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NAPA VALLEY COMMUNITY COLLEGE DISTRICT
AND
NAPA VALLEY COLLEGE FACULTY ASSOCIATION/CCA/CTA/NEA

AGREEMENT

2024-2027

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ARTICLE 1 – RECOGNITION

The Board of Trustees of the Napa Valley Community College District, hereinafter referred to as "District," recognizes Napa Valley College Faculty Association/CCA/CTA/NEA, hereinafter referred to as "Association," as the exclusive representative for:

- Regular (tenured) and contract (tenure-track) faculty;
- Temporary, full-time, grant-funded faculty;
- Temporary, full-time, leave replacement faculty; and
- The following hourly instructors who are currently teaching and who have completed one semester of teaching at Napa Valley College:
    1) Part-time, hourly non-credit instructors of Career Development and College Preparation courses whose hours are submitted to Payroll by the Office of Human Resources, Training & Development;
    2) Part-time, hourly credit instructors whose hours are submitted to Payroll by the Office of Human Resources, Training & Development; and
    3) Part-time, hourly credit Health Occupations instructors who obtained unit member status for the 2010-2011 academic year and who submit Time Record Forms to Payroll.

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ARTICLE 2 - ASSOCIATION RIGHTS

2.1 The Association shall have access to faculty offices and other non-teaching areas on the campus where faculty congregate, subject to reasonable regulation by the District. The Association may use institutional facilities for meetings concerned with Association business covered by the Educational Employment Relations Act, subject to the reasonable rules of the District. Association activities will not interfere with the District's operation, classes, or employees' work activity.

2.2 The Association shall have access to faculty mailboxes.

2.3 The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent/President subject to the following conditions: a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by an authorized Association officer; b) a copy of such postings or distributions must be delivered to the Superintendent/President or designee at the same time as posting or distribution; and c) the Association will not post or distribute information which is defamatory of the District or its personnel.

2.4 One designated representative of the Association may be released from duty when representing a grievant for attending a grievance conference with management scheduled during duty time.

2.5 The District will provide bulletin board space for Association posting at each District site (e.g., main campus) where unit members regularly work. The District will not be required to provide bulletin boards on non-District property.

2.6 The District will release three regular/contract unit members from duty for the purpose of negotiating and representing the Association when the negotiating session is scheduled on duty time. The Association shall inform the District at the beginning of each semester which employees are to be released from non-student contact duties to attend off-campus meetings necessary for negotiations or grievance processing.

2.7 The total reassigned time for the Association President is 0.4 FTE load per academic year. The total reassigned time for the Grievance Officer is 0.4 FTE load per academic year (80% in aggregate). The Association will reimburse the District for half of this cost (forty percent 40% reassigned time). For the sole purposes of this article, and not to be applied to other elements of the faculty contract, payment at the current hourly rate paid to part-time faculty on Schedule 1 will be the basis for this reimbursement.

2.8 The District shall provide up to twenty-five (25) additional release days for regular/contract unit members for Association business. These shall be assigned as approved by the Association President or designee. The Association shall give the District five (5) working days prior written notification of the faculty member(s) and release day(s).

2.9 The District shall provide the Association with contact information for unit members as follows:

2.9.1 “Newly hired employee” or “new hire” means any unit member, whether full time, part time, hired by the District, and who is still employed as of the date of the new

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employee orientation. It also includes all employees who are employed by the District (including those returning from a medical or layoff rehire list) and whose current position has placed them in the bargaining unit represented by the Association. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the bargaining unit.

2.9.2 The information will be provided to the Association electronically via a mutually agreeable secure method on the last working day of the month in which they were approved by the Board of Trustees for the new assignment. This contact information shall include the following items, with each field in its own column:

2.9.2.1 First Name;
2.9.2.2 Middle initial;
2.9.2.3 Last name;
2.9.2.4 Suffix (e.g. Jr., III);
2.9.2.5 Job Title;
2.9.2.6 Department;
2.9.2.7 Work location (building number; faculty office);
2.9.2.8 Work telephone number;
2.9.2.9 Work Extension;
2.9.2.10 Home Street address (incl. apartment #);
2.9.2.11 Mailing address (if different);
2.9.2.12 City;
2.9.2.13 State;
2.9.2.14 ZIP Code (5 or 9 digits);
2.9.2.15 Home telephone number (10 digits) (if available);
2.9.2.16 Personal cellular telephone number (10 digits) (if available);
2.9.2.17 Personal email address of the employee (if available); and
2.9.2.18 Hire date.

This information shall be provided regardless of whether the newly hired unit member was previously employed by the District.

2.9.3 Periodic Update of Contact Information: The District shall provide the Association with a list of all bargaining unit member's names and same information in the same format as above on the last working day of October, February, and May. [AB 119 Requirements]

2.10 One designated representative of the Association may be released from duty when presenting at a new employee orientation scheduled during duty time.

"New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment- related matters.
At Napa Valley College, the District offers two new employee orientations for full-time faculty: 1) new faculty beginning in fall and 2) new faculty beginning in spring. Additionally, the District offers employee orientations for new part-time faculty. To comply with the requirements of AB 119, the Association will be given time on the agenda at each of these orientations to conduct a 15-minute orientation to the Association and fifteen (15)

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additional minutes to access new faculty.

The District shall provide the Association with mandatory access to its new employee orientations. The date, time, and place of the new employee orientation shall not be disclosed to anyone other than the employees, the Association, District administration and staff, or a vendor contracted to provide a service at the orientation. [SB-866/Govt. Code § 3556]

The Association shall receive not less than ten (10) workdays' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. In the event the District conducts one-on-one or group orientations with new employees, one (1) Association representative will have 15 minutes to conduct an orientation to the Association and fifteen (15) additional minutes to access new faculty. [AB 119 Requirements]

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ARTICLE 3 - DISTRICT RIGHTS

3.1 During the term of this Agreement the District and Association expressly waive and relinquish their right to meet and negotiate; and they agree that they will not be obligated to negotiate on any matters whether contained in the contract or not contained in the contract. The parties agree that no matters subject to meet and negotiation will be presented or negotiated except by mutual agreement.

3.2 DISTRICT RIGHTS

3.2.1 The following will not be interpreted to allow the District to violate the Education Code or otherwise violate any laws. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

3.2.2 Emergencies -- Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies, as defined in Section 8558(c) of the Government Code. However, such emergency assignments shall not extend beyond the period of such emergency. Nothing in this Article shall be construed to include a fiscal emergency.

3.3 SAVINGS PROVISIONS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

3.4 CONCERTED ACTIVITY

3.4.1 It is understood and agreed that during the term of this contract, neither parties' officers, employees, agents, or members will directly or indirectly engage in, sanction, or support a concerted activity which would suspend, interfere with, or interrupt the normal work and operations of the District, including, but not limited to, strikes and lockouts.

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3.4.2 Nothing contained herein shall prohibit layoffs in conformance with the provisions of the Education Code.

3.5 EFFECT OF AGREEMENT

3.5.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

3.5.2 Preambles are included for various Articles when appropriate. These Preambles are included as philosophical statements regarding the spirit in which management and faculty will approach areas of potential conflict. These Preambles are not meant to supersede any articles or provisions approved in the body of the contract.

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ARTICLE 4 – NONDISCRIMINATION

The Board of Trustees shall not directly or indirectly discriminate against any unit member or prospective unit member with respect to employment on the basis of ethnicity, race, religious creed, color, national origin, ancestry, physical or mental disability, pregnancy, medical condition, genetic information, marital status, sex or gender, gender identity, gender expression, sexual orientation, age, military & veteran status, political affiliation, or membership or activity in the Association or is perceived to have one or more of the foregoing characteristics,. The Board shall not directly or indirectly discriminate against any full-time or part-time unit member or prospective unit member with respect to hours, wages, terms or conditions of employment, or application of the provisions of the District/Faculty Association Agreement or Board policies.

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ARTICLE 5 - ACADEMIC CALENDAR

5.1 For the duration of this CBA, the academic calendar will contain 172 instructional days and 3 instructional excellence days for a 175-day work year. Start and end dates, non-instructional days, and spring break will be decided by the District and Faculty Association via the regular negotiations process.

5.2 For the purpose of determining faculty load, the Association and District agree that any days between the last day of the eight-week summer session and the first day of the fall semester, the last day of the fall semester and the first day of the spring semester, the last day of the spring semester and the first day of summer session, and any days designated as spring recess as outlined by the academic calendar shall be deemed intersession. Faculty hours completed during intersessions shall not be included in computing the service required as a prerequisite to attainment of, or eligibility for classification as a regular employee of the District (reference Education Code Sections 87474, 87601, & 87661).

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ARTICLE 6 - REGULAR/CONTRACT FACULTY HOURS OF EMPLOYMENT/INSTRUCTIONAL LOAD

6.1 WORK YEAR

The academic work year shall be one hundred and seventy five (175) workdays.

6.1.1 Regular/contract counselors will have twenty-three (23) extra workdays beyond the regular faculty work year. The scheduling of extra workdays will be determined by the counselor in consultation with the immediate supervisor. The final schedule of extra workdays will be approved by the immediate supervisor by May 15 of the preceding academic year.

6.1.2 The District and Association will meet and confer regarding extra workdays mandated by a program and/or accreditation or for positions held by a single faculty member on an as needed basis and document agreements in memoranda of understanding, which will be incorporated into the Appendix of this Agreement.

6.1.3 The administration will encourage assignments, including evening and off-campus assignments, on a voluntary basis. When no volunteers are available, the assignment shall be rotated among qualified staff. Mileage reimbursement shall be allowed as designated under Article 8.11 of the agreement.

6.2 HOURS OF EMPLOYMENT -- REGULAR/CONTRACT FACULTY

6.2.1 Definitions

6.2.1.1 Instructional Hour: the amount of time spent in class. This is also referred to as catalog hours.

6.2.1.2 Counseling Contact Hour: the amount of time spent in direct student contact.

6.2.1.3 Librarian Hours are composed of:

Student Contact Hours: the amount of time spent working directly with students.

Library Support Hours: the amount of time spent working on librarian duties such as collection development, systems maintenance, curriculum support, etc.

6.2.1.4 HEOC Skills and Simulation Lab Contact Hour: the amount of time spent in the Skills or Simulation Lab with students. These are also referred to as skills lab hours.

6.2.1.5 Committee Service: Assigned committee work is a required component of College Service.

6.2.1.6 College Service Hours: A combination of primarily self-directed professional duties, such as:

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- Department meetings
- Division meetings
- Advisory Board Meetings (for Career Education Programs)
- Curriculum development and revision
- Selection committees
- Professional development
- Employee evaluations
- Writing letters of recommendation
- Student club advising
- Other professional duties

6.2.2 Instructional Faculty

6.2.2.1 Full-Time (100%) Instructional Faculty Obligation is composed of the following:

6.2.2.1.1 A total of 270 instructional hours per semester (This is equivalent to a 15-hour weekly load over an 18-week semester.)

6.2.2.1.2 All necessary preparation, assessment, grading, and record-keeping associated with assigned instructional hours.

6.2.2.1.3 Five (5) Office Hours per week scheduled by the instructor at times that meet student needs.

6.2.2.1.4 Approximately 90 College Service Hours per semester consisting of Committee Service and College Service, as defined above. (This is equivalent to an average of 5 hours per week over an 18-week semester.)

6.2.3 Counseling Faculty

6.2.3.1 Full-Time (100%) Counseling Faculty Obligation is composed of the following:

6.2.3.1.1 A total of 432 Counseling hours per semester (this is equivalent to a 24 hour weekly load over an 18-week semester). The Counseling Faculty workload will include 27 hours of student contact per week over a 16-week semester.

6.2.3.1.2 All necessary preparation, assessment, record-keeping and research associated with counseling hours.

6.2.3.1.3 Approximately 90 Service Hours per semester consisting of Committee Service and College Service, as defined above. (This is equivalent to an average of 5 hours per week over an 18-week semester.)

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6.2.3.2 Counseling faculty may apply for extra-pay compensation for hours over 432 per semester, 27 hours per week, with prior approval of the Vice President, Student Affairs.

6.2.3.3 Where it may benefit NVC students and the Counseling Department, a Counselor may request approval from their Dean to continue to work a 24-hour student contact week over an 18-week time frame.

6.2.4 Librarian Faculty

6.2.4.1 Full-Time (100%) Librarian Faculty Obligation is composed of the following:

6.2.4.1.1 A total of 540 Librarian hours per semester (this is equivalent to a 30 hour weekly load over an 18-week semester). The Librarian Faculty workload will include a minimum of 224 hours of student contact per semester.

6.2.4.1.2 All necessary preparation, assessment, record-keeping and research associated with librarian hours.

6.2.4.1.3 Approximately 90 Service Hours per semester consisting of Committee Service and College Service, as defined above. (This is equivalent to an average of 5 hours per week over an 18-week semester.)

6.2.5 HEOC Skills and Simulation Lab Faculty

6.2.5.1 Full-Time (100%) HEOC Skills and Simulation Lab Faculty Obligation is composed of the following:

6.2.5.1.1 A total of 540 Skills Lab hours per semester (this is equivalent to a 30 hour weekly load over an 18-week semester).

6.2.5.1.2 All necessary preparation, assessment, record-keeping and research associated with Skills Lab hours and state required training to retain license.

6.2.5.1.3 Approximately 90 Service Hours per semester consisting of Faculty Service and College Service, as defined above. (This is equivalent to an average of 5 hours per week over an 18-week semester.)

6.2.6 Hours of employment in Articles 6.2.-6.2.5 will be prorated based on percent of teaching and reassigned time assigned per semester for unit members who on an approved partial leave of absence for a full semester, including reductions under Education Code sections 87483 & 22713.

6.2.7 When reassigned time is calculated for scheduling purposes, it will be based on the faculty member's regular load as defined in Article 6.2. Reassigned time is considered part of the faculty member's load, not as overload. The actual hourly

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requirement for the reassignment is based on the faculty member's total hours of employment pursuant to Article 6.2.

6.2.8 The acceptable load range is between 93.4% and 106.6%. Any load less than 93.4% is underload. Anything above 106.6% is overload

6.2.9 Overload Assignments: If the overload is an extra class not related to the load balancing, then the actual hours or partial hour of the overload will be paid based on the faculty member's placement on the part-time faculty salary schedule.

6.3 Instructional Assignments for Math Success Center Faculty and Writing Success Center Faculty

6.3.1 Contract/Regular faculty members assigned to the position of Math Success Center Faculty will receive 6.67% or 13.33% teaching load to serve as an instructor of record for CDCP noncredit Math courses and to perform the duties outlined in the Math Success Center Faculty job description. The 6.67% load per semester will be provided to faculty who provide one hour per week of service and support the students in the Math Success Center plus other duties outlined in the job description in the respective semester, and 13.33% load per semester will be provided to those who provide two hours of service as noted above plus other duties outlined in the job description in the respective semester.

6.3.2 Contract/Regular faculty members assigned to the position of Writing Success Center Faculty will receive 6.67% or 13.33% teaching load to serve as an instructor of record for CDCP noncredit English courses and to perform the duties outlined in the Writing Success Center Faculty job description. The 6.67% load per semester will be provided to faculty who provide one hour per week of service and support the students in the Writing Success Center plus other duties outlined in the job description in the respective semester, and 13.33% load per semester will be provided to those who provide two hours of service as noted above plus other duties outlined in the job description in the respective semester.

6.3.3 Math Success Center & Writing Success Center service hours will be scheduled in consultation with and approval by the supervising dean and may be used to meet teaching load, as overload, or for load balancing between fall and spring semester assignments.

6.4 CLASS ASSIGNMENTS -- REGULAR/CONTRACT FACULTY

Regular/Contract faculty may be assigned into the day and evening programs as part of a faculty member's workload. Such assignments shall be based on the following guidelines:

6.4.1 Faculty shall first be assigned to day classes; however, in order to complete a full load, it may be necessary for a faculty member to be assigned to a combination of day and evening classes.

6.4.2 Classes starting at or after 4:30 p.m. will be viewed as evening classes.

6.4.3 The administration shall encourage evening assignments on a voluntary basis. When no volunteers are available, the assignment shall be rotated among all

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qualified staff. Rotation shall be on an equitable basis (for example, by lot or by seniority with the least senior assigned first).

6.4.4 In disciplines where only one faculty member is qualified to teach, it may be necessary for that faculty member to teach a combination of day and evening classes on a regular basis.

6.4.5 Regular/Contract faculty shall be given preference over hourly instructors in assignment to classes the former are qualified to teach. (Qualification is based upon having taught the class during the past two years and holding the regular community college instructor's credential in the discipline or meeting the minimum qualifications or the equivalent for the discipline.)

6.4.6 Regular/Contract faculty will be notified of fall semester instructional assignments no later than June 15 via the online published class schedule.

6.4.7 It is the responsibility of all faculty members to fulfill semester assignments. If, however, a faculty member is unable to complete all or part of the faculty member's semester assignment because of severe personal necessity, such as illness, overload assignments may be substituted for regular load with prior written approval of the Assistant Superintendent/Vice President, Academic Affairs.

6.5 GUIDELINES FOR ASSIGNING INSTRUCTIONAL LOAD

This section establishes a set of norms for the assignment of instructor load. As a small institution, the college is bound to encounter situations which require special attention. The District and Association agree to the following items which are not subject to grievance:

6.5.1 Standard work days are Monday through Friday. Weekend assignments may be scheduled with the prior consent of the faculty member.

6.5.2 A faculty member shall not be scheduled more than five (5) days per week without their prior consent.

6.5.3 The Association and District agree that faculty will be available to be scheduled for their hours of employment (teaching, committee work, other professional responsibilities) on every workday of the faculty work year (175 instructional workdays), Monday through Friday.

6.5.4 A full-time instructor assigned to teach in both day and evening may complete a full-time instructional assignment in four days per week. In this case, the instructor will still hold five office hours per week and perform all other duties normally considered to be part of a faculty member's assignment.

6.5.5 Whenever possible, the nine-hour rule (assignments shall be scheduled within a nine-hour workday) will be adhered to. When the nine-hour rule is not possible, the dean or supervising administrator will state, in writing, the necessity of the assignment.

Whenever possible, faculty will have a twelve-hour period between the end of one

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workday's assignment and the beginning of the next. When the twelve-hour break is not possible, the dean will state, in writing, the necessity of the assignment.

6.5.6 While the general practice of teaching three consecutive lecture class sections is not encouraged, faculty may be permitted to do so when demands of the instructional program and student needs are met.

6.5.7 Because the College's prime intent is to offer and provide a credit program which is responsive to student needs, in certain cases the Assistant Superintendent/Vice President of Academic Affairs may approve class sections having less than the desired minimum. Exceptions may be made in the following cases:

The course is:

a. A program requirement
b. An advanced class in a series
c. Needed for recertification, re-licensure, or accreditation
d. Being offered for the first time
e. The only one offered in a particular subject area
f. A single section course which must be offered several times to build enrollment

Each exception must also be reviewed for expected attrition to ensure that students will continue for the duration of the class. However, exceptions will be made only in consultation with the deans and with the approval of the Assistant Superintendent/Vice President, Academic Affairs.

6.6 ASSIGNMENT FOLLOWING CLASS CANCELLATION

Regular/Contract faculty who have a class or classes canceled may be reassigned to another class or classes, subject to the following procedures:

6.6.1 Following cancellation of a class, a faculty member may elect to have faculty member's annual load balanced by picking up an additional (equivalent) class the following semester. However, the faculty member may "owe" the District no more than one (1) class.

6.6.2 If possible, the faculty member will be assigned another section of a course faculty member is currently teaching.

6.6.3 Unless waived, a regular/contract faculty member shall be assigned to a course faculty member has taught in the past two years. The instructor may waive this requirement.

6.6.4 Regular/Contract faculty who experience class cancellations shall be reassigned to new classes within two weeks of the beginning of the semester.

6.6.5 Regular/Contract faculty may be reassigned to semester-length or less-than-semester-length classes.

6.6.6 Regular/Contract faculty may not replace a part-time hourly instructor once a class has met, except to meet minimum load obligation for a regular/contract faculty

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member.

6.6.7 Except for extra-pay classes, all evening assignments shall be counted as "turns" in evening rotation.

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ARTICLE 7 - REGULAR/CONTRACT FACULTY REASSIGNMENT POLICY

7.1. Reassignment is defined as a substantive change in the nature of a regular/contract unit member's duties and/or a significant change in the unit member's work location.

7.1.1 A reassignment shall not be made in an arbitrary, capricious, or discriminatory manner, nor for the purpose of punishing or imposing discipline upon a unit member.

7.1.2 Whenever possible, voluntary and involuntary reassignments shall be made on the basis of seniority.

7.2 VOLUNTARY REASSIGNMENT

7.2.1 The District Office of Human Resources, Training & Development will maintain a registry of unit members who wish to be directly notified of faculty position vacancies as they occur.

7.2.2 Unit members who file their names with the registry will receive copies of vacancy announcements.

7.3 INVOLUNTARY TRANSFERS

7.3.1 Involuntary transfers shall be made when required by the District.

7.3.2 Prior to making a decision to involuntarily reassign any unit members, the District shall notify the Association and all affected unit members and offer to meet and discuss the proposed reassignment action.

7.3.3 Wherever possible, affected employees shall be given one semester's notice in advance before any reassignment occurs.

7.3.4 If requested, written reasons will be provided for any reassignment.

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ARTICLE 8 - REGULAR/CONTRACT FACULTY SALARIES

8.1 REGULAR/CONTRACT FACULTY SALARY SCHEDULE

8.1.1. 2024-2025: The Regular/Contract Faculty Salary Schedules shall be increased by 3% effective July 1, 2024.

8.1.2 2025-2026: The Regular/Contract Faculty Salary Schedules shall be increased by 3% effective July 1, 2025.

1) In addition, the Regular/Contract Faculty Salary Schedule will be increased in increments of 0.5% in the event that realized property tax revenues exceed the amount projected in the adopted 2025-2026 Final Budget by the Board of Trustees. Increase in property tax revenues shall be in an amount that is sufficient to increase the salary schedule for all regular and probationary District employees (e.g. classified, faculty, confidential, administrators) including the related employment expenses, and a one-time amount of $200,000 to address unfunded District operating expenses, while maintaining a minimum budgeted reserve of not less than 16.67% of total expenditures.

   The basis for measuring additional Property Tax Revenue shall be the confirmation of the County Tax Assessor for confirmed property taxes received for 2025-2026. Additional increase to the salary schedule under these conditions shall be applied no later than the September 2026 Payroll, retroactive to July 1, 2025.

2) In addition, all Contract/Regular Faculty members on contract for 2025-2026 shall receive an off-schedule one-time payment of $4,439.40, to be paid on the payroll in the months following ratification and approval of this Agreement by the Board of Trustees.

8.1.3 2026-2027: The Regular/Contract Faculty Salary Schedules shall be increased by 3% effective July 1, 2026.

In addition, the Regular/Contract Faculty Salary Schedule will be increased in increments of 0.5% in the event that realized property tax revenues exceed the amount projected in the adopted 2026-2027 Final Budget by the Board of Trustees. Increase in property tax revenues shall be in an amount that is sufficient to increase the salary schedule for all regular and probationary District employees (e.g. classified, faculty confidential, administrators) including the related employment expenses, and a one-time amount of $200,000 to address unfunded District operating expenses, while maintaining a minimum budgeted reserve of not less than 16.67% of total expenditures.

The basis for measuring additional Property Tax Revenue shall be the confirmation of the County Tax Assessor for confirmed property taxes received for 2026-2027. Additional increase to the salary schedule under these conditions shall be applied no later than the September 2027 Payroll, retroactive to July 1, 2026.

The District and Association reaffirm that the objective shall be to endeavor to bring the full-time and part-time salaries into the 66th percentile of the State of California based on

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that percentile's maximum salary of the master's non-doctorate column.

8.2 SALARY SCHEDULE STEP STATUS REPORT

By February 1 of each academic year, the District shall provide each unit member with an annual statement of Regular/Contract Faculty Salary Schedule step.

8.3 SALARY SCHEDULE ADVANCEMENT

Initial salary placement on the Regular/Contract Faculty Salary Schedule will be made in accordance with Initial Salary Guides, Administrative Regulations to NVC Board Policy 4510. A regular/contract unit member in paid status will advance one step on the said schedule on the faculty member's anniversary date.

8.4 LONGEVITY INCREMENTS

8.4.1 Those unit members eligible for Longevity Increment 1 shall include:

1) faculty with either ten (10) years of service with the District as a regular faculty member at the top step of the Regular/Contract Faculty Salary Schedule or with twenty (20) years of service with the District as a regular employee; or
2) former administrators whose administrative salary was equal to or greater than the top step of the Regular/Contract Faculty Salary Schedule for at least ten (10) years as a regular employee; or
3) a combination of items 1 and 2 above.

8.4.2 Those unit members eligible for Longevity Increment 2 shall include:

1) faculty with fourteen (14) years of service with the District as a regular faculty member at the top of the Regular/Contract Faculty Salary Schedule or with twenty-four (24) years of service with the District as a regular employee; or
2) former administrators whose administrative salary was equal to or greater than the top step of the Regular/Contract Faculty Salary Schedule for at least fourteen (14) years or with twenty-four (24) years of service with the District a regular employee; or
3) a combination of items 1 and 2 above.

8.5 INDEPENDENT STUDY COMPENSATION

The rate of pay for teaching independent study will be Twelve Dollars ($12.00) per unit, per student, per semester.

8.6 HEAD COACH COMPENSATION

Head coaches of sponsored Napa Valley College intercollegiate sports are to be paid a stipend equivalent to twenty-one and three tenths percent (21.3%) of sixty-three percent (63%) of step 8 of the Regular/Contract Faculty Salary Schedule. Part-time, hourly coaches, including regular/contract faculty coaching as an overload, receive the coaching stipend during the semester that corresponds with the season of the sport. Regular/Contract faculty coaching as part of the regular assignment receive their coaching stipend over the entire academic year.

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8.7 EXTRA WORKDAY PAY ASSIGNMENTS

Compensation for extra workdays addressed in Articles 6.1.1 and 6.1.2 is calculated by dividing the number of workdays in the regular academic year as outlined in Article 5, Academic Calendar, into the faculty member's current step of the Regular/Contract Faculty Salary Schedule to create a per diem or daily rate. The per diem or daily rate is then multiplied by the number of additional workdays, which equates to the extra pay compensation.

