

ARTICLE 1
TERM

- 1.1** This Agreement, when adopted by the Governing Board, shall remain in full force and effect from June 1, 2015, up to and including June 30, 2017. Thereafter, it shall continue in effect year by year unless one of the parties notifies the other, in writing, of its request to modify, amend, or terminate the Agreement. If such a request is made, both parties shall enter into negotiations not later than 120 calendar days prior to the expiration of the contract, in accordance with Public Employment Relations Board (PERB) regulations. The terms and conditions of this agreement will remain in full force and effect during such negotiations.

Signed and entered into this _____ day of _____, 2015.

Gary L. George
President, Governing Board

Bret McMurrin
President, CCFA

Paul J. Gomez
Vice President, Governing Board

Gregory Creel
CCFA Negotiations Committee

Katherine Roberts
Clerk, Governing Board

Verajean Dunwoody
CCFA Negotiations Committee

Lee McDougal
Immediate Past President, Governing Board

Susan Herman
CCFA Negotiations Committee

Kathleen R. Brugger
Member, Governing Board

Sherrie L. Guerrero
Associate Superintendent, Instruction and
Institutional Effectiveness
Board Agent/District Chief Negotiator

ARTICLE 2
RECOGNITION

- 2.1** The District hereby acknowledges the Chaffey College Faculty Association (CCFA), herein known as the Association, a local chapter of CTA and an affiliate of NEA, as the exclusive representative for all faculty employees contained in the May 8, 1980, voluntary recognition document and as defined in Education Code, Section 87003. The term “faculty” is applied but not limited to the following positions: instructors, counselors, reference librarians, health service nurses, and instructional specialists. The term “faculty” does not apply to the following: guest lecturers, consultants, independent contractors, professional experts, head and assistant coaches, and Child Development Center teachers.
- 2.2** If any new academic contract positions, except those designated as management positions are established during the term of this Agreement, the placement of those positions in or out of the bargaining unit shall be made by mutual agreement. Should the issue not be resolved, it may be submitted at any time by either party to (PERB) for a ruling.

ARTICLE 3
SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meeting and negotiation process. Therefore, it is agreed that the District and the Association will support this Agreement and that the Association, for its term, will not appear before the Governing Board to seek change or improvement in any matter subject to the meeting and negotiation process except by mutual agreement of the District and the Association.

ARTICLE 4
MAINTENANCE OF STANDARDS

- 4.1** Except as provided in this Agreement, Chaffey College Governing Board policies in effect and in use during the 1981-82 academic year which relate to wages, hours of employment, and other terms and conditions of employment within the scope of representation shall remain in effect during the terms of this Agreement.
- 4.2** Specific provisions contained in this Agreement prevail over District practices and procedures, as well as state laws, to the extent permitted by state law. In the absence of specific provisions in this Agreement, the District defines practices and procedures.
- 4.3** During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate with the District and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement.

ARTICLE 5
NONDISCRIMINATION

The District and the Association agree to adhere to a policy of nondiscrimination in education and employment and to comply with all pertinent provisions of Title 7 and Title 9 of the United States 1964 Civil Rights Act as amended in 1972, and other applicable executive orders and federal and state laws.

Discrimination complaints are not subject to the grievance procedure and shall be covered by the District's discrimination policy and procedures.

ARTICLE 6 DISTRICT RIGHTS

- 6.1** It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. The Governing Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees. District duties and powers include but are not limited to the rights to:
- a) Determine its organization.
 - b) Direct the work of its employees.
 - c) Determine the times and hours of operation.
 - d) Determine the level, means, and kinds of services to be provided.
 - e) Establish its educational policies, goals, and objectives.
 - f) Ensure the rights and educational opportunities of students.
 - g) Determine staffing patterns.
 - h) Determine the number and kinds of personnel required.
 - i) Maintain the efficiency of District operations.
 - j) Determine the curriculum.
 - k) Build, move, or modify facilities.
 - l) Establish budget procedures and determine budgetary allocation.
 - m) Determine the methods of raising revenue.
 - n) Take action on any matter in the event of an emergency. (An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action which affects District facilities or equipment or otherwise involves an act of God or specific governmental order requiring the District to take certain action or refrain from taking certain action.)
- 6.2** The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and then only to the extent that such specific and express terms are in conformance with law.

