1 The Association has the right to represent unit members in their employment relations with the District. Upon request of a unit member, the Association shall be entitled to represent such person in matters involving contemplated discipline or discharge of the unit member, or processing of an alleged grievance or dispute, and to accompany such person to review the unit member's personnel file.

3.6 Reassigned Time

3.6.1 The Association shall be granted release time of 1.0 FTE (100%) annually. Additional reassigned time may be granted for a particular year as agreed to by the District and the Association through a memorandum of understanding. This reassigned time may be banked and used within a three-year period and distributed at the discretion of the Association. The request to use the reassigned time must be submitted to the appropriate vice president and the director of Human Resources and approved by the appropriate vice president prior to finalizing the schedule for the next semester.

3.6.2 The Citrus College Academic Senate shall receive 1.00 FTE (100%) reassigned time annually to be distributed at the discretion of the Senate. The 1.00 FTE includes the reassigned time for the Curriculum Committee Chair. The request to use the reassigned time must be submitted to the appropriate vice president and the director of Human Resources and approved by the appropriate vice president prior to finalizing the schedule for the next semester.

3.7 Access Rights

3.7.1 The Association shall have access, upon request and at reasonable times and in a reasonable manner, to all district, county, state and federal reports that the District completes for, or receives from, the aforementioned governmental levels, and that are public record. The Association shall be responsible for reproducing copies of same at the Association's expense.

3.8 Dues and Service Fee

3.8.1 The Association and the District agree that each unit member in the bargaining unit shall contribute equally toward the cost of administration of this Agreement by the Association and for the representation of unit members in the bargaining unit by the Association.

3.8.2 By November 1 of the year covered by this Agreement, all unit members will pay the annual unified Citrus College Faculty Association/Community College Association/California Teachers Association/National Education Association (CCFA/CCA/CTA/NEA), dues or authorize the deduction of this amount in installments from the 10 regular monthly payroll warrants. Should a unit member choose not to join the Association, a service fee equal to the unified dues will be paid by the unit member in the manner prescribed above.

3.8.3 In the event a unit member is hired after September 1 of the year covered by this agreement, the unit member will be assessed a fee prorated for the number of months remaining under this Agreement.

3.8.4 The dues deduction authorization shall be revocable upon written notice by the unit member and such revocation shall be effective commencing with the next pay period after its receipt. On a monthly basis, the District shall draw its order upon the funds of the District in favor of the Association for an amount equal to the total of the dues deductions and shall furnish to the Association a list of all unit members affected together with the amount deducted for each.

3.8.5 Should a unit member elect to revoke the dues deduction authorization, the unit member remains bound by this Agreement to pay the service fee or any fraction of the fee remaining unpaid at the time of revocation as a condition of continued employment. The Association agrees to pay to the District all legal fees and legal costs incurred by the District in the dismissal of any certificated employee pursuant to the agency fee provisions of this Agreement. The Association shall pay to the District any legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board, or any other body, challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

The Association shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed. Prior to making such a decision, the Association shall confer with a designated representative from the District in an effort to reach mutual agreement as to whether the action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed.

3.8.6 Any unit member who is a member of a religious body whose traditions, teachings or tenets include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in, or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following nonreligious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

(1) Citrus College Faculty Association Scholarship Fund
(2) Citrus College Foundation General Fund
(3) Citrus College Foundation Scholarship Fund
(4) Foundation to Assist California Teachers

One tenth of the representation fee, which would have been paid will be deducted each month for ten months from that employee's pay warrant and deposited in the designated account for one of the organizations listed in this section.

3.8.7 If a unit member holds conscientious objections pursuant to this Article and requests the Association to use the grievance procedure or arbitration procedure on the unit member's behalf, the Association is authorized to charge the unit member for the reasonable cost of using such procedures.

ARTICLE 4 – BOARD'S RIGHTS

4.1 It is understood and agreed that the Board of Trustees retains all rights, powers, privileges, functions and authority to direct, manage and control the operations of the District to the full extent authorized by law, except as limited by the terms of this agreement and the Educational Employment Relations Act, California Government Code Sections 3540 et seq. and described in the California Public Employee Relations (CPER) publication "Pocket Guide to the Educational Employment Relations Act," March 2006 (Seventh Edition) published by the California Public Employee Relations Program, Institute of Industrial Relations, University of California, Berkeley, as may be subsequently revised.

4.2 It is understood that all Board Policies, which fall within the scope of negotiations will not be adopted or revised without a negotiated agreement between the Board and the Association.

4.3 The parties agree that during the term of this agreement the Board shall not change any Board Policy or Administrative Regulation which is related to wages, hours of employment or other terms and conditions of employment, unless agreed to by both the Board and the Association. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200 of the Government Code, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Section 3548.5, 3548.6 and 3548.8, and the layoff of probationary academic school district employees, pursuant to Section 44959.5 of the Education Code.

4.4 The Board agrees not to initiate any new policy which would relate to wages, hours of employment or other terms and conditions of employment without prior agreement from the Association. The Board also agrees that it will not change any Board Policy which does not currently relate to wages, hours of employment or other terms and conditions of employment so as to come under the jurisdiction of this article.

4.5 Misapplication or failure to carry out Board Policy covered by this article is subject to the Grievance Procedure in Article 12 of this Agreement.

4.6 In the event that there is a conflict between Board Policy and the Agreement, then the Agreement language shall take precedent.

ARTICLE 5 – FACULTY ASSIGNMENT

5.1 Work year

5.1.1 The general work year is based on the compressed calendar consisting of 16 weeks of instruction for each fall and spring semester.

5.2 Classroom Faculty

5.2.1 The work year for all unit members for the regular school year shall be 175 days. Subject to approval by the superintendent/president or his designee, the work year for all unit members who are under contract other than the regular school year of 175 days shall be as follows:

1) 10-1/2 month employees shall be responsible for an additional 10 working days
2) 11 month employees shall work an additional 20 days, which shall be approved by the superintendent/president or his designee
3) 11-1/2 month employees shall work an additional 30 days
4) 12 month employees shall work an additional 40 days

5.3 Counselors

5.3.1 The work year for counselors shall be as follows:

1) Counselors hired beginning July 1, 1995 ..... 175 days
2) Counselors hired before 1995 ..... 195 days

5.4 Librarians

5.4.1 The work year for librarians shall be as follows:

1) Librarians ..... 195 days

5.5 Full-time Faculty Coordinators

5.5.1 The work year for full-time faculty coordinators shall be as follows:

1) DSP&S ..... 195 days
2) Transfer Center ..... 205 days
3) Articulation ..... 195 days
4) Non-Credit Matriculation ..... 175 days
5) College Nurse ..... 175 days
6) Academic Lab Coordinators ..... 175 days
7) Teacher Excellence Coordinator ..... 175 days

5.6 Weekly Hours of Assignment

5.6.1 Unit members' workload elements are built upon an assumed 40-hour workweek in a 17.5/week semester. A unit member's workweek is comprised of: 1) assigned load, 2) office hours, and, 3) additional time as set forth below.

5.7 Classroom Faculty

5.7.1 For classroom faculty, the workweek shall consist of 30 assigned hours, which include course preparations, lectures, laboratory activities involving student contact, and student assessment required of unit members to create the instructional experience.

5.7.2 A unit member shall be assigned to teach a class on Saturdays or Sundays only by mutual agreement between the unit member and the District.

5.7.3 A unit member's request to participate in shared governance or other committee activities shall have priority in assignment of classes scheduled during Consultation Hour.

5.8 Counselors/Program Coordinators and Learning Disability Specialist

5.8.1 For counseling faculty, learning disability specialists, and program coordinators, the workweek shall consist of 30 assigned hours, which include student contact, teaching, preparation, evaluation, student assessment, assigned projects, program coordination, program liaison, and other assigned activities.

5.9 Librarians/School Nurse/Lab Supervisors

5.9.1 For librarians and college nurse, and lab supervisors the workweek shall consist of 30 assigned hours, which include professional service, teaching, preparation, department planning activities, teaching-related office hours, and other assigned activities.

5.10 Office Hours

5.10.1 Classroom Faculty

5.10.1.1 Each classroom faculty member shall have at least one (1) student/teacher conference hour for each day a unit member has an assigned class. The total number of student/teacher conference hours for a semester for a full-time teaching load shall be 87.5. A unit member who has less than a full-time teaching load shall have a pro-rata number of student/teacher conference hours.

5.10.1.2 Unit members teaching distance education courses may schedule one (1) virtual office hour per week for each distance education course taught. These office hours shall be in lieu of in-person office hours and will reduce the number of in-person office hours required accordingly. Virtual office hours may be conducted either on or off campus. As with all office hours, the days/times, and locations shall be published, and will be offered in such a way as to afford students access to instructors that is predictable.

5.10.2 All Faculty Unit Members

5.10.2.1 Unit members with reassigned time may reduce student/teacher conference hours proportionally.

5.10.3 Counseling and Non-Instructional Faculty

5.10.3.1 Counseling and non-instructional unit members who teach classes as part of the basic workload will schedule one (1) office hour per three (3) hours of classroom instruction. These office hours will be scheduled as part of the 10 non-assigned hours described below in Section 5.10.4.1.

5.10.4 All Faculty Unit Members

5.10.4.1 In addition to the weekly hours set forth above, all faculty weekly assignments shall include, 10 hours to include scheduled department meetings, required student teacher conference hours, including shared governance activities/committees, student follow-up, community involvement, and other professional and academic activities. For Librarians, School Nurses and Lab Supervisors, five (5) of these ten (10) hours will be assigned.

5.10.5 Additional Provisions for Counselors

5.10.5.1 Counselors' loads include additional duties as described in Section 5.10.4.1 of this agreement.

5.10.5.2 Ten-month counselors are responsible for 175 days of work including six (6) scheduled hours per day.

5.10.5.3 It shall be the practice that counselors may complete their 175 days obligation by working 175 days with six (6) scheduled/assigned hours per day.