8.8 PROGRAM/DEPARTMENT COORDINATORS AND HEALTHCARE PROGRAM DIRECTORS

8.8.1 The District shall determine the need for program/department coordinator (coordinator) and healthcare program director (program director) assignments upon the recommendation of the dean or designee. There will be an annual analysis of the list of program/department coordinators and healthcare program directors by the Office of Academic Affairs and the Association board. Necessary adjustments to the approved list can be implemented by agreement of the two sides. Formal adoption of the changes can then occur through the regular negotiations process and will be documented in an MOU. See Appendix C for a list of 2024-2025 program/department coordinator and healthcare program director positions.

8.8.2 General/Term

Program/Department coordinators and healthcare program directors are hired for a multi- year term as described below by the dean or designee for the purpose of executing the duties as described in the Program/Department Coordinator and Healthcare Program Director job descriptions. Hires will be made using the process outlined in Article 8.9.7. The District reserves the right to hire a coordinator or program director in an emergency situation utilizing an MOU with the Association in the case of resignation or removal of a coordinator or program director without following the process outlined in Article 8.9.7 for the remainder of the current academic year.

The standard program/department coordinator and healthcare program director term shall be July 1, 2025 through June 30, 2028. Any coordinator or program director who begins after July 1, 2025 and before June 30, 2028 will serve the remainder of that term regardless of start date under the terms of this Article.

It is the intent that program/department coordinator and healthcare program director terms align with subsequent three year cycles.

In order to meet the needs of the programs/departments, up to forty (40) additional service hours beyond the specified contracted service workdays identified in Article 6.1 may be required of coordinators or program directors if deemed necessary by the dean or designee in consultation with the coordinator or program director. These additional service hours will be performed on nonservice days as determined by mutual agreement between the coordinator or program director and the dean or designee. If mutual agreement is not reached, the dean or designee

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may assign up to forty (40) additional hours. Faculty members will receive additional compensation for hours as outlined in Articles 8.9.4 and 8.9.6. Health Occupations faculty who receive thirty (30) extra workdays for coordinator assignments may be excluded from this provision.

A program/department coordinator or healthcare program director may resign from a coordinator or program director assignment by giving a written notice to the dean or designee. The District may end a coordinator or program director appointment by giving a written notice to the faculty member.

Program/Department coordinator and healthcare program director positions are additional assignments which are subject to board approval.

Programs which are mandated by an external accreditation or other regulatory agency/standards shall have program/department coordinators or healthcare program directors hired in accordance with the agency standards and following the process outlined in Article 8.8.7.

8.8.3 Program/Department Coordinator Duties and Healthcare Program Director

Duties shall be those that are delineated in Program/Department Coordinator and Healthcare Program Director Job Descriptions developed by the Assistant Superintendent/Vice President, Academic Affairs (ASVPAA) in consultation with the Napa Valley College Academic Senate and then agreed to in the regular negotiations process. See Appendices N and O for Program/Department Coordinator and Healthcare Program Director Job Description MOUs.

8.8.4 Program/Department Coordinator Compensation

Program/Department coordinators will be paid an annual stipend that will be determined via the negotiations process. The stipend will be prorated if the program/department coordinator does not serve in the position for the full academic year.

Program/Department coordinators may request reassigned time in lieu of annual stipend as outlined in Article 8.8.5.

Each spring the District and Association will determine the program/department coordinator annual stipends for the following academic year and document that agreement in a Memorandum of Understanding.

The District and Association agree program/department coordinator stipend percentages are determined by considering factors that include program/department full-time and part- time faculty headcounts, FTES, total sections, and job duties and that stipend amounts are calculated using a 63% of Step eight (8) of the corresponding year's Regular/Contract Faculty Salary Schedule as the base amount. Annual stipends will be incorporated into the corresponding year's Regular/Contract Faculty Salary Schedule.

At the conclusion of each three-year term, or the resignation of the incumbent, the stipend allocation will be recalculated using the three-year average of full-time and

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part-time faculty headcounts, FTES, and total sections and the existing calculation formula.

As described in Article 8.8.2, up to forty (40) additional service hours may be required of program/department coordinators. Faculty members will receive additional compensation for these additional hours at the ancillary services hourly rate up to a total of forty (40) hours. If extra hours, beyond the above additional forty (40) hours, are required as mutually agreed upon between the coordinator and dean or designee, the faculty member will be compensated at the per diem hourly rate for up to forty (40) extra hours.

If an emeritus faculty or part-time faculty member is selected for the program/department coordinator assignment as described in Article 8.9.7, the faculty member will be paid at the ancillary services hourly rate for the position with the annual maximum compensation not to exceed the amount of the annual program/department coordinator stipend plus compensation for additional hours as outlined above.

8.8.5 Program/Department Coordinator Reassigned Time Option

At the time of acceptance of the assignment, the faculty member can choose to reduce the faculty member's teaching or counseling load by the percent of reassigned time assigned to the program/department coordinator assignment in lieu of the stipend. A program coordinator will receive either the stipend or reassigned time each academic year. The Coordinator will not have an option of receiving a combination of reassigned time and stipend within one academic year. If the faculty member chooses reassigned time, reassigned time is provided and no percentage of the stipend will be paid.

If program/department coordinator elects to convert the stipend to reassigned time, a written request must be received by Office of Academic Affairs no later than one (1) week after the program/department coordinator assignment is determined and by April 1 for subsequent academic years for the term of the assignment. Under special circumstances, extensions to the deadline date may be granted by the appropriate assistant superintendent/vice president.

Any program coordinator assignment for less than twenty percent (20%) must be taken as a stipend unless reassigned time is needed to meet faculty load requirements as determined by the area dean in consultation with the Assistant Superintendent/ Vice President, Academic Affairs. Any faculty member who has more than one assignment may combine the percentages to meet the 20% threshold needed to take reassigned time instead of a stipend.

8.8.6 Healthcare Program Director Compensation

Healthcare program directors receive a reassigned time assignment, and the percent of reassigned time will be determined via the negotiations process. The reassigned time will be prorated if the program director does not serve in the position for the full academic year.

Each spring the District and Association will determine healthcare program director

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annual reassigned time for the following academic year and document that agreement in a Memorandum of Understanding.

The District and Association agree program director reassigned time percentages are determined by considering factors that include program full-time and part-time faculty headcounts, FTES, total sections, and job duties.

At the conclusion of each three-year term, or the resignation of the incumbent, the reassigned time percentage will be recalculated using the three-year average of full-time and part-time faculty headcounts, FTES, and total sections and the existing calculation formula.

As described in Article 8.9.2, up to forty (40) additional service hours may be required of program directors. Faculty members will receive additional compensation for these additional hours at the ancillary services hourly rate up to a total of forty (40) hours. If extra hours beyond the above additional forty (40) service hours are required as mutually agreed upon between the director and dean or designee, the faculty member will be compensated at the per diem hourly rate for up to forty (40) extra hours.

8.8.7 Program/Department Coordinator and Healthcare Program Director Recruitment and Selection

The District shall advertise new, vacant, or reconfigured positions in accordance with established Office of Academic Affairs recruitment practices for reassigned time and extra pay assignments. The recruitment process shall be mutually agreed to by the District and the Academic Senate. The recruitment will be open to regular/contract faculty within the program/department.

Selection of coordinators and program directors shall be managed by the ASVPAA. If one faculty member applies for a vacant coordinator or program director position, the ASVPAA shall review the application materials, consult with the dean responsible for the department or program, and make a final selection decision. If two or more faculty members apply for a vacant position, the ASVPAA shall form a selection committee composed of the ASVPAA or designee and two faculty members preferably from the educational area appointed by the Academic Senate. The selection committee shall review the applications and make a final recommendation.

The ASVPAA shall notify the Academic Senate president via email of the need for selection committee appointees. If the ASVPAA receives no response within five business days, this will indicate a decline to appoint. At any time, the Academic Senate President may decline to appoint faculty to a selection committee and the selection process will continue without the Academic Senate appointees.

In the event that the program/department coordinator position cannot be filled from the ranks of currently employed regular/contract faculty members from within the program/department, the dean or designee may select a regular/contract faculty member or former academic faculty member, including emeritus faculty previously employed in the department/program, who meets the minimum qualifications for the program/department coordinator assignment. If the program/department

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coordinator position cannot be filled from the above, the dean or designee may select a temporary, part-time hourly or full-time leave replacement faculty member from within the program/department, who meets the minimum qualifications for the program/department coordinator assignment.

8.8.8 Evaluation of Program/Department Coordinators and Healthcare Program Directors

The program/department coordinators and healthcare program directors shall be evaluated in the first year of appointment and then biennially thereafter. The evaluation shall address the duties and responsibilities as set forth in the job description and shall include a written self-evaluation; a peer evaluation; a written evaluation by the appropriate dean or designee, which may include commendations, recommendations, and the confidential input of appropriate staff members and peers.

Peer evaluation shall be obtained by a written survey distributed to all regular, contract, and part-time faculty and classified employees in the coordinated departments or program(s). The dean or designee will give two (2) weeks notification of the deadline for such responses to the faculty and classified staff in the coordinated area(s). The standard District evaluation forms shall be used. The dean or designee will conduct the survey, tabulate and summarize its results, and share the results with the coordinator or program director.

8.9 PROFESSIONAL ANCILLARY ACTIVITY EXTRA PAY ASSIGNMENTS

In addition to a regular/contract faculty member's regular hours of employment/instructional load, additional professional ancillary activities may be assigned by the District administration to unit members as extra pay assignments. These assignments must be approved via the Request for Employee Contract process and reviewed and validated by the Office of Human Resources, Training & Development. Unit members may perform these extra pay assignments after receiving an approved Request for Employee Contract detailing the terms of the extra pay assignment from the Office of Human Resources, Training & Development.

When professional ancillary activities are approved and assigned as noted above, unit members will be paid hourly based on the unit member's current step on the Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule, Schedule 2 under the terms of the approved Request for Employee Contract. Head coach assignments are excluded from this provision as compensation is addressed in Article 8.7.

Professional ancillary extra pay assignments may include, but are not limited the following:

<u>ANCILLARY TYPE</u>

A. Administrative Assignment, which can include, but is not limited to Grant Writing, Implementation and Management; and Program/Project Management
B. Advising Student Organization
C. Not-for-Credit Contract Education
D. Academic Senate assignment outside of regular Academic Senate duties, which can include, but is not limited to Curricular, Instructional Design Institute,

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and Board Policies/Procedures assignments

E. Governance
F. Head Coaching
G. Staff Development
H. Student Success Center Facilitator
I. Training/Workshop/Orientation Attendee
J. Training/Workshop/Orientation Trainer/Presenter

8.10. WORK-RELATED MILEAGE ALLOWANCE

The District shall inform all qualified unit members of District policies and procedures in regard to mileage reimbursement. Mileage reimbursement shall be paid at the maximum IRS-allowed rate, under the following circumstances:

8.10.1 When a unit member is assigned to only one work site in the District on a given workday, no mileage will be paid. Such travel is personal commuting expense.

8.10.2 When a unit member is assigned to more than one work site in the District on a given workday, the unit member may claim mileage reimbursement based on the total miles traveled for work purposes, minus the round trip miles from the unit member's home to the faculty member's usual work site as defined by the District.

8.10.3 When a unit member is assigned to a work site outside the District on a given workday, the unit member may claim mileage reimbursement based on the total miles traveled for work purposes, minus the round trip miles from the unit member's home to the faculty member's usual work site as defined by the District.

8.11 DEFERRED PAYROLL

A bargaining unit member who takes personal unpaid leave for one semester or more shall be placed on deferred payroll when the member returns to work. If a unit member returns from leave during the fiscal year, the remaining salary due to the unit member shall be prorated to cover July. The definition of deferred payroll is salary paid in twelve equal installments with the first payment payable the last working day of August and the twelfth payment payable the last working day of July. New members of the bargaining unit shall be placed on deferred payroll.

8.12 STRS EMPLOYER "PICK-UP"

The District agrees to implement the provisions of Section 414 (h) (2) of the Internal Revenue Code by making contributions to the State Teachers Retirement System on behalf of its employees who are members of the State Teachers Retirement System.

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ARTICLE 9 - REGULAR/CONTRACT FACULTY HEALTH AND WELFARE BENEFITS

9.1 REGULAR/CONTRACT FACULTY BASIC MEDICAL, DENTAL, AND VISION BENEFITS

9.1.1 The District and Association agree to automatically increase the regular/contract faculty single-party medical benefit allotment to the following calendar year's CalPERS Napa region Kaiser single-party rate each December 1 for subsequent calendar years.

The two-party and family benefit allotments will also be automatically increased to the CalPERS Napa region Kaiser single-party rate if the respective existing allotments fall below the CalPERS Kaiser Napa region single-party rate each December 1 for subsequent calendar years.

If there is a decrease in the CalPERS Napa region Kaiser single-party rate, the benefit allotments shall automatically remain the same as the prior year.

While increasing or maintaining the benefit allotment as defined above is intended to be automatic without further discussion by the negotiations team, benefit allotments can also be negotiated in a larger compensation discussion.

Each year an MOU documenting the District's single, two-party, and family health and welfare benefit contributions for regular/contract faculty and part-time, hourly unit members will be developed and signed by the District and Association. These MOUs will be incorporated into future agreements as appropriate.

9.1.2 Medical Premium-Share Option

9.1.2.1 A District employee who qualifies as a dependent with another District employee under District sponsored health plans may elect to enroll together under one subscriber for the purpose of applying District benefit allotment toward one medical plan premium.

9.1.2.2 Both employees will be subject to share one half (1/2) the cost of any premium amounts in excess of the applied District allotment.

9.1.2.3 If the employment status of an employee engaged in this arrangement changes to the extent that one employee would no longer be eligible for District allotment, the District will apply the medical premium rate as posted annually to all other eligible employees to the remaining employee and the premium share agreement will be void.

9.1.2.4 Both employees must request this arrangement in writing. Incoming new hires with a spouse currently enrolled in a family plan will be able to participate in cost share at the time that benefit eligibility occurs. Incoming new hires with a spouse not currently enrolled in a family plan will be able to participate in a cost share plan at open enrollment. Current employees with a spouse enrolled in a family plan who have also waived their own rights to coverage may participate in cost share at any time. Current employees with a spouse enrolled in a single or two party plan who also

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have their own plan, may elect to participate in cost sharing during open enrollment or other qualifying event.

9.1.2.5 Employee may elect or opt-out of a premium share agreement during open enrollment or other qualifying event.

9.1.3 The District will cover the single, two-party, or family premium for regular/contract unit members' Vision Service Basic Plan (see Appendix D) and Delta Dental Basic Plan (see Appendix E).

9.1.4 Regular/Contract unit members will have the option of purchasing additional dental and vision benefits through "buy-up plans." The vision buy-up plans are outlined in Appendix D. The dental buy-up plans are outlined in Appendix E.

9.2 GROUP DISABILITY INSURANCE

The District shall provide group disability insurance for regular/contract faculty, as provided for in Standard Insurance Company, Group Disability Insurance, Policy Number 503102-X1.

9.3 TERM LIFE INSURANCE COVERAGE

The District shall provide $50,000 term group life insurance for regular/contract faculty with the understanding that this term group life insurance reduces to $25,000 once the regular/contract faculty is over the age of seventy (70) due to provider limitations.

9.4 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The District shall provide an employee assistance program for regular/contract faculty and part-time, hourly unit members.

9.5 RETIREE MEDICAL BENEFITS

9.5.1 Government Code 22895 provides that employer contributions for postretirement health coverage may be subject to credit years of service that the employee worked with the contracting agency and pursuant to an MOU regarding postretirement health coverage mutually agreed upon through collective bargaining.

All regular/contract faculty covered by the District/Faculty Agreement and hired on or after November 1, 2005, must have a minimum fifteen credit years of service as a regular employee of Napa Valley College to be eligible for the CalPERS retiree medical benefit program. Each eligible member must also meet all other CalPERS or CalSTRS retirement requirements to be eligible for the retiree medical benefit.

9.5.2 In any year, if two (2) percent of the non-categorical General Fund income for the District is insufficient to offset the total retirement medical expenditure for that year, the District and retired employees will share equally in funding the deficit. This agreement shall apply to currently employed unit members who retire subsequent to July 1, 1991.

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9.5.3 Medical benefits for qualified employees hired on or after July 1, 1998, who subsequently retire from the District, will be limited to the amount contributed by the District toward single- party medical coverage for current employees in the same bargaining unit.

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ARTICLE 10 - PAYROLL DEDUCTIONS

The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) workdays or more after such submission.

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ARTICLE 11 - REGULAR/CONTRACT FACULTY LEAVE PROVISIONS

GUIDING PRINCIPLES FOR LEAVE

The purpose of this Article is to outline the leave provisions available to support the diverse needs of the employee group, recognizing that the employee is one of the institution's greatest assets. The District acknowledges the value of the employee's time both at work and away from work and recognizes that leave for self and family helps achieve the highest level of employee performance. The leave provisions set forth in this Article shall be applied in a reasonable, consistent, and fair manner, acknowledging the importance of "work-life" balance for all employees. While on paid leave, employees will not lose seniority. Further, these leave provisions must comply with Education Code, public employee and/or Teachers' retirement laws, and/or other state or federal regulations.

11.1 The benefits which are expressly provided by this Article are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implied, into this Agreement, nor are such other benefits subject to the grievance procedure, Article 24. Additionally, for purposes of Article 11 any reference to employee or unit member refers to regular/contract faculty.

11.2 IMMEDIATE FAMILY DEFINITION

For purposes of Article 11, Leave Provisions, an immediate family member shall be limited to mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member or of the spouse or registered domestic partner of the unit member; the spouse or registered domestic partner of the unit member; or any relative living in the immediate household of the unit member unless otherwise specifically defined in this Article.

Additionally, unit members may designate one person per twelve (12) month period who is not listed above as an immediate family member upon the need to take a leave.

11.3 REQUEST FOR LEAVE FORM, MEDICAL VERIFICATION, AND LEAVE USAGE

The following Article applies to all types of leaves of absence unless otherwise noted in Article 11.

11.3.1 A Request for Leave form and medical verification, if applicable, should be submitted to supervisor or designee within five (5) workdays of returning from a short-term leave of absence except where otherwise note in this Article.

11.3.2 The unit member will submit a Request for Leave form in advance to notify the supervisor of prescheduled appointments.

11.3.3 In case of a long-term leave of absence, excluding sabbatical leave, a Request for Leave form and medical verification will be submitted in advance to the Office of Human Resources, Training & Development.

11.3.4 A full-time unit member who is absent for a full workday, shall have a full day (six hours) deducted from the member's accumulated leave and a unit member who works for only a portion of the member's scheduled workday shall have one-half

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(1/2) day (three hours) deducted from unit member's accumulated leave. Regular/contract faculty on an approved reduction in workload or whose regular load is not full-time will have usage of personal illness and injury prorated.

11.4 PERSONAL ILLNESS AND INJURY LEAVE

11.4.1 Full-time regular/contract unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Full-time unit members who work an eleven (11) or twelve (12) month year as part of their regular schedule shall be entitled to eleven (11) or twelve (12) days of leave respectively. For purposes of accrual and use of personal illness and injury leave, one (1) day is equal to six (6) hours. Regular/contract faculty on an approved reduction in workload or whose regular load is not full-time will have accrual for personal illness or injury prorated.

11.4.2 Leave accumulated under Article 11.4.1 may be used for diagnosis, care, or treatment of an existing health condition of, or preventative care for, a unit member, which includes medical, dental and vision appointments.

11.4.3 A full-time unit member who is absent for a full workday, shall have a full day (six hours) deducted from the member's accumulated leave and a unit member who works for only a portion of the member's scheduled workday shall have one-half (1/2) day (three hours) deducted from unit member's accumulated leave. Regular/contract faculty on an approved reduction in workload or whose regular load is not full-time will have usage of personal illness and injury prorated.

A Request for Leave form should be submitted within five (5) workdays of returning from leave except where otherwise noted in this article.

11.4.4 In the case of a long-term, partial leave of absence, the unit member may request for leave usage to be based on a percent of weekly absence. The Chief Human Resources Officer or designee will approve these exceptions on an as needed basis in consultation with Association President, if needed. For the purposes of leave only, thirty (30) hours of leave equals one week of full-time leave of absence. This provision will be reviewed for continuation for the subsequent collective bargaining agreement.

11.4.5 Any absence due to illness or injury which exceeds five (5) workdays duration shall be supported by a written statement of a licensed health care practitioner indicating the reason and length of disability. Absences of a shorter duration shall also be supported by a medical verification acceptable to the District if so requested.

11.4.6 A unit member must contact member's immediate supervisor as soon as the need to be absent is known, but in no event less than one-half (1/2) hour prior to the start of the first work assignment, except in case of emergency. Failure to provide adequate notice without reasonable cause shall be grounds for denial of leave with pay.

11.4.7 If the unit member fails to notify the Office of Academic Affairs or the Student Affairs Office by 3:00 p.m. of the preceding workday of member's intent to return to work after an absence, and if such failure results in a substitute being secured, then the

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unit member shall not be allowed to return to work for the workday in question.

11.4.8 The unit member will submit a Request for Leave form in advance to notify the supervisor of prescheduled appointments.

11.4.9 In case of planned long-term medical absence, Request for Leave form and medical verification will be submitted in advance to the Office of Human Resources, Training & Development.

11.4.10 If a unit member does not utilize the full amount of leave as authorized in Article 11.4.1 in any school year, the amount not utilized shall accumulate from year to year.

11.4.11 **PROTECTED SICK LEAVE:** An employer is required by Labor Code 233 to allow an employee to use one-half (1/2) of the employee's annual accrued personal illness and injury leave for the reasons outlined in Articles 11.4.11.1 – 11.4.11.3. Leave under Article 11.4.11 will be hereinafter referred to as Protected Sick Leave:

11.4.11.1 The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.

11.4.11.2 The diagnosis, care, or treatment of an existing health condition of, or preventative care for parent, parent-in law, child, spouse, registered domestic partner, grandparent, grandchild or sibling of the unit member. The District and Association agree to expand this list to include any member of the employee's immediate family defined in Article 11.2.

11.4.11.3 An employee who is a victim of domestic violence, sexual assault or stalking for the purposes defined in Labor Code 230.1.

11.4.11.4 A unit member may use accrued personal illness and injury leave for reasons defined in Article 11.4.11.1 as described in Articles 11.4.1 through 11.4.10.

11.4.11.5 Full-time regular/contract faculty may use a maximum of five (5) days of personal illness or injury leave per academic year for the reasons outlined in Articles 11.4.11.2 and 11.4.11.3. Less-than-full-time regular/contract faculty will have their Protected Sick Leave entitlement prorated and unit members who work an 11 or 12-month year as part of regular their schedule will have Protected Sick Leave entitlement adjusted accordingly.

11.4.11.5 When leave is used under Articles 11.4.11.1 through 11.4.11.3, the leave must be designated as Protected Sick Leave on the Request for Leave form. Any absence which exceeds five (5) workdays duration shall be supported by a written statement of a licensed health care practitioner indicating the reason for the absence.

11.4.12 **DIFFERENCE PAY:** When a unit member is absent on account of illness or

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accident for a period of five (5) months or less, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided the provisions of Article 11.4.5 are met. For an absence due to non-industrial illness or injury, the five (5) month period shall begin on the tenth (10th) workday of absence. For an absence due to an approved industrial accident or injury, the five (5) month period shall begin after exhaustion of the sixty (60) days of Industrial Accident and Illness leave provided in Article 11.8.2.

Should this leave be utilized, there will be a deduction of pay from the unit member's compensation. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid to a substitute employee to fill the position during the leave, or, if no substitute is employed, the amount deducted from the faculty member's salary shall be an amount equal to the number of student contact hours multiplied by Step 1 of the Part-time Hourly Credit and CDCP Noncredit Salary Schedule. In no case, will the deduction for substitute pay exceed the unit member's compensation.

11.5 PERSONAL NECESSITY LEAVE

At the regular/contract unit member's election, leave accumulated under 11.4.1 of this article (Personal Illness and Injury Leave) may be used for purposes of personal necessity, provided that use of such personal necessity does not exceed six (6) days in any academic year (Education Code 87784). The unit member must identify the relevant article under 11.5.1 that the personal necessity pertains to but is not required to supply a reason of more specific nature. Personal Necessity leave usage shall be in accordance with Article 11.4.3:

11.5.1 For purposes of this provision, personal necessity shall be limited to:

11.5.1.1 Death of a member of the unit member's immediate family when additional leave is required beyond that provided by Bereavement Leave.

11.5.1.2 Accident involving the unit member's person or property, or the person or property of a member of unit member's immediate family.

11.5.1.3 Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.

11.5.1.4 Care for a member of the unit member's immediate household. The unit member may be required to submit a statement from a doctor confirming the need for the unit member's presence.

11.5.1.5 Illness of the unit member's immediate family when additional leave is needed beyond that allowed by Protected Sick Leave. (See Article 11.2 for definition of immediate family.)

11.5.1.6 Child-related activities outlined in Article 11.6.6.

11.5.1.7 Imminent danger to the person or home of the unit member, occasioned by flood, fire, earthquake or similar serious nature which cannot be disregarded by the unit member as reported to, and acknowledged by,

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the immediate supervisor or dean.

11.5.1.8 Other personal matters or emergencies as reported to, and acknowledged by, the immediate supervisor or dean provided that under no circumstances shall leave be available for the purposes of extension of a holiday or vacation, or for recreational activities.

11.5.2 A unit member must contact immediate supervisor as soon as the need to be absent is known, but in no event less than one-half (1/2) hour prior to the start of the first work assignment, except in case of emergency. Failure to provide adequate notice without reasonable cause shall be grounds for denial of leave with pay.

After returning from personal necessity leave, the unit member shall complete and submit a Request for Leave form containing the dates involved. The unit member's signature shall signify that the personal necessity leave was used only for a purpose set forth in 11.5.1. The District may require proper documentation indicating the reason for leave that exceeds five (5) consecutive workdays duration. Unit members will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

11.6. FAMILY CARE AND MEDICAL LEAVE OPTIONS

Additional state and federal laws provide protected unpaid leave, which runs concurrently with accrued leave, and in some cases allow employees to use accrued illness and injury leave for parental leave.

