Faculty Employment Classifications

CHAPTER: Personnel – Faculty and Administrators

Faculty Employment Classifications

V.A

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<td>*</td>
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Faculty" means those employees who are employed in positions not designated as supervisory or management for the purposes of Article 5 (commencing with Section 3540) of Chapter 10.7 of Division 4 of Title 1 of the Government Code and for which minimum qualifications for hire have been specified in the regulations of the Board of Governors. Faculty include, but are not limited to, instructors; librarians; counselors; and other student services professionals and other individuals employed to perform a service that, before July 1, 1990, required nonsupervisorial, nonmanagement certification qualifications.

1. Contract Faculty

Every full-time faculty member (61-100 percent) shall be classified as a contract employee until such time as the faculty member is granted tenure. A minimum of one year and a maximum of four years of at least seventy-five percent (75%) of the school days in each academic year is required before tenure may be granted. A four-year tenure process will be the norm.

2. Regular Faculty

After the successful completion of the contract period, the employee shall be classified as a regular employee of the District.

3. Temporary Employee (See Procedure V.A-03)

A faculty member who is employed on an hourly basis, or on a contract basis to replace a faculty member on leave, is termed a temporary employee.

Effective Date: 1/21/92

Adoption History: Revised 1/20/93, 2/17/04

References: EC 87608, 87612 et seq., 87624-25

MiraCosta Community College District
4. Part-time (Associate) Faculty

Part-time faculty members are limited to a maximum of 60% of the hours per week considered a full-time assignment. Exceptions may be allowed. Credit associate faculty are covered by a collective bargaining agreement. Non-credit associate faculty are represented by the Academic Senate in matters governed by collective bargaining for the credit associate faculty.

5. Student Teachers/Interns

The Superintendent/President is authorized to approve training assignments at the College for student teachers, counselor and librarian interns. Student teachers shall be considered faculty with respect to acts performed under the direction of District employees. Student teachers and interns under supervision of the regular teacher or other staff member may serve as assistants or teach a class without compensation.
CHAPTER: Personnel—Faculty and Administrators

Selection/Appointment/Assignment

V.B

SYNOPSIS:

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<thead>
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<th>Policy</th>
<th>Procedure</th>
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</thead>
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<td>3.</td>
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<td>5.</td>
<td>V.B-05</td>
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<td>7.</td>
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<td>8.</td>
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<td>13.</td>
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<tr>
<td>14.</td>
<td>V.B-14</td>
</tr>
</tbody>
</table>

1. Tenure Track Faculty (See Procedure V.B-01)

It is the intent of the Board of Trustees that hiring policies and procedures provide college faculty expert in their subject areas, skilled in teaching and serving the needs of a varied student population, willing to foster overall college effectiveness, and sensitive to and representative of the racial and cultural diversity of the district community.

The Board, represented by the administration, has the principal legal and public responsibility for ensuring an effective hiring process. The faculty, represented by the Academic Senate Council, has an inherent professional responsibility for developing and implementing policies/procedures to ensure the quality of its faculty peers. This responsibility includes identifying positions; following the District’s equal employment opportunity policy; formulating and reviewing job

References: EC 72400, 87413 et seq., 87360, 87400, 87801

MiraCosta Community College District
descriptions; advertising and recruiting for positions; screening, interviewing, and selecting recommended candidates; and being prepared to justify recommendations to the Board of Trustees.

Open positions shall be identified and the hiring process initiated with sufficient lead time to allow the process to be completed during the academic year, and well in advance of employment whenever possible. Faculty members and administrators participate in all appropriate phases of the hiring process. Faculty recommendations regarding the hiring of faculty shall normally be accepted. If the faculty and administration cannot reach consensus about a hiring recommendation, the position shall be re-opened. All faculty hiring procedures shall be characterized by strict confidentiality.

This hiring policy and its procedures are subject to review and revision at the request of the Academic Senate Council, the administration, or the Board of Trustees. Such revised policy or procedure shall be developed before it replaces the previous hiring policy or procedure.

2. **Associate Faculty (See Procedure V.B-02)**

Procedures for associate faculty hiring will be developed jointly by the administration and the Academic Senate.

3. **Administrative Positions**

An ad hoc screening committee will be appointed by the Superintendent/President to assist in the identification of finalists for administrative positions. This committee will recommend the content for position announcements, review and evaluate application materials, select applicants to be interviewed by the committee, and recommend a minimum of three finalists to be interviewed by the Superintendent/President, who will make the final recommendation to the Board.

The screening committee will include the appropriate vice president(s), the President of the Academic Senate Council or his/her designee, one or more additional faculty members selected by the Senate President (with the number jointly agreed upon by the Senate President and the Superintendent/President); one or more classified employee(s) from the division/work group of the position being filled, selected jointly by the Classified Senate President and the Superintendent/President, and a member of the Equal Employment Opportunity Committee. The Superintendent/President may augment the committee membership from inside or outside the College if deemed appropriate.

4. **Minimum Qualifications for Faculty Positions**

State law requires that all faculty positions be held by individuals possessing a valid community college credential or other minimum qualifications or their equivalents.

The Board of Trustees adopts the State Disciplines Lists as approved by the Board of Governors as the minimum qualifications for hire. The Board further establishes the following discipline under Interdisciplinary Studies:

a. **Asian Studies (Interdisciplinary Studies):** Masters in Asian Studies; OR Masters in History, Philosophy or Religious Studies with graduate or upper-division course work in Asian History, Asian Philosophy or Asian Religions; OR the equivalent.

A current list of minimum qualifications will be maintained in the offices of Human Resources and Instructional Services. Departments may recommend to the Board, subject to the
concurrence of the Academic Senate Council, the employment of persons meeting minimum qualifications through equivalency.

5. **Equivalency (See Procedure V.B-05)**

Local governing boards are required by law to determine whether a faculty candidate who does not meet specific minimum qualifications possesses qualifications that are equal to but not lower than minimum qualifications.

Any current faculty member who wishes to qualify for a new teaching area and who does not hold a life credential in the new area and each applicant for a teaching position in the credit program who does not meet the specific minimum qualifications for the position may petition for equivalency.

Equivalency is not a waiver of board-approved minimum qualifications for each discipline. Equivalency may be granted by the Board in cases where the individual’s professional background is not identical but is determined to be equal to the minimum qualifications. An equivalency committee will determine if an individual, even though lacking the exact degree or experience specified in the Disciplines List, possesses "qualifications" which are at least equivalent (EC87359) and render its finding to the Senate Council for recommendation to the Board via the Superintendent/President. In an emergency, a department chair may ask the Vice President, Instruction, for a waiver of no longer than a semester while the applicant completes the equivalency process or his/her degree.

6. **Order-of-Employment Number**

Every contract or regular employee employed after June 30, 1947, shall be deemed to have been employed on the date upon which he/she first rendered paid service in a probationary position, and an order-of-employment number shall be assigned.

The order-of-employment number shall be assigned to a new employee within thirty (30) days of the date paid service was first rendered by the employee in a contract or regular status. Employees who first render paid service on the same date shall participate in a single drawing, as prescribed in the Education Code, to determine their order of employment.

The order, once determined, shall be permanent, shall be entered on the permanent records of the District, and shall be accessible on demand to any certificated employee of the District or his/her designated representative.

An employee who has resigned and has been re-employed by the Board shall have the date on which he/she first accepted re-employment as his/her order of employment number.

7. **Faculty Service Areas (See Procedure V.B-07)**

Faculty Service Areas (FSAs) are defined as areas in which instructors possess minimum qualifications or credentials to teach, counsel, or serve as librarian provided they can also exhibit competence. Competence is defined as the equivalent of one semester of service, assigned by the department, in the FSA at MiraCosta. For new hires only, they are considered competent in the FSA for which they are hired. FSAs come into play only when a situation requiring reduction in force (RIF) occurs.

Departments review annually the FSAs required to teach each course falling under their purview. Each time a new course is submitted to Academic Policies and Procedures (AP&P) Committee, the relevant FSA or FSAs are noted on the course-approval form. The Board receives updated
information regarding FSAs through AP&P minutes and, on approval by the Board, new FSAs
are recorded on updated lists available in the Human Resources Office. In case of a RIF, persons
in the employ of the District possessing tenure, seniority as defined by the Education Code, and
competence may bump those persons junior to them in the FSA areas they have claimed or in
disciplines listed on their credentials.

Effective July 1, 1990, newly hired full-time faculty will be assigned to one or more FSAs at time
of hire based on their minimum qualifications or the equivalent and informed of their right to
apply for any other FSAs for which they may be qualified. All FSAs will be district wide;
seniority is district-wide and accrues from date of hire.

When a credential is submitted to meet one of the competency requirements for an FSA, it must
be the type of credential that designates a discipline or specific area of service corresponding to
the FSA.

8. Workload Duties and Responsibilities of Faculty Members - Credit

Expectations for all faculty members will be clearly defined in the Professional Growth and

A faculty member is directly responsible to the department chairperson and should follow all
reasonable directions of the department chairperson.

The Board shall annually adopt a school calendar which specifies 176 days of service to be
rendered by classroom faculty (credit and noncredit).

a. Work Week

1) College Credit Instructors

The standard work week is forty (40) hours. The standard instructional work
week shall consist of thirty (30) hours of instructional time, including fifteen (15)
LHE (Lecture Hour Equivalent) of instructional assignments with the remaining
hours devoted to curriculum development, preparation and student evaluation,
five (5) hours of student engagement (of which two (2) hours must be designated
office hours as described in the Faculty Handbook), and five (5) hours of
departmental activities and collegial governance.

2) Instructional Computing Laboratory Teaching Environment

(Mathematics Learning Center (MLC), Business Office Technology (BOT),
Computer Information Science (CIS) Flexible Learning)

The standard work week is forty (40) hours. The standard instructional work
week shall consist of thirty (30) hours of instructional time, including fifteen (15)
LHE (Lecture Hour Equivalent) of instructional assignments, with the remaining
hours devoted to curriculum development, preparation and student evaluation,
five (5) hours of student engagement (of which 2 hours must be designated office
hours), and five (5) hours of departmental activities and collegial governance.

For instructors teaching in this environment a Lecture Hour Equivalent of load is
determined by a formula based on enrollment Weekly Student Contact Hour
(WSCH) compared to standard WSCH generated by a traditional lecture hour
load in that department or discipline.
Associate faculty assignments and overload in this teaching environment will be determined using the same formula as the full time faculty load in this teaching environment. Total faculty load (full time regular, associate, and overload) will be determined by total enrollment in all classes taught in this environment and not prescribed by the hours of operation of the respective instructional computing laboratory.

3) Counselors

The standard work week for counselors is forty (40) hours, including twenty-five (25) hours of direct student contact. The twenty-five (25) hours of student contact is defined as any counseling activity in which counseling service is provided to a student or students, including instruction, workshops, individual or group counseling. The calculation of the maximum number of hours to be taught by an associate faculty member per state law, will be based upon the twenty-five (25) hours. The remaining fifteen (15) hours shall be divided into ten (10) hours used for professional preparation such as course work preparation, counseling preparation (of which 6 hours must be on campus), and five (5) for departmental activities and collegial governance. The expectation is that 31 hours will be on campus.

4) Librarians

The standard work week for librarians is forty (40) hours with fifteen (15) hours assigned at the reference desk including the following: one-on-one student contact reference assistance, instructing students in the Library Science courses, and teaching discipline-specific orientations. Five (5) hours are used for preparation and student evaluation. The calculation of the maximum number of hours to be taught by an associate faculty member per state law, will be based upon the thirty (30) hours of reference desk and library-wide support duties. An additional fifteen (15) hours are designated for library-wide support in areas of specialization such as Technical Services Librarian, Instructional Services Librarian, Electronic Resources Librarian, SEC Site Librarian and Display Coordinator, and Collection Development Librarian. The remaining five (5) hours are for collegial governance and departmental activities.

5) Faculty Directors

The standard work week is forty (40) hours with thirty-five (35) hours scheduled for position-specific duties and five (5) hours of collegial governance and departmental activities. Faculty directors will be assigned a 1.04 responsibility factor.