5.10.5.4 It shall be the practice that counselors may complete their 175 days obligation by working 140 days with 7.5 scheduled/assigned hours per day.

5.10.5.5 For those counselors with contracts with greater than a 175 days obligation, all contract days exceeding the base 175 contract days will be scheduled/assigned as six (6) hour days.

5.10.5.6 Counselors shall not have greater than 30 scheduled/assigned hours per week except as overload and by mutual agreement between the counselor and the District.

5.10.5.7 Counselors shall not have fewer than 30 scheduled/assigned hours per week except by mutual agreement between the counselor and the District.

5.10.5.8 Counselors shall be assigned workdays on Saturday or Sunday only by mutual agreement between the counselor and the District.

5.10.5.9 Counselors may request to adjust their workday calendar for January 1 – June 30 by submitting a written request to the dean by December 1.

5.10.5.10 As with classroom faculty, counselors who teach as a part of their load will be required to include as workdays those days when the class is scheduled to meet.

5.10.5.11 Each teaching hour for counseling courses shall count toward load as it would for classroom faculty and will reduce the hours required for other assigned duties accordingly.

5.10.5.12 Counselors who request (and are approved) or who are assigned to attend an off-campus function on a regularly scheduled work day(s) shall receive credit for having worked the day(s) or appropriate portion thereof.

5.10.5.13 Counselors who request and are approved to attend an off-campus function on otherwise unscheduled day(s) and/or hour(s) are understood to be attending voluntarily as part of their unassigned professional obligation.

5.10.5.14 Counselors who are assigned to attend an off-campus function on an otherwise unscheduled work day(s) shall receive credit for having worked the day or appropriate portion thereof and shall be afforded the right to remove from their schedule a day(s) or appropriate portion thereof mutually agreed to by the counselor and the dean.

5.10.5.15 Counselors may request changes in their scheduled workdays in the case of extraordinary circumstances.

5.10.5.16 Program coordinator positions in Counseling are:

1) DSP&S Coordinator
2) Transfer Center Coordinator
3) Articulation Officer
4) Non-Credit Matriculation Coordinator
5) Teacher for Excellence Coordinator

5.11 Faculty Load (Required Assignment)

5.11.1 A unit member's load is based on the Lecture Hour Equivalent (LHE). The "annual load" for unit members is 30 LHE; 15 LHE in each semester (fall and spring) of a school year. These standards reflect the application of the Carnegie unit as specified in Title 5 § 55002 (b)(1)(B), and the amount of preparation, evaluation, and student contact required to deliver the course curriculum.

5.11.2 Full Lecture-Hour Equivalent (1.0 LHE) Assignments

5.11.2.1 One (1) LHE is 17.5 class hours during which the unit member is primarily engaged in lecture, demonstration, problem solving, or similar type of activity. A minimum of one (1) hour of substantial preparation and/or student assessment is needed per class hour.

5.11.3 Eighty-Five One-Hundredths Lecture-Hour Equivalent (0.85 LHE) Assignments

5.11.3.1 Seventeen and one-half (17.5) class hours of science laboratory during which students are primarily self-directed but the unit member provides some lecture, demonstration, and/or small group or individual instruction and for which the unit members member has a minimum of 45 minutes of preparation and/or substantial outside assessment of student (written) work per class hour is designated as 0.85 LHE.

5.11.3.2 Seventeen and one-half (17.5) class hours of journalism production, theatrical or music performance, or forensics laboratory during which students are engaged in rehearsal or performance but the unit member provides some lecture, demonstration, and/or small group or individual instruction and for which the unit members member has a minimum of 45 minutes of preparation, evaluation and/or a substantial amount of outside student contact per class hour is designated as 0.85 LHE.

5.11.4 Three-Quarter Lecture-Hour Equivalent (0.75 LHE) Assignments

5.11.4.1 Seventeen and one-half (17.5) class hours of technical or academic skill laboratory during which students are primarily self-directed but the unit member provides some lecture, demonstration and/or small group or individual instruction and for which the unit member has a minimum of 30 minutes of outside preparation and/or assessment of student (written) work per class hour is designated as 0.75 LHE.

5.11.4.2 Seventeen and one-half (17.5) class hours of theatrical or music development laboratory during which students are primarily self-directed but the unit member provides some lecture, demonstration and/or small group or individual instruction and for which the unit member has a minimum of 30 minutes of outside preparation, assessment of student work, or additional student contact per class hour is designated as 0.75 LHE.

5.11.4.3 Seventeen and one-half (17.5) class hours of adaptive physical education or varsity sports laboratory during which students are primarily self-directed but the unit member provides some lecture, demonstration and/or small group or individual instruction and for which the unit member has a minimum of 30 minutes of outside preparation, assessment of student work, or additional student contact per class hour is designated as 0.75 LHE

5.11.5 Two-Thirds Lecture-Hour Equivalent (0.667 LHE) Assignments

5.11.5.1 Seventeen and one-half (17.5) class hours during which students are primarily engaged in an activity, vocational skill or athletic skill building laboratory which does not require the unit member to engage in significant amounts of lecture or demonstration and there is limited assessment of student (written) work required of the supervising unit member outside of student contact time and for which preparation and/or assessment require a minimum of 15 minutes per class hour is designated as 0.667 LHE.

5.11.6 One-Half Lecture-Hour Equivalent (0.5 LHE) Assignments

5.11.6.1 Seventeen and one-half (17.5) class hours during which students are self-directed with the unit member acting as a supervisor and attending to all questions from students and does not require preparation or outside assessment by the unit member is designated as 0.50 LHE.

5.11.6.2 Seventeen and one-half (17.5) hours during which a counseling unit member is assigned to meet with students in their role as counselor or learning disability specialist is designated as 0.50 LHE.

5.11.6.3 Seventeen and one-half (17.5) hours during which a librarian unit member is assigned to specific professional tasks within the Citrus College Library Program is designated as 0.50 LHE.

5.11.6.4 Seventeen and one-half (17.5) hours during which the unit member is assigned to coordinate a specific project, task, curricular area on a short term or on-going basis is designated as 0.50 LHE.

5.11.6.5 Seventeen and one-half (17.5) hours of time during which the college nurse serves in the professional role of campus nurse is designated as 0.50 LHE.

5.11.7 Coaching Lecture Hour Equivalent (LHE) Assignments

5.11.7.1 A head coaching assignment in season is five (5) LHE per semester and off-season is 2.5 LHE per semester up to a maximum of 7.5 LHE per academic year (see Administration Leadership Program, Appendix F).

5.11.7.2 An assistant athletic director assignment is five (5) LHE per semester.

5.11.8 Assignment of Classes and Hours

5.11.8.1 A faculty unit member's load shall consist of classes and/or hours to meet the required 15 LHE requirement per each fall and spring semester. This is referred to as the faculty member's "required load". In addition to a faculty member's required load, faculty may be assigned overload classes/hours.

5.11.8.2 A unit member may be assigned more than 15 LHE in a semester if necessary to complete required load.

5.11.9 Assignment of Classes

5.11.9.1 The following steps will be utilized each semester (fall/spring) to determine a faculty member's classroom load.

5.11.9.2 Unit members will be assigned classes to fulfill their required load.

5.11.9.3 Unit members will be offered remaining classes for overload.

5.11.9.4 Adjunct faculty will be offered remaining classes.

5.11.9.5 Classes that become available subsequent to assignment shall be offered first to unit members and then to adjunct faculty.

5.11.9.6 Changes to an assignment will be made only by mutual agreement of the unit member and the dean.

5.11.10 Assignment of Overload Classes/Hours

5.11.10.1 A unit member's overload assignment will not exceed ten (10) LHE in a semester without prior approval of the vice president of academic affairs. All overload assignments will be scheduled as follows:

5.11.10.2 Full-time department members will receive first priority.

5.11.10.3 Unit members from other departments meeting minimum qualifications will receive consideration prior to adjunct faculty members.

5.11.10.4 Adjunct faculty members will be offered any remaining classes.

5.11.11 Counseling Faculty Scheduling

5.11.11.1 The work day/work year schedule for counseling faculty for each academic year will be constructed using the following process.

1) On or before April 1, the dean will submit to counselors a calendar template showing all the assignable days for the upcoming academic/fiscal year (July 1 – June 30). The template will include notice of the dates/times for department meetings.
2) Counselors will develop their preferred schedules from the template described above by including the dates of their workdays for the entire academic year, and submit their completed template to the dean by May 1.
3) Counselors will include one evening in each week they have requested to work in their completed schedule template.
4) The dean will review the preferred schedules and will assign the work year schedule based on the best interests of the department and service to students.

5.11.12 Under Load and Load Balancing

5.11.12.1 If a unit member falls below the required load for a semester, the immediate supervisor will meet with the unit member to develop a plan to resolve the "under load."

5.11.12.2 If it is not possible to schedule a unit member with a full load in a semester, the immediate supervisor will meet with the unit member to develop a "load balancing plan" in which a lighter load in one semester is offset by a heavier load in the subsequent semester to achieve the appropriate annual workload. If load balancing over two semesters will not produce an average load that is appropriate, then load balancing over more than two semesters may be employed.

5.11.12.3 Unit members may request load balancing plan to reduce load for one (1) semester, however, load banking (see Article 18) should be considered as an alternative. All load balancing plans require the approval of the vice president of academic affairs.

5.12 Lecture Hour Equivalent Oversight Committee (LHEOC)

5.12.1 During the time that the temporary additional overload payments are in place, and continuing thereafter, the LHEOC will review courses according to the following procedure.

5.12.2 The dean of each division will confer with faculty in their respective departments regarding the LHE factors assigned to their courses.

5.12.3 Where there is agreement between the dean and the faculty that the LHE factors are appropriate, no action is necessary.

5.12.4 Where there is agreement between the dean and the faculty that the LHE factor(s) are not appropriate—and agreement regarding what the LHE factor(s) should be—the dean and the faculty shall submit the agreed upon changes to the Curriculum Committee for approval.