Information regarding protected leave options and other pregnancy and child rearing leave options are included below. Employees may contact the Office of Human Resources, Training & Development for additional information and consultation regarding leave options.

11.6.1 FAMILY AND MEDICAL LEAVE

11.6.1.1 Employee Eligibility

Article 11.6.1 will only apply to the administration of the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 (collectively, "FMLA/CFRA"). Leave under FMLA/CFRA is unpaid leave unless an employee is eligible to use accrued or other paid leave for absence. See Article 11.6.1.6. Leave used under FMLA/CFRA must be designated as FMLA/CFRA on the Request for Leave form.

The following conditions, requirements, and procedures shall apply when requests for family care and medical leave are made:

To be eligible for benefits under FMLA/CFRA, an employee must:

A. Have worked for the District for at least 12 months; and
B Have worked at least 1,250 hours over the previous 12 months for the District. [Under federal law, full-time instructional personnel

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(employees whose principal function is to teach and instruct students) are presumed to work at least 1,250 hours per year.]

11.6.1.2 Reasons for Taking Leave

A leave request from an eligible employee must be granted for any of the following reasons:

11.6.1.2.1 Birth of the employee's child;

11.6.1.2.2 Placement of a child with the employee for adoption or foster care;

11.6.1.2.3 Care for the employee's child, spouse, or parent with a serious health condition;

11.6.1.2.4 The employee's own serious health condition that keeps employee's own job function from being performed;

11.6.1.2.5 A qualifying exigency arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces ("qualified exigency"); or,

11.6.1.2.6 To care for a service member with a serious injury or illness if the employee is the service member's spouse, son, daughter, parent, or next of kin ("military caregiver").

11.6.1.3 Advance Notice of Leave and Medical Certification

Employees will provide (1) advance written notice of the leave request and (2) medical certification(s) whenever a serious health condition is involved.

11.6.1.3.1 If the need for the leave is foreseeable, employees will provide 30 days advance written notice. If the need for the leave is unforeseen (i.e., an emergency), notice is required to be given as soon as practicable.

11.6.1.3.2 If the leave is to care for a child, spouse or parent with a serious health condition or because of the employee's own serious health condition, the employee will provide medical certification from a health care provider or physician. The medical certification must include:

A. Date of commencement of the serious health condition;
B. Probable duration of the condition;
C. Estimated amount of time the health care provider will provide care; and
D. Confirmation that the serious condition of the child, spouse or parent warrants the participation of the employee; or, in the case of the employee's own serious

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health condition, certification that the employee is unable to perform employee's job functions.

11.6.1.3.3 If the leave is for the employee's own serious health condition, the District may require a second and third medical opinion at the District's expense.

11.6.1.3.4 If the leave is needed for planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District.

11.6.1.4 Continuation of Health Coverage and Other Job Benefit Plan

11.6.1.4.1 An employee taking leave under FMLA/CFRA will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, by which the employee was enrolled prior to the first day of the leave.

11.6.1.4.2 If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.

11.6.1.4.3 An employee may, at employee's expense, continue to participate in all other employee benefit plans offered by the employer during the leave period.

11.6.1.5 Intermittent or Reduced Schedule Leave

An employee may take leave intermittently (e.g., in blocks of time), or by reducing a normal work schedule, in the following circumstances:

11.6.1.5.1 Where the leave is for the birth or placement of a child, leave may be taken on an intermittent or reduced schedule basis if the District approves.

11.6.1.5.2 Leave may be taken intermittently or on a reduced work schedule whenever it is medically necessary to care for a family member with a serious health condition, or because the employee is seriously ill and unable to work the employee's regular work schedule.

11.6.1.6 Substitution of Paid Leave and Other Leave Requests

An employee must substitute accrued or other paid leave, including personal illness and injury, where applicable, for the unpaid family care leave entitlement.

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11.6.1.7 Maternity

A woman on maternity leave will not start using family care leave under CFRA until her disability period is over (i.e., when their physician takes her off pregnancy related disability).

11.6.1.8 Period of Eligibility per Fiscal Year

The 12 workweek period (26 workweeks for military caregiver leave) of entitlement commences on the first day of the leave.

11.6.1.9 Seniority, Employee Benefits and Break in Service

An employee on FMLA/CFRA leave will not lose any seniority or employment benefit that accrued prior to the start of the leave. An employee on leave will not accrue seniority or additional benefits, such as illness and injury leave or similar benefits, during any unpaid leave under FMLA/CFRA. The leave will not constitute a break in service for purposes of longevity and seniority.

11.6.1.10 Reinstatement of Employment and Fitness for Duty Report

Employees returning from an approved leave will be reinstated to the same or equivalent position. Employees returning from an approved medical leave for their own serious health condition may be required to provide a fitness for duty report to return to work.

[CFRA - Govt. Code § 12945.2; FMLA - 29 U.S.C. § 2601 et. seq.]

11.6.2 **PREGNANCY DISABILITY LEAVE**

11.6.2.1 Regular/Contract unit members are entitled to use accumulated personal illness and injury leave as set forth in Articles 11.4.1 and 11.4.10, and non-accumulated personal illness and injury leave as set forth in Article 11.4.12 for disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom on the same terms and conditions applied to leaves of absence for other temporary disabilities. The length of such disability leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.

11.6.2.2 The foregoing provisions applicable to pregnancy disability leave shall be applied on the same terms and conditions applied to other temporary disabilities. It is the intent of the parties to this Agreement that the foregoing provisions be construed and applied in accordance with all applicable statutes and regulations.

11.6.2.3 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

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11.6.3 **LEAVE WITHOUT PAY FOR CHILDBEARING PREPARATION AND CHILD REARING**

11.6.3.1 In addition to paid leave provisions described elsewhere in Article 11, leave without pay or other benefits may be granted to regular/contract unit members for preparation for childbearing and for child rearing.

11.6.3.2 The unit member shall request such leave as soon as possible, but under no circumstances less than thirty (30) workdays prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

11.6.3.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent/President when considering the scheduling and replacement problems of the District.

11.6.3.4 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.

11.6.3.5 Once the unit member has been granted leave without pay for child bearing preparation and child rearing, the unit member is not entitled to use any accrued personal illness and injury leave or other paid leave for the duration of the unpaid leave, whether or not the illness or disability is related to a pregnancy, miscarriage, child birth, or recovery therefrom.

11.6.3.6 There shall not be a diminution of employment status for childbearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes, nor shall the time taken on parental leave count toward credit for probationary faculty in earning tenure status.

11.6.3.7 If a unit member is on leave for childbearing or child rearing, and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as possible.

11.6.3.8 A unit member on unpaid maternity leave shall be entitled to pay to the District medical, dental, vision, group disability, life insurance, and/or other voluntary benefit premiums, in which case the District will continue coverage, subject to approval of the carrier. Such payments must be made in accordance with District procedures.

11.6.4 **CHILD BONDING LEAVE**

Per Education Code section 87784.5, an academic employee may take up to thirty

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(30) days of leave in a school year, less than any days of leave authorized pursuant to Education Code section 87784 (Personal Necessity Leave), for the reasons outlined in Articles 11.6.4.1 and 11.6.4.2.

A unit member may use accrued Personal Illness or Injury Leave or unpaid leave for Child Bonding Leave. Leave used under this Article must be designated at Child Bonding Leave on the Request for Leave form.

11.6.4.1 A biological parent may use Child Bonding Leave pursuant to this Article within the first year of the infant's birth.

11.6.4.2 A non-biological parent may use Child Bonding Leave pursuant to this Article within the first year of legally adopting a child.

11.6.5 **PARENTAL LEAVE**

Per Education Code section 87780.1, an academic employee may use accrued illness and injury leave for the purposes of parental leave for a period of up to twelve (12) workweeks.

11.6.5.1 Parental leave is defined as leave for reason of the birth of a child of the employee, or the placement of a child of an employee in connection with the adoption or foster care of the child by the employee.

11.6.5.2 Eligibility: Faculty members whose initial date of hire is at least 12 months prior to taking parental/child bonding leave are eligible. Faculty members are not required to have worked a minimum of 1,250 hours in the 12 months prior to the leave in order to be eligible for paid parental/child bonding leave.

11.6.5.3 Faculty members shall be entitled to utilize all accumulated sick leave for the purposes of parental/child bonding leave. When a unit member has exhausted all available illness and injury leave, including all accumulated illness and injury leave, and continues to be absent from member's duties on account of parental leave, the amount deducted from the unit member's salary for any of the remaining portion of the 12-workweek parental leave, shall be the amount actually paid a substitute employee to fill the position during the leave, or, if no substitute is employed, the amount deducted from the faculty member's salary shall be an amount equal to the number of student contact hours multiplied by Step 1 of the Part-Time Hourly Credit and CDCP Noncredit Faculty Salary Schedule or fifty percent (50%) of the employee's regular salary, whichever is less.

11.6.5.4 For purposes of this Article all of the following apply:

11.6.5.4.1 The 12-workweek period shall be reduced by any period of illness and injury leave, including accumulated illness and injury leave, taken during a period of parental leave.

11.6.5.4.2 An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month

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period.

11.6.5.4.3 Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.

11.6.5.4.4 Parental/child-bonding leave under this section must be taken within twelve (12) months of the date of birth/placement of the child. This time off does not have to be taken consecutively.

11.6.5.4.5 Where both parents of the child for whom leave is taken are employed by the District, any amount of parental/child bonding leave taken by one parent shall not diminish the twelve (12) workweeks of parental leave to which the parent may be entitled.

11.6.6 CHILD-RELATED ACTIVITIES LEAVE

Labor Code section 230.8 provides for an employee to take off up to forty (40) hours per year for “child-related” activities if the employee is a parent of one or more children of the age to attend kindergarten, grades 1 to 12, or a licensed child care provider. Child-related activities are defined as follows:

11.6.6.1 To find, enroll, or reenroll employee’s child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of employee’s child, if the employee, prior to taking the time off, gives reasonable notice to the employer of the planned absence of the employee. Time off pursuant to this Article shall not exceed eight hours in any calendar month of the year.

11.6.6.2 To address a child care provider or school emergency, if the employee gives notice to the employer. Emergency for the purposes of this Article is defined as the school or child care provider having requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider:

A. Behavioral or discipline problems;
B. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; and
C. A natural disaster, including, but not limited to, fire, earthquake, or flood.

11.6.6.3 If more than one parent of a child is employed by the District at the same worksite, the entitlement under Article 11.6.6 of a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the employer, such that another parent may take a planned absence

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simultaneously as to that same child under the conditions described in Articles 11.6.6.1 and 11.6.6.2 only if employee obtains the employer's approval for the requested time off.

11.6.6.4 "Parent" is defined to include a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child.

11.6.6.5 Except for the need to address a child care provider or school emergency, the use of such leave is limited to eight (8) hours per month.

11.6.6.6 Unit members may use Personal Business Leave as defined in Article 11.11, Personal Necessity Leave as defined by Article 11.5 or unpaid leave for Child- Related Activities Leave.

11.6.6.7 Unit members must provide reasonable notice to District of the need for such child-related activities leave. Additionally, if requested by the District, the unit member shall provide documentation from the school or licensed child care provider as proof that he or she engaged in child-related activities permitted in subdivision (a) on a specific date and at a particular time. For purposes of this Article subdivision, "documentation" means whatever written verification of parental participation the school or licensed child care provider deems appropriate and reasonable.

11.7 DISABILITY LEAVE

11.7.1 Article 9.2 provides that the District will cover the premium for group disability insurance for employees. This is a benefit provided by the District.

11.7.2 While receiving group disability benefits, employees must be on approved paid or unpaid leave per Articles 11.4 and 11.6.-11.11 of this agreement in order to remain an employee of the District.

11.7.3 The District's contribution toward fringe benefits will continue while the employee is on paid leave. An employee on approved unpaid leave shall have the option of continuing all health and welfare benefits for the period of the leave at the employee's expense by providing the District with monthly premium payments in the full amount of the premium.

11.8 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

11.8.1 Employees will be entitled to industrial accident and illness leave in accordance with Education Code section 87787 for accident or illness arising out of or in the course of employee's duties for the District when such illness or accident has qualified for workers' compensation under the provision of the State Compensation Insurance Fund.

11.8.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

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11.8.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

11.8.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the Self-Funded Workers' Compensation Insurance Fund which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.

If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

11.8.5 When the sixty (60) days of industrial accident and illness leave has been exhausted, entitlement to other personal illness and injury leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available personal illness or injury leave, or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.

11.9 CATASTROPHIC LEAVE

Consistent with California Education Code section 87045, the District established a Catastrophic Leave Program to support regular/contract unit members who have exhausted all forms of paid leave to which they are entitled and, if eligible, district-paid group income protection plan benefits and are faced with a catastrophic illness or injury (as defined in Education Code Section 87045). The
District-paid group income protection plan referenced in this article is the District-paid group income protection plan (disability insurance) the District purchases for tenure-track/tenured faculty, probationary/regular classified professionals, and administrative/confidential staff.

Beginning January 1, 2021, the Catastrophic Leave Program shall operate on a rolling cycle of three years. A rolling cycle of three years is defined as the three-year period measured forward from the date of employee's initial and subsequent catastrophic leave donations. Unless otherwise agreed, the Catastrophic Leave Program shall automatically renew for an additional three-year cycle upon the conclusion of a cycle.

The catastrophic leave bank includes contributions from all regular employee groups: classified professionals, administrative/confidential staff, and regular/contract faculty. Unit member contributions to the bank will be made on a voluntary basis, and donations are irrevocable.

The purposes for which the bank is established are:

A. To provide financial support to unit members in times of personal need;

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B. To retain unit members who might otherwise be forced to resign from their jobs;
C. To provide unit members with the ability to assist their co-workers; and
D. To build a sense of college "community" among staff.

11.9.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time or that incapacitates a member of the unit member's immediate family (as defined in Article 11.2). Such incapacity would require the unit member to take time off from work for an extended period of time for the unit member's own illness and injury or to care for unit member's immediate family member, and taking extended time off work creates a financial hardship for the unit member because unit member has exhausted all forms of paid leave to which entitled and, if eligible, District-paid group income protection plan.

11.9.2 Whenever it is feasible, and when ADA guidelines are applicable, the District will work with the unit member to identify alternative work arrangements that will enable unit member to continue working. If mutually agreeable arrangements cannot be made, the unit member may request catastrophic leave.

DONATIONS TO CATASTROPHIC LEAVE BANK

11.9.3 The use of catastrophic leave is limited to classified professionals and administrative/confidential employees and regular/contract faculty who meet the minimum donation requirements in Articles 11.9.3.1 through 11.9.3.3 **and** who meet all requirements listed in Article 11.9.9. All donations are voluntary and irrevocable.

11.9.3.1 Initial Donation Requirement
Classified professionals and administrative/confidential employees must donate a minimum of eight (8) hours and regular/contract faculty must donate a minimum of six (6) hours to the bank for the initial three-year cycle donation except as noted in 11.9.3.3.

11.9.3.2 Subsequent Three-Year Cycle Donation Requirement
Classified professionals and administrative/confidential employees must donate a minimum of four (4) hours and regular/contract faculty must donate a minimum of three (3) hours to the bank each subsequent three-year cycle.

11.9.3.3 Grandfathered Exception
Eligible employees who have donated the initial minimum required hours to the catastrophic leave bank by December 31, 2020, will be grandfathered into the three-year cycle of eligibility, which begins January 1, 2021, and ends December 31, 2023. In order to be eligible for subsequent eligibility cycles, these employees must also donate for subsequent eligibility cycles as described in Article 11.9.3.2.

11.9.4 Each year an anonymous leave donation drive will be held during the District's medical open enrollment period. During this period, the District will inform employees via a written notice of the eligibility for catastrophic leave requirements.

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11.9.5 An additional anonymous leave donation drive may be held outside of the medical open enrollment period if the bank balance goes below 480 hours.

11.9.6 Any full-time regular/contract unit member may, upon written notice to the District, donate accrued personal illness and injury leave as noted in Article 11.9.3 at a minimum of six (6) hours and in hourly increments thereafter. Donations must be made in writing on the District-provided form. Donations for less-than-full-time unit members shall be prorated based on unit member's current regular FTE. There is no limit to the leave time that can be donated to the bank.

11.9.7 All hours donated whether vacation or personal illness and injury leave will be converted to personal illness and injury leave. Donations are processed as soon as possible and not to exceed thirty (30) days from receipt when they are received. The donor is notified when the transfer occurs, and at that time, the donor's personal illness and injury leave balance is changed to reflect the transfer.

ELIGIBILITY FOR CATASTROPHIC LEAVE

11.9.8 The District has no responsibility to provide catastrophic leave.

11.9.9 Eligible donated leave credits may be transferred to a regular classified professional or administrative/confidential employee or regular/contract faculty member from the catastrophic leave bank if all of the following requirements are met:

A. The unit member has completed one year of employment at Napa Valley College as a classified professional employee, administrative/confidential employee, or regular/contract faculty member.

B. The unit member's initial donation is at least twelve (12) months prior to a request for catastrophic leave regardless of three-year cycle.

C. The unit member who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be transferred and submits a Request for Catastrophic Leave Application, which includes verification of catastrophic illness/injury provided by a licensed physician and/or licensed nurse practitioner to the Office of Human Resources, Training & Development.

D. The unit member has exhausted all paid leave to which they are entitled, (including personal illness and injury leave, vacation time, personal business, and compensatory time).

E. The unit member is not eligible for or receiving benefits from the District-paid group income protection program. Confirmation of ineligibility must be provided by the District-paid group income protection plan to the Office of Human Resources, Training & Development.

F. The unit member's absence is not due to an approved industrial accident or illness, as determined by the District's Workers' Compensation carrier.

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G. The District (Chief Human Resources Officer (CHRO) or Superintendent/President's designee) determines that the unit member is unable to work due to the unit member's or unit member's immediate family member's catastrophic illness or injury. The Request for Catastrophic Leave Application is available on the Office of Human Resources, Training & Development website. This application must be submitted to the CHRO for review and consideration.

The District will review the application, along with medical disability guidelines in accordance with the Fair Employment and Housing Act and Title I of the Americans with Disabilities Act, to assess the qualifications of the condition with consideration to the purpose for which the bank was established. Consideration is given to the functioning ability of the individual and any recent progression in the applicant's condition as documented by the treating licensed physician. A complete review ensures consistency in the application process.

CATASTROPHIC LEAVE USAGE

11.9.10 Donated leave shall be credited each pay period as time is taken and is subject to the recipient's normal payroll deductions. Hours shall be paid at the recipient's rate of pay.

11.9.11 For purposes of PERS and STRS service credit and length of service, catastrophic leave will be considered time worked.

11.9.12 The maximum amount of time for which donated leave may be used is sixty-six (66) working days within each individual's three-year cycle. The sixty-six (66) working days will be applied in equivalent hours not to exceed three hundred and ninety-six (396) hours for regular/contract faculty and five hundred and twenty-eight (528) for classified professionals and administrative/confidential employees. Leave usage will be consistent with Article 11.4.3. Every eligible participant is limited to a 66-day benefit regardless of donations made in excess of the minimum requirement. Any use of leave by less-than-full-time unit members shall be prorated based on the unit member's regular position FTE. There is no minimum amount of time.

11.9.13 The unit member continues to accrue leave (personal illness and injury leave) during this Catastrophic Leave. Unit members must exhaust all forms of paid leave to which they are entitled before using catastrophic leave. Therefore, when regular paid leave is accrued, catastrophic leave will cease until that leave is exhausted. The District will continue to pay the unit member's District health and welfare benefits at the same level the unit member was receiving prior to going on leave.

11.9.14 The Catastrophic Leave Program is a bona-fide leave sharing arrangement for a medical emergency as defined in IRS Ruling 90-29. Pursuant to IRS Ruling 90-29, personal illness and injury leave transferred under such arrangements shall not be considered wages for the unit member who surrenders the leave and will therefore not be included in gross income or subject to withholding. The gross value of the donated leave shall be reported as income, and be taxable, to the recipient.

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11.9.15 All recipients and donors will remain anonymous, except for those District officers and employees who have a business need to know.

TERMINATION OF CATASTROPHIC LEAVE BANK

11.9.16 Termination of the Catastrophic Leave Program must be reached via negotiations between District and Associations for regular/contract faculty and classified professionals and discussions between District and Administrative Senate for administrative/confidential employees.

11.10 ADDITIONAL LEAVE FOR EXTENDED ACCIDENT OR ILLNESS

A regular/contract faculty member who has exhausted all entitlement to personal illness and injury or other available paid leave, and who is absent because of accident or illness, may be granted an unpaid leave of absence for six (6) months. The faculty member shall apply for such unpaid leave by submitting the following at least thirty (30) days in advance of the requested leave, except when advanced notice is impractical: (1) a request in writing that includes the dates of the requested unpaid leave and the date the faculty member anticipates returning to faculty member's assignment to the area assistant superintendent/vice-president, and (2) medical verification required by Article 11.4.5 to the Office of Human Resources, Training & Development. If the area assistant superintendent/vice-president and president support the request, it will be forwarded to the Board of Trustees for final approval.

A faculty member on Board-approved unpaid leave shall have the option of continuing all health and welfare benefits for the period of the leave at the employee's expense, by providing the District with monthly premium payments in the full amount of the premium cost.

11.11 PERSONAL BUSINESS LEAVE

11.11.1 Regular/Contract unit members shall be entitled to one (1) day per semester Personal Business Leave, not charged to Personal Illness and Injury Leave. The unit member must give the District five (5) working days' notice. Personal Business leave usage shall be in accordance with Article 11.4.3.

11.11.2 During the term of this Agreement, unit members may request to use the two personal business days to which they are entitled during the same semester in unusual and exceptional cases of personal need. All other language regarding the use of personal business days (11.11.1) shall still apply. Accordingly, prior approval shall be obtained from the immediate supervisor and the Assistant Superintendent/Vice President, Academic Affairs or the Assistant Superintendent/Vice President, Student Affairs. Under no circumstances shall a unit member be allowed to use personal business leave on scheduled instructional excellence (flex days) or more than a total of two personal business days during any given academic year.

11.12 BEREAVEMENT LEAVE

11.12.1 A unit member shall be entitled to a maximum of five (5) (consecutive or non-

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consecutive) workdays of paid leave of absence, without loss of salary, on account of the death of their immediate family. See Article 11.2 for definition of immediate family.

11.12.2 A unit member shall be entitled to up to one (1) workday of bereavement leave upon the death of a close relative or in-law to attend the funeral of someone other than those defined as immediate family. See Article 11.2 for definition of immediate family.

11.12.3 Use of this leave shall be taken within three (3) months from the date of the death of the family member, and need not be taken consecutively.

11.12.4 Verification

Within thirty (30) days of a request by the District, the faculty member may be required to provide documentation of the death of the immediate family member. Documentation includes death certificate, a published obituary, or written certification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

11.12.5 The leave described in Section 11.12 above shall be available to unit members that experience a reproductive loss (as defined in Govt. Code §12945.6, including but not limited to miscarriage, stillbirth or a failed adoption by the unit member or partner). The District shall maintain the confidentiality of the request and purpose of the leave, except as necessary to affect the purpose of the leave.

11.13 JUDICIAL LEAVE

11.13.1 Regular/Contract unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. If possible, the unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or appearance as a witness.

11.13.2 The unit member, while serving jury duty, will receive regular earnings from the District and must endorse to the District any stipend received for jury service.

If the unit member fails to endorse to the District any stipend received for jury service, the District shall deduct from the unit member's salary warrant the amount of such stipend actually paid to and retained by the unit member.

11.14 SABBATICAL LEAVE

11.14.1 Unit members whom the District considers to be regular academic unit members shall be eligible for sabbatical leave. Applicants may apply after six (6) consecutive years of service, upon completion of seven (7) years of continuous service, the unit member may take sabbatical leave.

11.14.1.1 A one-semester sabbatical will be paid at one hundred percent (100%) of the salary and benefits as specified in Articles 8 and 9, subject to

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the seven-year load average proration as defined in Article 11.14.2.

11.14.1.2 A one-year sabbatical will be paid at sixty percent (60%) of salary, subject to the seven-year load average proration as defined in Article 11.14.2. Benefits for a one-year sabbatical will be treated as follows: medical, dental, vision, life and employee assistance benefits will be paid at the level prescribed by the agreement for a full-time unit member, subject to modification based on 11.14.2. All salary related benefits, including but not limited to STRS, PERS, Social Security, Medicare, Worker's Compensation, and Unemployment, will be applied to the amount of the salary actually paid during sabbatical.

11.14.2 For faculty members who worked less than full-time any portion of the seven years immediately prior to the sabbatical leave, compensation and benefits would be prorated based on the average load for the seven year period.

11.14.3 A unit member must agree in writing, to render a period of service in the employ of the governing board of the district following his or her return from the leave of absence, which is equal to twice the period of the leave, as outlined in Article 11.14.1. Employees must sign the Sabbatical Contract and Obligations Form prior to taking their leave, which serves as a written agreement of the employee to return to the service of the district and render the agreed upon period of service therein following his or her return from leave.

11.14.4 A sabbatical leave may be granted to pursue a course of study, to conduct research relative to the applicant's field, or to engage in any specific activity which, in the judgment of the Academic Senate Professional Learning Committee, will enable applicant to improve the quality of applicant's work, or to make a significant contribution to the science of faculty member's field. The District recognizes the importance of sabbaticals for the purpose of professional growth for faculty members. Sabbaticals are evaluated based on the degree to which the project enhances the faculty member's professional abilities and benefits the institution.

11.14.5 A unit member desiring sabbatical leave must make a written application for such leave to the Academic Senate Professional Learning Committee. In the application, the unit member shall state member's term of service in the District; member's program for the period of the sabbatical, and faculty member's willingness to return to the District. The Academic Senate Professional Learning Committee shall make recommendations regarding the disposition of all applications to the Executive Committee of the Academic Senate, which then takes the recommendations to the full Senate.