These positions are:

Faculty Director, Transfer and Articulation Programs
Faculty Director, Writing Center
Faculty Director, Disabled Students Programs & Services
Faculty Director, Career Studies & Services
Faculty Director, Retention Services
Faculty Director, EOPS
## b. Instructional Load by Discipline

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Lecture Load</th>
<th>Lab Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Administration of Justice</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Allied Health</td>
<td>15</td>
<td>1.0</td>
</tr>
<tr>
<td>Anthropology</td>
<td>15</td>
<td>1.0</td>
</tr>
<tr>
<td>Art</td>
<td>15</td>
<td>0.833</td>
</tr>
<tr>
<td>Astronomy</td>
<td>15</td>
<td>1.0</td>
</tr>
<tr>
<td>Automotive Technology</td>
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<td>0.75</td>
</tr>
<tr>
<td>Biology</td>
<td>15</td>
<td>1.0</td>
</tr>
<tr>
<td>Business</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Chemistry</td>
<td>15</td>
<td>1.0</td>
</tr>
<tr>
<td>Child Development</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Communication</td>
<td>15</td>
<td></td>
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<tr>
<td>Computer Information Systems</td>
<td>15</td>
<td></td>
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<tr>
<td>Computer Science</td>
<td>15</td>
<td>1.0</td>
</tr>
<tr>
<td>Dance</td>
<td>15</td>
<td>0.833</td>
</tr>
<tr>
<td>Dance Performance</td>
<td>15</td>
<td>Performance factor</td>
</tr>
<tr>
<td>Drafting – Engineering - Architecture</td>
<td>15</td>
<td>1.0</td>
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<tr>
<td>Dramatic Arts</td>
<td>15</td>
<td>1.0</td>
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<tr>
<td>Dramatic Arts Performance</td>
<td>15</td>
<td>Performance factor</td>
</tr>
<tr>
<td>Economics</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Education</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>English</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>English as a Second Language (credit)</td>
<td>15</td>
<td>1.0</td>
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<tr>
<td><strong>Discipline</strong></td>
<td><strong>Lecture Load</strong></td>
<td><strong>Lab Factor</strong></td>
</tr>
<tr>
<td>Film</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Geology/Oceanography</td>
<td>15</td>
<td>1.0</td>
</tr>
<tr>
<td>Geography</td>
<td>15</td>
<td>1.0</td>
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<tr>
<td>Gerontology</td>
<td>15</td>
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<tr>
<td>Health Education</td>
<td>15</td>
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<tr>
<td>History</td>
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<tr>
<td>Horticulture</td>
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<tr>
<td>Hospitality</td>
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<td>Humanities</td>
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<tr>
<td>International Languages</td>
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<tr>
<td>Kinesiology</td>
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<td>0.75</td>
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<td>Library Science</td>
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<tr>
<td>Linguistics</td>
<td>15</td>
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<tr>
<td>Mathematics</td>
<td>15</td>
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<tr>
<td>Media Arts Technology – Computer Information Science</td>
<td>15</td>
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<tr>
<td>Media Arts Technology – Internet &amp; Multimedia Technology</td>
<td>15</td>
<td>0.75</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>15</td>
<td>1.0</td>
</tr>
<tr>
<td>Music</td>
<td>15</td>
<td>1.0</td>
</tr>
</tbody>
</table>
1) Lecture Load

Lecture, theory and discussion classes with extensive preparation and student evaluation: one hour is equal to one lecture hour equivalent (LHE).

a) These courses will be assigned a factor of 1.0 regardless of mode of delivery, whether traditional classroom, online, hybrid, on-site/practical, instructional computer learning lab, interactive video conferencing or emerging technology.

b) Lecture courses taught in self-paced, flexible or open learning lab formats (such as Math Learning Center, Computer Information Systems (CIS) flexible lab program, Business OT flexible lab program or International Languages self-paced courses, Medical Assistant, etc.) will carry the same 1.0 LHE as the same course taught online or in a traditional classroom.

c) An instructor’s Faculty Service Area (FSA) is in the discipline, not the mode of delivery or location. While some instructors may have a teaching assignment entirely in one mode of delivery or location, this does not limit the instructor’s FSA to courses delivered using that mode of delivery or in that location.

2) Laboratory Load Factors

Summary of Laboratory Factors:

a) Extensive preparation labs 1.0
b) Dance and Studio Arts labs 0.833
c) Professional, Technical labs 0.75
d) Activities 0.682

Criteria for Laboratory Factors

a) Laboratory courses with extensive preparation and student evaluation: one hour is equal to one lecture hour equivalent (LHE):

• Such laboratory courses, in addition to requiring planning and more than general preparation on the part of the instructor, also
require that the student learn basic skills in order to be an effective participant in the course.

- Typically such laboratory courses have as a primary function the teaching of concepts rather than skills development as the final outcome of the course.

- Criteria for determining an extensive preparation and student evaluation laboratory courses are as follows:

  -- The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.

  -- The laboratory course requires extensive student preparation from text and lecture material prior to and after each session.

  -- The laboratory course requires evaluation of student work outside of class time on a regular basis in the same manner as in non-laboratory classes.

  -- The laboratory course requires the instructor to see that it is related to and correlated with extensive theoretical content supplemented with appropriate assigned texts.

  -- Compliance with the four criteria above is documented in the course outline of record.

  -- The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

  -- The laboratory course is comparable to other classes in at least some community colleges and four-year institutions in the state of California, by one-to-one equivalency.

  -- Clinical laboratory courses in the Allied Health discipline are all designated as requiring extensive preparation.

  -- Music, Dramatic Arts labs, and Dance laboratory courses that prepare students for a specific main stage performance(s) are all designated as requiring extensive preparation. In addition, they will be rated with a performance course factor (see Section 3 below).

b) Laboratory courses that involve the creation of works of creative skill: one hour is equal to 0.833 lecture hour equivalent (LHE).
• Typically such laboratories have as a primary function the mastery of disciplines such as dance or studio arts as a final outcome of the course.

• Criteria for determining a creative skills laboratory are as follows:
  -- The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
  -- The laboratory course requires student preparation from appropriate text material prior to and after each session, and/or practice of the relevant creative skills.
  -- The laboratory course requires evaluation of student creative work during class time on a regular basis, with at least some outside of class time student evaluation.
  -- The laboratory course requires the instructor to see that it is related to and correlated with theoretical content supplemented with appropriate assigned texts (including pictures, sculpture, performances, or whatever texts are appropriate and relevant).
  -- Compliance with the four criteria above is documented in the course outline of record.
  -- The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

c) Laboratory courses for professional/technical skills with significant preparation and student evaluation: one hour is equal to 0.75 lecture hour equivalent (LHE).

• Such laboratory courses, in addition to requiring planning and general preparation on the part of the instructor, also require that the student learn basic skills relevant to the professional/technical discipline in order to be an effective participant in the class.

• Typically such laboratory courses have as a primary function the teaching of professional/technical skills development as the final outcome of the class.

• Criteria for determining a significant preparation and student evaluation professional/technical skills laboratory course are as follows:
  -- The laboratory course requires the active continuing presence, physical or virtual (in the case of online or
video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.

-- The laboratory course requires student preparation from text and lecture material, and practice of the skills, prior to and after each session.

-- The laboratory course requires significant levels of evaluation of student work inside or outside of class time on a regular basis.

-- The laboratory course requires the instructor to see that it is related to and correlated with lectures on professional/technical skills, and supplemented with appropriate assigned texts (such as textbooks and program manuals).

-- Compliance with the four criteria above is documented in the course outline of record.

-- The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

d) Activity Laboratory courses: one hour is equal to 0.682 lecture hour equivalent (LHE).

• Typically such activity laboratory courses have as a primary function the development and practice of physical skills and the proper use of fitness equipment as the final outcome of the course.

• Criteria for determining an activity skills laboratory course are as follows:

-- The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in demonstrating these skills, or assisting the students in developing them.

-- The laboratory course requires minimal student preparation from text and lecture material, but may require practice of the skills learned, prior to and after each session.

  ° The laboratory course requires minimal levels of evaluation of student work outside of class time.

  ° Compliance with the three criteria above is documented in the course outline of record.
The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

3) Performance Course Load Factors

a) Dance Performance Course Load Factors

A course load factor of one hour is equal to 1.67 lecture hours equivalent (LHE) or one hour is equal to 1.50 lecture hours equivalent (LHE), depending on the number of outside hours and the complexity and frequency of performances, will be applied to courses whose primary purpose is the preparation of a dance performance(s), according to the criteria listed below for determining performance course load factors in Dance.

Dance Performance Courses:

<table>
<thead>
<tr>
<th>Course.</th>
<th>Title</th>
<th>Factor</th>
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</thead>
<tbody>
<tr>
<td>Dance 160</td>
<td>Rehearsal and Performance (2 sections per year)</td>
<td>1.67</td>
</tr>
<tr>
<td>Dance 161</td>
<td>Contemporary Dance Ensemble (Show Choir)</td>
<td>1.67</td>
</tr>
<tr>
<td>Dance 162</td>
<td>Dance Arts Ensemble (2 sections per year)</td>
<td>1.50</td>
</tr>
<tr>
<td>Dance 179</td>
<td>Musical Theatre Dance (1 section per year)</td>
<td>1.50</td>
</tr>
</tbody>
</table>

b) Criteria for determining performance course load factors in Dance

(1) Choreography and Music:
- Create all new choreography every semester.
- Research and select appropriate music.
- Purchase and personally maintain a music library of this literature.

(2) Costuming:
- Select and provide costuming for all students, ensure that each student has the correct size, distribute, collect and maintain the costumes, and ensure that each student pays for costumes when appropriate.
- Secure costumes for each choreographed dance (averaging 15 different sets of costumes per show, totaling over 100 costumes).

(3) Performances:
- Hold auditions.
- Supervise performances, and technical and dress rehearsals.
• Supervise dance showings of works-in-progress.

(4) Publishing:
• Publish researched program.
• Video record and distribute recordings to students and public.

(5) Technical:
• Design, manage, and coordinate technical needs (lighting, stage, sound, etc.) for all performances.
• Edit audio for concerts.

(6) Programming:
• Design concert programming to accommodate diverse dance styles.
• Program transitions to allow students time to change costumes and prepare for the next dance piece.
• Maintain quality of dance presentations.

(7) Student Choreography:
• Supervise student choreographers.
• Hold choreography auditions.
• Mentor student choreographers.

(8) Publicity:
• Design poster and postcard mailers, update mailing list, and coordinate mailing.
• Coordinate news releases with the MCC Public Information Office.

Drama Performance Course:

<table>
<thead>
<tr>
<th>Course.</th>
<th>Title</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drama 270</td>
<td>Rehearsal and Performance (4 sections per year)</td>
<td>1.17</td>
</tr>
</tbody>
</table>

A course load factor of one hour is equal to 1.17 lecture hours equivalent (LHE) will be applied to courses whose primary purpose is the
preparation of a dramatic performance, according to the criteria listed below for determining performance course load factors in Drama.

d) Criteria for determining performance course load factors in Drama

(1) Pre-show—Previous Year:

- Research and select appropriate scripts for a balanced season.
- Enquire with performance rights holders about play availability for performance, contractually secure permission for dates of performances, order appropriate number of scripts.
- Develop production budget and designate allocations for designers and materials for each area of each of the four productions.
- Research background of plays, including style, language, history of past productions (if a classic), and historical content.
- Recruit and hire costume, set, property, makeup, lighting and sound designers.
- Recruit and hire additional contract workers such as: scenic painters, carpenters, and stitchers.

(2) Pre-show—Same Year:

- Create directorial concept that unifies design and imparts a message.
- Appoint a stage manager and assistant stage manager.
- Enter the production in the Kennedy Center/American College Theatre Festival (KC/ACTF) and arrange to have respondents attend the production.
- Conduct design meetings to coordinate efforts.
- Organize, coordinate and publicize pre-auditions, auditions and call-backs, and make perusal scripts available in both libraries and in the theatre.
- Coordinate poster design and production.
- Cast the play, put it on the "actor's hotline" and post a cast list.
- Block (stage) actor movement, create scenic composition.
- Break the script down into “beats.”
Production Activities:

- Work with Admissions and Records to set a dynamic class date.
- Manage props.
- Arrange with costume designer and PIO to take publicity photos.
- Supervise program development including photos, special thanks, director’s notes, and required information such as rights holders names, sponsors, and KC/ACTF.
- Manage budget including payment of personnel.
- Manage publicity.
- Edit multi-media editing.
- Arrange for production photos.
- Update website with publicity information on the show.
- Develop and set up special production-related lobby displays.
- Run tech week, usually involving 6 - 7 hour rehearsals nightly.
- Supervise performances.
- Coordinate box office activities.
- Coordinate with Campus Police.
- Manage post-production activities.
- Participate in strike including dismantling the set, getting the costumes cleaned and put away, and properties returned to their appropriate areas.
- Ensure that the facility is cleaned and returned to better than its pre-run state.
- Arrange and facilitate the post-performance talkbacks with the audience.
<table>
<thead>
<tr>
<th>Course</th>
<th>Title</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Music 145</td>
<td>Performance Laboratory (2 sections per year)</td>
<td>1.50</td>
</tr>
<tr>
<td>Music 161</td>
<td>North Coast/San Elijo Chorale (4 sections per year)</td>
<td>1.42</td>
</tr>
<tr>
<td>Music 162</td>
<td>Contemporary Vocal Ensemble (Show Choir) (2 sections per year)</td>
<td>1.67</td>
</tr>
<tr>
<td>Music 163</td>
<td>Commercial Arts Ensemble (2 sections per year)</td>
<td>1.67</td>
</tr>
<tr>
<td>Music 164</td>
<td>Musical Theatre Ensemble</td>
<td>2.00</td>
</tr>
<tr>
<td>Music 165</td>
<td>College Chorale Chamber Ensemble (2 sections per year)</td>
<td>1.56</td>
</tr>
<tr>
<td>Music 166</td>
<td>Vocal Jazz Ensemble</td>
<td>1.56</td>
</tr>
<tr>
<td>Music 170</td>
<td>College Community Symphonic Orchestra (2 sections per year)</td>
<td>1.42</td>
</tr>
<tr>
<td>Music 175</td>
<td>Classical Guitar Ensemble (2 sections per year)</td>
<td>1.50</td>
</tr>
<tr>
<td>Music 185</td>
<td>Sound Reinforcement I (1 section per year)</td>
<td>1.19</td>
</tr>
<tr>
<td>Music 186</td>
<td>Sound Reinforcement II (1 section per year)</td>
<td>1.19</td>
</tr>
<tr>
<td>Music 260</td>
<td>Songwriting I (1 section per year)</td>
<td>1.22</td>
</tr>
<tr>
<td>Music 295</td>
<td>Concert Production (2 sections per year)</td>
<td>1.94</td>
</tr>
</tbody>
</table>

e) Music Performance Course Load Factors:

A course load factor of one hour is equal to 1.19 - 2.00 lecture hours equivalent (LHE), variable depending on the number of outside hours and the complexity and frequency of performances (see table below), will be applied to courses whose primary purpose is the preparation of a music performance(s), according to the criteria listed below for determining performance course load factors in Music.

f) Criteria for determining performance course load factors in Music:

(1) Repertoire and Inventory:

- Research, purchase, study and program all new literature each semester, and personally maintain a site library of this literature, including, in some cases, a diverse set of parts for various instruments for each composition.

- Write and edit musical arrangements.

- Select literature that is appropriate to the requirements of transfer institutions.

(2) Travel with groups of students:

- Set up appropriate performance venues.

- Arrange for transportation, lodging, meals, etc.
• Provide 24-hour supervision.

(3) Publications:

• Research and publish program for each formal concert production.
• Produce audio and video recordings.
• Create, execute and manage marketing plan, press releases, and mailing lists.
• Edit post-production media, e.g. CDs, DVDs and broadcast programs.