5.12.5 Where there is disagreement between the dean and the faculty regarding LHE factors, each party will be invited to present information to the LHEOC about the responsibilities of the faculty who teach those courses based on the elements in Section 5.3. Presentations will include supporting material(s) to substantiate the stated responsibilities.

5.12.6 LHEOC will review the information included in the presentation and render a decision in writing regarding the LHE factors to be recommended for the classes.

5.12.7 The LHEOC will only review LHE value(s) for those courses that are brought to the committee because of disagreement between the division dean and the department faculty or identified by the office of instruction for review.

5.12.8 The LHEOC is composed of the vice president of academics (committee chair) and four appointees: one Academic Senate appointee, one Association appointee, and two instructional deans appointed by the vice president of academic affairs.

5.12.9 No appointee will serve a term longer than three (3) consecutive years.

5.12.10 After consideration of the recommendations of the dean and faculty and prior to course approval, the LHEOC will submit to the Curriculum Committee the recommended LHE value(s). The Curriculum Committee may choose to adopt the LHE value(s) as submitted or send the course back to the LHEOC for additional deliberation.

5.12.11 The LHEOC will reach decisions by a majority vote of the appointees with the committee chair voting only as a tiebreaker.

ARTICLE 6 – NON-DISCRIMINATION

6.1 The District and the Association agree to cooperate in a policy of equal opportunity for all employees. Discrimination because of race, creed, age, sex, political affiliation, lifestyle, physical handicap or Association activity is expressly prohibited.

6.2 Sexual harassment shall be considered discrimination under this Article.

6.3 Disciplinary action will be taken against employees and supervisors who engage in any activity prohibited under this Article.

6.4 The District agrees to take corrective action to ensure that such practices are remedied and that such discrimination does not continue. Reprisal against a grievant or witness for a grievant is prohibited.

6.5 Allegations of discrimination are not subject to the provisions of Article 12 of this Agreement, entitled, "Grievance Procedure." Any charges of discrimination by a unit member will be adjudicated first through the District's discrimination complaint procedure and then, if desired, the appropriate governmental agency.

ARTICLE 7 - ACADEMIC FREEDOM AND INTELLECTUAL PROPERTY

7.1 Academic Freedom

7.1.1 The unit member shall have the academic freedom to seek the truth and guarantee freedom of learning to the students.

7.2 Intellectual Property

7.2.1 The unit member shall have the right to intellectual property created by that unit member.

ARTICLE 8 – SALARIES

8.1 Faculty Salary Schedules – General Guidelines

8.1.1 Salaries of individual faculty members will be established in accordance with the salary schedule and all the provisions governing its use.

8.1.2 Units counted toward advancement on the salary schedule must be graduate units earned at an institution accredited by one of the regional associations such as, Western Association of Schools and Colleges. Undergraduate units which have been given prior approval by the appropriate vice president may also be counted toward advancement. Graduate units earned at foreign colleges or universities must be approved in advance by the appropriate vice president. Foreign transcripts must be translated and evaluated for equivalency by a bonafide U.S. evaluation service.

8.1.3 Unit members who plan to advance from one salary classification to another must notify the Human Resources Office at the time the advancement is to become effective. The salary will not be changed until all units claimed for the change are officially verified. A change will be made in salary advancement due to the accumulation of units on the first of the month following verification.

8.1.4 It is the responsibility of the individual to notify the Human Resources Office of any error in placement on the salary schedule. Errors discovered either by the employee or the District will, in every case, be recovered to the extent allowed by law either by the District or by the employee, depending upon in whose favor the error was made.

8.1.5 Each faculty member shall be granted one increment on the salary schedule for each year of satisfactory service until the maximum number of increments is reached. Satisfactory service shall be defined as having received “satisfactory” on the latest evaluation (See Board Policy on Tenure and Evaluation).

8.1.6 Whenever, for any cause, the work of a unit member is designated as “unsatisfactory” by the unity member’s evaluation team on the evaluation form, class or step increments may be withheld until improvement is affected.

8.1.7 In moving from any salary class to another, a unit member may not advance more than one step for each year of service to the District.

8.1.8 Unit members shall make satisfactory professional growth in order to advance on the salary schedule. Evaluation shall be made in accordance with Administrative Regulation 4131. Unit Members who do not meet satisfactory professional growth shall be given one year in which to show improvement. Failure to make satisfactory improvement after notification shall result in no salary advancement.

8.1.9 The District will continue to pay all unit members with an earned doctorate degree an additional 6.4% of Class I, Step 1. The doctorate shall be earned at an institution accredited by one of the regional associations.

8.1.10 When unit members reach Class IV or V, Step 14 on the salary schedule they become eligible, subject to recommendation of the superintendent/president, to receive anniversary increments for professional growth as shown in the applicable Full-time Faculty Salary Schedule.

8.2 Salary Schedules

8.2.1 Effective January 1, 2009

8.2.1.1 No increase in the salary schedules. The salary schedules in effect as of January 1, 2009, shall remain in effect until December 31, 2009. In the event any bargaining unit or unrepresented group at the District receives an on schedule across-the-board salary increase, any time from January 1, 2009 through December 31, 2009, the salary schedules set forth in this agreement will be increased by the same amount.

8.2.2 Effective October 2009

8.2.2.1 Article 8 shall be reopened for purpose of negotiating salary. In the event any bargaining unit or unrepresented group at the District receives an on schedule across-the-board salary increase, any time from January 1, 2010 through December 31, 2010, the salary schedules set forth in this agreement will be increased by the same amount.

8.2.3 Effective October 2010

8.2.3.1 Article 8 shall be reopened for purpose of negotiating salary. In the event any bargaining unit or unrepresented group at the District receives an on schedule across-the-board salary increase, any time from January 1, 2011 through December 31, 2011, the salary schedules set forth in this agreement will be increased by the same amount.

8.2.4 Effective January 1, 2009

8.2.4.1 Appendix A, restructure the Full-Time Faculty Salary Schedule as shown.

8.2.5 Effective January 1, 2010

8.2.5.1 Appendix B, restructure the Full-Time Faculty Salary Schedule as shown.

8.2.6 Effective January 1, 2011

8.2.6.1 Appendix C, restructure the Full-Time Faculty Salary Schedule as shown.

8.2.7 The Full-Time Faculty Salary Schedules shown in Appendices B through H do not reflect any additional salary increases that may be negotiated effective January 1, 2010, or thereafter.

8.2.8 The Overload Salary Schedule and Intersession Salary Schedule are calculated as follows: The overload and intersession lecture rate is derived by multiplying the corresponding rate on the Full-Time Faculty Salary Schedule by 0.0185, and the overload and intersession lab rate is derived by multiplying the corresponding overload and intersession lecture rate by 0.75. Placement on these schedules shall be the same as the instructor's placement on the Full-Time Faculty Salary Schedule.

8.2.9 Appendix F, additional salary schedules, will reflect the same increases as specified in Sections 8.2.1, 8.2.2, and 8.2.3.

8.2.10 Hourly Non-Teaching Rate

8.2.10.1 The hourly rate for all non-teaching faculty shall be set at 1/1000th of Step 1, Class 1 of the Full-Time Faculty Salary Schedule.

8.2.11 Citrus College Leadership Program

A leadership program for full-time faculty is established to encourage professional growth and includes opportunities for full-time faculty to gain experience in administrative work (general and instruction/student services) and extra-curricular activities (the performing arts and athletics). The program is outlined, including compensation, in a flyer on file in the Office of Human Resources (title CITRUS COLLEGE LEADERSHIP PROGRAM FOR FULL-TIME FACULTY).

8.3 Definition of Salary Class

8.3.1 Class I

8.3.1.1 LIFE Credential OR Minimum Qualifications as defined by Education Code Sections 87355 and 87356.

8.3.2 Class II

8.3.2.1 Master's degree including 40 graduate level semester units beyond Bachelor's degree.

8.3.3 Class III

8.3.3.1 Master's degree including 60 graduate level semester units beyond Bachelor's degree.

8.3.4 Class IV

8.3.4.1 Master's degree including 80 graduate level semester units beyond Bachelor's degree.

8.3.5 Class V

8.3.5.1 Doctorate

8.3.5.2 The structure of 1989-90 faculty schedule will be maintained for those current vocational instructors who have been moving on the "vocational track" until such time as they can be transferred to the current salary schedule, as a result of increased education, without decreasing their annual salary.

8.4 Pay Schedule for Department Chairmen

8.4.1 Regular Day

8.4.1.1 The base pay for all department chairmen shall be 9.4% of Class I, Step 1 on the Faculty Salary Schedule for the first four full-time faculty supervised including the department chairman.

8.4.1.2 An amount equal to 1/2% of Class I, Step 1 on the Faculty Salary Schedule shall be added to the chairmen's base pay for each full-time unit member over four. For unit members who teach in more than one department, this amount will be prorated to the appropriate chairmen.

8.4.1.3 Up to one-fifth ($1/5^{th}$) of the department chairmen's teaching load may be assigned to other departmental duties subject to the approval of the vice president of academic affairs and the superintendent/president.

8.4.2 Adjunct Faculty

8.4.2.1 For each part-time teacher (excluding full-time teachers) 1/4% of Class I, Step 1 per semester will be paid to each department chairman for coordinating and supervising the adjunct program and evaluating adjunct instructors. This compensation will be a part of the chairman's regular monthly paycheck.

8.4.3 Departments

8.4.3.1 The following departments are established at Citrus College:

- Behavioral Sciences
- Biological Sciences
- Business/Computing & Information Systems
- Cosmetology
- Counseling
- Fine Arts
- Foreign Languages
- Health Occupations
- Health, Physical Education and Athletics
- Language Arts
- Mathematics
- Transportation Technology
- Music
- Physical Science and Engineering
- Public Services
- Social Sciences

8.5 Discontinued Classes for Faculty Overload

8.5.1 Faculty who have classes cancelled because of inadequate enrollment shall receive 1/1000th of Step 1, Class I of the Faculty Salary Schedule for each hour the class has met.