Once recommendations are confirmed by the full Senate, they are forwarded to the Assistant Superintendent/Vice President of Academic Affairs, who presents the proposals to the Superintendent/President for evaluation. The Superintendent/President will review the sabbatical proposals to determine which, if any, shall be forwarded to the Board of Trustees for final approval. In making this determination, the Superintendent/President will take into consideration the educational and financial impacts on the District, as well as the extent to which the sabbatical proposals meet the criteria set forth by the

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Academic Senate Professional Development Committee. The Superintendent/ President shall forward recommendations for sabbatical approval to the Board of Trustees for the first regular meeting in February of the academic year preceding the desired leave.

11.14.6 A unit member returning from sabbatical leave shall file a report with the Office of Academic Affairs no later than the sixth week of the term. A copy of this report shall also be submitted to the Office of Human Resources, Training & Development for inclusion in the unit member's personnel file. This report shall outline faculty member's activities on leave, state the outcome of any research, and include a copy of the transcript of credits earned from courses, if any, were taken during the period of leave. The faculty member may be required to make an oral presentation to the Board of Trustees.

11.14.7 A year sabbatical leave shall be counted as a year of service on the salary schedule, and no break in service shall be imputed to occur as a result of taking sabbatical leave. A half year sabbatical leave shall be counted as a half year of service on the salary schedule, and no break in service shall be imputed to occur as a result of taking sabbatical leave.

11.14.8 The number of sabbatical leaves approved per year, if any, shall be determined by the District.

11.14.9 The District will not support any expenses related to the sabbatical project that are incurred by the faculty member.

11.15 DISASTER SERVICES VOLUNTEER LEAVE

11.15.1 A regular/contract faculty member who is certified as disaster services volunteer by the American Red Cross may be granted leave from work with pay for up to an aggregate of fifteen (15) workdays, consecutively or non-consecutively, in any 12-month period. The purpose of such leave is to participate in specialized disaster relief services of the American Red Cross in connection with any disaster as defined in 11.15.2, upon the request of the American Red Cross for such unit member's services and upon the approval of the District.

11.15.2 Disaster is defined as any disaster designated at Level III or higher in the American National Red Cross Regulations and Procedures, including both national and state disasters.

11.15.3 A unit member granted leave under this article shall be compensated at the unit member's regular rate of pay of those regular work hours during which the unit member is absent from work, but shall not receive overtime pay, shift differential pay, hazardous duty pay, or any other form of pay or compensation in addition to the unit member's regular pay.

11.15.4 A regular/contract faculty member granted leave under this article will not lose any seniority or accrued leave.

11.15.5 The District will not be liable for workers' compensation claims arising from accident or injury while the District unit member is on assignment as a certified

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disaster service volunteer for the American Red Cross. Duties performed while on disaster services leave shall not be considered to be a work assignment by the District.

11.15.6 In determining whether to grant leave to a unit member, the District may consider the needs of the American Red Cross for expertise in a particular certified area. The unit member's activities and job functions while on leave shall not be directed by the District, but shall be determined and controlled solely by the American Red Cross.

11.15.7 This leave does not apply to members of the National Guard or Reserves who are called up to assist with disaster services.

11.15.8 The leave provisions described in this article are intended to be consistent with the State Disaster Services Volunteer Leave Act.

11.15.9 Unit members are responsible for all costs associated with becoming a certified disaster volunteer.

11.16 PERSONAL UNPAID LEAVE

Any tenured instructor upon recommendation of the superintendent/president may be granted a leave of absence without pay or employer's contribution towards benefits for one year, and an extension of the leave may be granted for one additional year. (Education Code sections 87763 & 87764).

A tenured faculty member on unpaid leave may be entitled to pay the District medical, dental, vision, group disability, life insurance, and/or other voluntary benefit premiums, in which case the District will continue coverage, subject to approval of the carrier. Such payments must be made in accordance with District procedures.

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ARTICLE 12 – REGULAR/CONTRACT FACULTY EVALUATIONS

12.1 Napa Valley College utilizes an evaluation process that combines peer and area dean evaluation to assess the effectiveness of faculty, including instructors, counselors, and librarians. The intent of this process is to facilitate professional growth and development of all faculty in a collaborative and collegial environment.

12.2 Faculty members are evaluated on the following criteria: a) effectiveness in teaching, counseling, or library responsibilities; b) responsibility within the college community; c) professional development; and d) support of student success.

12.3 Regular (tenured) faculty members are evaluated once every three years in accordance with the Regular (Tenured) Faculty Evaluation Guidelines

12.4 Contract (Tenure-track) faculty members are evaluated over a four-year period in accordance with the Contract (Tenure-track) Faculty Evaluation Process. At the conclusion of the contract evaluation process, a recommendation to grant or deny tenure will be made to support the best interests of Napa Valley College.

12.5 The District has the right to conduct an Administrative Performance Review that is independent of the peer evaluation process, as outlined in the evaluation guidelines.

12.6 Nothing in this Article shall be construed to limit in any way the District's right to investigate allegations against unit members when authorized or required by law or to initiate discipline procedures as authorized by applicable provisions of Education Code.

12.7 The Academic Senate and Faculty Association leaders and administration will review the procedures at least once every three years.

12.8 Diversity, Equity, Inclusion, and Accessibility("DEIA")

12.8.1 Consistent with Title 5, section 53425, the faculty evaluation will require evidence of proficiency, or progress toward, proficiency in diversity, equity, inclusion, and accessibility DEIA-related competencies that enable work with diverse communities.

12.8.2 Evaluators will also assess if/to what degree the faculty member:

- Provides students the opportunity to engage with the material in a variety of ways.
- Demonstrates awareness and sensitivity in working with students of diverse backgrounds and is responsive to the educational needs and perspectives of those students.

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ARTICLE 13 - PART-TIME, HOURLY AND TEMPORARY, FULL-TIME UNIT MEMBER COMPENSATION

13.1 PART-TIME, HOURLY CREDIT AND CDCP (CAREER DEVELOPMENT AND COLLEGE PREPARATION) NONCREDIT FACULTY SALARY SCHEDULE

13.1.1 Salary Schedule Increases:

13.1.1.1 2024-2025: The Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedules shall be increased by 3% effective July 1, 2024.

13.1.1.2 2025-2026: The Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedules shall be increased by 3% effective July 1, 2025.

1) In addition, the Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule will be increased in increments of 0.5% in the event that realized property tax revenues exceed the amount projected in the adopted 2025-2026 Final Budget by the Board of Trustees. Increase in property tax revenues shall be in an amount that is sufficient to increase the salary schedule for all regular and probationary District employees (e.g. classified, faculty, confidential, administrators) including the related employment expenses, and a one-time amount of $200,000 to address unfunded District operating expenses, while maintaining a minimum budgeted reserve of not less than 16.67% of total expenditures.

   The basis for measuring additional Property Tax Revenue shall be the confirmation of the County Tax Assessor for confirmed property taxes received for 2025-2026. Additional increase to the salary schedule under these conditions shall be applied no later than the September 2026 Payroll, retroactive to July 1, 2025.

2) In addition, all Part-Time, Hourly Credit, and CDCP Noncredit Faculty employees on contract for the Fall 2025 Semester shall receive an off-schedule one-time payment proportional to their Fall 2025 workload (as of November 12, 2025). This amount is calculated as a percentage of the amount received by a full-time (1.0 FTE) faculty member as set forth in Article 8.1.2 above ($4,439.40), as follows:

   a. Part-time instructional faculty shall receive an amount proportional to their load assignment. For example, if a part-time faculty member has a 40% load, then that faculty member shall receive 40% of the full-time faculty award, or $1,775.76.

   b. Part-time Counselors and Librarians shall receive an amount proportional to the hours of their assignment that were worked up to November 12, 2025. The formula is as follows:

      Total hours worked divided by the number of weeks (12.5 weeks as of 11/12/2025) divided by the load factor (35 for counselors and librarians)

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OR

$$Percent = \frac{Total\ Hours\ Worked}{\frac{Number\ of\ weeks}{Load\ Factor}}$$

For example, if a counselor had worked 81 hours during this period, their percentage would be calculated as follows:

$$Percent = \frac{81\ hours\ worked}{\frac{12.5\ weeks}{35\ load\ factor}} = 18.51\%$$

which equates to $821.73

These amounts will be paid on the payroll in the months following ratification and approval of this Agreement by the Board of Trustees.

13.1.3.1 2026-2027: The Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedules shall be increased by 3% effective July 1, 2026.

In addition, the Part-Time, Hourly Credit and CDCP Noncredit Salary Schedule will be increased in increments of 0.5% in the event that realized property tax revenues exceed the amount projected in the adopted 2026-2027 Final Budget by the Board of Trustees. Increase in property tax revenues shall be in an amount that is sufficient to increase the salary schedule for all regular and probationary District employees (e.g. classified, faculty, confidential, administrators) including the related employment expenses, and a one-time amount of $200,000 to address unfunded District operating expenses, while maintaining a minimum budgeted reserve of not less than 16.67% of total expenditures.

The basis for measuring additional Property Tax Revenue shall be the confirmation of the County Tax Assessor for confirmed property taxes received for 2026-2027. Additional increase to the salary schedule under these conditions shall be applied no later than the September 2027 Payroll, retroactive to July 1, 2026.

The District and Association reaffirm that the objective shall be to endeavor to bring the full-time and part-time salaries into the 66th percentile of the State of California based on that percentile's maximum salary of the master's non-doctorate column.

13.1.2 The Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule includes Schedule 1 and Schedule 2, which are defined as follows:

(1) Schedule 1 includes hourly rates for instructor, counselor and librarian hours and

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(2) Schedule 2 includes hourly rates for office hours and professional ancillary activity extra pay assignments.

13.1.3 Part-time, hourly credit and CDCP noncredit faculty shall be eligible for payment for up to five (5) hours per semester for attending an instructional excellence (flex day) provided the faculty member is scheduled to teach during the respective semester. When orientations for new part-time, hourly credit faculty are offered by the District, those faculty who attend will be compensated for two (2) hours. The hourly rate for instructional excellence (flex day) and new faculty orientation attendance shall be based on Schedule 2 of the Part-time, Hourly Credit Faculty Salary Schedule.

13.1.4 Each year when the District receives notice of the final part-time parity allocation from the Chancellor's Office, the District will determine if there is a significant change to these funds as compared to the prior fiscal year. A significant change for this purpose is defined as a five percent (5%) increase or decrease in the part-time parity categorical funds.

13.1.5 If there is a significant change, the salary schedule will be adjusted proportionally for the following fiscal year, taking into consideration the part-time parity allocation and the amount of part-time faculty assignments. In such cases, the District and Association agree to meet and confer to agree to the method and timeline for an adjustment to the salary schedule.

Both parties agree that there is intent to continue to use the categorical, part-time parity funds to maintain this salary schedule increase in an effort to attract and retain qualified part-time faculty. Both parties also have a shared interest in maintaining quality educational programs and the fiscal stability of the District.

13.2 TEMPORARY, FULL-TIME, GRANT-FUNDED AND TEMPORARY, FULL-TIME, LEAVE- REPLACEMENT FACULTY

13.2.1 Temporary, full-time grant-funded and temporary, full-time, leave-replacement faculty shall be placed on the Regular/Contract Faculty Salary Schedule according to the procedures applied to regular/contract faculty salary placement for the term of the temporary, full-time assignment. Compensation for temporary, full-time assignments shall be prorated for the term of the temporary assignment.

13.2.2 Temporary, full-time grant-funded faculty will advance on the Regular/Contract Faculty Salary Schedule according to the procedures applied to regular/contract faculty salary advancement.

13.2.3 Temporary, full-time, grant-funded and temporary, full-time, leave-replacement faculty will be placed and advanced on the Part-time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule in accordance with Articles 13.5. Service accumulated during a temporary, full-time grant-funded or leave replacement assignment will count towards salary advancement on the Part-time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule as outlined in Articles 13.5.

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13.3 REGULAR/CONTRACT FACULTY PLACEMENT AND ADVANCEMENT ON PART-TIME, HOURLY, CREDIT AND CDCP NONCREDIT FACULTY SALARY SCHEDULE

Regular/Contract faculty shall be placed and advanced as follows on the Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule:

Regular/Contract Faculty Contract Status	Step on Part-Time Schedule
Contract 1	3
Contract 2	4
Contract 3 (1st year)	5
Contract 3 (2nd year)	6
Tenure Conferred	7

In the event that a newly hired regular/contract faculty member had been placed or advanced beyond Step 3 on the Part-time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule, that faculty member would retain faculty member's placement on the schedule at the point of hire and would advance one step for each year completed as a tenure-track faculty member.

13.4 PART-TIME, HOURLY CREDIT AND CDCP (CAREER DEVELOPMENT AND COLLEGE PREPARATION) NONCREDIT UNIT MEMBER SALARY SCHEDULE PLACEMENT

13.4.1 New part-time, hourly credit and CDCP noncredit faculty will be placed on the Part-time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule up to a maximum placement of Step three (3) based on verified previous college credit or CDCP noncredit teaching, counseling experience, or librarian work. New instructors will be placed one step higher for every four semesters of qualifying college teaching with the equivalent of at least three (3) hours per instructional week per semester. New part-time, hourly counselors or librarians will be placed one step higher for every four semesters of college counseling or librarian work with at least fifty-four (54) hours per semester.

13.4.2 A part-time, hourly faculty member may request to have faculty member's salary placement reevaluated after an absence of six academic years or twelve semesters excluding summer sessions. The request must be made in writing and be accompanied by appropriate employment verification. If the part-time, hourly faculty member has accumulated enough credit teaching, counseling, or librarian hours to be placed higher than the initial salary placement, the instructor will be placed at the higher step effective the first of the following month. Teaching, counseling, or librarian experience at Napa Valley College will not be considered towards salary placement Maximum placement on the salary schedule is Step 3. Once a faculty member is placed on the salary schedule, faculty member must complete three qualifying semesters per Articles 13.5.1 and 13.5.2 in order to advance to the next salary step.

13.4.3 In the event a part-time, hourly faculty member wishes to appeal the decision regarding salary step placement pursuant to this Article, written appeal must be submitted to the Office of Human Resources, Training & Development within the first month of the semester of placement.

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13.5 PART-TIME, HOURLY CREDIT AND CDCP NONCREDIT UNIT MEMBER SALARY SCHEDULE ADVANCEMENT

13.5.1 Part-time, hourly credit and CDCP noncredit instructors whose hours are submitted to Payroll by the Office of Human Resources, Training & Development shall progress on the Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule after completing three semesters of credit instruction at Napa Valley College with the equivalent of at least 3.375 hours per instructional week per semester.

13.5.2 Part-time, hourly counselors, librarians, and credit and CDCP noncredit instructors paid via a Time Record Form submitted by the faculty member shall progress on the salary schedule after three semesters at Napa Valley College with at least 3.375 hours per instructional week per semester of counseling, librarian work, or credit instruction.

13.5.3 Accumulation of service for advancement on the Schedule initially began Spring 1996 semester. Once a part-time, hourly faculty member has advanced a step on the Schedule, faculty member must complete three additional semesters according to the above language in order to advance to the next step.

13.6 CREDIT AND CDCP NONCREDIT SUBSTITUTES

Instructors substituting in credit or CDCP noncredit classes shall be paid at their current step of the Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule.

13.7 WEEKLY STUDENT CONSULTATION TIME FOR PART-TIME, HOURLY CREDIT AND CDCP NONCREDIT INSTRUCTORS

13.7.1 Part-time hourly credit instructors teaching ENGL, ESL, and/or MATH courses will be paid one hour per week per class for student consultation time. Health Occupations instructors with clinical-only assignments paid on an hourly timecard (NOA) are not provided student consultation time.

13.7.2 Part-time, hourly credit and CDCP noncredit instructors teaching courses not addressed in Article 13.7.1, will hold weekly student consultation time to be paid as follows:

Faculty teaching a load of 40% or above are eligible to receive a maximum of seventeen (17) paid hours of student consultation time during the semester.

Faculty teaching a 20% to 39% workload are eligible to receive a maximum of eight and a half (8.5) paid hours of student consultation time during the semester.

13.7.3 Faculty will ensure their scheduled student consultation times (office hours) will be reasonably convenient to their students. Faculty will specify the times, places and modalities allocated for student consultation in class syllabi, subject to approval by the supervisor.

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13.8 WORK-RELATED MILEAGE ALLOWANCE

The District shall inform all unit members who qualify of District policies and procedures in regard to mileage reimbursement. Mileage reimbursement shall be paid at the maximum IRS-allowed rate, under the following circumstances:

13.8.1 When a unit member is assigned to only one work site in the District on a given workday, no mileage will be paid. Such travel is personal commuting expense.

13.8.2 When a unit member is assigned to more than one work site in the District on a given workday, the unit member may claim mileage reimbursement based on the total miles traveled for work purposes, minus the round trip miles from the unit member's home to member's usual work site as defined by the District.

13.8.3 When a unit member is assigned to a work site outside the District on a given workday, the unit member may claim mileage reimbursement based on the total miles traveled for work purposes, minus the round trip miles from the unit member's home to member's usual work site as defined by the District.

13.9 HEAD COACH COMPENSATION

Head coaches of sponsored Napa Valley College intercollegiate sports are to be paid a stipend equivalent to twenty-one and three tenths percent (21.3%) of sixty-three percent (63%) of step 8 of the Regular/Contract Faculty Salary Schedule. Part-time, hourly coaches, including regular/contract faculty coaching as an overload, receive the coaching stipend during the semester that corresponds with the season of the sport. Head coaching duties assigned to part-time, hourly credit instructors are ancillary activities and shall not be used for the purposes of calculating eligibility for contract or regular status per Education Code Section 87482.5.

13.10 STRS EMPLOYER "PICK-UP"

The District agrees to implement the provisions of Section 414 (h) (2) of the Internal Revenue Code by making contributions to the State Teachers Retirement System on behalf of its employees who are members of the State Teachers Retirement System.

13.11 FULL-TIME EQUIVALENT AGREEMENT FOR PART-TIME FACULTY FOR THE PURPOSE OF CALCULATING STRS SERVICE CREDIT

For the purpose of calculating STRS service credit, full-time equivalent (FTE) is defined as the number of days or hours of creditable service a person employed on a part-time basis would be required to perform in a school year if employed full time in that part-time position.

As required by Chapter 375, Statutes of 202 (Assembly Bill 2982) and Education Code Section 22138.5C) (5), the District and Association agree that for the purposes of calculating and reporting STRS service credit, the minimum number of hours of creditable service for instructional load and office hours that equal full-time for part-time faculty are as follows:

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Credit and CDCP Noncredit Instructor:	720 hours per academic year
Noncredit Instructor, excluding CDCP:	1296 hours per academic year
Counselors & librarians:	1260 hours per academic year
Administrative ancillary assignments:	2080 hours per fiscal year
Non-administrative, ancillary assignments:	1050 hours per academic year

13.12 DEFINITION AND PROCEDURES FOR ACHIEVING PARITY WITH FULL-TIME FACULTY

13.12.1 The purpose of this article is to comply with the Policy Statement on Part-Time Faculty Compensation adopted by the Board of Governors on September 10, 2001; and conditions for receiving Part-Time Faculty Compensation funds appropriated in the 2001 Budget Act and future appropriations.

13.12.2 The Association and District have developed the following definitions and procedures for achieving parity for comparable pay for part-time and full-time faculty for similar work.

The District and Association defined the duties and responsibilities of full-time faculty as follows: teaching, class preparation, assessment, office hours, and other professional responsibilities, including, but not limited to, committee assignments, departmental/division work, professional development, and community involvement.

For part-time parity, both parties agreed that seventy percent (70%) of a full-time load is devoted to teaching, class preparation, and assessment. An additional twelve and one-half percent (12.5%) of a full-time load is devoted to office hours.

13.12.3 **DEFINITION**

13.12.3.1 A part-time, hourly faculty member whose assignment does not include office hours would be compensated at a rate equal to seventy percent (70%) of a comparable full-time rate of pay, as determined by the District and Association.

13.12.3.2 A part-time, hourly faculty member whose assignment does include office hours would be compensated at a rate equal to eighty-two and one-half percent (82.5%) of a comparable full-time rate of pay, as determined by the District and Association.

13.12.4 **PROCEDURES**

13.12.4.1 The Part-time, Hourly Credit Faculty Salary Schedule has seven (7) steps; these seven steps will be compared to the steps four (4) through ten (10) of the Regular/Contract Faculty Salary Schedule that consists of sixteen (16) steps. This comparison is outlined below.

Part-Time Steps		Regular/Contract Steps
Step 1	→	Step 4

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Step 2	→	Step 5
Step 3	Maximum Initial Placement	Step 6
Step 4	→	Step 7
Step 5	→	Step 8
Step 6	→	Step 9
Step 7	→	Step 10

If either of these schedules is revised, both parties will review the schedules in an effort to reach a comparable rate of pay and maintain parity.

13.12.4.2 Placement and progression on the Part-Time, Hourly Credit Faculty Salary Schedule will follow the agreement between the District and the Association.

13.12.5 **IMPLEMENTATION**

13.12.5.1 Both parties agree to review and refine this parity definition as other elements are identified.

13.12.5.2 As funds become available for part-time faculty compensation, both parties will meet and confer on appropriate steps to achieve parity.

13.12.5.3 The District will regularly monitor the Regular/Contract Salary Schedule and the Part-Time, Hourly Credit Faculty Salary Schedule to assess whether or not parity has been reached. Once parity is reached, the District and Association will meet and confer regarding salary schedule adjustments.

13.13 **PROFESSIONAL ANCILLARY ACTIVITIES FOR PART-TIME, HOURLY FACULTY**

13.13.1 Education Code Section 87482.5 provides that service in professional ancillary activities by person employed under this section, including, but not limited to, governance, staff development, grant writing, and advising student organizations, shall not be used for purposes of calculating eligibility for contract or regular status unless otherwise provided for in a collective bargaining agreement applicable to a person employed under this section.

13.13.2 The District and Association agree that non-classified, extra pay assignments given to part- time faculty which are not specifically teaching, counseling, or librarian assignments will be considered professional ancillary activities. These types of professional ancillary assignments include, but are not limited to:

<u>ANCILLARY TYPE</u>

A. Administrative Assignment, which can include, but is not limited to Grant Writing, Implementation and Management; and Program/Project Management
B. Advising Student Organization
C Not-for-Credit Contract Education
D. Academic Senate assignment outside of part-time, hourly

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instructor/counselor/librarian duties, which can include, but is not limited to Curricular, Instructional Design Institute, and Board Policies/Procedures assignments

E. Governance
F. Head Coaching
G. Staff Development
H. Student Success Center Facilitator
I. Training/Workshop/Orientation Attendee
J. Training/Workshop/Orientation Trainer/Presenter

Professional ancillary activities may be assigned by the District administration to part-time and full-time, temporary faculty as extra pay assignments provided the faculty member has an approved Notice of Assignment to serve as a faculty member during the corresponding semester. These assignments must be approved via the Request for Employee Contract process and reviewed and validated by the Office of Human Resources, Training & Development. Faculty members may perform these extra pay assignments after receiving an approved Request for Employee Contract detailing the terms of the extra pay assignment from the Office of Human Resources, Training & Development.

When professional ancillary activity extra pay assignments are approved and assigned as noted above, faculty members will be paid hourly based on the faculty member's current step on the Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule, Schedule 2 under the terms of the approved Request for Employee Contract. Head coach assignments are excluded from this provision as compensation is addressed in Article 13.9.

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ARTICLE 14 - PART-TIME, HOURLY AND TEMPORARY, FULL-TIME UNIT MEMBER HEALTH AND WELFARE BENEFITS

14.1 PART-TIME, HOURLY UNIT MEMBER HEALTH AND WELFARE BENEFITS

14.1.1 District agrees that future percentage health and welfare benefit increases for part-time, hourly unit members will not be less than the percentage increase granted to regular/contract unit members.

The District and Association agree that the percent increase applied to the Part-time, Hourly Unit Member Benefit allotments will equal the average percent increase applied to the regular/contract single, two-party, and family benefit allotments.

14.1.2 Effective December 1, 2024, the District and Association agree to the following health and welfare benefit allotments for part-time, hourly unit members, if and when a medical plan becomes available.

Three or four hours per week	$ 69.12 per month
Five, or six hours per week	$115.24 per month
Seven, eight, or nine hours per week	$153.12 per month
Ten or more hours per week	$172.76 per month

14.1.3 Benefits for part-time, hourly faculty employed during summer session shall be paid in accordance with this Article.

14.1.4 **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The District shall provide an employee assistance program for part-time, hourly unit members.

14.2 FRINGE BENEFIT ADJUSTMENT FOR CLASSIFIED EMPLOYEES WHO TEACH

14.2.1 Regular classified employees who are employed less than full time are entitled to a prorated classified benefit allotment, as per Article 9.6 of the NVC- UCP/District Classified Agreement.

14.2.2 Part-time hourly credit instructors who are unit members, as defined by the District and Faculty Association Agreement, and who purchase medical benefits from the District are entitled to a health and welfare contribution, as per Article 14.1 of this Agreement.

14.2.3 The District, Faculty Association, and Classified Association agree that any classified employee who is less than full-time and who is also teaching as a part-time, hourly unit member in the credit program may combine the classified medical benefit allotment and the part-time, hourly unit member contribution to pay for health and welfare benefits.

14.2.4 The total amount provided cannot exceed the amount for a full-time allotment for a classified employee for similar coverage.

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14.3 TEMPORARY, FULL-TIME UNIT MEMBER HEALTH AND WELFARE BENEFITS

14.3.1 Temporary, full-time, grant-funded faculty will be provided with health and welfare benefits equivalent to health and welfare benefits provided to active regular/contract faculty as described in Articles 9.1-9.4.

14.3.2 Temporary, full-time leave replacement faculty on contract to serve as a full-time, leave replacement for a full academic year will have the option of enrolling in the District- sponsored medical benefit program subject to provider eligibility requirements. The District benefit contribution as listed in Article 9.1.1 will be provided for the unit member's medical enrollment in the District-sponsored medical benefit program.

14.3.3 Temporary, full-time leave replacement faculty on contract to serve as a full-time, leave replacement for one semester qualify for health and welfare benefits as described in Article 14.1.