(4) Technical:

• Design and manage technical requirements of each concert (sound reinforcement, lighting, etc.).
• Produce studio recording for in-concert use.
• Supervise high-tech installation to prepare for concert.

(5) Costuming:

• Select and provide uniform costuming for all students, ensure that each student has the correct size, distribute, collect and maintain the costumes, and ensure that each student pays for costumes when appropriate.

(6) Coaching (Outside Rehearsals):

• Conduct rehearsals that are outside of the class hours to focus on subgroups with specific functions, e.g. vocal sections, rhythm sections, instrumental sections.
• Contract and/or rehearse accompanying instrumentalists.
• Arrange for private instructors for each student.
• Organize recitals coordinating multiple teachers and accompanists.
• Collate reports from individual teachers for final reporting.
• Collaborate with other disciplines.
• Arrange and run production meetings.
• Conduct auditions.
• Recruit.

(7) Final Performance:

• Artistically integrate with every performance, utilizing the students as the conductor’s instrument so that the instructor performs along with the students. (b) Inspire and insist upon excellence from each and all students, as student failure is not an option when public performance is involved.

• Oversee capstone performance environment such as lighting, stage design, coordinating audio and video recordings and the packaging them for distribution.

c. Career and Technical Education (CTE) Lead Instructors - Load Factors and Designation

1) Career and Technical Education (CTE) Lead Faculty Load Factors:

Career and Technical Education (CTE) Lead Faculty members will be assigned a load factor of 0.90. This load factor will be applied to CTE Lead Instructors who have all or most of the duties outlined below, especially responsibilities to develop and maintain an advisory committee, and meet with that committee regularly.

CTE Lead load factor of 0.80 would be applied to CTE Lead Instructors who have all or most of the duties outlined below, and have additional duties in the following areas: a) procuring educational training sites, placement and supervision of students; b) site contract maintenance, and evaluation of sites; c) ensuring regulatory compliance; d) full responsibility for all aspects of interaction with more than one advisory committee; and e) maintenance and oversight of an extensive physical plant.

Career and Technical Education (CTE) Lead Instructor Designation:

The appropriate Instructional Dean will, in consultation with the department chair and the faculty in the department, make a recommendation to the Vice President of Instruction. The Vice President of Instruction will determine which faculty member will be designated as CTE Lead Instructor for the department based on the criteria listed below.

2) Criteria for determining the Career and Technical Education (CTE) Lead Instructors:

a) Career Preparation and Workforce Development

• Develop and revise membership of advisory committees.

• Plan for and conduct advisory committees meetings.

• Implement advisory committee recommendations and workforce training needs.
• Provide industry contacts and liaison with employers (workforce skills).

• Advise students with respect to career ladders based on their professional history.

• Update counselors on employment trends, emerging opportunities, and curriculum changes.

• Accept and disseminate job postings from local employers.

• Provide job referrals/matches.

• Procure educational training sites, placement and supervision of students, contract maintenance, and evaluation of sites.

• Provide information regarding specialized training for associate faculty to meet required certifications.

• Provide workshops and training for instructors at local feeder schools.

• Provide training for area employers and preceptors.

• Disseminate information and referrals for community inquiries regarding industry practices and services.

• Write and coordinate grants.

• Create and maintain specialized certificate.

b) Regulatory Compliance

• Ensure compliance with state and national licensing requirements.

• Maintain currency and educate faculty regarding state and national standards and ensure compliance to standards by all faculty and students.

• Apply for and maintain ongoing accreditation.

c) Unique Learning Environments

• Evaluate, purchase, and install industry relevant hardware and software.

• Provide tours to industry/academic/government partners.

• Coordinate student competitions with industry judges to provide real-world feedback and external motivation.
d) Marketing and Community Outreach

- Conduct workshops and presentations for various partners.
- Develop and maintain tech – prep articulation agreements with local feeder schools.
- Solicit funds from local business organizations for equipment donations, student scholarships, and grants.
- Coordinate industry specific job fairs, networking, and open-house events.

e) Career and Technical Education (CTE) Disciplines and Load Factors

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Load factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied Health:</td>
<td></td>
</tr>
<tr>
<td>Certified Nursing Assistant</td>
<td>0.80</td>
</tr>
<tr>
<td>Licensed Vocational Nurse</td>
<td>0.80</td>
</tr>
<tr>
<td>Surgical Technology</td>
<td>0.80</td>
</tr>
<tr>
<td>Accounting</td>
<td>0.90</td>
</tr>
<tr>
<td>Administration of Justice (AOJ)</td>
<td>0.90</td>
</tr>
<tr>
<td>Automotive Technology</td>
<td>0.90</td>
</tr>
<tr>
<td>Biotechnology</td>
<td>0.90</td>
</tr>
<tr>
<td>Business</td>
<td>0.90</td>
</tr>
<tr>
<td>Business Office Technology</td>
<td>0.90</td>
</tr>
<tr>
<td>Child Development</td>
<td>0.90</td>
</tr>
<tr>
<td>Computer Information Science (CIS):</td>
<td></td>
</tr>
<tr>
<td>CIS Flexible Learning Program</td>
<td>0.90</td>
</tr>
<tr>
<td>CIS/MAT</td>
<td>0.90</td>
</tr>
<tr>
<td>Internet Multimedia Technology (IMT)</td>
<td>0.90</td>
</tr>
<tr>
<td>Networking</td>
<td>0.90</td>
</tr>
<tr>
<td>Drafting</td>
<td>0.90</td>
</tr>
<tr>
<td>Horticulture</td>
<td>0.80</td>
</tr>
<tr>
<td>Hospitality/Restaurant/Tourism</td>
<td>0.80</td>
</tr>
<tr>
<td>Music Technology</td>
<td>0.90</td>
</tr>
<tr>
<td>Real Estate</td>
<td>0.90</td>
</tr>
</tbody>
</table>

Math Learning Center Coordinator Load Factor

Math Learning Center Coordinators will receive a 0.80 coordinator load factor for three (3) hours per week assigned, in the learning center.
e. International Languages Resource Center Coordinator Load Factor

The Oceanside International Languages Resource Center Coordinator will receive a 0.80 load factor for three (3) hours per week. The San Elijo International Languages Resource Center Coordinator will receive a 0.90 load factor for one and one half (1.5) hours per week.

9. Workload Duties and Responsibilities of Faculty Members - Noncredit

Expectations for all faculty members will be clearly defined in the Professional Growth and Evaluation Handbook.

The Board shall annually adopt a school calendar which specifies 176 days of service to be rendered by classroom faculty (credit and noncredit).

a. Work Week

1) College Noncredit Instructors

The standard work week is forty (40) hours. The standard instructional work week shall consist of thirty three (33) hours of instructional time, including twenty four (24) LHE (Lecture Hour Equivalent) of instructional assignments with the remaining hours devoted to curriculum development, preparation and student evaluation, two (2) scheduled office hours according to the Faculty Handbook, and five (5) hours of departmental activities and collegial governance.

b. Noncredit Load Factors:

1) Summary of noncredit load factors:

a) Elementary and Secondary Basic Skills 1.33
b) ESL 1.33
c) Classes for Immigrants 1.33
d) Short Term Vocational Programs 1.33
e) Work Place Preparation 1.33
f) Parenting 1.00
g) Programs for persons with disabilities 1.00
h) Educational Programs for Older Adults 1.00
i) Educational Programs for Home Economics 1.00
j) Health and Safety Education 1.00
2) Criteria for 1.33 Noncredit Load Factors:

a) Noncredit courses with extensive preparation and student evaluation: one hour is equal to one and one third (1.33) lecture hour equivalent (LHE).

b) Such courses, in addition to requiring planning and more than general preparation on the part of the instructor, also require that the student learn basic skills in order to be an effective participant in the class.

c) Typically such courses have as a primary function the teaching of concepts rather than skills development as the final outcome of the class.

d) Criteria for determining an extensive preparation and student evaluation course are as follows:

• The course requires extensive student preparation from text and lecture material prior to and after each session.
• The course requires evaluation of student work outside of class time on a regular basis.
• The course requires extensive theoretical content supplemented with appropriate assigned texts.
• Compliance with the three criteria above is documented in the course outline of record.
• The course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

3) Noncredit Coordinator Load Factors – Temporary Until Creation of Departments

a) It is the intent of the District and the Academic Senate to create department(s) in the noncredit program that will also create department chair(s). Until the department(s) are created and the chair(s) are selected the following Load Factors will be in effect:

• The Noncredit ESL Coordinator will receive a 0.67 load factor.
• The Adult High School Diploma Program Coordinators will receive a 0.67 load factor.
• The Cisco Coordinator will receive a 0.67 coordinator load factor.
• The intent of the load factors is to result in the following:
  • 12 hours In class instruction
  • 11 hours Coordination
  • 2 hours Scheduled office hours
  • 5 hours Departmental and collegial governance
c. Counselors

The standard work week for noncredit counselors is forty (40) hours, including twenty-five (25) hours of direct student contact. The twenty-five (25) hours of student contact is defined as any counseling activity in which counseling service is provided to a student or students, including instruction, workshops, individual or group counseling. The calculation of the maximum number of hours to be taught by an associate faculty member per state law, will be based upon the twenty-five (25) hours. The remaining fifteen (15) hours shall be divided into ten (10) hours used for professional preparation such as course work preparation, counseling preparation (of which 6 hours must be on campus), and five (5) for departmental activities and collegial governance. The expectation is that 31 hours will be on campus.

d. Librarians

The standard work week for noncredit librarians is forty (40) hours with fifteen (15) hours assigned at the reference desk including the following: one-on-one student contact reference assistance, instructing students in the Library Science courses, and teaching discipline-specific orientations. Five (5) hours are used for preparation and student evaluation. The calculation of the maximum number of hours to be taught by an associate faculty member per state law, will be based upon the thirty (30) hours of reference desk and library-wide support duties. An additional fifteen (15) hours are designated for library-wide support.

10. Load Averaging

The District may average load assignments for all full time tenure track instructors over one academic year (fall and spring semesters). Load averaging will be accomplished by banking and unbanking hours.

11. District Load Review Committee

A District Load Review Committee shall be established. The Load Review Committee shall be co-chaired by the Vice President, Instructional Services and the chair of the Academic Senate’s Load Committee. The Load Review Committee shall be composed the Vice President of Business and Administrative Services, one Instructional Dean appointed by the Superintendent/President, and three faculty members currently serving on the Load Committee and appointed by the Academic Senate President.

The District Load Review Committee shall be responsible for addressing any workload issues that would require a revision of this policy such as changing the designation of type of laboratory hour, rating new courses or programs with parameters not addressed in this policy, or re-rating existing courses or programs.

When a review of workload is required it should follow the steps outlined below:

a. Academic Policies & Procedures Committee or Department initiates request to the Academic Senate’s Load Committee for review.

b. The Academic Senate’s Load Committee reviews the request and makes a recommendation to the Academic Senate Council.
c. The Academic Senate Council reviews the request and forwards the recommendation to the District Load Review Committee.

d. District Load Review Committee reviews the request and forwards to the Superintendent/President.

If the District Load Review Committee recommends a change to this policy, and the Superintendent/President approves the change, it will be forwarded to the Board of Trustees for their consideration and action.

If the Superintendent/President does not approve the recommendation of the District Load Review Committee, a written explanation will be provided to the Committee.

12. Contract Year - Special Assignment Faculty

Classroom faculty members who have assignments beyond the academic year and those whose primary duties and responsibilities are non-teaching are assigned to duty days ranging from one hundred eighty (180) to two hundred twelve (212) days within each fiscal year, as follows. (Any services rendered on a recurring basis which are beyond their contract period or in addition to their regular weekly assignment will be paid at each individual’s hourly rate. This also includes substitute teaching/counseling/library services. Such additional services must be approved in advance by the appropriate administrator or designee.)

Coaches 180 to 190
Faculty Director, Transfer and Articulation Programs 195
Transfer Coordinator/Counselor 195
Career Counselor 195
Faculty Director, Writing Center 195
Faculty Director, Disabled Student Programs & Services 203
Counselors 195
Faculty Director, Career Studies & Services 212
Faculty Director, Retention Services 195
Faculty Director, EOPS 195
Learning Disabilities Specialist 199
Learning Disabilities Specialist/Counselor 203
Librarians 195
Nursing Director 195

These faculty members will be compensated by applying a "time factor" multiple to their class and step placement on the faculty salary schedule as follows: *

<table>
<thead>
<tr>
<th>Days Worked</th>
<th>Time Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>180</td>
<td>1.025</td>
</tr>
<tr>
<td>186</td>
<td>1.05</td>
</tr>
<tr>
<td>190</td>
<td>1.075</td>
</tr>
<tr>
<td>195</td>
<td>1.10</td>
</tr>
<tr>
<td>199</td>
<td>1.13</td>
</tr>
<tr>
<td>203</td>
<td>1.15</td>
</tr>
<tr>
<td>212</td>
<td>1.20</td>
</tr>
</tbody>
</table>

* Faculty members in grant or categorically funded, non-tenure track positions whose assignments go beyond the academic year also will receive a time factor based on the number of days worked.
13. Additional Special Assignments for Faculty Positions

a. Intercollegiate Sports

Part-time non-contract head coaches will be paid at the associate faculty hourly rate. The total compensation will be the hourly rate multiplied by class hours per week shown in the college catalog. All part-time non-contract head coaches must meet the minimum qualifications.

Part-time non-contract assistant coaches will be compensated at a lower rate recommended by the Athletic Director.

b. Kruglak Gallery

The manager of the Art Gallery exhibits will be compensated by a stipend at the appropriate hourly rate for a maximum of 120 hours per academic year. The stipend will be paid at the end of fall semester and at the end of spring semester.

14. Department Chairs (See Procedure V.B-14)

Department Chairs will be elected for a term of two years by a majority vote of the full time members of the department and may be recalled at any time. The election must be held by March 5 with the chair-elect taking office the day after commencement. Persons so elected should be tenured faculty members of the department where available. They will be remunerated on a monthly basis according to Board Policy. In the event the department is unable to elect a chair, the Vice President, Instructional Services, may make a temporary appointment for one year, or the balance of the current year, as appropriate.