8.6 Direct Deposit

8.6.1 The District shall pay the administrative costs associated with direct deposit of pay warrants to all participating financial institutions for all unit members who elect to subscribe to such service. The District shall not be responsible for errors or missed deadlines, which might occur between the Los Angeles County of Education and the employee's financial institution. If an error occurs, the District will assist the employee in getting the direct deposit error corrected.

8.7 Large Class Size

8.7.1 For those classes that are scheduled with the expressed intent of having class sizes of 60 students or more, the division dean will confer with the instructor(s) of record prior to the finalization of the semester schedule to verify that the course offering(s) will adhere to standard expectations for course rigor and writing. The division office will then forward to the vice president of instruction a list of courses afforded large class size designation. Load and student assistance will be computed based upon class enrollment at the census date as follows:

- 60 students enrolled = +25% of instructor's overload salary for that specific course
- 70 students enrolled = +50% of instructor's overload salary for that specific course
- 80 students enrolled = +75% of instructor's overload salary for that specific course
- 90 students enrolled = +100% of instructor's overload salary for that specific course
- 100 students enrolled = +125% of instructor's overload salary for that specific course
- 110+ students enrolled = +150% of instructor's overload salary for that specific course

ARTICLE 9 – REDUCED TEACHING LOAD WITH FULL RETIREMENT CREDIT

9.1 The Board may permit a full-time unit member to reduce his or her workload from full-time to part-time and have his or her retirement benefits based upon full-time employment. Following are the rules and regulations for the implementation of the optional reduced load program with full retirement credit.

9.2 To be eligible to start the optional reduced load program, the unit member must be fifty-five (55) years of age or more before the beginning of his or her academic year in which the reduction in workload starts.

9.3 The option of reduced load shall be exercised upon mutual agreement of both the District and the unit member. The agreement requires official Board of Trustees approval and the required approval from the State Teachers' Retirement section at the Los Angeles County Office of Education. Once the option is exercised, it is not revocable unless agreed to by the Board.

9.4 The unit member must have been employed full-time (100%) as an academic employee of the District for at least ten (10) years prior to the request for reduced load.

9.5 There shall be a reduction in salary corresponding to the reduced load**.** The District will provide the reduced-load employee the same benefits provided a regular full-time (100%) academic employee.

9.6 The District and the unit member shall agree to make contributions to the State Teachers' Retirement System equal to the amount required of a full-time (100%) instructor.

9.7 A unit member on the optional reduced load program, upon mutual agreement with the District, as a minimum shall work:

- 100% the Fall semester and zero the Spring semester; or
- Zero the Fall semester and 100% the Spring semester; or
- 50% each semester; or
- Any assignment that will average 50% or more for the two semesters of the academic year.

9.8 By mutual agreement of the District and a unit member, the optional reduced load program may be increased or decreased within the Educational Code limitations, but shall not be decreased lower than an average of 50%.

9.9 If a unit member has been granted sabbatical leave within the five (5) years immediately preceding the request for the optional reduced load, the sabbatical year will be counted as full-time (100%) employment only if the unit member and the District paid into the retirement system the contributions necessary to bring the total contributions for the sabbatical year to 100% coverage.

9.10 Unit members who participate in this program will retain all full-time tenure rights but shall not have the option of returning to a full-time teaching position unless so agreed upon by the Board. This reduced load program shall be the precursor to the retirement of the unit member.

9.11 An application for the optional reduced load program shall be filed with the superintendent/president no later than December 1 for the following academic year.

ARTICLE 10 – UNIT MEMBER BENEFITS

10.1 The unit member benefit package shall include mandatory medical, dental, vision, and prescription insurance for those who do not have coverage by another source. New unit members shall select a program and process required documents for unit member benefits within thirty (30) days of their date of employment or such benefits may be lost until the next available open enrollment period. It is the District's responsibility to inform the new employee of the available options. Unit member benefit monies remaining after selection of options may be used for other programs available through District payroll deduction except as restricted in Article 10.2. The effective date for these benefits will be the first of the month following the first day of service, provided that ten working days in the month prior have been satisfied.

10.1.1 The District shall contribute for the current contract enough to fund the 2001-03 coverage for unit members and their dependents for medical insurance. The District shall provide monies for the same dental and vision coverage as in the 2001-03 contract. Any change of provider or level of coverage for medical, dental, or vision insurance will be brought, upon recommendation by the District's Insurance Committee to the Association for approval by its members.

Changes in the agreement between the District and the District's medical provider that increase current benefits or clarify language, but do not decrease the level of current coverage, will be deemed accepted by the Association and the District. Representatives of the bargaining units will be provided with the language changes. The District will not assume the responsibility for any decrease in the level of coverage initiated by the provider after agreement is reached on the fringe benefit package.

10.1.2 All tax shelter amounts previously created through use of excess allotments shall be maintained at no more than the 1981-82 level ($71.00), except as indicated in Article 10.2

10.2 For employees who have medical coverage elsewhere, there shall be funds available and apportioned as follows: the same allotment as in 10.1.2, plus 20% of the single party HMO rate, in place in the current contract, contributed to the affected unit member's tax sheltered annuity, and 80% to the District insurance programs.

10.3 The District shall provide each unit member term life insurance with a face value of $50,000 paid for by the District.

10.4 Each unit member shall be entitled to use, without qualification, three (3) days of regular sick leave as unspecified personal necessity leave with reasonable notice (three working days) to the appropriate vice president.

10.5 Any unit member who holds an elected office in a statewide educational organization will be granted released time to fulfill the duties of that office. The unit member's salary shall be reduced to that percentage of a full load that the unit member teaches. In order that the unit member receive full salary and benefits, the statewide organization shall be responsible to reimburse the District for the salary and benefits in proportion to the released time. Benefits shall include, but are not limited to, unit member benefits as defined in Article 10, Retirement, Unemployment Insurance, Workers Compensation and Social Security/Medicare costs.

10.6 The District shall provide medical, dental, vision, and prescription coverage for retired unit members, their spouses, and eligible dependent children enrolled at time of retirement which are the same as those provided to active unit members. This benefit shall be available to unit members retiring after reaching their fifty-fifth (55) birthday or retiring under the disability provisions of the State Teachers Retirement System provided said unit member has at least ten (10) consecutive years of service to the District. If a unit member permanently leaves the employment of the District under any circumstances other than retirement, these retirement provisions are not applicable. The coverage provided shall be coordinated with Medicare Parts A and B for those unit members who are eligible. A Board approved leave shall constitute a year of service for the purpose of computing eligibility for this benefit. A Board approved leave shall not constitute a break in consecutive service for the purpose of computing eligibility for this benefit.

10.6.1 To be eligible to retire with District paid medical, dental, vision, and prescription insurance, the unit member must submit a letter of retirement to the superintendent/president, or his or her designee, along with an "Application for Retirement Benefits" prior to date of retirement.

10.6.2 A unit member whose work assignment is for more than 60% of a regular assignment and meets the qualifications stated above shall be eligible for the pro rate share of the fully paid medical, dental, vision, and prescription insurance. Unit members who retire after being on reduced load with full retirement benefits (Article 9) and who qualify under 10.6 shall receive the same paid retiree benefits as full-time unit members who retire.

10.6.3 Retirement Options

10.6.3.1 Each unit member may choose one of the following District-paid options for retirement medical benefits. The unit member must submit this decision on the "Application for Retirement Benefits" prior to date of retirement. The effective date of either option will be the first day of the month following the date of retirement.

Option A

District-paid medical, dental, vision, and prescription insurance for retirees shall become effective on the first of the month following the month of retirement, but not before the first month after the unit member's 55th birthday, and shall continue until the end of the month in which the unit member reaches age 67, provided said unit member has at least ten (10) consecutive years of service to the District prior to retirement. For each additional ten (10) consecutive years of service to the District the unit member will receive one (1) more year of District-paid medical, dental, vision, and prescription insurance up to a maximum of two (2).

Years of Consecutive Service:	Benefits Paid to Age:
10	67
20	68
30	69

Unit members shall be allowed to pay their own, their spouse's, and their dependent children's membership fees and continue on the District's medical, dental, vision and prescription plans after reaching 67, 68, or 69 years of age, whichever applies.

Option B

The District shall provide an annual amount for the life of the retiree depending on the length of service to the District from the following table. This amount shall become effective and payable on the first of the month following the month of retirement, but not before the first month after the unit member's 55th birthday.

Years of Consecutive Service:	Annual Amount:
30	$2,500
25	$2,250
20	$1,875
15	$1,250
10	$1,000

A Board approved leave shall not constitute a break in consecutive service for the purpose of computing eligibility for these benefits.

10.6.4 The District will pay $5,000 as a bonus to a unit member (after the unit member's 55th birthday, providing said unit member has at least ten (10) consecutive years of service to the District prior to retirement) if said unit member submits a retirement letter by September 15 of the last year of service.

ARTICLE 11 – DISPUTE PROCEDURE

11.1 Definitions

11.1.1 A “dispute” is a claim by a unit member that there is a conflict other than a grievance as defined in Article 12.

11.1.2 For the purposes of Article 11 “academic year” is the period commencing with the date on which convocation is held and ending with the date on which commencement is held. The winter and summer intersessions are excluded from this definition of the academic year.

11.1.3 For the purposes of Article 11, a “day” shall mean any day in during the academic year in which the college is open, excluding Saturday and Sunday.

11.2 Purpose

11.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to disputes. The District and the Association commit to engaging in meaningful discussions at each level of the dispute procedure.

11.2.2 Both parties agree that these proceedings shall be kept as informal as may be appropriate at any level of the procedure.

11.2.3 A disputant may request that the Association represent him/her but nothing contained herein will be construed as limiting the right of any unit member having a dispute to discuss the matter informally with any appropriate member of the administration, and to have the dispute adjusted without intervention of the Association, provided that such adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given a copy of the dispute and the proposed resolution and has been given an opportunity to respond.

11.2.4 Since it is important that disputes be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by a written mutual agreement.