ARTICLE 7 ASSOCIATION RIGHTS

Any exercise of Association rights shall be in accord with California Education Code, Section 7054.

7.1 Use of Equipment

For Association business, the Association officers and no more than ten (10) specifically authorized members shall have use, without charge, of District typewriters, computers (including use of the Internet), duplication equipment, calculation equipment, and audiovisual equipment. Data processing equipment located in school or departmental offices may be used by the Association exclusive of times when such equipment is being used for District purposes. The Association's officers may use existing telephones provided it reimburses the District for the cost of toll calls. Reasonable usage of other equipment may occur upon mutual agreement with the District. The Association shall be allowed to use the lithographic services of the District provided that the actual costs are paid by the Association and that the Association adheres to established procedures of the Lithography Department.

7.2 Association Communications

The Association shall be entitled to use one-third of the space available on each existing District bulletin board. The Association shall have the right to use the college's regular communication distribution system for Association communications and shall be provided access to all faculty mailboxes for such use through appropriate methods.

7.2.1 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 signed authorization by the Association President or designee. These postings will be maintained by Association designees.

7.2.2 Association postings and distributions of information shall comply with Article 5 of this Agreement and the District discrimination policy.

7.2.3 The Association releases the District and its representatives from any liability which arises from Association literature or postings.

7.3 Names and Addresses of Bargaining Unit Members

Within twenty-five (25) working days of the first day of each fall and spring term, the appropriate administrator shall provide the names, job titles, and District email or voicemail of all full-time and part-time bargaining unit members to the Association President or designee. Home addresses and any personal telephone numbers of all full-time and part-time bargaining unit members shall be provided to the Association. If the faculty member at any time requests that personal information be restricted from inclusion on this list, the request must be made in writing and submitted to the Office of Human Resources. This restriction remains in effect until such time the request is withdrawn by the faculty member.

7.4 Names of Association Officers

The Association shall provide the appropriate administrator with the names of all officers of the Association within twenty (20) working days after election or appointment.

7.5 Association Business

Elected officers and appointed committee chairpersons of the Association shall be free to conduct Association business, including processing grievances and conducting official meetings, on college property in accordance with Section 7.6 below pertaining to the "Use of Facilities." Association activities will be conducted so as not to interfere with the intended educational process.

7.5.1 CCFA appointments to district, school, or area committees and meetings are recognized as a component of professional service as defined in Article 18.2.3.

7.5.2 In order to avoid potential conflicts of interest, three designated members of the CCFA Grievance Committee (the CCFA President and two (2) designated grievance officers) shall be recused from evaluation service (Article 20).

7.6 Use of Facilities

The Association shall apply for facilities usage pursuant to established procedures.

Use of District facilities by the Association shall conform to the following regulations:

7.6.1 The Association may, subject to availability, use District facilities for Association-related meetings and activities. The use of facilities may not interfere with the educational or administrative functions of the District.

7.6.2 The use of facilities by the Association shall be free of charge. Charges will only be made to cover District expenses directly occasioned by the facility use. Such charges shall include, but are not limited to, nonroutine security and custodial costs, as well as costs for materials consumed.

7.6.3 In the event that the Association is denied approval for the use of a facility, approval shall be granted for use of an alternative time or facility provided that the Association shall be granted such use at a time within forty-eight (48) hours of the original request.

7.6.4 The Association is fully responsible for all loss or damage to District property during the period of use of such property.

7.6.5 All books, pamphlets, posters, and other items of literature which may have been used or distributed during a period of use must be removed when no longer in use.

7.6.6 No law or District policy relating to the use of facilities shall be violated during the occupancy of District facilities.

7.6.7 The Association is responsible for the removal and proper disposal of all decorations, props, equipment, or other devices it might use in connection with an event. All are to be removed as soon as practicable after the event, but, in any event, not later than 8:00 a.m. of the next school or business day.

7.6.8 The Association is responsible for the return of facilities in the same condition as they were at the time of entry except for normal sweeping and final disposal of trash.

7.6.9 Use of District facilities by the Association shall be subject to approval of the Association's President or designee.