The Superintendent/President is responsible for developing procedures dealing with election/recall and evaluation of department chairs, in consultation with the Academic Senate and the Vice President, Instructional Services.

Department chairs shall be compensated by receiving reassigned time, based upon the procedures outlined in Administrative Procedure V.b-14 with the option of paying additional hours at the overload rate. The reassigned time to be applied will be determined by factors associated with Department Chair duties, as outlined in Administrative Procedure V.B-14. These factors will be calculated on or before Feb. 28 of each year.

For summer session, additional compensation shall be calculated according to Administrative Procedure V.B-14.

The formula determines the allowable reassigned time per department. The maximum allowable reassigned time for a department chair is sixty percent (60%) of load, but can be exceeded with the permission of the Vice President, Instructional Services to a maximum of sixty-seven percent (67%). Additional assigned time from the formula will be allotted to an assistant chair(s) or program lead(s), as determined by department vote. The maximum allowable reassigned time for an assistant chair or program lead is sixty percent (60%). Departments may elect to share the reassigned time, but the chair must retain 20% leadership reassigned time. Exceptions to this policy may be granted by application to the Vice President, Instructional Services.
CHAPTER: Personnel – Faculty and Administrators

Compensation

V.C

SYNOPSIS:

Policy Procedure
1. Annual Faculty Salary Schedule * V.C-01
   a. Initial Placement on the Salary Schedule *
   b. Credit for Experience *
   c. Annual Increment *
   d. Advancement on the Salary Schedule *
2. Associate Credit Teachers, Counselors, Librarians Faculty Salary Schedule (See Collective Bargaining Agreement)
3. Noncredit, Associate Faculty Salary Schedule * V.C-03
4. Regular/Contract Hourly Overload *
5. Summer Intersession Compensation *
6. Retired Regular Faculty *
7. Community Services Classes/Workshops *
8. Banking Hours * V.C-08
   a. Conditions *
9. Appendices Applicances
   a. Annual Academic Salary Schedule V.C-01
   b. Noncredit Associate Faculty Salary Schedule V.C-03

Salary schedules for full-time, part-time, and substitute employees shall be reviewed annually in the spring and adopted, when feasible, not later than the beginning of the fiscal year. The existing salary schedules shall remain in effect until superseded by a new schedule. Upon adoption, schedules shall be made available to all faculty members and administrators. The full-time salary schedule shall be so constructed as to encourage professional growth and to reward satisfactory service to the District.

The Board of Trustees may increase, amend, repeal, or suspend any salary schedules and the rules and regulations pertaining thereto. Such changes may become effective on any date designated by the Board during any fiscal year. The current salary schedule will be included in the appendix of the policies and procedures manual and will be available at the Human Resources Office.

1. Annual Faculty Salary Schedule (See Procedure V.C-01)

The Board may increase, amend, repeal, or suspend any salary schedules and the rules and regulations pertaining thereto. Such changes may become effective on any date designated by the Board during any fiscal year.

Effective Date: 1/21/92
Revised 2/16/94, 7/16/96, 5/19/98, 4/4/00, 2/20/01, 1/15/02, 6/15/04, 12/5/06, approved 6/5/07 for 7/1/07 effective date, 4/21/08
References: EC 87801
MiraCosta Community College District
The Board of Trustees of the MiraCosta Community College District shall establish annual, full-time, academic personnel salary schedule increases based on the percentage increase of the ongoing district property tax revenues (as defined in Procedure V.C-01, section c multiplied by the corresponding modifier displayed in the table below:

<table>
<thead>
<tr>
<th>Property Tax Increase</th>
<th>Modifier</th>
<th>Salary Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
<td>From</td>
</tr>
<tr>
<td>&lt; 0.99%</td>
<td>0.000</td>
<td>0.000%</td>
</tr>
<tr>
<td>1.00%</td>
<td>1.99%</td>
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<tr>
<td>2.00%</td>
<td>2.99%</td>
<td>0.600</td>
</tr>
<tr>
<td>3.00%</td>
<td>3.99%</td>
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</tr>
<tr>
<td>4.00%</td>
<td>4.99%</td>
<td>0.775</td>
</tr>
<tr>
<td>5.00%</td>
<td>12.49%</td>
<td>0.800</td>
</tr>
<tr>
<td>12.50% &gt;</td>
<td>0.800</td>
<td>10.000%</td>
</tr>
</tbody>
</table>

Whenever full time faculty salaries exceed salaries at the next highest paid California community college district(s) (as measured by averaging the two bench marks in the MCC annual faculty survey), the Board shall consider salary increases for the following year to be equal to the increase in the most recent June to June Urban Wage Earners and Clerical Workers consumer price index (CPI) for San Diego County.

The current salary schedule will be included in the appendix of the policies and procedures manual and will be available in the Human Resources Office.

a. Initial Placement on the Salary Schedule

Initial placement on the salary schedule above Class I is based on graduate semester hours and/or upper division semester hours taken as part of a graduate degree program at accredited colleges and universities after completion of a baccalaureate degree or possession of an earned Doctorate from an accredited institution or foreign equivalent. Exceptions may be approved by the Superintendent/President.

Quarter hours are equivalent to two-thirds of a semester hour. Fractional parts of units are not converted to a whole unit. However, fractional parts of units may be combined to equal one full unit.

For purposes of employment, salary placement, and any other accrued benefits of recognition, all degrees and/or college units shall be measured against the following definition of "accredited institution":

An accredited institution shall be any institution of higher education which is accredited by one of the six nationally recognized, regional accrediting associations: Middle States Association of Colleges and Secondary Schools; New England Association of Schools and Colleges; North Central Association of Colleges and Secondary Schools; Northwest Association of Schools and Colleges; Southern Association of Colleges and Schools; Western Association of Schools and Colleges.
Institutions such as vocational or professional schools or foreign institutions of higher education shall be considered accredited if they have been accredited by the recognized organization charged with accrediting such special types of institutions.

Degrees or units from foreign universities or from specialized educational institutions shall be subject to determination of equivalency by the Superintendent/President.

A temporary faculty member, hired by contract for not less than a semester and no more than a complete school year as a replacement for a faculty member who has been granted leave will be placed on the class and step of the salary schedule to which he or she would be entitled as a new employee.

b. Credit for Experience

For employees hired to begin employment in the 2008-2009 fiscal year a maximum of seven years credit for experience will normally be granted for placement on the salary schedule. For employees hired to begin employment in the 2009-2010 fiscal year a maximum of eight years credit for experience will normally be granted for placement on the salary schedule. For employees hired to begin employment in the 2010-2011 fiscal year or later a maximum of nine years credit for experience will normally be granted for placement on the salary schedule. The experience shall be successful full-time employment in accredited private and public universities, colleges, and community colleges; public and private elementary and high schools. Where circumstances warrant, e.g. academic or other experience directly related to the academic process within the District, the Board may approve initial placement above the normal limits set in this paragraph upon the recommendation of the Superintendent/President.

Successful full-time teaching or other professional experience for at least 75 percent of a school year will be counted as a full year of service.

Two or more FTE years of professional experience on a part-time basis in a school or college during the preceding six years shall be counted for a maximum of three years of service. Two or more years of full time or FTE part-time professional experience in a non-school setting shall be counted for a maximum of three years of service, provided that the experience is directly related to the MiraCosta position and occurred during the last six years (e.g. librarian in a public library; counselor in a non-school setting). FTEs used will be those established for that teaching discipline or other service area at MiraCosta College.

Practical experience credit will be granted for full-time employment in the applicable discipline to instructors or other non-classroom positions which are generally considered to be vocational and for which the State minimum qualifications recognize experience in addition to college course work. One year experience credit on the salary schedule will be granted for each two years of practical experience during the last ten years, up to a maximum of three steps on the salary schedule. Practical experience to be utilized for salary schedule placement shall be approved by the Superintendent/President and his/her designee.
c. Annual Increment

An annual increment is earned at the completion of a minimum of seventy-five percent (75%) of the contract year in a paid status. In no case may a faculty member advance more than one step on the salary schedule in any one school year.

d. Advancement on the Salary Schedule

Faculty members should constantly be striving to improve their academic competence. To implement the Board’s policy that advancement on the salary schedule will be by acquisition of approved subject matter units, the following principles for evaluating courses for salary schedule advancement are established:

Recognized Objectives: An instructor should have a recognized objective which would lead toward either improvement in his/her discipline or area of service; a master’s or doctor’s degree in area of service; or meeting minimum qualifications in an additional discipline or area of service.

Classification of Disciplines: Disciplines should be construed liberally to allow a faculty member to broaden his/her intellectual background. The suggested fields are as follows: humanities; natural sciences and mathematics; social sciences; health, physical education, and recreation; business education; vocational and technical education; counselor, librarian, student services; professional courses providing preparation for administration, supervision, or designated services.

Exceptions to Listed Teaching Fields: Whenever it is necessary for an instructor to cross subject field areas to improve his/her background, this will be permitted. For example, advancement in psychology often depends upon increased competence in mathematics. A psychology instructor, therefore, would be permitted to take courses in statistics to improve his/her competence in psychology.

Instructors may be granted credit on the salary schedule for a maximum of eight units of lower division work, which is relevant to their area of service, taken at accredited colleges or universities. For instance, a language teacher may want to better understand his/her own language by taking courses in a foreign language which he/she has not previously studied. This type of course is usually offered only on a lower division level.

Courses to be used for salary schedule advancement should be submitted for approval prior to enrollment in the course by the employee, but must be submitted within one year of completion in order to be considered.

The Academic Senate Council shall forward its recommendation to the Superintendent/President for review and submission to the Board of Trustees for final approval.

Notice of expected advancement on the salary schedule must be given to the Superintendent/President, in writing, by May 15 and actual evidence of qualification (transcripts, etc.) must be delivered to the Human Resources Office by September 5 to be effective during the ensuing school year.
2. **Associate Credit Teachers, Counselors, Librarians Faculty Salary Schedule (See Collective Bargaining Agreement)**

3. **Noncredit, Associate Faculty Salary Schedule (See Procedure V.C-03)**

Any on-schedule annual percentage increase to the full-time, academic personnel salary schedule shall also apply to the noncredit associate faculty salary schedule.

Additionally, for the 2008-09, 2009-10 and 2010-11 fiscal years an additional on-schedule one percentage point may be added to any increase if the percentage increase in the on-going property tax income is at least one percentage point more than the CPI percentage increase, refer to Administrative Procedure V.C-01. The additional on-schedule percentage increase reflects the District’s goal of moving the hourly rate of associate faculty members towards seventy percent (70%) of the hourly rate of the full time faculty.

In addition to the on-schedule increase, if a signed and enacted state budget provides one-time parity funding, any funds received by the District from the state for purpose of attaining parity shall be prorated to all part-time academic employees (credit and non-credit) based on an estimate of paid hours to be worked during the fiscal year, excluding office hours, meetings, flex and other ancillary activities. It is expressly agreed that parity monies shall be paid apart from the salary schedule with any obligation under this section to be strictly limited to state monies actually received.

Placement and step progression on the noncredit associate faculty salary schedule shall be based exclusively on experience with MiraCosta Community College District. Advancement is effective after two years of service at a step. Years of service shall be calculated by the Payroll Office subject to the following conditions:

a. One year of service shall consist of two semesters of service.

b. One semester of teaching service shall require the teaching of at least one course or its equivalent. No additional credit is given for teaching more than one class during a semester.

c. One full summer intersession of service shall equal a semester.

d. For non-classroom faculty, one hundred (100) hours or more during a fiscal year of certificated non-teaching service shall equal a semester.

e. The maximum credit for salary advancement under this section shall be two semesters in any one fiscal year.

**Other Part-Time Academic Assignments**

Generally, part-time academic assignments not covered under the current collective bargaining contract or as a part of the noncredit program, shall be paid in accordance with the provisions set forth in section 3 above. Exceptions shall be made on a “Personnel Requisition” authorized by the appropriate Vice President.
4. **Regular/Contract Hourly Overload**

The hourly rate for regular/contract faculty will be .0010 of the base contract faculty salary, including longevity increment, or placement in accordance with the rules for credit or noncredit associate faculty, whichever is higher. Increments for additional assignments will not be included in the computation of the hourly rate.

Regular/contract faculty members are limited to an overload maximum of eight hours of teaching or other service per week.

Monthly faculty in categorical positions who also work hourly shall be paid a rate that is commensurate with the assignment for an associate faculty member, e.g., credit, noncredit teaching or non-teaching.

5. **Summer Intersession Compensation**

Faculty members employed for the summer intersession will be paid at the same appropriate hourly rate as those who teach in the regular semester terms.

Maximum summer intersession teaching load will be sixty percent (60%) of a full-time assignment. The appropriate Vice President can authorize a summer intersession teaching load of up to sixty-seven percent (67%).

6. **Retired Regular Faculty**

The hourly rate for faculty who have retired after a minimum of ten years service at MiraCosta College shall be .0010 of the base contract teaching salary for which the employee is qualified.

7. **Community Services Classes/Workshops**

Community Services class and workshop instructors shall be paid for their teaching based upon the fee schedule established by the Board of Trustees. Because these classes are self-supporting, the fee charged to the participants will cover the cost of instruction, the administrative costs, and other indirect costs.