11.2.5 In the event that a dispute is filed at such a time that it cannot be processed through all the steps in this dispute procedure or is still unresolved by the end of the academic year, the time limits set forth herein may be adjusted so that the procedure can be completed prior to the end of the academic year, or as soon thereafter as may be agreeable to the disputant and the District. Any agreement to adjust the time limits pursuant to this section shall be in writing. In the absence of such a written agreement no agreement to adjust the time requirements shall be inferred.

11.3 Procedure

11.3.1 Level One

11.3.1.1 A unit member shall first discuss the dispute with the appropriate department chairman, dean, and/or appropriate vice president in that order, either individually or with the Association’s designated representative with the objective of resolving the matter informally. Should the unit member not have a department chairman or dean, the unit member shall begin the procedure with the appropriate vice president.

11.3.2 Level Two

11.3.2.1 If within thirty (30) days following the informal discussion provided at Level One the unit member is not satisfied with the disposition of the dispute, the unit member may file the dispute in writing with the superintendent/president of the District or the superintendent/president's designee and also may file the dispute with the president of the Association or the president's designee. If said dispute is not filed within the specified thirty (30) days, it shall not be subject to further consideration and shall be deemed settled on the basis of the decision last made at Level One.

11.3.3 Within fourteen (14) days after receipt of the written dispute by the superintendent/president of the District or the superintendent/president's designee, the superintendent/president or the superintendent/president's designee shall meet with the unit member and, if requested by the disputant, the president of the Association or the president's designee in an effort to resolve the dispute. The decision, including stated reasons for said decision, of the superintendent/president, or superintendent/president's designee, shall be presented to the disputant and the president of the Association in writing within seven (7) days following the meeting at Level Two.

11.4 Rights of Unit Members to Representation

11.4.1 No reprisals of any kind shall be taken by the Board, the superintendent/president of the District, or by any member or representative of the administration of the District against any unit member with a dispute, any member of the Association, or any other participant in the dispute procedure by reason of such participation.

11.4.2 The disputant may represent himself/herself at all stages of this procedure, and if requested by the disputant, he/she may be represented by the president of the Association or the president's designee.

11.5 Miscellaneous

11.5.1 If a dispute arises from action or inaction by the superintendent/president, the disputant shall submit such dispute in writing directly to the superintendent/president of the District, the president of the Board, and the Association. The processing of such a dispute shall commence at Level Two.

11.5.2 Dispute meetings normally will be scheduled by the District so as not to conflict with classroom duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's administrative office, the District shall provide released time with no loss of pay to the disputant, witnesses, and, if requested, the president of the Association or the president's designee so that the session can be accommodated within such business hours. This shall constitute "reasonable periods of release time" within the meaning of Government Code 3543.1 (c).

11.5.3 In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a dispute is filed until it is processed, neither the disputant nor the Association nor the District shall make public either the dispute or evidence regarding the dispute.

11.5.4 All procedural documents, communications, and records dealing with the processing of a dispute will be filed in a separate dispute file and will not be kept in the personnel file of any of the participants. With the approval of the superintendent/president of the District or the superintendent/president's designee, the file may be opened, but only in the presence of the Association president or the president's designee, except that the disputant may examine the disputant's file at any time.

11.5.5 Forms for filing disputes, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Human Resources Office. Such forms shall be posted on the District's website. A unit member may request a copy from Human Resources. Human Resources will provide a copy within seventy-two (72) hours of receipt any such request.

ARTICLE 12 – GRIEVANCE PROCEDURES

12.1 Definitions

12.1.1 A “grievance” is a claim by a unit member that there has been a violation, misapplication, or misinterpretation of any of the provisions of this Agreement, including this Article, except those provisions which clearly state they may not be grieved.

12.1.2 For the purposes of Article 12, “academic year” is the period commencing with the date on which convocation is held and ending with the date on which commencement is held. The winter and summer intersessions are excluded from this definition of the academic year.

12.1.3 An “aggrieved person” or “grievant” is the unit member(s) adversely affected or the Association.

12.1.4 For the purposes of Article 12, a “day” shall mean any day during the academic year in which the college is open, excluding Saturday and Sunday.

12.2 Purpose

12.2.1 The purposes of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. The District and the Association commit to engaging in meaningful discussions at each level of the grievance procedure.

12.2.2 Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

12.2.3 The aggrieved person(s) may request that the Association represent them, but nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that such adjustment is not inconsistent with the terms of the Agreement and that the Association has been given a copy of the grievance and the proposed resolution, and has been given an opportunity to file a response.

12.2.4 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual written agreement.

12.2.5 In the event a grievance is filed at such a time that it cannot be processed through all of the steps within this grievance procedure by the end of the academic year. The time limits set forth herein may be adjusted so that the procedure may be completed prior to the end of the academic year, or as soon thereafter as may be agreeable to the grievant and the District. Any agreement to adjust the time limits pursuant to this section shall be in writing. In the absence of such a written agreement no agreement to adjust the time requirements shall be inferred.

12.3 Procedure

12.3.1 Level One

12.3.1.1 Within forty five (45) days of the unit member's discovery of the alleged violation, an aggrieved person will first discuss the grievance with the appropriate immediate management supervisor and if unresolved, the appropriate dean, and if still unresolved with the appropriate vice president in that order, either individually or with the Association's designated grievance representative with the objective of resolving the matter informally. Should the aggrieved person not have a dean, the aggrieved shall begin the procedure with the vice president. The highest level administrator seen will respond, in writing, to the aggrieved person within a period of ten (10) days.

12.3.2 Level Two

12.3.2.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level One, the aggrieved person may file the grievance in writing, on the appropriate District form from the Office of the superintendent/president, with the superintendent/president of the District or his/her designated vice president within ten (10) days following the decision at Level One.

12.3.2.2 Within fourteen (14) days after receipt of the written grievance by the superintendent/president of the District or the superintendent/president's designated vice president, the superintendent/president of the District or the superintendent/president's designated vice president, will meet with the aggrieved person, and if requested by the grievant, the president of the Association or the president's designee, in an effort to resolve the grievance. The decision, including stated reasons for said decision, of the District superintendent/president or the superintendent/president's designated vice president, shall be presented to the grievant and the president of the Association in writing within seven (7) days following the meeting at Level Two.

12.3.4 Level Three

12.3.4.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, the president of the Association or the president's designee, may, within an additional ten (10) days, submit notice, in writing, to the superintendent/president or the superintendent/president's designated vice president, that the grievance is being submitted to arbitration

12.3.5 Submission to arbitration shall be made by the Association to the State Mediation and Conciliation Service. The parties shall then be bound by the rules and procedures of the State Mediation and Conciliation Service in the selection of an arbitrator and the arbitrator shall proceed under the rules of said service.

12.3.6 As soon as possible and in any event not later than fourteen (14) days after the District receives the written notice of the aggrieved person's desire to arbitrate, the parties shall attempt to agree upon an arbitrator. If no agreement is reached within said fourteen (14) days, an arbitrator shall be selected from a list of seven (7) arbitrators supplied by the State Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot. If the arbitrator selected will not be available for the hearing within a reasonable period of time, not exceeding sixty (60) days, the parties shall proceed to select another arbitrator from above list.

12.3.7 If the District claims that a grievance should be dismissed because it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the grievance has become moot, or that a party has breached the confidentiality provisions, then such a claim shall, at the option of the District, be heard and ruled upon by an arbitrator prior to any hearing on the merits of the grievance, with a suitable stay/continuance between such a ruling and any further proceedings which the arbitrator deems necessary.

12.3.8 The arbitration 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 this Agreement in the respect alleged in the grievance. 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.

12.3.9 The arbitrator may hear and determine only one grievance at a time unless the District and the grievant(s) expressly agree otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases, which involve the same or similar facts and issues.

12.4 Arbitrator's Decision

12.4.1 The arbitrator's decision will be in writing and will set forth all findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any recommendation which requires the commission of act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in the arbitrator's decision such financial reimbursement or other remedies as is judged to be proper. The decision of the arbitrator will be submitted to the Board, the superintendent/president of the District, the grievant, and the Association.

12.4.2 The decision of the arbitrator within the limits herein prescribed shall be final and binding upon all parties to this contract.

12.4.3 All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.

12.5 Rights of Unit Members to Representation

12.5.1 No reprisals of any kind will be taken by the Board, the superintendent/president of the District, or by any member or representative of the administration of the District, against any aggrieved person, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

12.5.2 The aggrieved person may represent him or herself at all stages of the grievance, and if requested by the grievant, the president of the Association or the Association president's designee. The aggrieved person may not be represented by personal legal counsel in this local process.

12.6 Miscellaneous

12.6.1 If a grievance arises from action or inaction by the superintendent/president or a vice president, the processing of such grievance shall be commenced at Level Two.

12.6.2 Time limits provided in each level shall begin at the expiration of the previous time limit or the day following receipt of written decision by the parties in interest.

12.6.3 Grievance meetings normally will be scheduled by the District so as not to conflict with classroom duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's administrative office, the District shall provide released time with no loss of pay to the grievant, witnesses, and if requested, the president of the Association or the president's designee, so that the session can be accommodated within such business hours. This shall constitute "reasonable periods of released time" within the meaning of Government Code 3543.1(c).

12.6.4 In order to encourage a professional and harmonious disposition of unit member's grievances, it is agreed that from the time a grievance is filed until it is processed through arbitration, or decided to the mutual satisfaction of the grievant and the District, neither party shall make public either the grievance or evidence regarding the grievance.

12.6.5 All procedural documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file in the Office of the superintendent/president and will not be kept in the personnel file of any of the participants. With approval of the superintendent/president of the District or the superintendent/president's designee, the file may be opened, but only in the presence of the Association's President or the President's designee, except that the grievant may examine the grievant's file at any time.

12.6.6 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Human Resources Office. Such forms shall be posted on the District's website. A unit member may request a copy from Human Resources. Human Resources will provide a copy within seventy-two (72) hours of receipt any such request.