7.7 Board Agenda

The Association President or designee will be guaranteed a place on the agenda at each regular Governing Board meeting, but not at the dais.

7.8 Association Compensation

To address the mutual interests of the District and Association, the Association shall be granted ten (10) equated hours per term reassigned time or fifteen (15) hours per week per term at the current instructional support hourly rate or any combination thereof (1 EH = 1.5 hrs/week) at the Association's discretion. Association designees who elect reassigned time shall not receive an overload assignment.

By no later than fifteen (15) days following the signing of this Agreement, the Association will submit to the superintendent/president or designee written notification of the names of bargaining unit members who are to receive reassigned time or hourly compensation.

During only those terms in which negotiations for a new contract occur, the negotiating team shall be granted a total of ten (10) equated hours per term reassigned time or fifteen (15) hours per week per term at the current instructional support hourly rate or any combination thereof (1 EH = 1.5 hrs/week) at the Association's discretion. These hours shall be distributed among no more than three (3) negotiating team members. Association negotiators who elect reassigned time shall not receive an overload assignment.

If negotiations for a new contract should continue outside the fall and spring terms, not more than three (3) members of the negotiating team shall be granted compensation at the current instructional support hourly rate for two (2) hours for each one (1) hour spent at the table in active negotiations. This two-for-one ratio is intended to adequately and appropriately compensate team members for both actual table time and preparation time.

7.9 Consultation Within Scope

The District shall consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent that such matters are within the discretion of the public school employer under the California Education Code and Government Code, Section 3543.2.

**ARTICLE 8
CONCERTED ACTIVITIES**

8.1 No Strike, No Work Stoppage, etc.

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

8.2 Disciplinary Action

It is agreed and understood that any bargaining unit member violating this provision will be subject to loss of pay and discipline up to and including termination by the District. During the period of contract negotiations a strike or work stoppage are exceptions.

ARTICLE 9
SAVINGS PROVISIONS

If any provisions of this Agreement or any application thereafter to any bargaining unit member or group of bargaining unit members is held to be contrary to law by a court of competent jurisdiction, such provisions or application would not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**ARTICLE 10
HEALTH AND SAFETY**

10.1 District Compliance

- a) The District shall conform to and comply with all health and safety laws.
- b) The District shall provide conditions as healthy and safe as reasonably possible for the safety of the bargaining unit members while they are in college facilities and using those facilities provided for the purpose of carrying out their assigned responsibilities.

10.2 Safety and Health Precautions

- a) Faculty members shall observe normally acceptable safety precautions in the performance of their assigned duties.
- b) Faculty members shall be responsible for conforming to and complying with District policies, procedures, rules, and regulations that pertain to the college facilities.
- c) Faculty members shall exercise their independent judgment as it applies to health and safety precautions in order to maintain a classroom environment conducive to learning.

10.3 Reporting Violations

- a) When appropriate, faculty members will submit timely written communication to their immediate supervisor any condition that comes to their attention that may, in their judgment, pose a threat to the health or safety of any person associated with the District.
- b) The District shall investigate allegations of health and safety violations and take appropriate actions in a timely manner to correct the condition found to be unhealthy or unsafe.
- c) In the event a District administrator knows, through appropriate documentation, that a student may pose a serious threat to the safety of the faculty members or other students, the District shall, to the extent of the law, provide timely notification to the faculty member about the possible safety threat.

10.4 Committee

The Association shall appoint one (1) member to serve on the District Health and Safety Committee which, among other purposes, shall have the charge of developing health and safety rules or health and safety programs.

**ARTICLE 11
HEALTH AND WELFARE BENEFITS**

11.1 Health and Welfare Benefits/Bargaining Unit Member and Dependent Insurance Coverage

The District agrees to maintain its current levels of coverage for all members of the bargaining unit for the following:

11.1.1 Medical/Hospital/Surgical Coverage

The District's contribution for medical coverage shall not exceed the annual premium cost of Kaiser Health Plan 8 (Kaiser Permanente Traditional Plan) for the duration of this Agreement. Any premium costs during the life of this Agreement which exceed the annual premium cost of Kaiser Health Plan 8 (Kaiser Permanente Traditional Plan) shall be borne by the employee.