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ARTICLE 15 - PART-TIME, HOURLY AND TEMPORARY, FULL-TIME UNIT MEMBER LEAVE PROVISIONS

GUIDING PRINCIPLES FOR LEAVE

The purpose of this Article is to outline the leave provisions available to support the diverse needs of the employee group, recognizing that the employee is one of the institution's greatest assets. The District acknowledges the value of the employee's time both at work and away from work and recognizes that leave for self and family helps achieve the highest level of employee performance. The leave provisions set forth in this Article shall be applied in a reasonable, consistent, and fair manner, acknowledging the importance of "work-life" balance for all employees. Further, these leave provisions must comply with Education Code, public employee and/or Teachers' retirement laws, and/or other state or federal regulations.

15.1 The benefits which are expressly provided by this Article are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into this Agreement, nor are such other benefits subject to the grievance procedure, Article 24.

15.2 IMMEDIATE FAMILY DEFINITION

For purposes of Article 15, Leave Provisions, an immediate family member shall be limited to mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or of the spouse or registered domestic partner of the employee; the spouse or registered domestic partner of the unit member; or any relative living in the immediate household of the unit member unless otherwise specifically defined in this Article.

Additionally, unit members may designate one person per twelve (12) month period who is not listed above as an immediate family member upon the need to take a leave.

15.3 REQUEST FOR LEAVE FORM, MEDICAL VERIFICATION, AND LEAVE USAGE

The following Article applies to all types of leaves of absence unless otherwise noted in Article 15.

15.3.1 A Request for Leave form and medical verification, if applicable, should be submitted to supervisor or designee within five (5) workdays of returning from a short-term leave of absence except where otherwise note in this Article.

15.3.2 The unit member will submit a Request for Leave form in advance to notify the supervisor of prescheduled appointments.

15.3.3 In case of a long-term leave of absence, a Request for Leave form and medical verification will be submitted in advance to the Office of Human Resources, Training & Development.

15.4 PERSONAL ILLNESS AND INJURY LEAVE

15.4.1 Part-time, hourly unit members shall be entitled to one hour of leave with full pay for every 17.5 hours of teaching, counseling, or librarian work for purposes of

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personal illness or injury.

15.4.2 Unit members employed as a full-time, temporary faculty member for an entire academic year shall be entitled to ten (10) days of leave with full pay for purposes of personal illness or injury. Unit members employed as a full-time, temporary faculty member for less than a full academic year shall have accrual for personal illness or injury prorated.

15.4.3 For purposes of accrual and use of personal illness and injury leave for full-time faculty, one day is equal to six (6) hours.

15.4.4 A full-time, temporary unit member who is absent for a full workday, shall have a full day (6 hours) deducted from their accumulated leave and a unit member who works for only a portion of their scheduled workday shall have one-half (1/2) day (3 hours) deducted from their accumulated leave.

15.4.5 Leave accumulated under Article 15.4.1 may be used for diagnosis, care, or treatment of an existing health condition of, or preventative care for, a unit member, which includes medical, dental and vision appointments.

15.4.6 Any absence due to illness or injury which exceeds five (5) workdays duration shall be supported by a written statement of a licensed health care practitioner indicating the reason and length of disability. Absences of a shorter duration shall also be supported by a medical verification acceptable to the District if so requested. A Request for Leave form should be submitted within five (5) workdays of returning from leave except where otherwise noted in this article.

15.4.7 A unit member must contact member's immediate supervisor as soon as the need to be absent is known, but in no event less than one-half (1/2) hour prior to the start of the first work assignment, except in case of emergency. Failure to provide adequate notice without reasonable cause shall be grounds for denial of leave with pay.

15.4.8 If the employee fails to notify the Office of Academic Affairs or the Student Affairs Office by 3:00 p.m. of the preceding workday, of employee's intent to return to work, and if such failure results in a substitute being secured, then the employee shall not be allowed to return to work for the workday in question.

15.4.9 If a unit member does not utilize the full amount of leave as authorized in Article 15.4.1 above in any school year, the amount not utilized shall accumulate from year to year.

15.4.10 The unit member will submit a Request for Leave form in advance to notify the supervisor of prescheduled appointments.

15.4.11 In case of planned long-term medical absence, a Request for Leave form and medical verification will be submitted in advance to the Office of Human Resources, Training & Development.

15.4.12 **PROTECTED SICK LEAVE:** An employer is required by Labor Code 233 to allow an employee to use one-half (1/2) of the employee's annual accrued personal

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illness and injury leave for the reasons outlined in Articles 15.4.12.1 – 15.4.12.3. Leave under Article 15.4.12 will be hereinafter referred to as Protected Sick Leave,

15.4.12.1 The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.

15.4.12.2 The diagnosis, care, or treatment of an existing health condition of, or preventative care for parent, parent-in law, child, spouse, registered domestic partner, grandparent, grandchild or sibling of the unit member. The District and Association agree to expand this list to include any member of the employee's immediate family defined in Article 15.2.

15.4.12.3 An employee who is a victim of domestic violence, sexual assault or stalking for the purposes defined in Labor Code 230.1.

15.4.12.4 A part-time, hourly unit member may use up to six (6) hours of accumulated personal illness and injury leave per semester or an amount not less than the personal illness and injury leave accrued during six months at the employee's then current rate of entitlement, whichever is greater, for the reasons outlined in Articles 15.4.12.2 and 15.4.12.3, in addition to any personal necessity leave to which they are entitled, based on current faculty agreement language.

15.4.12.5 A full-time, temporary faculty member~~s~~ employed for an entire academic year may use up to five (5) days of accumulated personal illness and injury leave in respective academic year for reasons outlined in Article 15.4.12.2 and 15.4.12.3, in addition to any personal necessity leave for which they are entitled, based on current faculty agreement language. A unit member employed as a full-time, temporary faculty member for less than a full academic year will have Protected Sick Leave prorated accordingly.

15.4.12.6 When leave is used under Article 15.4.12.1 through 15.4.12.3, the leave must be designated as Protected Sick Leave on the Request for Leave form. Any absence which exceeds five (5) workdays duration shall be supported by a written statement of a licensed health care practitioner indicating the reason for the absence.

15.4.13 **DIFFERENCE PAY:** When a unit member is absent on account of illness or accident for a period of five (5) months or less, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided the provisions of Article 15.3.3 and 15.4.6 are met. For an absence due to non-industrial illness or injury, the five (5) month period shall begin on the tenth (10th) workday of absence due to illness or injury. For an absence due to an approved industrial accident or injury, the five (5) month period shall begin after exhaustion of the sixty (60) days of Industrial Accident and Illness leave provided in Article 15.7.

Should this leave be utilized, there will be a deduction of pay from the unit

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member's compensation. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute using Step 1 of the Part-time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule. In no case will the deduction for substitute pay exceed the unit member's compensation.

15.5 PERSONAL NECESSITY LEAVE

15.5.1 Leave which is credited under Article 15.4.1 may be used, at the unit member's election, for purposes of personal necessity, provided that use of such personal necessity does not exceed six (6) hours in any semester for hourly unit members and six (6) days per academic year for full-time unit members. The unit member must identify the relevant article under 15.5.2 that the personal necessity pertains to but is not required to supply a reason of more specific nature. Personal Necessity leave usage shall be in accordance with Article 15.4.6.

15.5.2 For purposes of this provision, personal necessity shall be limited to:

15.5.2.1 Death of a member of the unit member's immediate family when additional leave is required beyond that provided by Bereavement Leave.

15.5.2.2 Accident involving the unit member's person or property, or the person or property of the member's immediate family.

15.5.2.3 Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.

15.5.2.4 Care for a member of the unit member's immediate household. The unit member may be required to submit a statement from a doctor confirming the need for the unit member's presence.

15.5.2.5 Illness of the unit member's immediate family when additional leave is needed beyond that allowed by Protected Sick Leave. (See Article 15.2 for definition of immediate family.)

15.5.2.6 Child-related activities outlined in Article 15.6.5.

15.5.2.7 Imminent danger to the person or home of the unit member, occasioned by flood, fire, earthquake or similar serious nature which cannot be disregarded by the unit member as reported to, and acknowledged by, the immediate supervisor or dean.

15.5.2.8 Other personal matters or emergencies as reported to, and acknowledged by, the immediate supervisor or dean provided that under no circumstances shall leave be available for the purposes of extension of a holiday or vacation, or for recreational activities.

15.5.3 A unit member must contact immediate supervisor as soon as the need to be absent is known, but in no event less than one-half (1/2) hour prior to the start of the first work assignment, except in case of emergency. Failure to provide

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adequate notice without reasonable cause shall be grounds for denial of leave with pay.

After returning from personal necessity leave, the unit member shall complete and submit a Request for Leave form containing the dates involved. The unit member's signature shall signify that the personal necessity leave was used only for the purpose set forth in 15.5.2. The District may require proper documentation indicating the reason for leave that exceeds five (5) consecutive workdays duration. Unit members will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

15.6 FAMILY CARE AND MEDICAL LEAVE OPTIONS

Additional state and federal laws provide protected unpaid leave, which runs concurrently with accrued leave, and in some cases allow employees to use accrued illness and injury leave for parental leave.

Information regarding protected leave options and other pregnancy and child rearing leave options are included below. Employees may contact the Office of Human Resources, Training & Development for additional information and consultation regarding leave options.

15.6.1 FAMILY AND MEDICAL LEAVE

15.6.1.1 Employee Eligibility

Article 15.6.1 will only apply to the administration of the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 (collectively, "FMLA/CFRA"). Leave under FMLA/CFRA is unpaid leave unless an employee is eligible to use accrued or other paid leave for the absence. See Article 15.6.1.6. Leave used under FMLA/CFRA must be designated as FMLA/CFRA on the Request for Leave form.

The following conditions, requirements, and procedures shall apply when requests for family care and medical leave are made:
To be eligible for benefits under FMLA/CFRA, an employee must:

A. Have worked for the District for at least 12 months; and
B. Have worked at least 1,250 hours over the previous 12 months for the District. [Under federal law, full-time instructional personnel (employees whose principal function is to teach and instruct students) are presumed to work at least 1,250 hours per year.]

15.6.1.2 Reasons for Taking Leave

A leave request from an eligible employee must be granted for any of the following reasons:

15.6.1.2.1 Birth of the employee's child;

15.6.1.2.2 Placement of a child with the employee for adoption or foster

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care;

15.1.6.2.3 Care for the employee's child, spouse, or parent with a serious health condition;

15.6.1.2.4 The employee's own serious health condition that keeps employee's own job function from being performed;

15.6.1.2.5 A qualifying exigency arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces ("qualified exigency"); or

15.6.1.2.6 To care for a service member with a serious injury or illness if the employee is the service member's spouse, son, daughter, parent, or next of kin ("military caregiver").

15.6.1.3 Advance Notice of Leave and Medical Certification

Employees will provide (1) advance written notice of the leave request and (2) medical certifications whenever a serious health condition is involved.

15.6.1.3.1 If the need for the leave is foreseeable, employees will provide thirty (30) days advance written notice. If the need for the leave is unforeseen (i.e., an emergency), notice is required to be given as soon as practicable.

15.6.1.3.2 If the leave is to care for a child, spouse or parent with a serious health condition or because of the employee's own serious health condition, the employee will provide medical certification from a health care provider or physician. The medical certification must include:

A. Date of commencement of the serious health condition;
B. Probable duration of the condition;
C. Estimated amount of time the health care provider will provide care; and
D. Confirmation that the serious condition of the child, spouse or parent warrants the participation of the employee; or, in the case of the employee's own serious health condition, certification that the employee is unable to perform employee's job functions.

15.6.1.3.3 If the leave is for the employee's own serious health condition, the District may require a second and third medical opinion at the District's expense.

15.6.1.3.4 If the leave is needed for planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District.

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15.6.1.4 Continuation of Health Coverage and Other Job Benefit Plan

15.6.1.4.1 An employee taking leave under FMLA/CFRA will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, by which the employee was enrolled prior to the first day of the leave.

15.6.1.4.2 If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.

15.6.1.4.3 An employee may, at employee's expense, continue to participate in all other employee benefit plans offered by the employer during the leave period.

15.6.1.5 Intermittent or Reduced Schedule Leave

An employee may take leave intermittently (e.g., in blocks of time), or by reducing a normal work schedule, in the following circumstances:

15.6.1.5.1 Where the leave is for the birth or placement of a child, leave may be taken on an intermittent or reduced schedule basis if the District approves.

15.6.1.5.2 Leave may be taken intermittently or on a reduced work schedule whenever it is medically necessary to care for a family member with a serious health condition, or because the employee is seriously ill and unable to work the employee's regular work schedule.

15.6.1.6 Substitution of Paid Leave and Other Leave Requests

An employee must substitute accrued or other paid leave, including personal illness and injury, where applicable, for the unpaid family care leave entitlement.

15.6.1.7 Maternity

A woman on maternity leave will not start using family care leave under CFRA until her disability period is over (i.e., when their physician takes her off pregnancy related disability).

15.6.1.8 Period of Eligibility per Fiscal Year

The 12-workweek period (26 workweeks for military caregiver leave) of entitlement commences on the first day of the leave.

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15.6.1.9 Seniority, Employee Benefits and Break in Service

An employee on FMLA/CFRA leave will not lose any seniority or employment benefit that accrued prior to the start of the leave. An employee on leave will not accrue seniority or additional benefits, such as illness and injury leave or similar benefits, during any unpaid leave under FMLA/CFRA. The leave will not constitute a break in service for purposes of seniority.

15.6.1.10 Reinstatement of Employment and Fitness for Duty Report

Employees returning from an approved leave will be reinstated to the same or equivalent position. Employees returning from an approved medical leave for their own serious health condition may be required to provide a fitness for duty report to return to work.

[CFRA - Govt. Code § 12945.2; FMLA - 29 U.S.C. § 2601 et. seq.]

15.6.2 **PREGNANCY DISABILITY LEAVE**

15.6.2.1 Unit members are entitled to use accumulated personal illness and injury leave as set forth in Articles 15.4.1 and 15.4.9, and non-accumulated personal illness and injury leave as set forth in Article 15.4.13 for disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom on the same terms and conditions applied to leaves of absence for other temporary disabilities. The length of such disability leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

15.6.2.2 Unit members are entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom when accumulated personal illness and injury leave and non-accumulated personal illness and injury leave have been exhausted. The length of such disability leave without pay, including the date on which the leave shall commence, shall be determined by the employee and the employee's physician.

15.6.2.3 A unit member may charge doctor's appointments for pregnancy against accrued paid personal illness and injury leave.

15.6.2.4 The foregoing provisions applicable to pregnancy disability leave shall be applied on the same terms and conditions applied to other temporary disabilities. It is the intent of the parties to this Agreement that the foregoing provisions be construed and applied in accordance with all applicable statutes and regulations.

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15.6.3 **CHILD BONDING LEAVE**

Per Education Code section 87784.5, an academic employee may take up to thirty (30) workdays of leave in a school year, less than any days of leave authorized pursuant to Education Code section 87784 (Personal Necessity Leave), for the reasons outlined in Articles 15.6.3.1 and 15.6.3.2.

A unit member may use accrued Personal Illness or Injury Leave or unpaid leave for Child Bonding Leave. Leave used under this Article must be designated as Child Bonding Leave on the Request for Leave form.

15.6.3.1 A biological parent may use Child Bonding Leave pursuant to this Article within the first year of employee's infant's birth.

15.6.3.2 A non-biological parent may use Child Bonding Leave pursuant to this Article within the first year of legally adopting a child.

15.6.4 **PARENTAL LEAVE**

Per Education Code section 87780.1, an academic employee may use accrued illness and injury leave for the purposes of parental leave for a period of up to twelve (12) workweeks.

15.6.4.1 Parental leave is defined as leave for reason of the birth of a child of the employee, or the placement of a child of an employee in connection with the adoption or foster care of the child by the employee.

15.6.4.2 Eligibility: Faculty members whose initial date of hire is at least 12 months prior to taking parental/child bonding leave are eligible. Faculty members are not required to have worked a minimum of 1,250 hours in the 12 months prior to the leave in order to be eligible for paid parental/child bonding leave.

15.6.4.3 Faculty members shall be entitled to utilize all accumulated sick leave for the purposes of parental/child bonding leave. When a unit member has exhausted all available illness and injury leave, including all accumulated illness and injury leave, and continues to be absent from member's duties on account of parental leave the amount deducted from the unit member's salary for any of the remaining portion of the 12-workweek parental leave shall be the amount actually paid a substitute employee to fill the position during the leave, or, if no substitute is employed, the amount deducted from the faculty member's salary shall be an amount equal to the number of student contact hours multiplied by Step 1 of the Part-Time Hourly Credit Salary Schedule or fifty percent (50%) of the employee's regular salary, whichever is less.

15.6.4.4 For purposes of this Article all of the following apply:

15.6.4.4.1 The 12-workweek period shall be reduced by any period of illness and injury leave, including accumulated illness and injury leave, taken during a period of parental leave.

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15.6.4.4.2 An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period.

15.6.4.4.3 Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed twelve (12) workweeks in a 12-month period.

15.6.4.4.4 Parental/child-bonding leave under this section must be taken within twelve (12) months of the date of birth/placement of the child. This time off does not have to be taken consecutively.

15.6.4.4.5 Where both parents of the child for whom leave is taken are employed by the District, any amount of parental/child bonding leave taken by one parent shall not diminish the twelve (12) workweeks of parental leave to which the parent may be entitled.

15.6.5 **CHILD-RELATED ACTIVITIES LEAVE**

Labor Code section 230.8 provides for an employee to take off up to forty (40) hours per year for “child-related” activities if the employee is a parent of one or more children of the age to attend kindergarten, grades 1 to 12, or a licensed child care provider. Child-related activities are defined as follows:

15.6.5.1 To find, enroll, or reenroll employee’s child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of employee’s child, if the employee, prior to taking the time off, gives reasonable notice to the employer of the planned absence of the employee. Time off pursuant to this Article shall not exceed eight (8) hours in any calendar month of the year.

15.6.5.2 To address a child care provider or school emergency, if the employee gives notice to the employer. Emergency for the purposes of this Article is defined as the school or child care provider having requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider:

A. Behavioral or discipline problems;
B. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; and
C. A natural disaster, including, but not limited to, fire, earthquake, or flood.

15.6.5.3 If more than one parent of a child is employed by the District at the same

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worksite, the entitlement under Article 15.6.5 of a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the employer, such that another parent may take a planned absence simultaneously as to that same child under the conditions described in Articles 15.6.5.1 and 15.6.5.2 only if employee obtains the employer's approval for the requested time off.

15.6.5.4 "Parent" is defined to include a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child.

15.6.5.5 Except for the need to address a child care provider or school emergency, the use of such leave is limited to eight (8) hours per month.

15.6.5.6 Unit members may use Personal Necessity Leave as defined by Article 15.5 or unpaid leave for Child-Related Activities Leave.

15.6.5.7 Unit members must provide reasonable notice to District of the need for such child-related activities leave. Additionally, if requested by the District, the unit member shall provide documentation from the school or licensed child care provider as proof that he or she engaged in child-related activities permitted in subdivision (a) on a specific date and at a particular time. For purposes of this Article subdivision, "documentation" means whatever written verification of parental participation the school or licensed child care provider deems appropriate and reasonable.

15.7 INDUSTRIAL ACCIDENT LEAVE

15.7.1 Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal injury which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.

15.7.2 Such leave shall not exceed sixty (60) days during which the schools of the District are 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 industrial accident.

15.7.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

15.7.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the Self-Funded Workers' Compensation Insurance Fund which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.

If the unit member fails to endorse to the District any wage loss disability indemnity

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check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

15.7.5 When the sixty (60) days of industrial accident and illness leave has been exhausted, entitlement to other personal illness and injury leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available personal illness or injury leave, or other available leave which, when added to the workers' compensation award, provide for the employee's full day's wage or salary.

15.8 BEREAVEMENT LEAVE

15.8.1 A unit member shall be entitled to a maximum of five (5) (consecutive or non-consecutive) workdays of paid leave of absence without loss of salary, on account of the death of their immediate family. See Article 15.2 for definition of immediate family.

15.8.2 A unit member shall be entitled to up to one (1) day of bereavement leave upon the death of a close relative or in-law to attend the funeral of someone other than those defined as immediate family. See Article 15.2 for definition of immediate family member.

15.8.3 Use of this leave shall be taken within three (3) months from the date of the death of the family member, and need not be taken consecutively.

15.8.4 Verification

Within thirty (30) days of a request by the District, the faculty member may be required to provide documentation of the death of the immediate family member. Documentation includes death certificate, a published obituary, or written certification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

15.8.5 The leave described in Section 15.8 above shall be available to unit members that experience a reproductive loss (as defined in Govt. Code § 12945.6, including but not limited to miscarriage, stillbirth or a failed adoption by the unit member or partner). The District shall maintain the confidentiality of the request and purpose of the leave, except as necessary to affect the purpose of the leave.

15.9 JUDICIAL EAVE

15.9.1 Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. If possible, the unit member shall submit a written request for an approved absence no less than ten (10) workdays prior to the beginning date of the leave or appearance as a witness.

15.9.2 The unit member, while serving jury duty, will receive regular earnings from the District and must endorse to the District any stipend received for jury service.

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If the unit member fails to endorse to the District any stipend received for jury service, the District shall deduct from the unit member's salary warrant the amount of such stipend actually paid to and retained by the unit member.

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ARTICLE 16 – PART-TIME, HOURLY UNIT MEMBER EVALUATIONS

16.1 The primary purpose of the evaluation process is to improve instruction and provide part-time, hourly faculty members (hereinafter part-time faculty member) with the opportunity for professional growth and development. Involvement in the evaluation process is a crucial element of the teaching, counseling, and librarian professions, and it should foster collegial relationships within the department/division. The process affords members an evaluative basis and may be considered as one factor in determining future employment as a part-time faculty member.

16.2 Evaluation of part-time faculty members is an administrative function of the Office of Academic Affairs. Faculty members conducting evaluations do so as part of their administrative assignments as program coordinators and/or healthcare program directors.

16.3 Each part-time faculty member will be evaluated in at least one class or counseling or librarian service during each academic year of employment until being placed on the Rehire List as described in Article 17 and every three academic years thereafter, whether or not the part-time faculty member was continuously employed during those three years. If an evaluation indicates a need for improvement, another evaluation will be conducted during the same or subsequent semester by a different evaluator chosen by the unit member from among the division dean or a regular tenured faculty member in the same department, or, if needed, a regular tenured faculty member in the same division. During the intervening time, attempts will be made to assist the part-time faculty member in addressing areas suggested for improvement.

16.4 An evaluation will consist of the following as outlined in the Part-Time Faculty Evaluation Process Guidelines, which is available on the Office of Academic Affairs website:

16.4.1 Classroom observation for instructors or observation of counseling or librarian service for counselors or librarians; and

16.4.2 Student evaluations

16.5 Diversity, Equity, Inclusion, and Accessibility ("DEIA")

16.5.1 Consistent with Title 5, section 53425, the faculty evaluation will require evidence of proficiency, or progress toward, proficiency in diversity, equity, inclusion, and accessibility DEIA-related competencies that enable work with diverse communities.

16.5.2 Evaluators will also assess if/to what degree the faculty member:

- Provides students the opportunity to engage with the material in a variety of ways.
- Demonstrates awareness and sensitivity in working with students of diverse backgrounds and is responsive to the educational needs and perspectives of those students.

16.6 Nothing in this Article shall limit the authority of the District to release a part-time faculty member under the authority of Education Code 87665.

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ARTICLE 17 – PART-TIME FACULTY REHIRE RIGHTS

Napa Valley College recognizes the essential role of part-time faculty. The objective of this article is to institute guidelines designed to provide reasonable continuity, protection, and predictability to both unit members and the District relative to the on-going process of making unit member assignments.

17.1 To facilitate the part-time, unit member rehire list process, the District shall maintain a rehire list of all part-time faculty who were employed by Napa Valley Community College District (NVCCD) for four out of six semesters (fall/spring, beginning in the fall of 2018) with satisfactory service as determined by the following criteria:

A Courses previously and/or currently taught by part-time faculty member
B. Evaluations beginning in fall semester of 2018
C. Skills related to courses offered, counseling service hours, or librarian hours in a specific department
D. Adherence to District policies and procedures
E. Timely completion of learning outcomes assessments as assigned

17.2 Rehire List Procedure:

17.2.1 The evaluation process for rehire list placement shall begin in the fall semester of 2018.

17.2.2 The evaluation shall be completed by the dean in coordination with the program/department coordinator, healthcare program director, or voluntary designee.

17.2.3 No fewer than one (1) student evaluation and one (1) classroom observation for instructors or observation of counseling or librarian service for counselors or librarians conducted by a faculty peer shall be completed per academic year prior to inclusion on the list. The lack of an evaluation will be the equivalent of a positive evaluation. The District may choose to conduct a simultaneous administrative evaluation.

17.2.4 Beginning in the fall of 2020, part-time faculty who have taught for four of the last six semesters (fall/spring, beginning in the fall of 2018) shall be placed on a discipline- specific rehire list of part-time faculty.

17.4.5 The Office of Academic Affairs shall maintain a current discipline-specific rehire list of part-time faculty. The faculty member's placement on the rehire list will be determined by date of hire and courses taught and/or relevant counseling or librarian work history. Date of hire for this purpose is defined as the first day of the first semester the faculty member taught a course or performed counseling or librarian duties under an approved Notice of Assignment for NVCCD.

17.4.6 After inclusion on the rehire list, student evaluations and classroom observations shall be completed at least every three academic years thereafter.

17.3 Part-time faculty who have been placed on the rehire list based on the above criteria shall have first right of refusal for no less than one (1) class assignment(s) they have previously

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taught at NVCCD in the previous six semesters and for which they have received positive evaluations and will be contingent on assignment availability.

17.4 Part-time faculty shall have the right to refuse an assignment for one (1) semester only. Refusal of a second (2nd) assignment may result in the faculty member's removal from the rehire list.

The part-time faculty member may apply for “leave” for something that is comparable to those defined in the Family Medical Leave Act (FMLA) such as birth, adoption or placement of a foster child; to care for a seriously ill family member or domestic partner; or medical leave for the serious illness of the faculty member.

17.5 If two or more part-time faculty members within the same discipline possess the same hire date, they shall have their rehire standing determined by lot.

17.6 Part-time faculty members may be removed from the rehire list if the part-time faculty evaluation process concludes with a "needs improvement" or "unsatisfactory" rating based upon classroom observation, student evaluation and/or administrative evaluation.