12.6.7 At each step of the grievance procedure, the District representative may be assisted at the grievance meeting by the Director of Human Resources.

12.6.8 If the District fails to respond to a grievance as set forth in each step of the grievance procedure, the Association may file a separate grievance alleging a violation of the provisions of the grievance procedures.

ARTICLE 13 – SAFETY

13.1 The District shall provide as safe conditions as reasonably possible for the safety of the unit members while they are on District facilities and using those facilities provided for the purpose of carrying out their assigned responsibilities. The maintenance of safe working conditions is a joint responsibility between the faculty and the District.

13.2 The District shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of the unit member, and provide suitable and safe equipment where such equipment is necessary for the conduct of the educational program and the operation of the District. Prior to the implementation of any change in safety rules and regulations, the District shall consult with the Safety Officer.

13.3 Unit members are encouraged to submit written recommendations to their immediate supervisor or the Safety Officer regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to insure compliance with appropriate safety standards. If a unit member believes that his/her working conditions are unsafe, he/she may bring such concern(s) to the District Safety Officer and receive a written response to any such expressed concern.

13.4 Unit members shall be responsible for observing all District safety rules.

13.5 The District shall provide and/or compensate/reimburse Unit Members for the cost of any and all personal safety equipment necessary for the performance of the Unit Members assigned duties. This provision shall be applicable, but not limited, to necessary safety shoes, safety glasses/goggles, safety gloves or other clothing, and/or breathing apparatus, etc.

13.6 If a Unit Member has a concern about the safety and/or safe operation of any aspect of the District's function(s), the Unit Member shall be empowered to articulate those concerns to the District Safety Officer, or the Unit Member's immediate supervisor, and to have those concerns discussed and responded to in writing.

ARTICLE 14 – PERSONNEL FILES

14.1 The District shall not base any adverse action against a unit member upon materials, which are not contained in the unit member's personnel file.

14.2 There shall be only one personnel file for each unit member. The superintendent/president or the superintendent/president's designee and the unit member shall have full access to the file, except that the unit member shall not be shown any document submitted in confidence prior to his/her employment in any position at the District (pursuant to Education Code Section 87031). A representative of the Association shall have access to said file with the unit member's written non-continuing authorization. A log shall be kept in each unit member's personnel file indicating the name of each person inspecting the file and the date of said inspection, except routine clerical transactions.

14.3 The information in the personnel file shall not be released to anyone other than the authorized persons listed above except as provided by law, nor shall copies of any documents in said file be made without the unit member's written non-continuing consent or as required by law except routine clerical transactions. Any material placed in a unit member's personnel file must be signed and dated by the originator/author and a copy identified as going into the file shall be given to the unit member prior to the original being placed in said file.

14.4 A unit member shall have the right to file an answer to any material submitted for inclusion in his/her file and such answer shall be attached to the file copy. A unit member who alleges that information in his/her file is false, erroneous as to facts or conclusions shall have the right to file a grievance for the purpose of having such information rectified or expunged.

14.5 A unit member shall have the right to place in the file such material as he/she determines may have a bearing on his position as a unit member.

14.6 Upon mutual consent of the unit member and the superintendent/president, negative or derogatory material in a unit member's personnel file shall be destroyed after remaining in the file for a period of two years.

ARTICLE 15 – Merged into Article 5

Intentionally left blank

ARTICLE 16 – NEGOTIATION PROCEDURES

16.1 On or before October 1st of the calendar year in which this Agreement expires, the Board or its representative shall begin in the negotiation process in good faith with the exclusive representative on negotiable items. Any Agreement reached between the Board and the exclusive representative shall be in writing and signed by them.

16.2 A vote on the tentative Agreement shall occur at the next regularly scheduled meeting of each party, or at a special meeting called for that purpose within thirty (30) calendar days after authorized representatives of both parties present the proposed contract to their respective groups, whichever comes first. In no case shall either party be required to hold such a vote until seven (7) calendar days have elapsed after the signing of the tentative Agreement unless they so desire. The ratification shall be by majority vote, both by the Board and the Association membership.

16.3 No vote of the Association membership can be compelled outside the confines of the academic calendar.

ARTICLE 17 – SUPPORT OF AGREEMENT

17.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences by meeting and negotiating. Therefore, it is agreed that the District and the Association will support the terms of the Agreement. This in no way precludes either party from participating in those activities deemed necessary by the parties to plan and prepare for future agreements between the parties. There shall be no strike by the Association**,** excluding informational picketing, or lock out by the District for the duration of this Agreement, nor shall the unit members participate in any concerted activities against the Citrus Community College District that may be instituted by other units or organizations on the Citrus College campus.

ARTICLE 18 – BANKING LECTURE/LAB HOURS

18.1 A faculty member wishing to bank either lecture or laboratory overload credit hours, must have the signed approval of the appropriate vice president on a completed banking application form. If a replacement is necessary at the time the banked leave is to be taken, the ability to participate in banking leave for semester leave purposes is contingent upon the assignment being filled by part-time staff. Participation in the banking program is contingent upon the appropriate vice president's certification that the program will not be jeopardized by the absence of the faculty member. After the request to bank lecture/lab overload hours has been approved by the appropriate vice president, the form is sent to the Office of Human Resources, where the official records on banked lecture/lab hours are kept.

18.2 The banking application must indicate when the faculty member plans to use the banked leave either on a partial basis or on a full semester basis. The maximum duration of a full-time release will be one semester.

18.3 The application for banking hours and the application to take a banked leave must be approved by the appropriate vice president. Only credit lecture/lab **overload** hours earned on a beyond contract basis during the 175-day contract year may be considered for banking. If the date of use is unknown, the instructor must receive approval from the appropriate vice president at least one year prior to the use of banked credit lecture/lab hours. Exceptions may occur by mutual agreement. If a replacement is necessary, the assignment must be one that is replaceable by adjunct or overload staff.

18.4 No more than 6/5 of a regular semester assignment can be banked. Lecture/Lab **overload** hours will be banked and used at a ratio of six to five. Up to 8 hours of overload per semester can be considered for banking purposes. There is no expressed or implied guarantee that extra pay classes are available for "banking" in any given semester. For those academic employees whose assignment is not in the classroom, 6/5 of a regular semester assignment (expressed in hours rather than in units) is required to be banked in order to take a full or partial semester off.

18.5 If the original approved plan is interrupted in any way, the instructor must submit a revised plan to the appropriate vice president for approval.

18.6 Banked lecture/lab overload hours must be accumulated at the 6/5 rate before the instructor can be granted released time. At the time the faculty member is ready to take banked leave, he will send a request on the appropriate form to the appropriate vice president. The instructor's load is verified by the appropriate vice president. The banked lecture/lab hours balance is verified by the Office of Human Resources. The request is then submitted to the Board for approval. Requests to take banked leave must be submitted for approval to the appropriate vice president more than one semester prior to the semester the faculty member wishes to take the leave.

18.7 If the faculty member decides not to take the leave, he/she shall be paid for the lecture/lab hours at the overload salary rate in effect at the time the hours were banked. When the faculty member selects to take pay for lecture/lab hours in lieu of leave, he/she will submit a memo through the appropriate vice president to the Office of Human Resources where the faculty member's banked lecture/lab hours balance and amount due is verified. Fiscal Services will pay the faculty member the amount due from information provided by the Office of Human Resources.

18.8 If banked lecture/lab overload hours are not used by the end of the seventh year after the banking of credit hours begins, the faculty member shall be paid for the lecture/lab hours at the overload salary rate in effect at the time the hours were banked.

18.9 The money the faculty member would have earned had he/she not banked the class will be held as a liability against the District until the banking contract is fulfilled. In the event that the banking contract is not fulfilled, the money will be surrendered to the faculty member or his or her estate at the overload rate in effect at the time the hours were banked. No interest will be paid on the banked lecture/lab hours.

18.10 There are no restrictions on the use of the released time; it may be used for professional or personal reasons.

18.11 Banking leave shall count toward retirement and be considered as regular service to the District for purpose of advancement on the salary schedule. The time on leave will not count toward sabbatical eligibility. The accumulated banked hours and the resulting time off have no affect on medical benefits.

18.12 The waived lecture/lab hours will be reflected on the adjunct load report prepared by the Office of Human Resources.

18.13 At the end of every fiscal year, the Office of Human Resources will send Fiscal Services a report of banked lecture/lab hours for the year which includes: NAME, SOCIAL SECURITY NUMBER, SERVICE DATES, NUMBER OF LECTURE AND/OR LAB HOURS, LECTURE AND/OR LAB RATE OF PAY. Fiscal Services will create a special account in which to track the required funds to cover the banked lecture/lab hours.

ARTICLE 19 – DURATION OF CONTRACT

19.1 The term of this Agreement shall be from January 1, 2009 through December 31, 2011.

19.2 In the second and third years of this contract is effective (beginning October 1, 2009 and October 1, 2010, respectively), negotiations shall commence on re-openers.

19.2.1 Included as an automatic re-opener shall be Article 8—Salaries.

19.2.2. Also included as re-openers shall be one Article of the Association's choosing and one Article of the District's choosing.

19.2.3 Excluded from re-openers shall be Article 10—Unit Member Benefits.

19.2.4 In the event an externally-mandated health care program is instituted during the duration of this contract, Article 10 shall be immediately renegotiated.

MEMORANDUM OF UNDERSTANDING

DEPARTMENT CHAIR STUDY

The Citrus Community College District ("District") and the Citrus College Faculty Association ("Association") agree to the following terms with respect to the Association's proposal made during negotiations for a successor contract concerning department chairs as referenced in Article 8 of the Collective Bargaining Agreement:

1) The Association agrees to suspend its proposal concerning department chairs until the conclusion of discussions on this subject between the District and the Academic Senate.

2) All references to department chairs in the current collective bargaining agreement shall remain in the contract.