The District shall provide group medical insurance coverage for the domestic partner (as defined in the California Codes Family Code, Section 297) of an eligible bargaining unit member when all of the conditions provided in the Affidavit of Domestic Partnership are satisfied.

11.1.2 Dental Coverage

In addition to the basic coverage, dental coverage shall not exceed an annual maximum of \$2,000 and four (4) cleanings per twelve(12)-month period.

11.1.3 Vision Coverage

Vision coverage as provided for in the standard district plan.

11.1.4 Life Insurance Coverage

The District shall provide term life insurance in the amount of \$50,000 for all bargaining unit members who are categorized as contract or regular or temporary contract, half-time or greater, on the annual salary schedule.

11.2 Eligibility

Only those bargaining unit members who are categorized as contract or regular or temporary contract, half-time or greater, on the annual salary schedule are eligible for the above benefits.

11.3 Bargaining Unit Members - Early Retirees

11.3.1 Bargaining unit members who retire prior to the age of sixty-five (65) and who were participating in the District health and welfare programs may continue participation in the District health, vision, and dental programs. Participation in the program shall be voluntary on the part of the former bargaining unit member.

11.3.2 To be eligible in this program, the early retiree must:

- a) Be younger than age sixty-five (65) and at least fifty-five (55) years of age at the time of retirement. The program will not be available to those bargaining unit members who have reached sixty-five (65) years of age or are under fifty-five (55) years of age.

- b) Have, at the time of retirement, at least fifteen (15) contract years of service as a bargaining unit member with the District at 50 FTEF or greater.
- c) Not participate in any other District early retirement program that offers health and welfare benefits.
- d) Be eligible for coverage under the District health, dental, and vision group plans, except as provided for in Section 11.3.3 (d).

11.3.3 The terms of the early retirement health and welfare program shall be as follows:

- a) The District will continue on behalf of the qualifying retiree and the eligible dependents (including domestic partners) at the time of retirement, the amount of the premium set forth in the then applicable collective bargaining agreement for health, dental, and vision benefits. This amount may vary from year to year depending upon modifications made to the collective bargaining agreement between the District and Chaffey College Faculty Association (CCFA).
- b) The contributions set forth in Section 11.3.3 (a) shall apply to District-adopted health and welfare programs for active bargaining unit members. Any modifications made at any time in such programs shall apply to participating early retirees.
- c) In the event the medical plan elected by the participating early retiree exceeds the District's contribution rate, it shall be the participating early retiree's responsibility to ensure that the appropriate differential amount is received by the District on the first of the month prior to the month for which payment is being made. If payment is not received by the fifth (5th) day of each month, termination of benefits will occur on the last day of the month for which payment was received.
- d) Upon reaching age sixty-five (65), all benefits under this program shall terminate.

11.3.4 In the event that bargaining unit members who retire under this program or any other early retirement program, become ineligible to participate in the District-adopted health and welfare programs for any reason other than residency, the District shall have no further obligations under this early retirement program, and all benefits shall terminate immediately. If the reason for ineligibility is the residency of the participant, the District shall continue to contribute the same dollar amount set forth in Section 11.3.3 (a) on behalf of the participating early retiree, provided the conditions below are satisfied:

- a) It shall be the responsibility of the participating early retiree to:
 - 1) Secure and enroll in a plan that provides for appropriate coverage for the retiree and any eligible dependents.
 - 2) Pay the premiums for the plans elected directly to the insurer.
 - 3) Provide the District with proof of payment at such time and in such a manner as required by the District.
- b) In the event the participating early retiree satisfies all of the conditions set forth in Section 11.3.4 (a), 1, 2, and 3, the District shall reimburse the retiree for payments made to the insurer in an amount not to exceed the contribution set forth in Section

11.3.3 (a). The District will reimburse the retiree only after receipt of satisfactory information that the premium has been paid by the early retiree to the insurer.

11.4 Modified Section 125 Plan

The plan allows bargaining unit members to redirect a portion of salary, on a pre-tax basis, to a flexible spending account to provide reimbursement for two specific types of expenses: Dependent Day Care (DDC) and Unreimbursed Medical (URM). In addition bargaining unit members may elect to redirect, on a pre-tax basis, a share of the monthly premium for health insurance.