8. **Banking Hours (See Procedure V.C-08)**

"Banking" classes is an option available to MiraCosta College full-time tenured faculty. A full-time instructor is allowed to teach additional classes above the normal class load. Non-teaching faculty are allowed to teach, counsel or perform other duties for the District beyond their contract obligations. In lieu of payment for this overload, the faculty member may elect to bank those hours for future use as released time. The Board recognizes that the faculty contract includes other institutional service obligations which are an important aspect of the collegial mode of governance at MiraCosta College. Institutional service includes such activities as membership on District or Academic Senate committees or councils and advising student clubs and organizations. While the faculty member is on released time, this institutional service must be borne by other full-time faculty members.
Therefore, to be eligible to bank hours, a faculty member must have served on a minimum of one District or Senate committee/council or as an advisor to an active student club or organization for at least two years prior to applying to bank hours. Probationary faculty members may bank overload hours for load balancing purposes only before the third year. During the third (the two-year) contract, probationary faculty members may bank overload for future unbanked time off provided the two-year institutional service requirement has been met.

a. Conditions

A full-time faculty member with an overload assignment may choose to bank the extra hours or be compensated at his/her hourly rate. Depending on the number of hours banked, the time off could range from one class to an entire semester. Any faculty member wishing to take an entire semester off must render satisfactory service on a District or Senate committee each semester that he/she banks hours. The time off may be used for professional or personal reasons. The accumulated banked hours, and the resulting time off, will have no effect on sabbatical eligibility, fringe benefits, or retirement options.

1) Faculty overload may be earned in accordance with current MiraCosta policy.

2) The hours to be banked must be in the faculty member's primary assignment; i.e., a counselor may only bank hours earned while counseling. Summer intersession hours may not be banked.

3) The frequency of released time under this policy shall be no more than one semester (or its equivalent) out of every three years. Probationary faculty members may not take banked hours leave until they have received tenure, except for load balancing purposes.

4) Because of state-imposed limits on part-time/full-time faculty ratios, full-time leaves of absence for all purposes are limited to six percent (6%) of the faculty in any one semester. Sabbatical leaves will have preference over banked hours leave.

5) Banked hours may not be accumulated and used in the same semester.

9. Appendices

a. Annual Academic Salary Schedule (See Appendix V.C-01)

b. Noncredit Associate Faculty Salary Schedule (See Appendix V.C-03)
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</table>

### 1. Educational Administrator Positions

The Board designates the following to be educational administrator positions:

- Superintendent/President
- Vice President, Instructional Services
- Vice President, Business and Administrative Services
- Vice President, Student Services
- Dean, Academic Information Services
- Dean, Admissions, Assessment and Aid Programs
- Dean, Arts and Letters
- Dean, Community Education
- Dean, Counseling and Special Services
- Dean, Math and Sciences
- Dean, Career and Technical Education
- Provost
- Associate Dean, Allied Health Occupations
- Associate Dean, Student Services
2. **Contracts/Contract Year**

New administrators will be employed under an annual contract during their first two full fiscal years of service. Beginning with his/her third fiscal year, an administrator may be offered a two-year contract. At the discretion of the Board, the contract may be renewed for a two-year term each July 1; provided that the administrator’s most recent performance evaluation has been satisfactory.

Administrators will be on duty for the following number of working days between July 1 and June 30:

- Superintendent/President 219 days
- Vice President, Instructional Services 219 days
- Vice President, Business and Administrative Services 219 days
- Vice President, Student Services 219 days
- Dean, Academic Information Services 219 days
- Dean, Admissions, Assessment and Aid Programs 219 days
- Dean, Arts and Letters 219 days
- Dean, Community Education 219 days
- Dean, Counseling and Special Services 219 days
- Dean, Math and Sciences 219 days
- Dean, Career and Technical Education 219 days
- Provost 219 days
- Associate Dean, Allied Health Occupations 219 days
- Associate Dean, Student Services 219 days

3. **Time and Administrative Differential Factors**

The following “time” and administrative differential factors shall be applied to the salary on the faculty salary schedule for which each administrator is qualified. To determine the salary, the appropriate figure from the faculty salary schedule will be multiplied by the time factor and the result will be multiplied by the administrative differential factor.

<table>
<thead>
<tr>
<th>Administrator</th>
<th>Time Factor</th>
<th>Differential Factor</th>
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</thead>
<tbody>
<tr>
<td>Superintendent/President</td>
<td>1.25</td>
<td>1.57</td>
</tr>
<tr>
<td>Vice President, Instructional Services</td>
<td>1.25</td>
<td>1.23</td>
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<tr>
<td>Vice President, Business and Administrative Services</td>
<td>1.25</td>
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<tr>
<td>Vice President, Student Services</td>
<td>1.25</td>
<td>1.23</td>
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<tr>
<td>Dean, Academic Information Services</td>
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<td>1.105</td>
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<tr>
<td>Dean, Arts and Letters</td>
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<td>Dean, Admissions, Assessment and Aid Programs</td>
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<tr>
<td>Provost</td>
<td>1.25</td>
<td>1.105</td>
</tr>
<tr>
<td>Associate Dean, Allied Health Occupations</td>
<td>1.25</td>
<td>1.06</td>
</tr>
<tr>
<td>Associate Dean, Student Services</td>
<td>1.25</td>
<td>1.06</td>
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</tbody>
</table>

4. **Initial Placement**

Initial placement on the annual schedule will be based upon training and experience. Evaluation of training and previous experience will be made by the Superintendent/President, and annual schedule placement will be determined by the Board based upon the recommendation of the Superintendent/President.
5. **Part-time Assignment**

When administrative responsibilities are combined with other duties normally performed by a faculty member, administrative salary will be paid for total assignment if the administrative duties exceed fifty percent (50%) of the full-time assignment. Administrators may teach classes for extra pay on the recommendation of the Superintendent/President.

6. **College Holidays**

The following are non-duty days for educational administrators:

<table>
<thead>
<tr>
<th>Independence Day</th>
<th>New Year’s Eve</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Day</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>Martin Luther King, Jr. Day</td>
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<tr>
<td>Thanksgiving Day</td>
<td>Lincoln Day</td>
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<tr>
<td>Day after Thanksgiving Day</td>
<td>Washington Day</td>
</tr>
<tr>
<td>Winter Closure (4 days)</td>
<td>Friday of Spring Break</td>
</tr>
<tr>
<td>Winter Closure (1 day) *</td>
<td>Memorial Day</td>
</tr>
</tbody>
</table>

* This day will be assigned between Christmas Day and New Years Day to accommodate winter closure. If this day is not needed for winter closure, it will be the Thursday of Spring break.

7. **Vacations**

Each Administrator shall earn twenty-five (25) days of paid vacation per 12-month year. Administrators' vacation periods shall be approved by the Superintendent/President and scheduled in such a manner as to provide for summer intersession supervision.

Administrators may accrue and carry forward from one year to the next a maximum of four hundred (400) vacation hours. Administrators shall not accrue any additional vacation hours beyond the maximum accrual until vacation hours beyond the maximum accrual are used to reduce the accrual below the maximum. Upon leaving the employment of the District or upon termination of administrative service and reassignment to another position in the District, an administrator may be reimbursed for a maximum of four hundred (400) hours of accumulated vacation.

8. **Community Organizations**

As a condition of employment, all administrators are required to hold membership in one or more community organizations as their time permits, and at their own expense, for the purpose of improving communication of District programs and services to the constituents of the District and to the various community organizations. Similarly, all other personnel are encouraged to participate in community organizations.

9. **Administrator Retreat Rights**

This policy defines the rights of administrators employed under contract (hereafter for purposes of this document referred to as administrators) regarding reassignment by the Governing Board to classroom instructor or to another faculty position. For purposes of this policy, and in accordance with state law, administrators are identified as belonging to one of these three groups:

- Employees tenured as faculty members in the District who have been appointed to an administrative position. (These individuals have tenure in one or more disciplines for which...
they have a credential and/or meet minimum qualifications, and they retain their status as tenured faculty members, including the seniority number assigned to them at the time of hire.)

- Employees hired as administrators in the District prior to July 1, 1990, who have gained tenure as a result of two or more years of continuous employment and who have a credential and/or meet minimum qualifications in one or more disciplines. (These individuals also retain their tenure status, including seniority number.)

- Employees hired as administrators after June 30, 1990, who do not have tenure.

a. Policy for Tenured Administrators

Upon the recommendation of the Superintendent/President, a tenured administrator may be reassigned by the Governing Board to a faculty position to meet the needs of the District or upon his/her request, in accordance with the following guidelines:

- The administrator may be assigned only to a discipline in which he or she meets the minimum qualifications for hire, including local standards. The Academic Senate shall certify the discipline or disciplines for which the administrator meets the minimum qualifications, and the Governing Board shall rely primarily on this certification.

- The administrator will be assigned only to a discipline or position where there are currently sufficient temporary faculty and/or faculty overload to accommodate a full-time assignment of an additional faculty member. (This provision does not apply in cases where the administrator is exercising bumping rights due to a reduction in force.)

- If the administrator meets the minimum qualifications, including local standards, in more than one discipline where positions are available, he or she will normally be assigned to the discipline in which he or she has the most academic preparation. In the event of internal dispute, the administrator in question will meet with members of the affected department or departments and with representatives of the Academic Senate, and this composite group will endeavor to reach consensus. This group will then forward its recommendation to the Superintendent/President. If it cannot arrive at a recommendation, it will submit an account of its discussions to the Superintendent/President. The Superintendent/President, will, in either case, make the final recommendation to the Governing Board. Should the administrator in question be the Superintendent/President, the group will submit its recommendation or an account of its discussions directly to the Governing Board, if a new or interim Superintendent/President has not been appointed.


Upon the recommendation of the Superintendent/President, an administrator hired after June 30, 1990, who did not have faculty tenure in the District at the time of hire, may be reassigned by the Governing Board to the first-year probationary faculty position provided all the following conditions are met:

- The administrator has served in this district a total of at least two years as one or more of the following: a faculty member or academic administrator, and this service has been documented as satisfactory.

- The administrator has been certified by the Academic Senate, acting upon recommendation of the department in question, as meeting the minimum qualifications for hire, including local standards, in the discipline or service area to which he or she may be assigned. Certification should occur previous to the actual time
of hiring but also may be considered subsequent to it; this certification shall follow
procedures used in the selection of full-time faculty.

- The administrator is being released because of the elimination of the current position as
  part of an administration reorganization or as part of a reduction in force among
  administrators (i.e., for reasons other than "for cause") or has requested reassignment to
  a faculty position.

- Reassignment of the administrator will not cause the layoff of any contract or regular
  faculty members.

- The Governing Board has provided the Academic Senate full opportunity to present its
  findings to the Board before the Board makes such new appointment (one-year
  probationary) to the faculty.
## SYNOPSIS:

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<thead>
<tr>
<th>No.</th>
<th>Policy Description</th>
<th>Procedure</th>
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<td>Leave of Absence without Pay</td>
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<tr>
<td>2.</td>
<td>Sick Leave - Full-time Faculty/Administrators</td>
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</tr>
<tr>
<td>a.</td>
<td>Transfer of Sick Leave</td>
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<td>3.</td>
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<td>4.</td>
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<td>* V.E-08</td>
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<td>9.</td>
<td>Bereavement Leave - Full-time Employees</td>
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<td>10.</td>
<td>Bereavement Leave - Associate Faculty</td>
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<td>11.</td>
<td>Personal Necessity Leave - Contract/Regular Faculty</td>
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<td>12.</td>
<td>Personal Necessity Leave - Associate Faculty</td>
<td>*</td>
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<tr>
<td>13.</td>
<td>Catastrophic Leave Program</td>
<td>* V.E-13</td>
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<td>14.</td>
<td>Jury Duty</td>
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<tr>
<td>a.</td>
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<td>b.</td>
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<td>c.</td>
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<td>d.</td>
<td>Length of Leave</td>
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<td>e.</td>
<td>Compensation</td>
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<td>f.</td>
<td>Retirement Contribution</td>
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<td>g.</td>
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<td>Posting of Bond for Sabbatical Leave</td>
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<td>i.</td>
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<tr>
<td>j.</td>
<td>Evidence of Fulfillment of Leave</td>
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The Board of Trustees may grant a leave of absence upon the request of an employee as specified in this section.

The Board and District employees, separately or collectively, shall not be held liable for the payment of any compensation or damages arising from the death or injury of any employee on leave of absence.
An employee who has been on authorized leave of absence shall be reinstated to an appropriate position for which he/she is qualified except that an employee who has been on authorized leave of absence for one year or less and whose position was filled by a temporary employee shall be reinstated in the position that he/she held prior to going on leave of absence if the same position exists.

No paid leave of absence shall be construed as a break in continuity of service required for employee classification or District benefits. The time during which the leave of absence is taken shall not be considered as employment.

1. **Leave of Absence without Pay**

   The Board may grant a leave of absence without pay for any purpose.

   The District may request a leave of absence without pay for an employee for any purpose.

   An employee may request a leave of absence without pay for any purpose for a period not to exceed one year, in up to one semester intervals (except as specified in Board Policy V.E.-5 Parental Leaves), subject to the following restrictions:

   a. Requests for leaves of absence without pay for thirty (30) days or less shall be submitted on or accompanied by a completed "Leave of Absence Without Pay Request Form". Such requests may be allowed with the approval of the employee's department chair and division vice president. Board action is not required.

   b. Requests for leaves of absence without pay for more than thirty (30) days shall be sent to the Board for approval. Such requests shall be submitted on or accompanied by a completed "Leave of Absence without Pay Request Form" indicating the department's and vice president's support or non-support of the request.

   c. An employee absent due to illness must exhaust all paid leave to which he/she is entitled before a request for an unpaid leave of absence will be considered. Verification of the employee's inability to return to work from the employee's physician shall be required. A second opinion from a medical provider identified and paid for by the District may also be required. A written health clearance from an appropriate medical provider shall be required for return to duty with the District after completing an unpaid leave.

   d. An employee who returns from an approved leave of absence without pay (except for extended illness as described above) shall automatically be entitled to all previously accrued but unused/unpaid sick leave and vacation, if applicable. No sick leave or vacation, if applicable shall be accumulated during such period of absence.

   See Board Policy V.E-6 - Family Leave for additional leave of absence without pay information.
2. Sick Leave - Full-time Faculty/Administrators

Each full-time employee is entitled to leave of absence with pay of one day for each calendar month of contracted service. Such leave shall be granted only for personal illness or injury resulting in absence on days that the employee is required to render service to the District, except as otherwise provided in these policies.