3) The District and the Association agree that the Academic Senate and the District shall form a Task Force to discuss and review the issue of department chairs. The Academic Senate shall be responsible for structuring the Task Force in consultation with the District. The Task Force, by the third week of the spring 2010 semester, shall report to the District and the Association as to the status of their study. A report from the Task Force advising the parties as to its recommendations concerning department chairs shall be issued as soon as possible, but not later than the end of the spring 2010 semester.

4) Upon receipt of the report from the Task Force, the Association may demand to bargain the recommendations contained in the report as well as related items concerning wages, hours of employment, etc. for department chairs that fall under the scope of mandatory subjects of bargaining. Any agreement to implement any of the Task Force recommendations and related items concerning wages, hours of employment, etc. for department chairs will be included as addenda to the collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING

ADDITIONAL REASSIGNED TIME

It is anticipated that due to re-opener provisions in the contract and negotiations related to the adoption of certain board policies, that the District and the Faculty Association will spend more time involved in negotiations than normally would be anticipated. As a result, the reassigned time provided to the Faculty Association under Article 3, Section 3.6.1 will be increased to provide the Faculty Association with 1.6 FTE of reassigned time over the spring 2010 and fall 2010 semesters.

Prior to the commencement of the reopener negotiations, the District and the Faculty Association will meet to develop a mutually agreeable schedule for negotiations.

This memorandum of understanding will terminate as of the end of the fall 2010 semester unless otherwise extended by mutual agreement or replaced by a new memorandum of understanding.

APPENDICES

CITRUS COMMUNITY COLLEGE DISTRICT
FULL-TIME FACULTY SALARY SCHEDULE

Effective January 1, 2009

	LIFE Credential OR Minimum Qualifications as defined by Education Code Section 87355 and 87356	Master's Degree Including 40 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree Including 60 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree Including 80 Graduate Semester Units Beyond Bachelor's Degree	Doctorate
	CLASS 1	**CLASS 2**	**CLASS 3**	**CLASS 4**	**CLASS 5**
1-3	$50,718	$53,626	$56,534	$59,441	$62,687
4	$53,352	$56,262	$59,171	$62,076	$65,322
5	$55,987	$58,896	$61,804	$64,715	$67,961
6	$58,625	$61,532	$64,441	$67,349	$70,595
7	$61,263	$64,170	$67,075	$69,985	$73,231
8	$63,896	$66,804	$69,712	$72,621	$75,867
9	$66,529	$69,439	$72,346	$75,256	$78,502
10	$69,166	$72,073	$74,981	$77,891	$81,137
11	$71,803	$74,711	$77,617	$80,528	$83,774
12	$74,440	$77,345	$80,253	$83,165	$86,411
13		$79,982	$82,888	$85,798	$89,044
14		$82,619	$85,525	$88,434	$91,680
18			$88,162	$91,069	$94,315
22				$93,705	$96,951
23				$96,340	$99,586
26				$98,975	$102,221
29				$101,611	$104,856
32				$104,246	$107,492
35				$106,882	$110,128

When regular faculty reach Class 4 and 5 - Step 14, they become eligible, subject to the recommendation of the Superintendent/President, to receive the appropriate anniversary increment for professional growth, as shown in this salary schedule.

No more than five (5) years of full-time teaching experience and/or related work experience credit shall be allowed for initial placement on the salary schedule. When related work experience is required to meet the minimum qualifications for a discipline identified as one where a Master's Degree is not normally expected or available by statute, credit for full-time related work experience must be beyond that requirement. One (1) additional step for experience credit will be granted upon completion of a Bachelor's Degree (from an accredited institution) for those instructors initially employed with an Associate's Degree.

The Doctorate shall be earned at an institution accredited by one of the regional associations (The Western Association of Schools and Colleges).

The structure of the 1989-1990 faculty salary schedule will be maintained for those current vocational instructors who have been moving on the "vocational track" until such time as they can be transferred to this salary schedule, as a result of increased education, without decreasing their annual salary.

APPENDIX A Effective 01/01/08; BOT 12/05/06

CITRUS COMMUNITY COLLEGE DISTRICT
FULL-TIME FACULTY SALARY SCHEDULE

Effective January 1, 2010

	LIFE Credential OR Minimum Qualifications as defined by Education Code Section 87355 and 87356	Master's Degree Including 40 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree Including 60 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree Including 80 Graduate Semester Units Beyond Bachelor's Degree	Doctorate
	CLASS 1	**CLASS 2**	**CLASS 3**	**CLASS 4**	**CLASS 5**
1-3	$50,718	$53,626	$56,534	$59,441	$62,687
4	$53,352	$56,262	$59,171	$62,076	$65,322
5	$55,987	$58,896	$61,804	$64,715	$67,961
6	$58,625	$61,532	$64,441	$67,349	$70,595
7	$61,263	$64,170	$67,075	$69,985	$73,231
8	$63,896	$66,804	$69,712	$72,621	$75,867
9	$66,529	$69,439	$72,346	$75,256	$78,502
10	$69,166	$72,073	$74,981	$77,891	$81,137
11	$71,803	$74,711	$77,617	$80,528	$83,774
12	$74,440	$77,345	$80,253	$83,165	$86,411
13	$77,077	$79,982	$82,888	$85,798	$89,044
14		$82,619	$85,525	$88,434	$91,680
18			$88,162	$91,069	$94,315
20				$93,705	$96,951
23				$96,340	$99,586
26				$98,975	$102,221
29				$101,611	$104,856
32				$104,246	$107,492
35				$106,882	$110,128

When regular faculty reach Class 4 and 5 - Step 14, they become eligible, subject to the recommendation of the Superintendent/President, to receive the appropriate anniversary increment for professional growth, as shown in this salary schedule.

No more than five (5) years of full-time teaching experience and/or related work experience credit shall be allowed for initial placement on the salary schedule. When related work experience is required to meet the minimum qualifications for a discipline identified as one where a Master's Degree is not normally expected or available by statute, credit for full-time related work experience must be beyond that requirement. One (1) additional step for experience credit will be granted upon completion of a Bachelor's Degree (from an accredited institution) for those instructors initially employed with an Associate's Degree.

The Doctorate shall be earned at an institution accredited by one of the regional associations (The Western Association of Schools and Colleges).

The structure of the 1989-1990 faculty salary schedule will be maintained for those current vocational instructors who have been moving on the "vocational track" until such time as they can be transferred to this salary schedule, as a result of increased education, without decreasing their annual salary.

APPENDIX B BOT 12/05/06

Revised March 12, 2010

CITRUS COMMUNITY COLLEGE DISTRICT
FULL-TIME FACULTY SALARY SCHEDULE

Effective January 1, 2011**

	LIFE Credential OR Minimum Qualifications as defined by Education Code Section 87355 and 87356	Master's Degree Including 40 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree Including 60 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree Including 80 Graduate Semester Units Beyond Bachelor's Degree	Doctorate
	CLASS 1	**CLASS 2**	**CLASS 3**	**CLASS 4**	**CLASS 5**
1-3	$50,718	$53,626	$56,534	$59,441	$62,687
4	$53,352	$56,262	$59,171	$62,076	$65,322
5	$55,987	$58,896	$61,804	$64,715	$67,961
6	$58,625	$61,532	$64,441	$67,349	$70,595
7	$61,263	$64,170	$67,075	$69,985	$73,231
8	$63,896	$66,804	$69,712	$72,621	$75,867
9	$66,529	$69,439	$72,346	$75,256	$78,502
10	$69,166	$72,073	$74,981	$77,891	$81,137
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12	$74,440	$77,345	$80,253	$83,165	$86,411
13	$77,077	$79,982	$82,888	$85,798	$89,044
14		$82,619	$85,525	$88,434	$91,680
17			$88,162	$91,069	$94,315
20			$90,739**	$93,705	$96,951
23				$96,340	$99,586
26				$98,975	$102,221
29				$101,611	$104,856
32				$104,246	$107,492
35				$106,882	$110,128

When regular faculty reach Class 4 and 5 - Step 14, they become eligible, subject to the recommendation of the Superintendent/President, to receive the appropriate anniversary increment for professional growth, as shown in this salary schedule.

No more than five (5) years of full-time teaching experience and/or related work experience credit shall be allowed for initial placement on the salary schedule. When related work experience is required to meet the minimum qualifications for a discipline identified as one where a Master's Degree is not normally expected or available by statute, credit for full-time related work experience must be beyond that requirement. One (1) additional step for experience credit will be granted upon completion of a Bachelor's Degree (from an accredited institution) for those instructors initially employed with an Associate's Degree.

The Doctorate shall be earned at an institution accredited by one of the regional associations (The Western Association of Schools and Colleges).

The structure of the 1989-1990 faculty salary schedule will be maintained for those current vocational instructors who have been moving on the "vocational track" until such time as they can be transferred to this salary schedule, as a result of increased education, without decreasing their annual salary.

APPENDIX C BOT 12/05/06

Revised March 12, 2010

CITRUS COMMUNITY COLLEGE DISTRICT
LAB SUPERVISOR SALARY SCHEDULE FOR FULL-TIME FACULTY OVERLOAD

Effective January 1, 2010

	LIFE Credential OR Minimum Qualifications as defined by Education Code Sections 87355 and 87356	Master's Degree Including 40 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree Including 60 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree Including 80 Graduate Semester Units Beyond Bachelor's Degree
STEP	**CLASS 1**	**CLASS 2**	**CLASS 3**	**CLASS 4**
1	$27.07	$28.80	$30.54	$32.28
2	$28.64	$30.39	$32.11	$33.84
3	$30.21	$31.97	$33.68	$35.42

Two years of verified teaching experience credit will be allowed for initial placement on this salary schedule.

One step increase per year shall be granted for each two-semester period completed (including Intersession). No more than two semesters shall be counted toward a step increase in any one year.

Appendix D BOT: 12/05/06

CITRUS COMMUNITY COLLEGE DISTRICT
FULL-TIME FACULTY OR STAFF WHO ARE ASSISTANT COACH

(Classified Position)
Effective January 1, 2010

All full-time faculty who are identified as an Assistant Coach, will be paid a season stipend of $5,982 for a major sport.