17.7 The rehire lists for each department/division will be kept in the division offices. Each unit member shall have access to view the rehire list for their specific department(s)/discipline(s).

17.8 Special Situations:

17.8.1 Part-time faculty who serve as full-time leave replacements shall continue to accrue rehire rights under this Article.

17.8.2 Napa Valley College Union of Classified Professionals (NVC-UCP) unit members employed by the District shall accrue rehire rights and shall be placed upon the rehire list based on the criteria detailed in Article 17.2.

17.8.3 Part-time faculty teaching at a high school but not paid by the District shall not accrue rehire rights under this Article.

17.9 Teaching by Management and Other Non-Unit Members

17.9.1 Management is defined as deans and other administrators employed by the District. Other Non-Unit Members are defined as all other non-unit members who are also not NVC-UCP unit members employed by the District.

17.9.2 Management and Other Non-Unit Members cannot accrue rehire rights under this Article.

17.9.3 Management and Other Non-Unit Members may only teach a class under one of the following conditions:

A. There is no part-time faculty unit member qualified and willing to teach the class.
B. All part-time faculty rehire list procedures have been followed, all part-time faculty who have achieved rehire rights for the class have been offered the

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class assignment and refused, and a class remains unstaffed.

17.10 Nothing in this Article shall limited the authority of the District to release a part-time faculty member under the authority of Education Code section 87665.

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ARTICLE 18 – DISTANCE EDUCATION

18.1 DISTANCE EDUCATION INSTRUCTION

18.1.1 Distance education is defined as instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology. Any class which combines some percentage of in-person instruction and online instruction is considered a hybrid course/section/session.

18.1.2 Distance education, including hybrid, courses will be weighted the same as the equivalent traditionally offered class.

18.1.3 Distance education, including hybrid, courses will be capped at the same level as the traditionally taught equivalent course. Enrollment caps may be adjusted upon mutual agreement between the Assistant Superintendent/Vice President of Academic Affairs, the dean, and the faculty member, taking into consideration the discipline and the method of instruction.

18.1.4 The District may cover the costs related to training of participants through staff development funds or other sources.

18.1.5 The District will provide technical support for the class and the instructor.

18.1.6 The number of online office hours for full-time faculty members shall be proportional to the percentage of distance education courses taught as part of load. Part-time faculty members who teach any of the courses identified in Article 13.7 in a distance education format may offer the approved office hour(s) online.

18.2 DISTANCE EDUCATION TRAINING

18.2.1 Certification: Prior to their first distance education assignment, instructors shall complete training and clearance.

18.2.2 Training:

18.2.2.1 Training shall include, at a minimum, online teaching methods, guidelines for regular and substantive interaction, culturally relevant practices, standards for accessibility, and other best practices as developed by the Academic Senate.

18.2.2.2 Successful completion of a distance education training program from another community college, university, or agency may be accepted as evidence of meeting certification or recertification requirements if the appropriate Academic Senate committee and the College's DE staff have determined that the training is consistent with District standards and equivalent to the training provided by the District.

18.3 All requirements for distance education also apply to adjunct faculty.

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ARTICLE 19 - REGULAR/CONTRACT FACULTY SERVICE AREAS

19.1 The purpose of faculty service areas is to provide an orderly, consistent approach to identifying a regular/contract faculty member's seniority bumping rights in the event of a reduction in force.

19.2 California Education Code Section 87743.1 defines Faculty Service Areas (FSA) as a "service or instructional subject area or group of related services or instructional service areas performed by faculty and established by a community college district."

19.3 The District and the Association hereby establish one faculty service area known as the Napa Valley Community College District. In the event of a reduction in force, a faculty member shall be eligible to provide any service in the FSA in which the faculty member has met both the minimum qualifications and the District competency standards described in Articles 19.4 and 19.5 below.

19.4 The minimum qualifications for providing any service in the FSA shall be one of the following:

19.4.1 Those established by the California Community College Board of Governors; or

19.4.2 Equivalency adopted by the District; or

19.4.3 Valid California credential authorizing the particular service at the community college level.

19.5 The competency standard for providing any service in the FSA shall be <u>one</u> of the following:

19.5.1 Minimum qualifications established by the California Community College Board of Governors;

19.5.1.1 Individuals meeting minimum qualifications solely by virtue of one or more of the following credentials must also meet the requirements of 19.5.3.

General Junior College Diploma
General Secondary
Standard Designated Subjects
Standard Junior College Diploma
Standard Secondary

19.5.2 Equivalency adopted by the District.

19.5.3 Experience in the FSA providing the particular service at Napa Valley College for a minimum of twenty (20) percent of a full-time semester credit load or its equivalent in paid status, while under contract as a probationary or tenured academic employee of the District.

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ARTICLE 20 - PERSONNEL FILES

20.1 For each unit member, there shall be one personnel file which shall be located in the Office of Human Resources, Training & Development. Each unit member shall have full access to unit member's file and may obtain copies of materials for cost of duplication. Also the College President and designee, and the unit member's immediate supervisor shall have full access to personnel files. Representatives of the Association shall have access to said file with the unit member's written authorization. The information and contents of a unit member's personnel file may not be released to anyone else without the unit member's express prior written consent.

20.2 Reviewable material shall not include confidential ratings, reports, or records obtained by a College search committee formed in accordance with College Policy to review applicants for vacancies.

20.3 Information of a derogatory nature, except material mentioned in Article 20.2 above, shall not be entered or filed in the unit member's personnel file until the unit member is given written notice of such material. A unit member shall have the right to review and to have attached unit member's comments relative to the contents of unit member's respective personnel file or supporting material. A unit member who alleges that information in unit member's file is false or erroneous shall have the right to request that the offensive material be removed. If the President or President's designee refuses this request, the unit member shall have the right to file a grievance for the purpose of determining whether the information is false or erroneous and should be rectified or expunged.

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ARTICLE 21 – REGULAR FACULTY RETRAINING

21.1 If the District determines it is necessary to reduce or eliminate an educational program as defined in 55000 (b), Title 5 in which a regular (tenured) faculty member (employee) is working, the District will implement the following language:

21.1.1 When the District determines a program will be reduced or eliminated, impacted regular faculty will have the following options: resignation, retirement, or retraining. It is possible that incentives may be added to the resignation and retirement options.

21.1.2 Notification: No later than October 31 of any academic year, the District shall provide notification to affected employees and the Association of programs according to Title 5 which are to be eliminated or reduced in the next academic year and which necessitate the layoff of tenured faculty.

21.1.3 The Superintendent/President and Assistant Superintendent/Vice President, Academic Affairs will meet to identify discipline areas of need. The District will notify affected employees and the Association what disciplines are available as retraining possibilities.

21.1.4 Opportunities for retraining leave of up to a maximum of two years will be made available to employees being considered under this Article. The Assistant Superintendent/Vice President, Academic Affairs, appropriate division chair(s)/dean(s), and employee will propose the retraining goals and the courses of study or training activities to be undertaken to achieve those goals. The recommended retraining plan shall be forwarded to the Superintendent/President for consideration. The Superintendent/President will notify the employee and the Assistant Superintendent/Vice President, Academic Affairs of any modifications before submitting to the Board of Trustees. Prior to submission of the proposal by the Superintendent/ President to the Board of Trustees, the affected employee may choose to elect a different option than retraining. See Article 21.1.1.

21.1.5 The District will support the retraining plan by providing paid leave as approved in Article 21.1.4 and in accordance with the terms outlined in Article 21.1.8. All costs related to the training (tuition, books, fees, transportation, etc.) shall be paid by the employee.

21.1.6 Employee will retain faculty standing while retraining. Faculty salary placement and step advancement guidelines will apply during the retraining period. Seniority will continue to accrue if the retraining period is paid.

21.1.7 If the District provides paid leave for retraining, the employee shall post a performance bond prior to the retraining and shall agree to a continuing service commitment with the District based on the following scale:

Paid Retraining Leave	Required Continuing Services After Completion of Training
Semester @ 100% pay	1 year
Semesters @ 80% pay	2 years

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Semesters @ 60% pay	3 years
Semesters @ 50% pay	3 years

21.1.8 For a retraining leave of more than one semester, the Assistant Superintendent/Vice President, Academic Affairs or designee shall meet with the employee or shall review documents (e.g., official transcripts, or verification of specialized training) at the end of each semester to verify satisfactory progress towards completion of the goals as stated in the retraining plan. With satisfactory progress, the contract shall be continued. An employee participating in the retraining program will be required to post a performance bond covering the District's projected costs of the paid leave provided.

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ARTICLE 22 – REGULAR/CONTRACT FACULTY RESIGNATIONS

22.1 A regular/contract unit member shall have two working days to withdraw a resignation without prejudice.

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ARTICLE 23 – PUBLIC CHARGES

The Administration shall notify a unit member of any complaints filed by a non-student (complainant) within seven (7) working days of such complaint if the matter is considered serious enough to warrant further review. Complaints must be filled within sixty (60) days of when the non-student knew or reasonably should have known of the alleged conduct by the faculty member. All such complaints are forwarded to the assistant superintendent/vice president of the unit member's assignments.

All complaints shall be processed through the applicable Board Policies and Administrative Procedures which include:

- BP/AP 3420 Equal Employment Opportunity
- AP 3435 Discrimination & Harassment Complaints & Investigations
- AP 5530 Student Rights and Grievances

23.1 Complaints that are not determined to merit further review need not be reported to a unit member.

23.2 If the complaint is considered important enough to require further review and if action on the complaint cannot be taken by administration without disclosing the identity of the complainant, efforts will be made to schedule a meeting between the complainant, the unit member, and administration.

23.3 Except as noted in 22.4, until such time as the complainant agrees to participate in a meeting with the administration and the unit member, the complaint may not be entered into the unit member's personnel file.

23.4 If the Administration can verify the initial complaint through a fact-finding process without the participation of the original complainant, then the original complaint, along with the verification, may be placed in the personnel file.

23.5 No adverse action affecting a unit member's employment status may take place until notification is provided as set forth in this procedure.

23.6 The unit member is entitled to union representation during all parts of this process.

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ARTICLE 24 - REGULAR/CONTRACT FACULTY DISCIPLINE PROVISIONS

24.1 A regular/contract unit member may be suspended for cause for up to fifteen (15) workdays without pay pursuant to the terms of this Article. Except in exigent circumstances, discipline will occur according to principles of progressive discipline which include: a verbal warning to unit member for a first violation of this Article; written notice to unit member of a second violation of this Article with specification of required alternative behavior and placement of the written notice in the unit member's personnel file; a third similar violation of this Article by unit member would result in disciplinary action as outlined in this Article.

Short-term suspensions of less than sixteen (16) workdays shall be subject to the grievance procedures and binding arbitration as provided for in Article 24. Dismissal and long-term suspension in excess of fifteen (15) workdays shall be in accordance with the Education Code. Any proposed discipline of a bargaining unit member under this Article shall be preceded by written notice of the right to appeal said action by filing a grievance as provided in Article 24, Grievance Procedures of this Agreement.

24.1.1 "Cause" means those grounds for discipline enumerated in statutes, regulations, District ` policies, and rules which may include:

24.1.1.1 Unauthorized or excessive absence from work

24.1.1.2 Abuse of sick leave

24.1.1.3 Possession and use of controlled substances on the job, or reporting for work while under the influence of controlled substances. Possession and proper use of drugs prescribed by a licensed physician or psychiatrist are not prohibited

24.1.1.4 Abusive, threatening, or harassing conduct or language toward other employees, students, or the public when on duty

24.1.1.5 Dishonesty

24.1.1.6 Drinking alcoholic beverages on the job or reporting for work while under the influence of alcohol

24.1.1.7 Willfully falsifying any information supplied to the District on application forms, employment records, or any other District records

24.1.1.8 Incompetence, negligence, or unsatisfactory performance of duties.

24.1.2 The Chief Human Resources Officer or designee shall notify the unit member in writing, concurrently with notification to the Association of any contemplated disciplinary action. The notice shall contain a specific statement of the act(s) or infraction(s) upon which the disciplinary action is based, the proposed disciplinary action to be taken by the District, and a statement of the rules, regulations, policies, or statutes which the unit member is alleged to have violated. A unit member shall not be disciplined for any violation of the rules, regulations, policies, or statutes of which the employee has not been apprised. Following notification, violations of

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contract provisions are not excused because of lack of unit member knowledge. Except as may be required by law, all information or proceedings regarding any such actual or proposed disciplinary action shall be kept confidential by the District.

24.1.3 Immediate suspension may be made for those reasons specified in Education Code Section 87735 and 87736.

24.1.4 This Article shall not reduce the rights of regular bargaining unit members contained in Education Code Sections 87732 and 87683.

24.1.5 Upon request of the employee, the employee may be represented at any stage of the discipline procedure by a representative of the Association or an individual of the employee's choice. Such individual representative shall not be an agent or representative of another employee organization. The Association shall have the right to be present at each stage of the discipline procedure.

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ARTICLE 25 - GRIEVANCE PROCEDURE

This grievance procedure is intended to provide a fair, consistent, and expeditious process for resolving contractual differences in an acceptable manner for all parties. The parties to this agreement realize these differences of opinion can be disruptive to the efficient operation of the District and unsettling to the employee.

Supervisors are encouraged to fully inform employees of the reasons for their decisions and to listen and respond to employee questions about their decisions. The parties are encouraged to resolve their differences prior to the need for a formal grievance. Employees are encouraged to use the grievance procedures rather than let issues fester and grow larger.
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In the course of the formal grievance procedure all parties will make a concerted "good-faith effort" to resolve the differences at the earliest possible step in the procedure.

25.1 DEFINITIONS

25.1.1 A "grievance" is a formal written allegation by a member of the bargaining unit, including the Association, who has been adversely affected by an alleged violation of the specific provisions of this Agreement. An Association representative and/or the Chief Human Resources Officer may be consulted to determine if the unit member's issue is a grievance or other matter.

25.1.2 A "grievant" is any unit member of the Association adversely affected by an alleged violation of the specific provisions of this Agreement. Unless the Association is grieving Article 1, Recognition; Article 10, Payroll Deductions; or the Organizational Security provisions of this Agreement, the Association shall name a grievant for each grievance filed.

25.1.3 A "workday," for the purpose of this Article, is a day in which the central office of the District is open for business.

25.1.4 The "immediate supervisor" is the lowest level administrator who has been designated to address grievances and who has authority over the grievant.

25.2 GENERAL PROVISIONS

25.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.

25.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant.

25.2.3 No party to a grievance shall take any reprisals against the other party to the grievance.

25.2.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the District may extend any time deadline by mutual agreement. Any extension that is granted at any point in the process shall be applied to all

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subsequent time lines.

25.2.5 If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties for a reasonable amount of time without loss of pay.

25.2.6 Any unit member may at any time present grievances to the District and have such grievances adjusted as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement, provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

25.2.7 Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association or an individual of the grievant's choice. Such individual representative shall not be an agent or representative of another employee organization. The Association shall have the right to be present at each stage of the grievance procedure.

25.3 PROCEDURE

Grievances will be processed in accordance with the following procedures:

25.3.1 Level I -- Informal Resolution

Any unit member who believes unit member has a grievance shall present the grievance orally to the immediate supervisor within fifteen (15) workdays after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall have ten (10) workdays after the presentation of the grievance to attempt to informally resolve the grievance and shall so inform the grievant. At this level an Association representative and the Chief Human Resources Officer may be asked to attend the informal meetings.

25.3.2 Level II -- Formal Written Grievance

25.3.2.1 If the grievance is not resolved at Level I to the satisfaction of the grievant, the grievant shall have five (5) workdays to present the grievance in writing on the appropriate form to the immediate supervisor. The written information shall include: a) a description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; b) a listing of the provisions of this Agreement which are alleged to have been violated; c) a listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and d) a listing of specific actions requested of the District which will remedy the grievance.

25.3.2.2 The immediate supervisor shall communicate the decision to the grievant in writing within ten (10) workdays after receiving the formal, written grievance. If the immediate supervisor does not respond within

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the time limits, the grievant may appeal to the next level.

25.3.2.3 Within the above time limits, either party may request a conference with the other party/parties.

25.3.3 **Level III -- Appeal to the Assistant Superintendent/Vice President**

25.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the appropriate form to the appropriate assistant superintendent/vice president within ten (10) workdays of the receipt of the decision at Level II. If the grievant reports directly to the assistant superintendent/vice president, the grievant may skip Level III and proceed directly to Level IV. A Level III grievance shall include a copy of the original grievance and an appeal, and a clear, concise statement of the reasons for the appeal.

25.3.3.2 The assistant superintendent/vice president shall communicate the decision to the grievant within ten (10) workdays. If the assistant superintendent/vice president does not respond within the time limits provided, the grievant may appeal to the next level.

25.3.4 **Level IV -- Appeal to the Superintendent/President**

25.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may appeal the decision on the appropriate form to the Superintendent/President within ten (10) workdays of the receipt of the decision at Level III. A Level IV grievance shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the subsequent appeal.

25.3.4.2 The Superintendent/President shall communicate the decision to the grievant within ten (10) workdays. If the Superintendent/President does not respond within the time limits provided, the grievant may appeal to the next level.

25.3.5 **Level V -- Binding Arbitration**

25.3.5.1 If the grievant is not satisfied with the decision at Level IV, the grievant may submit a request in writing to the Association for arbitration of the dispute within ten (10) workdays of the receipt of the decision. Within twenty (20) workdays of the grievant's receipt of the decision at Level IV, the Association shall inform the District of its intent to arbitrate the grievance. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five names of persons experienced in hearing grievances in community colleges. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

25.3.5.2 If either the District or the Association so requests, a separate arbitrator

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shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitration has been decided. The process to be used in selecting an arbitrator shall be as set forth in Article 25.3.5.1.

25.3.5.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to arbitrator. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

25.3.5.4 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the Administration to act in a manner prohibited by law.

25.3.5.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties arbitrator's findings and award.

25.3.5.6 The award of the arbitrator shall be final and binding.

25.3.5.7 The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator requests a court reporter, the costs shall be shared by both parties.

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ARTICLE 26 - ORGANIZATIONAL SECURITY

DEFINITIONS

Regular/Contract Faculty: Tenured and Tenure-Track Faculty

Part-time, Hourly Unit Members: Part-time, Hourly Credit Instructors who are paid on payslip by the Office of Human Resources, Training & Development and who are currently teaching, and who have taught three of the last five semesters at Napa Valley College.

Association Member: A regular/contract faculty member or a part-time, hourly unit member who pays the established fees of NVCFA/CCA/CTA/NEA.

26.1 The Association will supply the District with an information packet for all new faculty, which will include a CCA/CTA/NEA membership enrollment form. The District shall furnish a copy of this information packet to all new faculty members at the time of initial employment.

26.2 The Association shall inform the District of the amount of dues to be deducted from each unit member's monthly gross income and the District shall deduct such amounts. Deductions shall continue from year to year until the Association informs the District otherwise.

26.3 The Association is responsible for all required notifications to employees of their obligations under this Article and resolution of all employee disputes related to their obligations, including all costs related to such notifications and resolutions.

26.4 The District agrees to remit, as soon as possible after each pay period, such membership dues deducted pursuant to the Association's authorization.

26.5 The Association shall indemnify the District against any and all liabilities, claims, or actions which may be brought against said District or the District Board of Trustees individually or collectively, its officers, employees and agents, for any claims made by the employee for deductions made in reliance on information provided by the Association to the District to cancel or change membership dues authorization, including reimbursement for all costs, expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings arising out of and in connection with this Article.

26.6 The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

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ARTICLE 27 – REDUCED WORKLOAD PROGRAM

Eligible faculty members may reduce their workloads from full-time to part-time and shall receive the retirement service credit they would have received if they were employed on a full-time basis, and have their retirement allowance, as well as any other statutory benefits to which they are entitled, as set forth below.

27.1 CalSTRS Participants:

27.1.1 Faculty members participating in CalSTRS may reduce their workloads up to 50% from full-time to part-time (faculty must maintain a workload of at least 50% while still maintaining other contractual obligations) if they meet the following criteria:

- Be 55 or older prior to the start of the first academic year in which the workload is reduced.
- Have completed at least ten (10) years of prior credited service under the STRS Defined Benefits program with the District.
- Have been employed in a full-time faculty position to perform creditable service under the STRS Defined Benefits program continuously, including sabbaticals and other approved leaves of absence, for each of the five (5) academic years immediately preceding the first year in which the member's workload is reduced, without a break in service.

  Reassigned time may be used to satisfy part, or all, of the workload requirement.

  All other duties (committee work, flex days, etc.) shall be commensurate with the percentage of the load the unit member is taking during that academic year.

27.1.2 Faculty shall receive the retirement service credit they would have received if they were employed on a full-time basis (100% load). Their retirement allowance, as well as any other benefits they are entitled to under the State Teachers Retirement System (STRS), shall be based upon the salary they would have received if employed on a full-time basis. In addition, the faculty member will continue to receive the same health benefits as a full-time employee. The maximum duration for this reduction program for any individual faculty member is ten (10) years.

27.1.3 Reduced workloads under this Article shall be in accordance with Education Code Section 87483 and Government Code Section 22713, and subject to the requirements of the CalSTRS guidelines and application. Should the most recent CalSTRS guidelines/application and this contract language conflict, the most current CalSTRS guidelines and application shall prevail as the authority. Should the applicable authority or CalSTRS guidelines change, this article will immediately be reopened for negotiations over any impacts and effects.

27.2 CalPERS Participants:

27.2.1 Faculty members participating in CalPERS may reduce their workloads in accordance with Education Code Section 87483 and Government Code Section

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20900, and subject to the CalPERS Guidelines (p. 65) and application.

27.2.2 Should the most recent CalPERS guidelines/application and this contract language conflict, the most current CalPERS guidelines and application shall prevail as the authority. Should the applicable authority or CalPERS guidelines change, this article will immediately be reopened for negotiations over any impacts and effects.

27.3 To ensure timely processing, Faculty are encouraged to submit their intent to participate in the reduced workload program by April 1st.

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ARTICLE 28 – TERM AND REOPENERS

28.1 This agreement shall become effective on July 1, 2024, and shall continue in full force and effect up to and including June 30, 2027.

28.2 Both the college and association agree to reopen Article 6 Regular/Contract Faculty Hours of Employment in the 2025-2026 school year to apply to the 2026-2027 academic year. Both NVCCD and NVCFA agree to form a work group that will start meeting in December of 2025 and will meet twice a month through March of 2026 with the intention of coming to an agreement on the language by April 1, 2026. The workgroup will be composed of members of both NVCCD and NVCFA appointed by each side.

For the Napa Valley College

Signed by:
Dr. Gayle Pitman
3E12059D19EE44B...
Dr. Gayle Pitman
Superintendent/President

Faculty Association/CCA/CTA/NEA

DocuSigned by:
John Kincheloe
0CC712F1F2CD422...
John B. Kincheloe
President, NVC Faculty Association

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APPENDIX A

NAPA VALLEY COMMUNITY COLLEGE DISTRICT
REGULAR/CONTRACT FACULTY SALARY SCHEDULE
2025-2026

Includes 3% retroactive to 7/1/2025

STEP	ANNUAL SALARY
1	$69,034
2	$73,106
3	$77,239
4	$81,410
5	$85,603
6	$89,798
7	$93,972
8	$98,110
9	$102,180
10	$106,164
11	$110,041
12	$113,783
13	$117,365
14	$120,769
15	$123,970
16	$126,944
Longevity Increment 1	$2,854
Longevity Increment 2	$4,518

ANNUAL STIPENDS	
Extended Vocational Nursing Coordinator	$2,571
Head Coach	$13,165
Program/Department Coordinators*	See Page 2
Psychiatric Technician Accelerated Program at Napa State Hospital Coordinator	$9,271

DISTRICT HEALTH & WELFARE BENEFIT CONTRIBUTIONS	EFFECTIVE 12/1/2025
Single	$1,112.90/month
Two party	$1,112.90/month
Family	$1,112.90/month

*Program/Department Coordinator assignments may include a reassigned time option in lieu of annual stipend as described in Article 8.9.5 of the NVCCD/Faculty Association/CTA/CCA/NEA Agreement and MOU signed by the District and Faculty Association.

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NAPA VALLEY COMMUNITY COLLEGE DISTRICT
CONTRACT/REGULAR FACULTY SALARY SCHEDULE
2025-2026
PROGRAM/DEPARTMENT COORDINATOR STIPENDS*

Includes 3% retroactive to 7/1/2025

PROGRAM/DEPARTMENT	ANNUAL STIPEND
Administration of Justice (ADMJ)	$6,181
Anthropology (ANTH)	6,181
Biology (BIOL)	15,452
Business (ACCT, BUSI)	12,362
Chemistry (CHEM)	12,362
Child and Family Studies and Education (CFS, EDUC, LGBT)	12,362
Communication Studies (SPCOM)	12,362
Computer Studies (COMS)	6,181
Counseling (COUN)	6,181
Digital Design and Graphics Technology (DDGT)	6,181
Dramatic Arts (FILM, THEA)	6,181
Earth Sciences (EART, ENVS, GEOG, GEOL)	6,181
Economics/Political Science (ECON, POLI)	6,181
Engineering (ENGI)	6,181
English (ENGL)	18,543
ESL (ESL & CDCP Noncredit ESL)	6,181
History (HIST)	6,181
Hospitality, Culinary & Tourism Management (HCTM)	6,181
Human Services and Addiction Studies (HSRV, ADS)	6,181
Humanities/Philosophy (ETHS, HUMA, PHIL)	6,181
Kinesiology/Dance (DANS, HELH, KINE)	12,362
Machine Tool Technology (MACH)	6,181
Math (MATH)	18,543
Modern Languages (ASL, FREN, ITAL, JAPN, SPAN)	12,362
Music (MUSI)	6,181
Physics/Astronomy (PHYS, ASTR)	6,181
Psychology (PSYC)	12,362
Sociology (SOCI)	6,181
Visual Arts (ARTH, ARTS, DART, Gallery, PHOT)	15,452
Viticulture and Winery Technology (VWT)	12,362
Welding Technology (WELD)	6,181

*Per NVCCD/Faculty Association Agreements, program/department coordinators may request reassigned time in lieu of annual stipend as described in Article 8.9.5, with the exception that program/department coordinator assignments for less than twenty percent (20%) must be taken as stipend unless reassigned time is needed to meet faculty load requirements as determined by area dean in consultation with Assistant Superintendent/Vice President, Academic Affairs.