The allowance for leave computed on the basis of the employee's contract is allowable in full at the beginning of the first day of service.

The amount of leave not taken in any school year shall be accumulated from year to year.

Employees shall complete an absence report, Form B-100, upon return to duty. An absence of more than five days must be verified by a physician, recognized religious practitioner, or registered nurse. An employee absent from duties for reasons of illness or accident for a period of five months or less from the date of expiration of accumulated sick leave shall receive fifty percent (50%) of his/her regular salary.

Employees shall be notified each fall regarding accumulated sick leave.

a. Transfer of Sick Leave

An employee who has been an employee of another California public school district for a period of one school year or more, and who is employed in this District at any time during the second or any succeeding year of his or her employment with the first district, shall have transferred with such employee to this District the total amount of sick leave that was accumulated in the previous district of employment.

It is the employee's responsibility to secure the transfer of any such leave balance from a previous California school employer.

3. Sick Leave - Associate Faculty, Regular Semester

Each associate faculty member is entitled to sick leave granted only for personal illness or injury resulting in absence during hours that the employee is scheduled to render service to the District. Such leave is accumulated on the basis of one hour of leave for each eighteen (18) hours of service. The amount of leave accrued, but not taken, is cumulative from year to year separately from leave accumulated under full-time or summer intersession service, until there is a break in service of eighteen (18) months or longer (see Procedure V.C-02, V.C-03) Leave earned for part-time service may be taken only for absence from such part-time service.

4. Parental Leave

Parental leave shall be granted for a maximum of twelve (12) months upon written request. Consideration will be given to granting an extension of the leave, if requested, until an appropriate vacancy occurs or until the beginning of the next school semester, should the expiration of the twelve (12) months of parental leave occur during the school year.
Paid sick leave, in conjunction with parental leave, shall be granted upon request of the employee at such time as the attending physician determines that an employee is unable to perform regularly assigned duties because of pregnancy or childbirth.

A statement from the employee's licensed physician must verify the beginning and ending dates of the period of incapacity. The beginning date of parental leave will be effective when requested and mutually agreed to and verification is provided by the attending physician that the employee or his spouse is pregnant.

Should the employee’s health preclude return to duty at the end of the parental leave, a health leave for a maximum of one year may be granted upon request.

The District reserves the right to request an examination by a licensed physician at no cost to the employee before approving a health leave or return to work there from.

An employee adopting a child shall be entitled to leave after receiving defacto custody of the child or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. The same consideration would be granted for extension of the period of leave as provided for other employees on parental leave.

A request for parental leave shall be submitted in writing to the Human Resources Office. All such requests will be forwarded to the Board for approval. A physician’s statement will be required to verify the period of incapacitation of the employee before sick leave can be paid.

5. Family Leave

It is the intent of the MiraCosta Community College District to comply with the California Family Rights Act of 1991 (FRA) and Federal Family and Medical Leave Act of 1993 (FMLA). These acts entitle employees to 12 weeks of unpaid leave per year (12 months) for the following reasons:

a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

b. Because of the placement of a son or daughter with the employee for adoption or foster care.

c. In order to care for the spouse/domestic partner, or a son, daughter, or parent, of the employee, if such spouse/domestic partner, son, daughter, or parent has a serious health condition, as verified by an appropriate medical advisor.

d. Because of a serious health condition, as verified by an appropriate medical advisor, that makes the employee unable to perform the functions of the position of such employee.

FMLA leaves may be requested by either the employee or the District when the employee takes a leave of absence for an FMLA-qualifying reason.

All approved FMLA leaves will run concurrently with any other paid and/or unpaid leave to which the employee may be entitled, e.g., parental; personal necessity; sick leave, accrued and extended; and vacation. The employee shall be notified within two (2) days after FMLA is
requested that, if approved, his/her FMLA leave will run concurrently with all other leaves to which he/she may be entitled.

While a benefit eligible employee is on FMLA leave, the District will continue his/her health benefits at the same level and with the same premium co-payments that existed prior to the effective date of the leave. Should the employee fail to return to work after taking FMLA leave for any reason other than: the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee’s control, reimbursement for premiums paid by the District during the leave may be required.

The FMLA clearly provides that it does not preempt state law to the extent that the state law is more protective of employee rights [FMLA, Section 401(b)]. The Human Resources staff should be consulted to review both acts to determine which one provides the greater benefit to the employee on each leave issue.

Descriptions of the California and Federal Family Leave laws are kept in the Human Resources office.

6. Military Leave

A permanent or probationary employee who is ordered to report for active duty in the United States military forces shall be granted a leave of absence for a period up to one year in accordance with the employee’s work assignment. Upon request from the employee, such leave may be extended by the Board for a period not to exceed six months with proof of continued military service.

A permanent employee shall be entitled to receive his/her full salary for the first six months of such absence provided it occurs during a paid status period of the employee’s work year. Salary for absences during months two through six shall be offset by the amount of gross pay received by the employee from the military. Absences for more than six months to a maximum of twelve may be charged to vacation and/or time without pay. District paid health benefits, excluding long-term disability (employee is ineligible for coverage while on active duty), shall be continued for the employee and his/her eligible dependents for the duration of military leave, paid and unpaid.

The employee must request a military leave of absence in writing together with a copy of his/her reporting orders to be eligible for payment of the aforementioned salary and benefits.

Upon completion of his/her tour of duty of not more than one year, and with proof of a honorable or general discharge if not remaining in the reserve forces, and return to the District, the employee shall retain all seniority granted for layoff and other purposes during his/her military leave of absence and shall be entitled to receive the pay to which he/she would have been entitled had he/she never left to serve in the military. The period of absence shall not be construed as a break in service. However, the employee shall not accrue vacation or sick leave for the time he/she was on military leave beyond the first month.

Prior to resuming work, the employee shall be required to submit satisfactory evidence of his/her physical and mental fitness for duty including any job related restrictions/limitations requiring accommodation.
a. Leave for Annual Training Duty

An employee, upon submission of military orders, shall be granted a leave of absence without loss of salary to report for annual active duty training. Such training should be scheduled during vacation periods or at the convenience of the District whenever possible.

7. Quarantine Leave

An employee unavoidably absent from duty under quarantine imposed by order of any authorized health officer of the State of California shall be paid regular salary for the period of absence without deduction from the employee’s sick leave account. A copy of the quarantine order showing its applicability to said employee must be provided to the Human Resources Office.

8. Industrial Accident and Illness Leave (See Procedure V.E. 08)

Any employee who is absent from duty because of illness or injury from an industrial accident or illness, and qualifies for Workers’ Compensation, shall be granted allowable leave of absence for not less than sixty (60) days during which the District is required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident. Allowable industrial accident and illness leave shall not be accumulated from year to year. (Reference Education Code §87787)

When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him or her for the same illness or injury.

Industrial accident or illness leave shall commence on the first day of absence. Such industrial accident or illness leave shall be reduced by one day for each day of medically authorized absence regardless of a temporary disability indemnity award made under Workers’ Compensation.

When an academic employee is absent from the employee’s duties on account of an industrial accident or illness, the employee shall be paid the portion of the salary due him or her for any month in which the absence occurs as, when added to his or her temporary disability indemnity under Division 4 (commencing with §32011) or Division 4.5 (commencing with §6100) of the Labor Code, will result in a payment to the employee of not more than his or her full salary.

An employee shall be entitled to industrial accident or illness leave, but without limitation as to the number of days of leave. The number of days of illness or injury leave under Workers’ Compensation or industrial accident leave shall not be deducted from the number of days of illness or injury leave to which an employee is entitled under provisions of sick leave policy. Upon termination of an industrial accident or illness leave, the employee’s absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. However, if the employee continues to receive temporary disability indemnity, the employee may elect to take as much of his/her accumulated sick leave that, when added to the temporary disability indemnity, will result in a payment to the employee of not more than his or her full salary.
Any employee receiving Workers’ Compensation benefits during periods of injury or illness shall remain within the State of California unless the Board authorized travel outside the state.

No employee shall be entitled to more than the maximum full-time leave authorized herein regardless of employment in other capacities in the District.

The District reserves the right to secure continued proof of industrial illness or injury of an academic employee. (Reference: Education Code §87787)

9. Bereavement Leave - Full-time Employees

Every employee is granted three days leave of absence (five days leave of absence if out-of-state travel is required) with full pay when the death of any member of the immediate family occurs. Additional days thereafter may be granted by the Board.

Member of the immediate family is defined as a mother, mother-in-law, father, father-in-law, grandmother, grandfather, spouse, domestic partner, son, daughter, brother, sister, grandchild, or any relative living in the immediate household of the employee, and other persons closely related by blood or marriage. The Superintendent/President may approve bereavement leave in other circumstances he/she deems to fit the spirit and intent of this policy.

Bereavement leave in excess of the authorized amount may be charged to Personal Necessity Leave.

10. Bereavement Leave - Associate Faculty

Each part-time employee is granted three calendar days of bereavement leave (five consecutive days if out-of-state travel is required). Such leave is granted at full hourly pay for the absence from the class or classes the employee is scheduled to teach during the specified period of bereavement leave. Such leave does not count against any other accrued sick leave.

Additional days may be approved by the Superintendent/President. Bereavement leave in excess of the specified amount may be charged to Personal Necessity Leave.

11. Personal Necessity Leave - Contract/Regular Faculty

A contract/regular faculty member, at his/her election, may in cases of personal necessity and/or compelling personal importance, use up to six days of earned, non-accumulative sick leave in any contract year, including any of the following:

- Death of a member of the immediate family when additional leave is required beyond that provided by Board policy.
- Serious illness of a member of the immediate family.
- Accident involving the employee's person or property or the person or property of his/her immediate family, including unavoidable transportation delays.
- Unavoidable family commitments.
• Emergency administration of estate problems relative to the immediate family.

• Observation of a day(s) of religious significance.

• Appearance in court as a litigant, witness, party or under official order other than subpoena or jury duty.

• Other personal emergency or necessity leave as approved in advance, whenever possible, by the Superintendent/President or his/her designee.

Personal necessity is defined as unavoidable in nature, beyond the employee’s immediate control, and not solely for his/her personal convenience.

Compelling personal importance is defined as an alternative valid reason for requesting leave of such compelling nature that does not fall under the categories of personal necessity and sick leave.

Immediate family is defined as a mother, mother-in-law, father, father-in-law, grandmother, grandfather, spouse, domestic partner, son, daughter, brother, sister or grandchild; any relative living in the immediate household; and other persons closely related by blood and marriage.

12. Personal Necessity Leave - Associate Faculty

Associate faculty represented by the MiraCosta College Academic Associate Faculty, CCA, CTA, NEA should refer to the contract. Credit faculty and noncredit associate faculty members may use up to the equivalent of one day per semester of their accrued sick leave for personal necessity leave. The definition of personal necessity is the same as for full-time faculty.

13. Catastrophic Leave Program (See Procedure V.E-14 13)

Employees may donate eligible leave credits to an employee when that employee or a member of his or her family suffers from a catastrophic illness or injury. For purposes of this program, the following terms are defined as follows:

“Catastrophic illness” or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

• "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.

• "Representative of employee" is one to whom employee has given medical power of attorney in such cases where the employee is unable to represent him/herself due to incapacitation resulting from a catastrophic illness or injury.
For purposes of this program the following conditions are not covered: elective surgery; normal pregnancy; worker’s compensation claims; disabilities resulting from substance abuse; intentionally self-inflicted injuries; or normal illnesses, such as colds, flu, allergies, headaches, etc.

Upon approval by the Board, eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

- The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides a physician’s statement of verification of the catastrophic injury or illness.

- The employee has exhausted all accrued paid leave credits.

The maximum amount of time for which donated leave credits may be used may not exceed twelve (12) consecutive months.

An employee who receives transferred leave credits shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving transferred leave credits.

If the transfer of leave credits is approved by the Board, any employee may, upon written notice to the Board, donate eligible leave credits at a minimum of eight hours, and in hour increments thereafter, to a maximum of 16 hours per situation.

- An employee must retain no fewer than 30 days of sick leave on record to be eligible to donate sick leave days; no limitations are placed on vacation leave days that may be donated.

- All transfers of eligible leave credits are irrevocable.

14. **Jury Duty**

An employee may be granted a paid leave of absence when called for jury duty. If the absence of a academic employee would seriously impair the operation of the College, the employee is encouraged to seek a postponement of the jury service.

Employees who serve on jury duty while in paid status with the College will continue to receive their regular pay provided they return to the District all fees, exclusive of mileage reimbursement, paid by the court for such jury duty and provide the jury time card with the absence report (B100) to the payroll office.

An employee called for jury duty shall immediately report such notice to his/her supervisor and provide a copy of the jury summons to the Human Resources Office.

15. **Deductions of Salary for Absence**

Deductions of salary for absence shall be computed on a work-day basis.
16. **Sabbatical Leave**

The purpose of a sabbatical leave is to improve the leave recipient's contribution to the institution.

a. **Eligibility**

An applicant for a sabbatical leave shall have satisfactorily served the District as a contract/regular full-time faculty member or administrator for seven consecutive years immediately preceding the sabbatical leave requested.

Absence for an approved non-working leave, other than a sabbatical, shall not be deemed a break in the continuity of service required for sabbatical eligibility. However, the time spent on such leave shall not be included in the seven years required for eligibility. Time spent on an approved working leave shall be included in the seven years required for eligibility if both the work and the manner of compensation have been approved by the District. Only one sabbatical leave may be granted in each seven-year period.

Seniority for sabbatical leave requests will be based on the time elapsed since the date of hire or the completion of a sabbatical, whichever occurred most recently. In the event of any tie, the date of hire will be the determining factor, with the person with the most seniority being granted the sabbatical.

b. **Types of Leave**

There are two types of sabbatical leave: advanced academic study and non-traditional activities.

- **Advanced academic studies** applications shall contain a detailed program of academic study at the upper division and/or graduate level, as approved by the Professional Advancement Committee. All other sabbatical leave applications will be considered as non-traditional activities.