Major Sport

*Football
Basketball
Track & Field
Baseball
Softball
Volleyball
Water Polo
Cross Country
Golf
Soccer
Swimming
Tennis

*Only one full-time faculty member will act as the Number One Assistant Coach for Football. In addition to the season stipend, **.5 months** will be added to his/her basic contract.

No release time will be granted for assisting in any sport.

Appendix E

BOT: 12/05/06

CITRUS COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE LEADSHIP PROGRAM

A Leadership Program for Full-Time Faculty
Effective January 1, 2010

GENERAL Compensation based on $50.72 per hour (including, but not limited to)
- Evening Supervision
- Staff Development Workshop Presenter
- Staff Development Workshop Facilitator
- Special Project
- Testing Administrator
- Accreditation Assistant

INSTRUCTION AND STUDENT SERVICES Compensation based on $50.72 per hour (including, but not limited to)
- Forensics
- Journalism
- Study Abroad Lead
- Instructional Lab Coordination
- Program/Curriculum Development
- Instructional Schedule Preparation
- Adjunct Faculty Hiring, and Orientation
- Matriculation

PERFORMING ARTS Compensation based on $50.72 per hour (including, but not limited to)
- Musician
- Adjudicator
- Judge
- Theatrical Production Director

ADDITIONAL CONTRACT MONTHS Compensation based on additional contract month(s) or nontraditional schedule

Child Care Center Director	plus 2 months
Cosmetology Instructor	plus 1.5 months
Disabled Student Services Coordinator	plus 1 month
Extended Opportunities Programs & Services	plus 2 month
Learning Disabilities Coordinator	plus 1 month
Librarian	plus 1 month
Transfer Center Director	plus 1.5 months
Counselor	plus 1 month

Counselor (hired after 6/30/95) non-traditional schedule (175 days over 12-month period)

FULL-TIME FACULTY WHO ARE HEAD COACH Compensation based on season stipend and/or additional contract month(s)

Major Sports

Football Head Coach	by Professional Expert Contract	
Basketball	$ 4,528	plus .5 months
Track & Field	$ 4,528	plus .5 months
Baseball	$ 4,528	plus .5 months
Softball	$ 4,528	plus .5 months
Volleyball	$ 4,528	plus .5 months
Water polo	$ 4,528	plus .5 months
Cross Country	$ 4,528	plus .5 months
Golf	$ 4,528	plus .5 months
Soccer	$ 4,528	plus .5 months
Swimming	$ 4,528	plus .5 months
Tennis	$ 4,528	plus .5 months

The District maintains the right to establish new or discontinue current positions.

Appendix F

BOT: 12/05/06
Revised March 12, 2010

CITRUS COMMUNITY COLLEGE DISTRICT
OVERLOAD SALARY SCHEDULE

Effective January 1, 2010

	LIFE Credential OR Minimum Qualifications as defined by Education Code Sections 87355 and 87356		Master's Degree Including 40 Graduate Semester Units Beyond Bachelor's Degree		Master's Degree Including 60 Graduate Semester Units Beyond Bachelor's Degree		Master's Degree Including 80 Graduate Semester Units Beyond Bachelor's Degree	
	CLASS I		**CLASS 2**		**CLASS 3**		**CLASS 4**	
	LEC	**LAB**	**LEC**	**LAB**	**LEC**	**LAB**	**LEC**	**LAB**
1-3	$938	$704	$992	$744	$1,046	$785	$1,100	$825
4	$987	$740	$1,041	$781	$1,095	$821	$1,148	$861
5	$1,036	$777	$1,090	$818	$1,143	$857	$1,197	$898
6	$1,085	$814	$1,138	$854	$1,192	$894	$1,246	$935
7	$1,133	$850	$1,187	$890	$1,241	$931	$1,295	$971

These rates of pay apply to semester length courses that are designated as lecture or lab sections. The rate in each case is the amount paid for teaching one hour per week for one semester. (The lecture rate is derived by multiplying the corresponding rate on the Faculty Salary Schedule by 0.0185, and the lab rate is derived by multiplying the corresponding lecture rate by 0.75).

No more than two years of teaching experience credit will be allowed for initial placement on this salary schedule.

One step increase per year shall be granted for each two-semester periods completed (including Intersession). No more than 2 semesters shall be counted towards a step increase in any one year.

Appendix G.1

BOT: 12/05/06

CITRUS COMMUNITY COLLEGE DISTRICT
OVERLOAD SALARY SCHEDULE

Effective February 16, 2010

	LIFE Credential OR Minimum Qualifications as defined by Education Code Sections 87355 and 87356	Master's Degree Including 40 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree Including 60 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree Including 80 Graduate Semester Units Beyond Bachelor's Degree
	CLASS I	**CLASS 2**	**CLASS 3**	**CLASS 4**
1-3	$938	$992	$1,046	$1,100
4	$987	$1,041	$1,095	$1,148
5	$1,036	$1,090	$1,143	$1,197
6	$1,085	$1,138	$1,192	$1,246
7	$1,133	$1,187	$1,241	$1,295

These rates of pay apply to semester length courses that are designated as lecture or lab sections. The rate in each case is the amount paid for teaching one hour per week for one semester. These rates are derived by multiplying the corresponding rate on the Faculty Salary Schedule by 0.0185.

No more than two years of teaching experience credit will be allowed for initial placement on this salary schedule.

One step increase per year shall be granted for each two-semester periods completed (including Intersession). No more than 2 semesters shall be counted towards a step increase in any one year.

Appendix G.2

BOT: 03/18/08

CITRUS COMMUNITY COLLEGE DISTRICT
INTERSESSION SALARY SCHEDULE

Effective January 1, 2010

	LIFE Credential OR Minimum Qualifications as defined by Education Code Section 87355 and 87356		Master's Degree Including 40 Graduate Semester Units Beyond Bachelor's Degree		Master's Degree Including 60 Graduate Semester Units Beyond Bachelor's Degree		Master's Degree Including 80 Graduate Semester Units Beyond Bachelor's Degree	
	CLASS 1		**CLASS 2**		**CLASS 3**		**CLASS 4**	
	Lecture	Lab	Lecture	Lab	Lecture	Lab	Lecture	Lab
1-3	$938	$704	$992	$744	$1,046	$785	$1,100	$825
4	$987	$740	$1,041	$781	$1,095	$821	$1,148	$861
5	$1,036	$777	$1,090	$818	$1,143	$857	$1,197	$898
6	$1,085	$814	$1,138	$854	$1,192	$894	$1,246	$935
7	$1,133	$850	$1,187	$890	$1,241	$931	$1,295	$971
8	$1,182	$887	$1,236	$927	$1,290	$968	$1,343	$1,007
9	$1,231	$923	$1,285	$964	$1,338	$1,004	$1,392	$1,044
10	$1,280	$960	$1,333	$1,000	$1,387	$1,040	$1,441	$1,081
11	$1,328	$996	$1,382	$1,037	$1,436	$1,077	$1,490	$1,118
12	$1,377	$1,033	$1,431	$1,073	$1,485	$1,114	$1,539	$1,154
13	$1,425	$1,069	$1,480	$1,110	$1,533	$1,150	$1,587	$1,190
14	$1,425	$1,069	$1,528	$1,146	$1,582	$1,187	$1,636	$1,227

The lecture rates are derived by multiplying the corresponding rate on the Full-Time Faculty Salary Schedule by 0.0185, and the lab rate is derived by multiplying the corresponding lecture rate by 0.75.

Placement on this Intersession Salary Schedule shall be the same as the instructor's placement on the basic Full-Time Faculty Salary Schedule.

Appendix H.1

BOT: 12/05/06

CITRUS COMMUNITY COLLEGE DISTRICT
INTERSESSION SALARY SCHEDULE

Effective February 16, 2010

	LIFE Credential OR Minimum Qualifications as defined by Education Code Section 87355 and 87356	Master's Degree Including 40 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree Including 60 Graduate Semester Units Beyond Bachelor's Degree	Master's Degree Including 80 Graduate Semester Units Beyond Bachelor's Degree
	CLASS I	**CLASS 2**	**CLASS 3**	**CLASS 4**
1-3	$938	$992	$1,046	$1,100
4	$987	$1,041	$1,095	$1,148
5	$1,036	$1,090	$1,143	$1,197
6	$1,085	$1,138	$1,192	$1,246
7	$1,133	$1,187	$1,241	$1,295
8	$1,182	$1,236	$1,290	$1,343
9	$1,231	$1,285	$1,338	$1,392
10	$1,280	$1,333	$1,387	$1,441
11	$1,328	$1,382	$1,436	$1,490
12	$1,377	$1,431	$1,485	$1,539
13	$1,425	$1,480	$1,533	$1,587
14	$1,425	$1,528	$1,582	$1,636

These rates are derived by multiplying the corresponding rate on the Full-Time Faculty Salary Schedule by 0.0185.

Placement on this Intersession Salary Schedule shall be the same as the instructor's placement on the basic Full-Time Faculty Salary Schedule.

Appendix H.2

BOT: 03/18/08

Collective Bargaining Agreement
Between
Citrus College Faculty Association/Community College Association/
California Teachers Association/National Education Association
And
Citrus Community College District
January 1, 2009 through December 31, 2011

APPROVED

By: _____ Date: 2/2/10
President, Board of Trustees
Citrus Community College District

By: _____ Date: 2/2/10
Chief Negotiator for Board of Trustees
Citrus Community College District

By: _____ Date: 2/17/10
President
Citrus College Faculty Association/Community College Association/California Teachers Association/National Education Association

By: _____ Date: 3/3/10
Chief Negotiator
Citrus College Faculty Association/Community College Association/California Teachers Association/National Education Association

Approved by the Board of Trustees
Citrus Community College District
Date: February 2, 2010

Ratified by the
Citrus College Faculty Association/Community College Association/California Teachers Association/National Education Association
Date: December 4, 2009