OHRTD 4/13/2026

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NAPA VALLEY COMMUNITY COLLEGE DISTRICT
REGULAR/CONTRACT FACULTY SALARY SCHEDULE
2026-2027
Includes 3% increase

STEP	ANNUAL SALARY
1	$71,105
2	$75,299
3	$79,556
4	$83,852
5	$88,171
6	$92,492
7	$96,791
8	$101,053
9	$105,245
10	$109,349
11	$113,342
12	$117,196
13	$120,886
14	$124,392
15	$127,689
16	$130,752
Longevity Increment 1	$2,940
Longevity Increment 2	$4,654

ANNUAL STIPENDS	
Extended Vocational Nursing Coordinator	$2,809
Head Coach	$13,560
Program/Department Coordinators*	See Page 2
Psychiatric Technician Accelerated Program at Napa State Hospital Coordinator	$10,130

DISTRICT HEALTH & WELFARE BENEFIT CONTRIBUTIONS	EFFECTIVE 12/1/2025
Single	$1,168.86/month
Two party	$1,168.86/month
Family	$1,168.86/month

*Program/Department Coordinator assignments may include a reassigned time option in lieu of annual stipend as described in Article 8.9.5 of the NVCCD/Faculty Association/CTA/CCA/NEA Agreement and MOU signed by the District and Faculty Association.

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NAPA VALLEY COMMUNITY COLLEGE DISTRICT
CONTRACT/REGULAR FACULTY SALARY SCHEDULE
2026-2027
PROGRAM/DEPARTMENT COORDINATOR STIPENDS*
Includes 3% increase

PROGRAM/DEPARTMENT	ANNUAL STIPEND
Administration of Justice (ADMJ)	$6,366
Anthropology (ANTH)	$6,366
Biology (BIOL)	$15,916
Business (ACCT, BUSI)	$12,733
Chemistry (CHEM)	$12,733
Child and Family Studies and Education (CFS, EDUC, LGBT)	$12,733
Communication Studies (SPCOM)	$12,733
Computer Studies (COMS)	$6,366
Counseling (COUN)	$6,366
Digital Design and Graphics Technology (DDGT)	$6,366
Dramatic Arts (FILM, THEA)	$6,366
Earth Sciences (EART, ENVS, GEOG, GEOL)	$6,366
Economics/Political Science (ECON, POLI)	$6,366
Engineering (ENGI)	$6,366
English (ENGL)	$19,099
ESL (ESL & CDCP Noncredit ESL)	$6,366
History (HIST)	$6,366
Hospitality, Culinary & Tourism Management (HCTM)	$6,366
Human Services and Addiction Studies (HSRV, ADS)	$6,366
Humanities/Philosophy (ETHS, HUMA, PHIL)	$6,366
Kinesiology/Dance (DANS, HELH, KINE)	$12,733
Machine Tool Technology (MACH)	$6,366
Math (MATH)	$19,099
Modern Languages (ASL, FREN, ITAL, JAPN, SPAN)	$12,733
Music (MUSI)	$6,366
Physics/Astronomy (PHYS, ASTR)	$6,366
Psychology (PSYC)	$12,733
Sociology (SOCI)	$6,366
Visual Arts (ARTH, ARTS, DART, Gallery, PHOT)	$15,916
Viticulture and Winery Technology (VWT)	$12,733
Welding Technology (WELD)	$6,366

*Per NVCCD/Faculty Association Agreements, program/department coordinators may request reassigned time in lieu of annual stipend as described in Article 8.9.5, with the exception that program/department coordinator assignments for less than twenty percent (20%) must be taken as stipend unless reassigned time is needed to meet faculty load requirements as determined by area dean in consultation with Assistant Superintendent/Vice President, Academic Affairs.

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Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule[1]
2025-2026 ACADEMIC YEAR

SCHEDULE 1

(Instructor/Counselor/Librarian Hours)

STEP	HOURLY RATE
1	$79.40
2	82.61
3	85.87
4	89.30
5	92.89
6	96.59
7	100.46

SCHEDULE 2

(Student Consultation Time and Professional Ancillary Activity Extra Pay Assignments[2])

STEP	HOURLY RATE
1	$55.48
2	57.68
3	60.01
4	62.40
5	64.88
6	67.48
7	70.17

[1] ***CDCP Noncredit Faculty applies to noncredit instructors teaching Career Development and College Preparation courses as defined by the Office of Academic Affairs.***

[2] **See Pages 2 & 3 for additional information regarding student consultation time and professional ancillary activity extra pay assignments.**

DHR- 04.15.2026 +3%

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STUDENT CONSULTATION TIME FOR PART-TIME, HOURLY CREDIT AND CDCP NONCREDIT INSTRUCTORS

13.7 WEEKLY STUDENT CONSULTATION TIME FOR PART-TIME HOURLY CREDIT AND CDCP NONCREDIT INSTRUCTORS

13.7.1 Part-time hourly credit instructors teaching ENGL, ESL, or MATH courses will be paid one hour per week per class for student consultation time. Health Occupations instructors with clinical-only assignments paid on an hourly timecard (NOA) are not provided student consultation time.

13.7.2 Part-time, hourly credit and CDCP noncredit instructors teaching courses not addressed in Article 13.7.1, will hold weekly student consultation time to be paid as follows:

Faculty teaching a load of 40% or above are eligible to receive a maximum of seventeen (17) paid hours of student consultation time during the semester.

Faculty teaching a 20% to 39% workload are eligible to receive a maximum of eight and a half (8.5) paid hours of student consultation time during the semester.

13.7.3 Faculty will ensure their scheduled student consultation times (office hours) will be reasonably convenient to their students. Faculty will specify the times, places and modalities allocated for student consultation in class syllabi, subject to approval by the supervisor.

PROFESSIONAL ANCILLARY ACTIVITY EXTRA PAY ASSIGNMENTS

Article 8.9 of the NVCCD/Faculty Association/CTA/CCA/NEA Agreement states the following for regular/contract faculty:

8.9 PROFESSIONAL ANCILLARY ACTIVITY EXTRA PAY ASSIGNMENTS

In addition to a regular/contract faculty member's regular hours of employment/instructional load, additional professional ancillary activities may be assigned by the District administration to unit members as extra pay assignments. These assignments must be approved via the Request for Employee Contract process and reviewed and validated by the Office of Human Resources, Training & Development. Unit members may perform these extra pay assignments after receiving an approved Request for Employee Contract detailing the terms of the extra pay assignment from the Office of Human Resources, Training & Development.

When professional ancillary activities are approved and assigned as noted above, unit members will be paid hourly based on the unit member's current step on the Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule, Schedule 2 under the terms of the approved Request for Employee Contract. Head coach assignments are excluded from this provision as compensation is addressed in Article 8.6.

Professional ancillary extra pay assignments may include, but are not limited the following:

ANCILLARY TYPE

A. Administrative Assignment, which can include, but is not limited to Grant Writing, Implementation and Management; and Program/Project Management
B. Advising Student Organization
C. Not-for-Credit Contract Education
D. Academic Senate assignment outside of regular Academic Senate duties, which can include, but is not limited to Curricular, Instructional Design Institute, and Board Policies/Procedures assignments.
E. Governance
F. Head Coaching
G. Staff Development
H. Student Success Center Facilitator
I. Training/Workshop/Orientation Attendee
J. Training/Workshop/Orientation Trainer/Presenter

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Article 13.13 of the NVCCD/Faculty Association/CTA/CCA/NEA Agreement states:

13.13 PROFESSIONAL ANCILLARY ACTIVITIES FOR PART-TIME, HOURLY FACULTY

13.13.1 Education Code Section 87482.5 provides that service in professional ancillary activities by person employed under this section, including, but not limited to, governance, staff development, grant writing, and advising student organizations, shall not be used for purposes of calculating eligibility for contract or regular status unless otherwise provided for in a collective bargaining agreement applicable to a person employed under this section.

13.13.2 The District and Association agree that non-classified, extra pay assignments given to part-time faculty which are not specifically teaching, counseling, or librarian assignments will be considered professional ancillary activities. These types of professional ancillary assignments include, but are not limited to:

ANCILLARY TYPE

A. Administrative Assignment, which can include, but is not limited to Grant Writing, Implementation and Management; and Program/Project Management
B. Advising Student Organization
C. Not-for-Credit Contract Education
D. Academic Senate assignment outside of part-time, hourly instructor/counselor/librarian duties, which can include, but is not limited to Curricular, Instructional Design Institute, and Board Policies/Procedures assignments.
E. Governance
F. Head Coaching
G. Staff Development
H. Student Success Center Facilitator
I. Training/Workshop/Orientation Attendee
J. Training/Workshop/Orientation Trainer/Presenter

Professional ancillary activities may be assigned by the District administration to part-time and full-time, temporary faculty as extra pay assignments provided the faculty member has an approved Notice of Assignment to serve as a faculty member during the corresponding semester. These assignments must be approved via the Request for Employee Contract process and reviewed and validated by the Office of Human Resources, Training & Development. Faculty members may perform these extra pay assignments after receiving an approved Request for Employee Contract detailing the terms of the extra pay assignment from the Office of Human Resources, Training & Development.

When professional ancillary activity extra pay assignments are approved and assigned as noted above, faculty members will be paid hourly based on the faculty member's current step on the Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule, Schedule 2 under the terms of the approved Request for Employee Contract. Head coach assignments are excluded from this provision as compensation is addressed in Article 13.9.

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Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule[1]
2026-2027 ACADEMIC YEAR

SCHEDULE 1

(Instructor/Counselor/Librarian Hours)

STEP	HOURLY RATE
1	$81.78
2	85.09
3	88.45
4	91.98
5	95.68
6	99.49
7	103.47

SCHEDULE 2

(Student Consultation Time and Professional Ancillary Activity Extra Pay Assignments[2])

STEP	HOURLY RATE
1	$57.14
2	59.41
3	61.81
4	64.27
5	66.83
6	69.50
7	72.28

[1] ***CDCP Noncredit Faculty applies to noncredit instructors teaching Career Development and College Preparation courses as defined by the Office of Academic Affairs.***

[2] **See Pages 2 & 3 for additional information regarding student consultation time and professional ancillary activity extra pay assignments.**

DHR- 04.15.2026 +3%

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STUDENT CONSULTATION TIME FOR PART-TIME, HOURLY CREDIT AND CDCP NONCREDIT INSTRUCTORS

13.7 WEEKLY STUDENT CONSULTATION TIME FOR PART-TIME HOURLY CREDIT AND CDCP NONCREDIT INSTRUCTORS

13.7.1 Part-time hourly credit instructors teaching ENGL, ESL, or MATH courses will be paid one hour per week per class for student consultation time. Health Occupations instructors with clinical-only assignments paid on an hourly timecard (NOA) are not provided student consultation time.

13.7.2 Part-time, hourly credit and CDCP noncredit instructors teaching courses not addressed in Article 13.7.1, will hold weekly student consultation time to be paid as follows:

Faculty teaching a load of 40% or above are eligible to receive a maximum of seventeen (17) paid hours of student consultation time during the semester.

Faculty teaching a 20% to 39% workload are eligible to receive a maximum of eight and a half (8.5) paid hours of student consultation time during the semester.

13.7.3 Faculty will ensure their scheduled student consultation times (office hours) will be reasonably convenient to their students. Faculty will specify the times, places and modalities allocated for student consultation in class syllabi, subject to approval by the supervisor.

PROFESSIONAL ANCILLARY ACTIVITY EXTRA PAY ASSIGNMENTS

Article 8.9 of the NVCCD/Faculty Association/CTA/CCA/NEA Agreement states the following for regular/contract faculty:

8.9 PROFESSIONAL ANCILLARY ACTIVITY EXTRA PAY ASSIGNMENTS

In addition to a regular/contract faculty member's regular hours of employment/instructional load, additional professional ancillary activities may be assigned by the District administration to unit members as extra pay assignments. These assignments must be approved via the Request for Employee Contract process and reviewed and validated by the Office of Human Resources, Training & Development. Unit members may perform these extra pay assignments after receiving an approved Request for Employee Contract detailing the terms of the extra pay assignment from the Office of Human Resources, Training & Development.

When professional ancillary activities are approved and assigned as noted above, unit members will be paid hourly based on the unit member's current step on the Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule, Schedule 2 under the terms of the approved Request for Employee Contract. Head coach assignments are excluded from this provision as compensation is addressed in Article 8.6.

Professional ancillary extra pay assignments may include, but are not limited the following:

ANCILLARY TYPE

A. Administrative Assignment, which can include, but is not limited to Grant Writing, Implementation and Management; and Program/Project Management
B. Advising Student Organization
C. Not-for-Credit Contract Education
D. Academic Senate assignment outside of regular Academic Senate duties, which can include, but is not limited to Curricular, Instructional Design Institute, and Board Policies/Procedures assignments.
E. Governance
F. Head Coaching
G. Staff Development
H. Student Success Center Facilitator
I. Training/Workshop/Orientation Attendee
J. Training/Workshop/Orientation Trainer/Presenter

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Article 13.13 of the NVCCD/Faculty Association/CTA/CCA/NEA Agreement states:

13.13 PROFESSIONAL ANCILLARY ACTIVITIES FOR PART-TIME, HOURLY FACULTY

13.13.1 Education Code Section 87482.5 provides that service in professional ancillary activities by person employed under this section, including, but not limited to, governance, staff development, grant writing, and advising student organizations, shall not be used for purposes of calculating eligibility for contract or regular status unless otherwise provided for in a collective bargaining agreement applicable to a person employed under this section.

13.13.2 The District and Association agree that non-classified, extra pay assignments given to part-time faculty which are not specifically teaching, counseling, or librarian assignments will be considered professional ancillary activities. These types of professional ancillary assignments include, but are not limited to:

ANCILLARY TYPE

A. Administrative Assignment, which can include, but is not limited to Grant Writing, Implementation and Management; and Program/Project Management
B. Advising Student Organization
C. Not-for-Credit Contract Education
D. Academic Senate assignment outside of part-time, hourly instructor/counselor/librarian duties, which can include, but is not limited to Curricular, Instructional Design Institute, and Board Policies/Procedures assignments.
E. Governance
F. Head Coaching
G. Staff Development
H. Student Success Center Facilitator
I. Training/Workshop/Orientation Attendee
J. Training/Workshop/Orientation Trainer/Presenter

Professional ancillary activities may be assigned by the District administration to part-time and full-time, temporary faculty as extra pay assignments provided the faculty member has an approved Notice of Assignment to serve as a faculty member during the corresponding semester. These assignments must be approved via the Request for Employee Contract process and reviewed and validated by the Office of Human Resources, Training & Development. Faculty members may perform these extra pay assignments after receiving an approved Request for Employee Contract detailing the terms of the extra pay assignment from the Office of Human Resources, Training & Development.

When professional ancillary activity extra pay assignments are approved and assigned as noted above, faculty members will be paid hourly based on the faculty member's current step on the Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule, Schedule 2 under the terms of the approved Request for Employee Contract. Head coach assignments are excluded from this provision as compensation is addressed in Article 13.9.

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE NAPA VALLEY COMMUNITY COLLEGE DISTRICT AND
NAPA VALLEY COLLEGE FACULTY ASSOCIATION

PROGRAM/DEPARTMENT COORDINATORS AND HEALTHCARE PROGRAM DIRECTORS REASSIGNED TIME & STIPENDS FOR 2025-2026 ACADEMIC YEAR AND 2022-2025 TERM, OTHER REASSIGNED TIME AND STIPENDS FOR 2025-2026 ACADEMIC YEAR, AND ACADEMIC SENATE REASSIGNED TIME FOR 2025-2026 ACADEMIC YEAR

Pursuant to the Educational Employment Relations Act, the Napa Valley Community College District (District) and the Napa Valley College Faculty Association (Association) agree to the following:

It is the intent of the parties that future program/department coordinator and healthcare program director terms and associated release time percentages/stipends will be for three-year terms with compensation reviewed in the semester prior to the start of the new term.

The new term will cover the period from July 1, 2025 to June 30, 2028

Should a vacancy occur during the three-year term the position will be filled for the remainder of the term with the associated release time percentage/stipend specified below.

Article 8.9 of the NVCCD/NVC Faculty Association/CCA/CTA/NEA agreement addresses compensation for Program/Department Coordinator and Healthcare Program Director assignments. Program/Department Coordinator position stipends and reassigned time percentages and Healthcare Program Director reassigned time percentages for the 2025-2026 academic year are listed below. The stipend amounts below are based on Step 8 of the 2025-2026 Regular/Contract Faculty Salary Schedule as described in Article 8.9.4. If Step 8 of the 2025-2026 Regular/Contract Faculty Salary Schedule is different than current amount, the stipend amounts will be recalculated in accordance with Article 8.9.4.

The percent used to calculate stipend per Article 8.9.4 or reassigned time percent will remain as outlined below for the 2025-2026 through 2027-2028 academic years. Program/department coordinator and healthcare program director stipends will be recalculated annually once the Regular/Contract Faculty Salary Schedule has been finalized each year.

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MEMORANDUM OF UNDERSTANDING
PROGRAM/DEPARTMENT COORDINATORS AND HEALTHCARE PROGRAM DIRECTORS FOR 2025-2026 ACADEMIC YEAR AND 2025-2028 TERM,
OTHER REASSIGNED TIME AND STIPENDS FOR 2025-2026 ACADEMIC YEAR, AND ACADEMIC SENATE REASSIGNED TIME FOR 2025-2026 ACADEMIC YEAR
Page 2

PROGRAM/DEPARTMENT COORDINATOR POSITIONS		
2025-2026 ACADEMIC YEAR		
	Percent Used to Calculate Stipend per Article 8.9.4 or Reassigned Time Percent	2025-2026 Stipend
Administration of Justice (ADMJ)	10%	$6,181
Anthropology (ANTH)	10%	6,181
Biology (BIOL)	25%	15,452
Business (ACCT, BUSI)	20%	12,362
Chemistry (CHEM)	20%	12,362
Child and Family Studies and Education (CFS, EDUC, LGBT)	20%	12,362
Communication Studies (SPCOM)	20%	12,362
Computer Science (COMS)	10%	6,181
Counseling (COUN)	10%	6,181
Digital Design and Graphics Technology (DDGT)	10%	6,181
Dramatic Arts (FILM, THEA)	10%	6,181
Earth Sciences (EART, ENVS, GEOG, GEOL)	10%	6,181
Economics/Political Science (ECON, POLI)	10%	6,181
Engineering (ENGI)	10%	6,181
English (ENGL)	30%	18,543
ESL (ESL & CDCP Noncredit ESL)	10%	6,181
History (HIST)	10%	6,181
Hospitality, Culinary & Tourism Management (HCTM)	10%	6,181
Human Services and Addiction Studies (HSRV, ADS)	10%	6,181
Humanities/Philosophy (ETHS, HUMA, PHIL)	10%	6,181
Kinesiology/Dance (DANS, HELH, KINE)	20%	12,362
Machine Tool Technology (MACH)	10%	6,181
Math (MATH)	30%	18,543
Modern Languages (ASL, FREN, ITAL, JAPN, SPAN)	20%	12,362
Music (MUSI)	10%	6,181
Physics/Astronomy (PHYS, ASTR)	10%	6,181
Psychology (PSYC)	20%	12,362
Sociology (SOCI)	10%	6,181
Visual Arts (ARTH, ARTS, DART, Gallery, PHOT)	25%	15,452
Viticulture and Winery Technology (VWT)	20%	12,362
Welding Technology (WELD)	10%	6,181

HEALTHCARE PROGRAM DIRECTORS	
2025-2026 ACADEMIC YEAR	
	Reassigned Time Percent
Emergency Medical Services (EMT)	40%
Nursing (NURS)	80%
Psychiatric Technician (PTEC)	20%^
Respiratory Care (RESP)	40%

^The total reassigned time for the Psychiatric Technician Healthcare Program Director assignment is split 20% per cohort, maximum two cohorts per academic year. For the 2025-2026 Academic Year, there is only one cohort.

The formula for reassigned time will be applied to the list above to determine proper compensation.

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OTHER REASSIGNED TIME AND STIPENDS FOR 2025-2026 ACADEMIC YEAR

Contract/Regular and full-time, grant-funded faculty assigned to the following positions by Academic Affairs or Student Affairs will receive reassigned time or stipend for the 2025-2026 academic year as outlined below. The assignments listed below are not covered by Article 8.9 Program/Department Coordinators and Healthcare Program Directors, and are considered other reassigned time or stipend assignments.

POSITION	REASSIGNED TIME
A.D.N. Assistant Program Director *	20% reassigned time
Artistic Director, Music	20% reassigned time
Artistic Director, Theater	20% reassigned time
CARE and CalWorks Coordinator	25% reassigned time
Cultural Center Coordinator	10% reassigned time
Distance Education Faculty Coordinator	30% reassigned time
DSPS Coordinator	25% reassigned time
EOPS and Next Up Coordinator	25% reassigned time
Guided Pathways Coordinator, Instructional**	30% reassigned time
Guided Pathways Coordinator, Counseling**	30% reassigned time
Learning Outcome Assessment Faculty Coordinator	30% reassigned time
Math Success Center Coordinator	30% reassigned time
Phi Theta Kappa	15% reassigned time
Puente Counseling Faculty	20% reassigned time
Puente English Faculty	20% reassigned time
Respiratory Care, Clinical Coordinator	20% reassigned time
Student Support Services (SSS) TRIO Coordinator	25% reassigned time
Transfer Center Coordinator	30% reassigned time
Umoja Coordinator	20% reassigned time
Vineyard Management Coordinator	20% reassigned time
Winery Production Coordinator	20% reassigned time

POSITION	ACADEMIC YEAR STIPEND
Extended Vocational Nursing Coordinator	$2,571.00 stipend
Psychiatric Technician Accelerated, Program at Napa State Hospital Coordinator	$9,271.00 stipend

*The total reassigned time for the A.D.N. Assistant Program Director assignment is twenty percent. This twenty percent reassigned time assignment may be split between two qualified faculty members.

** Grant-funded

The Other Reassigned Time and Stipends assignments listed above are for the 2025-2026 academic year only and will expire upon implementation. During the spring 2026 semester, the District and Association will review compensation for the other reassigned time & stipends positions listed above.

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ACADEMIC SENATE REASSIGNED TIME FOR 2025-2026 ACADEMIC YEAR

During the 2025-2026 academic year, the following reassigned time will be provided to the contract/regular faculty members serving in the following Academic Senate assignments:

POSITION	REASSIGNED TIME
Academic Senate Vice President (Evaluations)	30% reassigned time
Academic Senate President	50% reassigned time
Curriculum Committee Co-Chair	50% reassigned time
Planning Faculty Co-Chair	20% reassigned time
Budget Faculty Co-Chair	20% reassigned time
Student Success Standards Committee Chair	20% reassigned time
Professional Learning Committee Co-Chair	30% reassigned time
AS CEETL Co-Chair^^	20% reassigned time
Distance Education-ETC Co-Chair^^	20% reassigned time

^^ Categorical Funding, contingent on funding availability. (AS CEETL funding concludes in 2025-2026)

This agreement is for Academic Senate reassigned time assignments for the 2025-2026 academic year only and will expire upon implementation. During the spring 2026 semester, the District and Association will review compensation for the Academic Senate reassigned time assignments for the 2026-2027 academic year.

Adjunct faculty serving on the Academic Senate shall receive 24 hours at the Schedule 2 Ancillary Rate on the Part-Time, Hourly Credit and CDCP Noncredit Faculty Salary Schedule. This cannot be used for other committee service.

This agreement may only be modified by written agreement signed by both parties.

By signing this MOU, without waiving or limiting any legal or contractual rights the parties may have, this agreement does not preclude the negotiation of additional terms or compensation as part of the successor collective bargaining agreement.