- **Non-traditional activities** applications shall contain a detailed statement of the activity, which shall be designed to enhance the faculty member's performance in his/her area of specialization.

c. **Definition of Terms**

- **Professional Advancement.** The process by which a member of the faculty or administration gains recognition for having undertaken an approved educational or learning activity that increases her or his value to MiraCosta College.

- **Advanced Academic Studies.** These professional advancement activities involve a full-time program of study at the upper division and/or graduate level at an institution accredited by the Western Association of Schools and Colleges or equivalent regional counterpart (exceptions may be made for study at foreign institutions.) Advanced academic studies are quantified by units of credit received. A full-time program of study is equivalent to 12 semester units.
• Non-Traditional Activities. All other professional advancement activities are considered non-traditional activities: 1) Lower-division coursework or work at a non-traditional institution; 2) An independent study program or project; 3) A mixture of advanced academic studies, lower-division coursework, and/or an independent study program or project. The Professional Advancement Committee evaluates proposed non-traditional activities and assigns units of worth (see “Unit Equivalents” below).

• Unit Equivalents are awarded as follows: One unit of credit may be awarded for each forty-eight (48) hours of verified work. Such units are subject to current policy limitations, such as no more than six for salary classification advancement.

d. Length of Leave

A sabbatical leave usually may be granted to full-time faculty members or administrators for a period of not less than one-half the contract days nor more than one full contract period. Such a sabbatical leave will not be granted unless the inclusive dates of the leave fall within two school years. An individual, his or her department chair, or the division head may request, subject to approval by the Superintendent/President, a variation of the length and terms of the sabbatical. Options for a "variable" sabbatical are:

1) The equivalent of one-half of a full contract period taken over the course of a full contract period, within the same academic or fiscal year.

2) The equivalent of a full contract period taken over the course of two academic or fiscal years.

3) A “mini” sabbatical of less than one-half of a full contract period taken over the course of an academic or fiscal year.

An individual requesting a "variable" sabbatical must have a calendar attached to the sabbatical request that delineates exactly which days are to be worked and how many hours constitute each day. This calendar shall have prior approval by the department and division heads and be approved by the superintendent/president before the leave is recommended to the Board. Any changes to the calendar must be approved by the division head prior to the date for which the change is requested. A copy of the approved calendar and any approved changes shall be sent to Human Resources for payroll purposes. Any portion of time not worked in accordance to the approved calendar may result in a reduction of pay.

For purposes of the sabbatical leave, a contract day is defined as five (5) hours for classroom faculty and seven (7) hours for non-classroom faculty and administrators. Non-classroom faculty and administrators may work no more than a maximum of 1.25 days in one calendar day.

Service eligibility for a "variable" sabbatical leave shall be the same as for a regular sabbatical; "variable" sabbatical days should not total more than one-half of the total annual contract days. The eligibility for the next sabbatical will begin at the end of the semester in which the last portion of the "variable" sabbatical is taken.
e. Compensation

- Compensation for a full year's sabbatical leave shall be fifty percent (50%) of the employee's contract salary that would have been received had the employee remained in regular service for the District.

- Compensation for a one-semester sabbatical leave shall be 100 percent of the employee's contract salary that would have been received had the employee remained in regular service for the District.

- Compensation for a "variable" sabbatical leave shall be the same as for a comparable semester of full year's sabbatical leave, depending on the amount of time taken, the days worked, and the approved calendar.

- Compensation shall be paid in the same manner as if the employee were in regular service for the District.

f. Retirement Contribution

Sabbatical leave shall count toward retirement and the employee contributions shall be collected. Employees on less than one hundred percent (100%) of salary on sabbatical leave may obtain full service credit toward retirement by paying additional contributions, upon return from sabbatical.

g. Sabbatical Leave Approval

- The Superintendent/President, in consultation with the Professional Advancement Committee and the Academic Senate Council, shall promulgate the procedures for evaluating sabbatical leave applications and recommending sabbatical leaves to the Board.

- The number of sabbatical leaves to be granted by the Board shall not exceed 4 percent per semester of the full-time faculty.

- The employee shall agree to serve a two-year term on the Professional Advancement Committee, as assigned by the Academic Senate President, as soon as possible after returning from a sabbatical leave. This requirement will be waived if the employee retires or terminates employment.

h. Sabbatical Leave - Posting of Bond (See Procedure V.E-17.h)

The employee shall post a bond that will reimburse the District for salary paid during the sabbatical leave should the employee fail to fulfill requirements of the leave. The requirements shall include rendering service upon completion of the sabbatical leave, which is equal to twice the period of the leave. The employee shall be relieved of this obligation in the event the failure to render the required service is caused by the death or physical or mental disability of the employee. The District will pay for the cost of the bond.
i. Sabbatical Leave - Return to Service

At the expiration of the sabbatical leave the employee shall, unless otherwise agreed to, be reinstated in a position equivalent in duties and salary, including any increments, to that held at the time of the granting of the leave. The employee shall be subject to the existing salary schedule upon return to the District.

j. Evidence of Fulfillment of Leave

Each employee returning from a sabbatical leave shall file a transcript of work completed and grades earned and/or a summary of any non-traditional activities completed, together with a statement of the educational growth believed obtained, and any other evidence that may indicate that objectives stated in the sabbatical leave application have been met. The requirements of the sabbatical leave shall not be considered complete until the employee's report has been approved by the Professional Advancement Committee, Academic Senate Council, Superintendent/President, and the Board, in that order.
CHAPTER: Personnel – Faculty and Administrators
Professional Growth/Evaluation/Tenure

V.F
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1. **Professional Development (See Procedure V.F-01.a)**

   a. **Flexible Calendar**

   In accordance with the Education Code, the District has authorized a flexible calendar to allow for a Professional Development Program with goals aimed at promoting professional growth:

   - in a discipline,
   - as educators and persons,
   - of the academic community.

   All regular (tenured) and contract (untenured) faculty are required to participate. Administrative staff and associate faculty are strongly encouraged to participate as their schedules will permit.

   The flexible calendar and professional development activities are required to be completed within a twelve month period, June 1 through May 31, of any given year.

   - There will be approximately ten flex days each fiscal year to contract for. The total flex time in any given year is computed by multiplying the total number of flex days for that year by five hours.

Effective Date: 1/21/92                      Adoption History: Revised 2/16/94, 4/4/00, 5/15/01, 4/15/03
References: EC 35172, 72200, 72208, 87600 et seq. Specific References: EC 84890, 84891, 84892

MiraCosta Community College District
• This flex time constitutes part of the regular yearly contract at MiraCosta and must, therefore, be treated accordingly.
• Each year faculty members will sign a contract with the District describing the activities they have proposed for their Professional Development Program.
• Any faculty member who fails to complete his or her contractual obligation, or completes only a portion of the contract, is subject to loss of pay. (See Professional Development Program Handbook for details.)

Options for group and individual activities and the specific procedures for carrying out the contract obligations are detailed in the Flexible Calendar and Professional Development Program Handbook, distributed to each academic employee and available in the Professional Development Program Office.

The Superintendent/President shall provide for fifty percent (50%) of an FTE and a summer stipend to allow a member of the academic staff to served as Coordinator for the Professional Development Program.

• The Professional Development Program Coordinator shall chair a sub-committee of the Academic Senate.
• Duties and responsibilities of the coordinator, committee, and staff secretary are detailed in the Professional Development Program handbook.

The Professional Development Office will be staffed by a Professional Development Program Secretary who will have at least fifty percent (50%) assigned time to work on the Professional Development Program on a 12-month contract.

Annually, an evaluation and summary of the Professional Development Program shall be conducted and presented to the Governing Board.

The Superintendent/President shall provide for additional professional development programs for academic employees and shall encourage employees to participate in said program.

b. Attendance at Conferences, Seminars, and Workshops

The Superintendent/President shall recommend attendance by the academic staff at conferences, seminars, and workshops. The Board shall pay actual and necessary expenses on the basis of a schedule for reimbursement within budgetary limitations.

c. Meetings and Visitations

The Superintendent/President is authorized to direct the travel of employees to meetings or to visit other schools and colleges for the discussion or observation of any school matter relating to the duties of the employee or any question of interest to the District. The Board shall pay the actual and necessary expenses on the basis of a schedule for reimbursement within budgetary limitations.
d. Memberships in Professional Organizations (See Procedure V.F-01.d)

MiraCosta employees are encouraged to join professional organizations which help them remain current and/or strengthen their skills in their discipline or area of responsibility. The District will pay fifty percent (50%) of the cost of professional organization dues up to a maximum of $100 per employee per year. The Superintendent/President or the appropriate vice president will determine whether an organization meets the requirements of this policy for a specific employee.

The Superintendent/President will develop procedures for implementation of this policy.

2. Evaluation (See Procedure V.F-02)

The primary objective of the Professional Growth and Evaluation Procedures is to improve the quality of faculty and administrative performance at MiraCosta College. The need to reexamine educational priorities and perspectives through self-study, feedback, and dialogue among colleagues on significant issues is continual. This interchange of ideas fosters further growth and understanding among professionals who, of course, have divergent perceptions of the proper function of education.

Standards of performance for faculty and administrative personnel are inherent in the procedures for evaluation. They are expected to perform satisfactorily in all categories of the evaluation process, as well as to maintain and advance the best interests of the community college. By so doing, they will ensure the highest level of performance in conformance to current state statutes.

a. Responsibility for Evaluation

The Office of Instructional Services shall coordinate the administration of student evaluations for teaching faculty as well as monitor the other activities outlined in the manual, Professional Growth and Evaluation Procedures (available in the District administrative Offices, Instructional Services, in the faculty handbook or from each faculty secretary).

Evaluation of instruction is the responsibility of the Vice President. He/she or an administrative designee will collaborate on the process with the department chairperson, appropriate dean or director, and members of the department.

Evaluation of non-classroom certificated personnel (librarians, counselors, etc.) is the responsibility of the appropriate vice president or administrative designee in coordination with colleagues and students as designated by the booklet titled Professional Growth and Evaluation Procedures.

Evaluation of certificated administrative personnel (program administrator, dean) is the responsibility of the appropriate vice president in coordination with colleagues and students as designated by the Professional Growth and Evaluation Procedures.
Evaluation of the vice presidents is the responsibility of the Superintendent/President. Evaluation of the Superintendent/President is the responsibility of the Board of Trustees.

b. Evaluation Guidelines

The following guidelines shall be used in the evaluation of faculty and administrators:

- They will be notified of performance that is unsatisfactory or needs improvement. The evaluation shall enumerate the problem area or areas with specific suggestions for improved performance, and the certificated employee shall be allowed sufficient time to achieve satisfactory performance.
- The Superintendent/President shall work continually with the staff to improve evaluation procedures that provide an environment which fosters academic excellence, creativity, due process, improvement, and time to correct deficiencies.

c. Uses of Evaluation of Certificated Employees

Evaluations may be used to encourage the following:

- improving expertise in subject matter or area of responsibility
- enhancing instructional techniques
- fostering participation in college governance
- developing professional linkages

The report will assess the employee's contribution to his/her area of responsibility as well as to the areas of campus and community service. Results of the evaluation process may include the use of any of the following:

- basis for commendation
- basis for re-employment or promotion
- basis for an improvement contract
- basis for recommendation to terminate employment
- basis for recommendation to approve sabbatical leave

d. Evaluation Report

The Superintendent/President shall require the appropriate vice president to file an evaluation report to be placed in the employee's personnel file with the following schedule:

- Contract employees: at least once every academic year.
- Regular employees: At least once every two academic years.
- Hourly employees: Per MiraCosta College Academic Associate Faculty CCA/CTA/NEA contract.
The evaluee may initiate a written response or reaction to be filed with evaluation.

3. **Tenure Review**

In accordance with modifications to the Education Code, which became effective July 1, 1991, all faculty members employed on or after this date will be evaluated under a new tenure review process, which provides for a maximum four-year probationary period as a contract employee before tenure may be granted. The Board directs the administration to work collegially with the Academic Senate to develop procedures for implementing the new tenure review process.

The procedures will be reviewed on a regular basis and may be changed from time to time. Any changes in the procedures will apply to all faculty members not currently tenured.

The Board will make all re-employment decisions involving contract faculty members relying primarily on the advice and judgment of the Academic Senate Council. The administration reserves the right to present a dissenting recommendation if it deems it appropriate. If the Senate Council's recommendation in a re-employment decision is not accepted, the Board or its designee shall communicate its reasons in writing to the council.

If a contract employee is working under his or her first contract, the Governing Board, at its discretion and not subject to judicial review, except as expressly provided by statute, shall elect one of the following alternatives:

- Not enter into a contract for the following academic year.
- Enter into a contract for the following academic year.
- Employ the contract employee as a regular (tenured) employee for all subsequent academic years.

If a contract employee is working under his or her second contract, the Governing Board, at its discretion and not subject to judicial review, except as expressly provided by statute, shall elect one of the following alternatives:

- Not enter into a contract for the following academic year.
- Enter into a contract for the following two academic years.
- Employ the contract employee as a regular (tenured) employee for all subsequent academic years.

If a contract employee is employed under his or her third consecutive contract, the Governing Board shall elect one of the following alternatives:

- Employ the probationary employee as a tenured employee for all subsequent academic years.
- Not employ the probationary employee as a tenured employee.
If the Board elects not to enter into a subsequent contract at any point during the probationary period, it shall give written notice of its decision and its reasons to the employee on or before March 15 of the academic year covered by the existing contract. The notice shall be sent by registered or certified mail to the most recent address on file with the District's Human Resources Office. Failure to give such notice to an employee working under his or her first or second contract shall result in an extension of the existing contract without change for the following academic year. Failure to give the notice as required to a contract employee working under his or her third consecutive contract shall be deemed a decision to employ him or her as a regular employee for all subsequent academic years.
CHAPTER: Personnel – Faculty and Administrators

Academic Senate

V.G

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The Academic Senate will be composed of the faculty and administrators of the District. It is the organization that represents the faculty of the College.

The functions of the Academic Senate are:

- to facilitate communication among the faculty, the administration, and the Board
- to participate in the development and formulation of policies and practices relating to instruction
- to make recommendations to the administration and the Board on academic and professional matters

The rules, regulations and by laws of the Academic Senate are published in the Faculty Handbook.

1. Support for Senate Leadership Responsibilities

The Academic Senate shall be provided with the equivalent of 1.5 FTE of faculty assigned time or overload compensation during the regular academic year to be divided so that the Academic Senate President receives 0.6 FTE, the Faculty Professional Development Coordinator receives 0.5 FTE, and the remaining 0.4 FTE will be used at the discretion of the Academic Senate, to facilitate shared governance activities. In addition, the President of the Academic Senate or designee will be provided with a stipend for carrying out his/her duties during the summer. This stipend, equal to the amount the individual would be paid for teaching one four-unit overload course, will be in lieu of teaching one class in the summer session.

Other full-time faculty members on the Senate Council shall be compensated at their hourly rate for participation in up to three council meetings during the summer months, with a maximum of two hours per meeting. Senate members serving on district and senate standing committees appointed to participate in the collegial governance of the College will be compensated at their hourly rate for participation in meetings scheduled during the summer to conduct business that cannot be conducted during the regular academic year.
A stipend will be provided to the Faculty Professional Development Coordinator for carrying out his/her duties during the summer. The PDP Coordinator stipend, equal to the amount the individual would be paid for teaching one three-hour overload class, will be in lieu of teaching one class in the summer session.

2. **Support for Associate Members on Academic Senate Council/Committees**

Associate faculty members of the Academic Senate Council shall receive a stipend in an amount equal to six hours per month based on their hourly rate during the regular academic year. In any month during which a member does not attend all scheduled meetings, the member’s monthly compensation will be prorated to reflect any meeting(s) not attended. Associate faculty members appointed to serve as voting members of senate standing committees established to participate in the collegial governance structure of the College shall receive stipends in an amount equal to one hour per month based on their hourly rate for attendance at regularly scheduled committee meetings.

Associate Faculty members on the Academic Senate Council shall be compensated at their hourly rate for participation in up to three council meetings during the summer months, with a maximum of two hours per meeting.
CHAPTER: Personnel – Faculty and Administrators

Termination of Employment

V.H

SYNOPSIS:

1. Retirement System(s) *
2. Emeritus Status for Retired Faculty and Administrators *
3. Emeritus Status for Associate Faculty *
4. Reduced Workload *
5. Early Retirement Program *
   a. Health and Welfare Benefits for Early Retirees *
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6. Resignation *
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7. Termination, Dismissal, or Suspension *
8. Retiree Early Notification Incentive *
9. Reduction in Number of Permanent Employees *

1. Retirement System(s)

   All tenured and regular contract faculty and administrators must become members of the State Teachers Retirement System unless, prior to employment as an academic employee, they belonged to the Public Employee's Retirement System and desire to remain in that system.

   Contributions to the State Teachers Retirement System are based on rates established by the State Retirement Board. Contributions are made on all regular salary but not on extra time such as overload or summer intersessions. Contributions are withheld from salary payments made to and including May 30, or June 30 for a qualified hourly employee.

   Hourly academic employees who are not STRS members will automatically become members with sixty hours of paid service in any one month. Non-STRS DB (Defined Benefit Program) will be given the option of enrolling in either the STRS DB or STRS CB (Cash Balance) plan.
2. **Emeritus Status for Retired Faculty and Administrators (See Procedure V.H-02)**

Emeritus status may be granted to retiring faculty and administrators who retired since June 1987, and who meet the following qualifications:

a. A minimum of 15 years of full-time service to the District.

b. A sustained commitment to the College and its welfare as evidenced by at least 10 years of college service outside the individual's primary responsibility including committee work and/or other services verifiable by Senate, Division, or Department records.

Faculty and administrators who retired prior to June 1987 after rendering fifteen (15) or more years of full-time service to the District will be granted honorary emeritus status upon request to the Superintendent/President.

Recipients of emeritus status and honorary emeritus status will be given a designation appropriate to the service rendered (e.g. professor emeritus for classroom faculty; counselor emeritus, librarian emeritus, dean emeritus, etc.).

Emeritus and honorary emeritus personnel will be recognized in the year the honor is bestowed in ways deemed appropriate by the Board of Trustees, the administration, and the Academic Senate.

Emeritus and honorary emeritus personnel may be granted appropriate privileges paralleling those granted to the full-time faculty.

The Superintendent/President, in consultation with the Academic Senate Council, will develop procedures for implementing this policy.

3. **Emeritus Status for Associate Faculty**

The following steps shall be used to determine emeritus status for associate faculty:

a. When an associate faculty member has completed 30 semesters of part-time service to the District and has begun to receive STRS retirement benefits, the Superintendent/President’s office shall forward the name of the associate faculty member to the Academic Senate President for consideration of emeritus status.

b. The Academic Senate Council will review the qualifications of the candidate. If the council believes the qualifications outlined in the Board policy are met, it shall vote to nominate the candidate for Board approval.

c. The Board shall consider the nomination by the Academic Senate Council. If the Board grants emeritus status, the Superintendent/President will notify the candidate by letter.
Emeritus status may be granted to associate faculty who meet the following qualifications:

a. A minimum of 30 semesters of part-time service to the District. For purposes of this policy, there are three (3) semesters per year: fall, spring, and summer.

b. A sustained commitment to the College and its welfare as evidenced by significant college service outside the individual’s primary responsibility, including committee work and/or other services verifiable by Academic Senate or department records.

Associate faculty who retired prior to June 1987 after rendering thirty (30) semesters or more of part-time service to the District will be granted honorary emeritus status upon request to the Superintendent/President.

Recipients of emeritus status and honorary emeritus status will be given a designation appropriate to the service rendered (e.g. professor emeritus for classroom faculty; counselor emeritus, librarian emeritus, etc.).

Emeritus and honorary emeritus associate faculty will be recognized in the year the honor is bestowed in ways deemed appropriate by the Board and the Academic Senate.

Emeritus and honorary emeritus associate faculty may be granted appropriate privileges paralleling those granted to current associate faculty.

The Superintendent/President, in consultation with the Academic Senate Council, will develop procedures for implementing this policy.

4. Reduced Workload

Faculty and administrators may be allowed to reduce their workload and receive full STRS service credit provided that they meet the qualifications described below:

• The prospective participant must have reached the age of fifty-five (55) prior to the reduction in workload.

• The employee must have been employed in a full-time position requiring certification for at least ten years, of which the immediately preceding five years were full-time employment. Sabbaticals and other approved leaves do not constitute a break in service. Such leave, however, is not used to compute the requirement of five years of full-time service prior to entering the program.
• The minimum part-time employment level shall be the equivalent of at least half of the number of days of service required by the contract of employment during the last year the retiring employee served in a full-time academic position.

• Salary shall be a pro rata share of the salary that would have been earned had the employee not elected to enter the reduced workload program. The salary received must be at least half the salary the member would have earned on a full-time basis.

• The employee shall retain all rights and benefits for which payments are made that would be required if employed full-time, including health and retirement.

• Participation in the reduced workload program is optional to both the employee and employer; termination requires employee and employer consent.

• The employee may participate in the plan for a maximum of five years.

5. Early Retirement Program

MiraCosta Community College District provides several plans for its faculty and administrators when they consider retirement from the District. Participation in any of the plans is dependent upon the District's needs and financial situation. Upon recommendation of the Superintendent/President or his/her designee, the request will be sent to the Governing Board for final approval.

A request for participation in any of the plans must be initiated by the employee on a completely voluntary basis. Once participation has been approved, the employee is assured of its continuation until age sixty-five (65), full length of the program, or death, whichever occurs first.

To be eligible to participate in or receive benefits under the health benefit and District annuity plans, (1) an employee's 55th birthday but not his/her 65th birthday (64th in the case of the annuity option) must occur no later than June 30, 2004 or 2005 District annuity option) of the fiscal year in which he/she is applying; (2) the employee must have served a minimum equivalent to ten (10) academic or fiscal years (depending upon assignment) of regular employment under one of the state retirement systems with the MiraCosta Community College District as of June 30, 2004 or 2005 (District annuity option) of the fiscal year in which he/she is applying. (Participation in the "Limited Service" program may continue beyond age 65.)

An employee who has served a minimum of ten (10) academic or fiscal years in a health and welfare benefit eligible position with MiraCosta, but who is unable to meet the requisite service requirement under PERS or STRS due to injury or illness, shall also be eligible for this benefit.
As part of the Early Retirement Program, the District will periodically sponsor a program of pre-retirement seminars for all interested employees and their spouses/domestic partners.

a. Health and Welfare Benefits for Early Retirees

The District will provide health and welfare coverage for the retiree and any eligible dependents at the same level as that of current employees until the retiree reaches age 65.

To be eligible to participate in this plan, an employee must have reached age fifty-five (55) by June 30 of the fiscal year in which his/her retirement is effective and have been employed in a regular health and welfare benefit eligible position a minimum equivalent to ten (10) fiscal or school years (dependent upon his/her assignment with the District).

Active employees age 65 or older who have completed a minimum of 10 years of service in a benefited position with the District as of June 30 in the year in which he/she retires, will be eligible for the District paid supplemental health plan to receive an amount each year equivalent to the average cost for a Medicare supplement for the retiree and his/her spouse/domestic partner until the retiree turns age 75 or dies, whichever comes first. Early retirees covered under the active employee health benefit plan who reach age 65 will also be eligible for the District paid supplemental health benefit until the retiree turns age 75 or dies, whichever comes first.

b. Limited Service for Early Retirees

Retirees working for the District under the Limited Service program shall adhere to the current earnings/service limitations set forth by the State Teachers Retirement System. Adherence to said limits will preclude reinstatement to STRS. Hourly compensation for service shall be .0009 of the base contract salary for which the employee is qualified.

To be eligible to participate in this plan, an employee must have reached age fifty-five (55) by June 30 of the fiscal year in which his/her retirement is effective and have been employed in a regular health and welfare benefit eligible position a minimum equivalent to ten (10) fiscal or school years (dependent upon his/her assignment with the District).

c. District Annuity Option

The District will allocate a sum of money sufficient to purchase an annuity, which would provide supplemental retirement income approximately equivalent to one, two or three additional years of service under the basic option in the applicable state retirement system. At the retiree's option, the
District's early retirement annuity allocation may be used to fund one of several monthly income options.

The program is available only to those employees with the requisite years of service who have reached their 55th through 64th birthdays by June 30, 2004 or 2005 (the District annuity option will sunset effective June 30, 2005) as follows:

- Retiring employees who have reached age fifty-five (55) through age sixty-two (62) by June 30 of their last fiscal year of employment will be eligible for an annuity providing supplemental income equivalent to three years of service credit.

- Retiring employees who reach age sixty-three (63) by June 30 of their last fiscal year of employment will be eligible for an annuity providing supplemental income equal to two years of service credit.

- Retiring employees who reach age sixty-four (64) by June 30 of their last fiscal year of employment will be eligible for an annuity providing supplemental income equal to one year of service credit.

To qualify for this option, employees must submit their notice of intent to retire by March 15, 2004 or 2005.

Periodic retirement incentives may be offered in the future based on District needs and financial condition.

6. **Resignations**

The Board delegates to the Superintendent/President the power to accept resignations of persons on the payroll of the District. The District's official acceptance of the resignation shall be effective at the time of receipt by the Superintendent/President.

The Board shall take official action setting the date of termination of employment, which shall not be later than the date requested by the employee, but, in any case, no later than the close of the school year during which the resignation was received.

a. **Reinstatement after Resignation**

A resignation by a contract employee shall be considered a break in service. Reinstatement shall be under the same conditions as other entering employees.

Regular academic employees who resign and who are reinstated within thirty-nine (39) months after the last day of paid service shall have the period of resignation disregarded as a break in service.
7. Termination, Dismissal, Suspension, or Layoff

Contract and regular employees may be dismissed or suspended by the Board upon the recommendation of the Superintendent/President for causes as provided by law.

The following are grounds for dismissal of employees:

- Immoral or unprofessional conduct
- Dishonesty
- Unsatisfactory performance
- Evident unfitness for service
- Physical or mental condition that makes him or her unfit to instruct or associate with students
- Persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors by the governing board of the community college district employing him or her
- Conviction of a felony or any crime involving moral turpitude
- Conduct specified in Section 1028 of the Government Code

Employees may be laid off as a result of a severe and sustained decline in enrollment or program elimination or modification. Reasons for dismissal or other disciplinary action shall be given to the employee in writing and shall relate solely to the welfare of the College and the students.

Employees will be notified in compliance with any timelines required by the Education Code:

- March 15: Deadline for the Superintendent/President or his/her designee to give the Governing Board and the employee written notice of the recommendation not to re employ and stating the reasons therefor.
- May 15: Deadline for the Governing Board to notify the employee in writing that the employee's services will not be required for the ensuing year.
8. **Incentive for Early Notification of Retirement or Resignation**

   The Board recognizes that it is in the best interest of the District for faculty members and administrators who are contemplating retirement or voluntary resignation to give early notice of their intentions. Such early notification allows the District optimum time to plan whether these employees will be replaced and for access to the widest pool of qualified applicants for any successor positions.

   Therefore, any faculty member or administrator who notifies the District of his/her intent to retire or voluntarily resign at the end of the current academic or fiscal year by November 1 will receive a $500 notification bonus. Payment will be made with the first payroll following the individual's retirement or resignation date. The Superintendent/President is ineligible for this payment.

9. **Reduction in Number of Permanent Employees**

   Whenever a particular kind of service is to be reduced or discontinued, the Governing Board may terminate the services of not more than a corresponding percentage of the employees of the District, regular as well as contract, at the close of the school year preceding the year the reduction or discontinuance of service is to be effective; provided that the services of no regular employee may be terminated while any contract employee or any other employee with less seniority is retained to render a service for which the regular employee possesses a Faculty Service Area (FSA) designation.