DocuSigned by:
John Kincheloe
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John Kincheloe
President, NVC Faculty Association

3/17/2026 | 4:05 PM PDT
Date

Signed by:
Dr. Torence Powell
2C4777FBEF96421...
Torence Powell, Ed.D.
Superintendent/President

3/23/2026 | 11:26 AM PDT
Date

OHRTD – 03.10.2026

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APPENDIX D

DENTAL (DD) PLANS

NAPA VALLEY COLLEGE
DENTAL PLAN COMPARISON
RATES EFFECTIVE: January 1, 2026

BENEFITS

BENEFITS	BASIC PLAN 7103-0080 (Employer Paid)	BUY-UP PLAN B 7103-0082	BUY-UP PLAN C 7103-0083	BUY-UP PLAN D 7103-0085	BUY-UP PLAN E 7103-0086
Individual Deductible	None	None	None	None	None
Family Deductible	None	None	None	None	None
Calendar Year Maximum *	$1,000	$2,000	$2,000	$2,000	$2,000
Cleanings per Year	2	3	3	3	3
Diagnostic & Preventive	70%-100%	70%-100%	70%-100%	70%-100%	70%-100%
Basic Services (Fillings/Simple Tooth Extractions/ Children Sealants)	70%-100%	70%-100%	70%-100%	70%-100%	70%-100%
Basic Services - Endodontic (Root Canals)	70%-100%	70%-100%	70%-100%	70%-100%	70%-100%
Basic Services - Periodontics (Gum Treatment)	70%-100%	70%-100%	70%-100%	70%-100%	70%-100%
Basic Services - Oral Surgery	70%-100%	70%-100%	70%-100%	70%-100%	70%-100%
Major Services (Crowns/Inlays/Onlays/Cast Restorations)	70%-100%	70%-100%	70%-100%	70%-100%	70%-100%
Prosthodontics (Bridges/Dentures)	50%	50%	50%	50%	50%
Night Guards {once every five (5) years}	Not Covered	Not Covered	Not Covered	70%-100%	70%-100%
Adult Sealants	Not Covered	Not Covered	Not Covered	70%-100%	70%-100%
Implants	Not Covered	50%	50%	50%	50%
Orthodontic Services	Not Covered	Not Covered	50% **	Not Covered	50% **
Orthodontic Services Lifetime Maximum	Not Covered	Not Covered	$2,000	Not Covered	$2,000
Dental Accident Benefits	100% ***	100% ***	100% ***	100% ***	100% ***

*** Additional $200 per calendar year if utilize a Delta Dental PPO Provider.** **** Ortho covers adults and children.**
***** Separate $1,000 maximum per member per year**

RATES

	BASIC PLAN 7103-0080 (Employer Paid)	BUY-UP PLAN B 7103-0082	BUY-UP PLAN C 7103-0083	BUY-UP PLAN D 7103-0085	BUY-UP PLAN E 7103-0086
Single:	$43.33	$44.83	$51.09	$47.97	$54.66
Employee + 1:	$86.84	$89.64	$102.17	$95.92	$109.32
Employee + Family:	$130.29	$134.49	$153.28	$143.90	$164.01

EMPLOYEE COST

	BASIC PLAN 7103-0080 (Employer Paid)	BUY-UP PLAN B 7103-0082	BUY-UP PLAN C 7103-0083	BUY-UP PLAN D 7103-0085	BUY-UP PLAN E 7103-0086
Single:	$0.00	$1.50	$7.76	$4.64	$11.33
Employee + 1:	$0.00	$2.80	$15.33	$9.08	$22.48
Employee + Family:	$0.00	$4.20	$22.99	$13.61	$33.72

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APPENDIX E

VISION (VSP) PLANS

NAPA VALLEY COLLEGE
VISION PLAN COMPARISON
RATES EFFECTIVE: January 1, 2026

	BASIC PLAN Group #30081849, Division 0056		BUY-UP PLAN Group #30081849, Division 0013	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Examination	$25 Copay	$25 Copay	$10 Copay	$10 Copay
Materials	$25 Copay	$25 Copay	$0 Copay	$0 Copay
BENEFIT FREQUENCY				
Examinations	12 Months	12 Months	12 Months	12 Months
Lenses	24 Months	24 Months	12 Months	12 Months
Contacts	24 Months	24 Months	12 Months	12 Months
Frames	24 Months	24 Months	12 Months	12 Months
COVERED SERVICES				
Lenses				
Single Vision	100%	$45 Allowance	100%	$45 Allowance
Bifocal lens	100%	$65 Allowance	100%	$65 Allowance
Trifocal Lens	100%	$85 Allowance	100%	$85 Allowance
Lenticular Lens	100%	$125 Allowance	100%	$125 Allowance
Frames	$200 allowance. 20% savings over allowance. $110 allowance at Costco.	$45 Allowance	$200 Allowance - 20% Discount on out-of-pocket charges	$47 Allowance
Contact Lenses	100% after $50 Copay	Covered up to $250 Allowance after $50 Copay	100% after $50 Copay	Covered up to $250 Allowance after $50 Copay
Primary Eye Care	$5 Copay	Not Covered	$5 Copay	Not Covered

PREMIUM RATES		
	BASIC PLAN	BUY-UP PLAN
Single	$5.75	$10.75
Employee + 1	$11.50	$21.53
Family	$17.23	$32.28
EMPLOYEE COST		
	BASIC PLAN	BUY-UP PLAN
Single	$0	$5.00
Employee + 1	$0	$10.03
Family	$0	$15.05

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APPENDIX F

MEMORANDUM OF UNDERSTANDING
RETIREMENT PLANS

The following retirement plans and pre-retirement reduction in workload plans are included in District Board Policy as referenced below.

Reduction of Workload:	Board Policy H0940
	Education Code Sections 22713, 87483
STRS Employer "Pickup":	Internal Revenue Code Section 414 (h) (2)
	Board of Trustees Resolution 19.96
	(Adopted November 14, 1996)

Questions regarding these plans should be addressed to the District Office of Human Resources.

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APPENDIX G

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE NAPA VALLEY COMMUNITY COLLEGE DISTRICT AND
NAPA VALLEY COLLEGE FACULTY ASSOCIATION

2025-2026 Workdays for Contract/Regular Counseling Faculty

Pursuant to the Educational Employment Relations Act, the Napa Valley Community College District (District) and the Napa Valley College Faculty Association (Association) agree as follows:

Regular/Contract Counselor Work Year
Article 6.1.1 of the 2021-2024 NVCCD/NVC Faculty Association/CCA/CTA/NEA Agreement addresses academic work year and additional days for counselors. A counselor's assignment includes the 175-day academic year and twenty-three (23) additional days. The additional days for the 2025-2026 academic year are to be completed between July 1, 2025, and June 30,2026.

Regular/Contract Counselor Trade and Exchange Days Option
For the 2025-2026 academic year, counselors may trade up to ten (10) days of the 2025-2026 175-day academic year for working the same number of exchange days outside of the 175-day academic year between July 1, 2025, and no later than June 30,2026. The days counselors select from the 2025-2026 175-day academic year to trade with exchange days outside of the 175-day academic year are hereinafter referred to as "trade days" and "exchange days" respectively. This option will provide necessary counseling services during the summer and allow counselors to address students' needs. This will also result in some savings in part-time faculty compensation.

On a voluntary basis, counselors may select trade days from the 175-day calendar and exchange days in order of the faculty member's seniority ranking number. The counselor with the most seniority ranking will select trade and exchange days first. These requests will be forwarded to the Chief Student Affairs Officer for approval. The Senior Dean will notify each counselor if request is approved by June 15, 2025. The Office of Human Resources, Training & Development will be notified of counselors' trade and exchange days by the Chief Student Affairs Officer.

This agreement pertains to contract/regular counseling faculty only and will remain in place for the 2025-2026 academic year. Both parties agree that this MOU shall not set precedent for future negotiations.

This agreement may only be modified by written agreement signed by both parties. By signing this MOU, without waiving or limiting any legal or contractual rights the parties may have:

A. This agreement does not preclude the negotiation of additional terms or compensation as part of the successor collective bargaining agreement.

B. This agreement expires upon implementation.

DocuSigned by:
John Kincheloe
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John Kincheloe
President, NVC Faculty Association

5/8/2026 | 10:45 PM PDT
Date

Signed by:
Dr. Torrence Powell
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Torrence Powell, Ed.D.
Superintendent/President

5/12/2026 | 12:53 PM PDT
Date

OHRTD – 03.06.2025

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APPENDIX H

MEMORANDUM OF UNDERSTANDING
BETWEEN THE NAPA VALLEY COMMUNITY COLLEGE DISTRICT AND
NAPA VALLEY COLLEGE FACULTY ASSOCIATION

FACULTY SUPERVISION OF CLASSIFIED EMPLOYEES

Pursuant to the Education Employment Relations Act, the Napa Valley Community College District (District) and the Napa Valley College Faculty Association (Association) agree as follows:

Faculty members will not be assigned responsibility for the supervision of classified employees or the direction of their work activities though may be assigned incidental or occasional performance of supervisory duties as outlined below. The following activities shall not be considered supervision of classified employees when performed as part of the faculty member's professional duties:

A. Serving and making recommendations on hiring, selection, promotion, evaluation, budget development, and selection committees;
B. Providing input related to hiring and ongoing employment decisions;
C. Directing the work of staff assigned to assist the faculty member;
D. Leading meetings with classified employees as needed; or
E. Assigning projects to classified employees as needed.

Dean or supervising administrator shall be responsible for all supervisory duties. This agreement may only be modified by written agreement signed by both parties.

The parties further agree to continue to bargain the successor contract to the 2012-2015 collective bargaining agreement and will incorporate into it whatever language results from that negotiation.

By signing this MOU, without waiving or limiting any legal or contractual rights the parties may have:

A. This agreement does not preclude the negotiation of additional terms or compensation as part of the successor agreement.
B. This agreement will be incorporated into the successor agreement as an Appendix.

MOU Signed by Kristie Iwamoto, President, NVC Faculty Association on December 14, 2016, and Dr. Ronald Kraft, Superintendent/President on January 10, 2017

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APPENDIX I

MEMORANDUM OF UNDERSTANDING NAPA VALLEY COMMUNITY COLLEGE DISTRICT

ARTICULATION OFFICER ASSIGNMENT

Napa Valley Community College District, hereinafter "District," and the Napa Valley College Faculty Association, hereinafter "Association" agree as follows:

The District and the Association previously agreed that due to the increase in the workload for the Articulation Officer, that the assignment changed from 70% Articulation and 30% Counselor to 100% (one hundred percent) Articulation Officer beginning July 1, 2016.

The District and the Association agreed that the Articulation assignment would continue to be a faculty position and will remain in the Counseling Division. Compensation and nature of assignment shall also remain the same. E.g. 175-day base faculty work year, plus 23 additional days of services to support activities related to the Division as approved by the Dean of Counseling and Student Success.

Original MOU Signed by Dianna Chiabotti, President, NVC Faculty Association and Dr. Ronald Kraft, Superintendent/President on May 18, 2016

Revised MOU signed by Kristie Iwamoto, President, NVC Faculty Association on May 17, 2017 and Dr. Ronald Kraft, Superintendent/President on May 17, 2017

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APPENDIX J

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE NAPA VALLEY COMMUNITY COLLEGE DISTRICT AND
NAPA VALLEY COLLEGE FACULTY ASSOCIATION

WRITING SUCCESS CENTER COORDINATOR

Pursuant to the Educational Employment Relations Act, the Napa Valley Community College District (District) and the Napa Valley College Faculty Association (Association) agree as follows:

The following terms of assignment will apply to the faculty member serving as the Writing Success Center Coordinator for the 2025-2026 academic year:

- The Writing Success Center Coordinator position includes writing center and success center duties as outlined in the Writing Success Center Coordinator job description.
- Faculty must meet the minimum qualifications for the English discipline to qualify for this position.
- The faculty member will receive forty percent (40%) reassigned time.
- During the reassigned time provided:
  - The faculty member will be expected to work 216 hours each semester, scheduled in consultation with the supervising dean.
  - The faculty member will serve as instructor of record for English CDCP non-credit courses, if offered. *Compensation for this responsibility is included in the forty percent (40%) reassigned time.*
- Should it be necessary, the faculty member will be eligible for a total of eighty (80) hours at the per diem hourly rate to be scheduled in advance and in consultation with the supervising dean over the summer and/or winter break to prepare and plan Writing Success Center activities. Hours paid at the per diem hourly rate will be submitted to Payroll on Time Record forms.

This agreement pertains to this coordinator only for the 2025-2026 academic year. No other coordinator shall be covered by this agreement. Both parties agree that this MOU shall not be a precedent for the future negotiations.

This agreement may only be modified by written agreement signed by both parties.

By signing this MOU, without waiving or limiting any legal or contractual rights the parties may have:

A. This agreement does not preclude the negotiation of additional terms or compensation as part of the successor collective bargaining agreement.

B. This agreement will expire upon implementation.

DocuSigned by:
John Kincheloe
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John Kincheloe
President, NVC Faculty Association

5/8/2026 | 10:44 PM PDT
Date

Signed by:
Dr. Torence Powell
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Torence Powell, Ed.D.
Superintendent/President

5/12/2026 | 12:52 PM PDT
Date

OHRTD – 03.06.2025

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APPENDIX K

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE NAPA VALLEY COMMUNITY COLLEGE DISTRICT AND
NAPA VALLEY COLLEGE FACULTY ASSOCIATION
2025-2026 EXTRA DAYS FOR HEALTH OCCUPATIONS FACULTY

Pursuant to the Educational Employment Relations Act, the Napa Valley Community College District (District) and the Napa Valley College Faculty Association (Association) agree as follows:

Article 6.1.1.2 of the 2021-2024 collective bargaining agreement states:

6.1.1.2 The District and Association will meet and confer regarding extra workdays mandated by a program and/or accreditation or for positions held by a single faculty member on an as needed basis and document agreements in memoranda of understanding, which will be incorporated into the Appendix of this Agreement.

The District and Association agree the following Health Occupations positions will have extra days for 2025-2026 as noted below:

POSITION	EXTRA DAYS FOR 2025-2026
ADN Program Director	30 days
EMS Coordinator/Instructor	30 days
Health Occupations Skills Lab Instructor	10 days
Respiratory Care Instructor/Program Director	30 days
Respiratory Care Instructor/Clinical Coordinator	30 days

Extra days associated with the 2025-2026 academic year will be performed between July 1, 2025, and June 30, 2026. Compensation for extra days is addressed in Article 8.8, which is included below:

8.8 **EXTRA DAY PAY ASSIGNMENTS**

Compensation for extra workdays addressed in Articles 6.1.1.1 and 6.1.1.2 is calculated by dividing the number of days in the regular academic year as outlined in Article 5, Academic Calendar, into the faculty member's current step of the Regular/Contract Faculty Salary Schedule to create a per diem or daily rate. The per diem or daily rate is then multiplied by the number of additional days, which equates to the extra pay compensation.

This agreement pertains to these positions only. No other positions shall be covered by this agreement. Both parties agree that this MOU shall not be a precedent for the future negotiations.

This agreement may only be modified by written agreement signed by both parties. By signing this MOU, without waiving or limiting any legal or contractual rights the parties may have:

A. This agreement does not preclude the negotiation of additional terms or compensation as part of the successor collective bargaining agreement.

B. This agreement will expire upon implementation.

DocuSigned by:
John Kincheloe
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5/8/2026 | 10:44 PM PDT

John Kincheloe
President, NVC Faculty Association

Date

Signed by:
Dr. Torence Powell
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5/12/2026 | 12:52 PM PDT

Torence Powell, Ed.D.
Superintendent/President

Date

OHRTD – 03.06.2025

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APPENDIX L

MEMORANDUM OF UNDERSTANDING

BETWEEN THE NAPA VALLEY COMMUNITY COLLEGE DISTRICT AND NAPA VALLEY COLLEGE FACULTY ASSOCIATION

COMPENSATION FOR HIRING COMMITTEE PARTICIPATION OUTSIDE OF FACULTY MEMBER'S 175-DAY WORK YEAR AND EXTRA DAYS

Pursuant to the Education Employment Relations Act, the Napa Valley Community College District (District) and the Napa Valley College Faculty Association (Association) agree as follows:

Beginning February 8, 2017, the District and Association agree contract/regular faculty will be paid a stipend for participating in hiring committees that are conducted outside of the 175-day work year and extra days as defined in Article 6.1. If the faculty member has extra days as part of his/her regular work year, the faculty member will not be compensated for committee work conducted during those extra days.

The amount of the full stipend will be based on the number of qualified applicants forwarded to the hiring committee. If a portion of the hiring process occurs within the faculty member's regular assignment and the remaining portion occurs outside the regular assignment, the stipend will be prorated as determined by the Office of Human Resources.

- Up to 24 Applicants $250
- 25-49 Applicants - $400
- 50-74 Applicants - $550
- 75 or more Applicants - $700

All of the following criteria must be met in order for a faculty member to be paid a stipend for committee participation:

1. The committee must meet outside the faculty member's regular work year, including extra days.
2. The faculty member must attend all appraisal committee meetings and read all applications.
3. The faculty member must participate in all interviews.
4. The faculty member must submit a completed Hiring Committee Participation Form and timecard to the Office of Human Resources in order to be paid.

This agreement may only be modified by written agreement signed by both parties.

The parties further agree to continue to bargain the successor contract to the 2012-2015 collective bargaining agreement and will incorporate into it whatever language results from that negotiation.

By signing this MOU, without waiving or limiting any legal or contractual rights the parties may have:

A. This agreement does not preclude the negotiation of additional terms or compensation as part of the successor collective bargaining agreement.
B. This agreement will be incorporated into the successor agreement as an Appendix.

MOU Signed by Kristie Iwamoto, President, NVC Faculty Association on and Dr. Ronald Kraft, Superintendent/President on February 8, 2017

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE NAPA VALLEY COMMUNITY COLLEGE DISTRICT AND
NAPA VALLEY COLLEGE FACULTY ASSOCIATION

PROGRAM/DEPARTMENT COORDINATOR JOB DESCRIPTION

Pursuant to the Educational Employment Relations Act, the Napa Valley Community College District (District) and the Napa Valley College Faculty Association (Association) agree as follows:

Article 8.9.4 of the NVCCD/NVC Faculty Association Agreement has been revised to state:

8.9.4 Program/Department Coordinator and Healthcare Program Director Duties

Duties shall be those that are delineated in the Program/Department Coordinator and Healthcare Program Director Job Descriptions developed by the Assistant Superintendent/Vice President, Academic Affairs (ASVPAA) in consultation with the Napa Valley College Academic Senate and then agreed to in the regular negotiations process, which is included in Appendix (TBD).

The following job description was developed and updated by the Assistant Superintendent/Vice President, Academic Affairs in consultation with the Napa Valley College Academic Senate. This Memorandum of Understanding documents that the District and Association agree to the following job description for the Program/Department Coordinator beginning with the fall 2019 semester:

POSITION: *Program/Department Coordinator*

REPORTS TO: *Supervising Administrator*

CORE DUTIES:

1. *Consult in the development of schedules for non-faculty employees, interns and volunteers, as appropriate for area.*

2. *Convene meetings with faculty, as necessary.*

3. *Assist with processing students' concerns and complaints; refer matter to supervising administrator, as appropriate.*

4. *Assist administrator with fiscal and human resources requirements (purchases, inventory procurement, budgeting, timecards, employee requisitions, etc.).*

5. *Coordinate program review and other program development, including completion of annual planning and budget documents; review and update of policies and procedures for respective area.*

6. *May contribute to grant writing development, implementation, and reporting.*

7. *Attend to applicable safety issues, including the development of program-specific policies and procedures.*

8. *Coordinate activities and outreach with other departments/services on campus and external agencies.*

9. *Coordinate procurement of teaching resources for each program, including but not limited to instructional supplies, equipment, training devices, room and space needs, student resources, handouts, etc.; monitor laboratory operations, including maintenance and repair of equipment and facility.*

10. *In consultation with counselors, advise students on pre- and co-requisites for the program and degree and certificate requirements.*

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11. Oversee SLO assessment; ensure regular discussions of assessment results and continuous quality improvement.

12. Coordinate development of web content and relevant catalog and schedule to ensure accuracy.

13. Develop course, section, and faculty schedules and make recommendations to supervising administrator.

14. Maintain adequate part-time faculty pools and coordinate hiring process for part-time faculty.

15. Facilitate the evaluation of part-time faculty.

16. Orient and mentor faculty, including review of syllabi to ensure that they are consistent with the course outlines of record.

17. Coordinate curriculum development, including articulation with appropriate institutions.

ADDITIONAL DUTIES (Not applicable to all coordinator positions.):

1. Assist in student placement, auditions, and/or interviews, etc., for program entrance; provide support to students exiting programs, including preparation for employment interviews and relevant industry examinations.

2. Coordinate internships, externships, clinical experiences, student placement with outside agencies.

3. Responsible for statutory and/or locally required reports and acts as a liaison with reporting agencies.

4. Develop and implement Program Advisory Committee as described by Institutional Policy relating to Career Education Workforce Development programs.

5. Coordinate review, piloting, and approval of new textbooks.

6. Coordinate institutionally mandated/initiated programs for retention and student success.

7. Coordinate review of prerequisite challenges.

8. Perform duties related to student recruitment and selection, including orientation sessions, program entry testing, and creation and maintenance of informational brochures, and applications.

9. Oversee an on-going process of obtaining and managing student records and required documents.

10. Develop, coordinate, and monitor clinical, practicum, and field work for students.

11. Direct and manage gallery operations, including student and faculty exhibitions.

This agreement may only be modified by written agreement signed by both parties.

By signing this MOU, without waiving or limiting any legal or contractual rights the parties may have:

A. This agreement does not preclude the negotiation of additional terms or compensation as part of the successor collective bargaining agreement.
B. This agreement will be incorporated into the successor agreement as an Appendix.

MOU Signed by Kristie Iwamoto, President, NVC Faculty Association on and Dr. Ronald Kraft, Superintendent/President on March 11, 2021

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE NAPA VALLEY COMMUNITY COLLEGE DISTRICT AND
NAPA VALLEY COLLEGE FACULTY ASSOCIATION

HEALTHCARE PROGRAM DIRECTOR JOB DESCRIPTION

Pursuant to the Educational Employment Relations Act, the Napa Valley Community College District (District) and the Napa Valley College Faculty Association (Association) agree as follows:

Article 8.9.4 of the NVCCD/NVC Faculty Association Agreement has been revised to state:

8.9.4 Program/Department Coordinator and Healthcare Program Director Duties

Duties shall be those that are delineated in the Program/Department Coordinator and Healthcare Program Director Job Descriptions developed by the Assistant Superintendent/Vice President, Academic Affairs (ASVPAA) in consultation with the Napa Valley College Academic Senate and then agreed to in the regular negotiations process, which is included in Appendix (TBD).

The following job description was developed by the Assistant Superintendent/Vice President, Academic Affairs in consultation with the Napa Valley College Academic Senate. This Memorandum of Understanding documents that the District and Association agree to the following job description for the Healthcare Program Director beginning with the fall 2019 semester:

POSITION: *Healthcare Program Director*

REPORTS TO: *Supervising Administrator*

CORE DUTIES:

1. *Consult in the development of schedules for non-faculty employees, interns and volunteers, as appropriate for area.*

2. *Convene meetings with faculty, as necessary.*

3. *Assist with processing students' concerns and complaints; refer matter to supervising administrator, as appropriate.*

4. *Assist administrator with fiscal and human resources requirements (purchases, inventory procurement, budgeting, timecards, employee requisitions, etc.).*

5. *Coordinate program review and other program development, including completion of annual planning and budget documents; review and update of policies and procedures for respective area.*

6. *May contribute to grant writing development, implementation, and reporting.*

7. *Attend to applicable safety issues, including the development of program-specific policies and procedures.*

8. *Coordinate activities and outreach with other departments/services on campus and external agencies.*

9. *Coordinate procurement of teaching resources for each program, including but not limited to instructional supplies, equipment, training devices, room and space needs, student resources, handouts, etc.; monitor laboratory operations, including maintenance and repair of equipment and facility.*

10. *In consultation with counselors, advise students on pre- and co-requisites for the program and degree and certificate requirements.*

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APPENDIX N

11. *Oversee SLO assessment; ensure regular discussions of assessment results and continuous quality improvement.*

12. *Coordinate development of web content and relevant catalog and schedule to ensure accuracy.*

13. *Develop course, section, and faculty schedules and make recommendations to supervising administrator.*

14. *Maintain adequate part-time faculty pools and coordinate hiring process for part-time faculty.*

15. *Facilitate the evaluation of part-time faculty.*

16. *Orient and mentor faculty, including review of syllabi to ensure that they are consistent with the course outlines of record.*

17. *Coordinate curriculum development, including articulation with appropriate institutions.*

ADDITIONAL DUTIES

1. *Assist in student placement and/or interviews, etc., for program entrance; provide support to students exiting programs, including preparation for employment interviews and relevant industry/licensure examinations.*

2. *Coordinate internships, externships, clinical experiences, student placement with outside agencies.*

3. *Develop and implement Program Advisory Committee as described by Institutional Policy relating to Career Education Workforce Development programs.*

4. *Maintain state and/or national licensure to practice as a healthcare provider as described by the accreditation/approval standards of the appropriate external agency.*

5. *Responsible for statutory and/or locally required reports and acts as a primary point of contact with reporting agencies.*

6. *Coordinate review, piloting, and approval of new textbooks.*

7. *Coordinate institutionally mandated/initiated programs for retention and student success.*

8. *Coordinate review of prerequisite challenges.*

9. *Perform duties related to student recruitment and selection, including orientation sessions, program entry testing, and creation and maintenance of informational brochures, and applications.*

10. *Oversee an on-going process of obtaining and managing student records and required documents.*

11. *Develop, coordinate, and monitor clinical, practicum, and field work for students.*

This agreement may only be modified by written agreement signed by both parties.

By signing this MOU, without waiving or limiting any legal or contractual rights the parties may have:

A. This agreement does not preclude the negotiation of additional terms or compensation as part of the successor collective bargaining agreement.
B. This agreement will be incorporated into the successor agreement as an Appendix.

MO*U Signed by Kristie Iwamoto, President, NVC Faculty Association on and Dr. Ronald Kraft, Superintendent/President on March 11, 2021*

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APPENDIX O

NAPA VALLEY COLLEGE

2026-2027 ACADEMIC CALENDAR

Fall 2026

AUGUST

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Last day of summer session – 8/6

Non-instructional days (campus open) – 8/10-8/19

Fall flex days – 8/20-8/21

First day of Fall semester – 8/24

SEPTEMBER

Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Labor Day – 9/7

OCTOBER

Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Veteran's Day – 11/11

Thanksgiving Day – 11/26

Thanksgiving Recess – 11/26-11/28

DECEMBER

Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Last day of Fall semester – 12/12

Non-instructional days (campus open) – 12/14-12/18

Fall Recess – 12/21-1/1

Christmas Day - 12/25

Spring 2027

JANUARY

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

New Year's Day – 1/1

Non-instructional days (campus open) – 1/4-1/15

MLK Day – 1/18

Spring flex day – 1/19

First day of Spring semester – 1/20

FEBRUARY

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Non-instructional day (campus open) – 2/12

President's Day – 2/16

MARCH

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Spring Recess – 3/22-3/26 – *aligns with NVUSD*

Cesar Chavez Day – 3/26
Honored on the last day of spring break

APRIL

Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Commencement – TBD

Last day of spring semester – 5/15

Memorial Day – 5/31

Non-instructional days (campus open) – 5/17-5/28

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NAPA VALLEY COLLEGE

2026-2027 ACADEMIC CALENDAR

Summer 2027

Non-instructional days (campus open) – 6/1-6/10

First day of summer session – 6/14

Juneteenth (observed) – 6/17

JUNE

Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY

Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Independence Day (observed) – 7/5

Last day of six-week summer session – 7/22

Last day of eight-week summer session – 8/5

AUGUST

Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- Flex Day
- Weekday instructional days
- Saturday instructional days (no services open)
- Non-instructional days (campus open)
- Holidays (campus closed)
- Recess days (campus closed)

Final assessments are held on the last regularly scheduled class meeting(s).

Napa Valley College is closed on Fridays during the summer session.

Fall 2026	M	T	W	Th	F	S	Total Instructional Days
Flex Days				1	1		2
Instructional Days	15	16	15	15	15	14	90
Total	15	16	15	16	16	14	92

Spring 2027	M	T	W	Th	F	S	Total Instructional Days
Flex Days		1					1
Instructional Days	14	15	16	16	15	15	91
Total	14	16	16	16	15	15	92
Total Instructional Days Fall 2026 & Spring 2027							184

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