ARTICLE 12
PERSONNEL MATTERS AND FILES

- 12.1** Employees summoned to meet for the purpose of possible disciplinary actions shall have the right to request and to be accompanied by a representative.
- 12.2** There shall be only one (1) official District personnel file for each bargaining unit member. The personnel file shall be kept in a secured place in the Office of Human Resources. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the bargaining unit member's employment with the District. The personnel file shall include, but need not be limited to, records of employment with the District and records of professional evaluation. In addition, such records as educational advancement and pertinent work experience as provided by the bargaining unit member shall be a part of the official District file.
- Each contract/regular bargaining unit member will keep the District Office of Human Resources advised of the bargaining unit employee's current home or mailing address and telephone number.
- 12.3** The material in the file shall be made available for the inspection of the bargaining unit member to whom the file pertains except ratings, reports, or records which were (1) obtained prior to employment of the bargaining unit member; (2) prepared by identifiable examination committee members; and (3) obtained in connection with a promotional evaluation.
- 12.4** Any employee may examine his or her own personnel file maintained by the Chaffey Community College District at any reasonable time. A representative may, with written authorization by the bargaining unit member, have access to the respective file. Such review shall take place in the presence of an authorized representative of the Chaffey Community College District. An employee may not remove documents from the personnel file but may request to have such documents reproduced for personal use at the employee's expense. When a bargaining unit member's file is opened for any purpose other than routine office work, a file utilization form shall show the name of the person opening the file, the date, and the purpose.
- 12.5** Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District. Anonymous communications shall not be placed in the personnel file or in any other file maintained in the District.
- 12.6** A bargaining unit member may forward to the chief personnel officer materials for inclusion in his or her file. All reasonable requests for inclusion of pertinent material in the bargaining unit member's file shall be accommodated. Materials not filed shall be returned to the bargaining unit member.
- 12.7** The bargaining unit member shall have the right to respond in writing to any clearly designated item in the file. The response shall be attached to the designated item.
- 12.8** Information of a derogatory nature, except that listed under Section 12.2 of this Article, shall not be filed unless and until the bargaining unit member is given written notice and an opportunity to review and attach a written response within twenty (20) service days of receipt of such materials in accord with California Education Code provisions. Due to special circumstances, a time extension may be granted by the Chief Instructional Officer or designee.

- 12.9** The bargaining unit member shall have the right to copies of materials within the file except as noted in Section 12.2 above. The actual cost of such duplication shall be paid by the bargaining unit member. In the event of disciplinary action against the bargaining unit member, such member, upon request, shall be provided, at District, expense with a copy of any or all material in the file deemed necessary by the bargaining unit member, except as noted in Section 12.2 above.
- 12.10** The first-level manager may remove derogatory material placed in a faculty member's personnel file (other than Class I—permanent records), upon the written request of the faculty member. The first-level manager will provide a written response as to the decision in a timely manner.

ARTICLE 13
GRIEVANCE PROCEDURE FOR BARGAINING UNIT MEMBERS

13.1 Definitions

13.1.1 Grievance. A "grievance" is an allegation that a bargaining unit member has been adversely affected by a violation of the specific provisions of this Agreement.

13.1.2 Grievant. A "grievant" may be either the Association or the bargaining unit member referred to in 13.1.1. The grievant may be accompanied by a representative of the Association at any level or step in the grievance process.

13.1.3 Day. A "day" is any day in which central administrative offices of the District are open for business.

13.1.4 First-Level Manager. The "first-level manager" is the lowest level supervisor or administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances by the superintendent/president.

13.1.5 Timelines. An extension of "timelines," as specified in Section 13.2 may be extended by mutual agreement between the appropriate administrator or designee and the appropriate Association representative, provided the request is made prior to the expiration of the stipulated timelines. Extensions during non-service days shall receive automatic approval, provided such requests are made in a timely manner.

13.2 Procedure

13.2.1 Informal Level

Within ten (10) days after the grievant becomes aware of the occurrence of the act or omission giving rise to the grievance and before filing a formal written grievance, the grievant shall attempt to resolve the issue by an informal conference with the appropriate first-level manager and/or the person occasioning the grievance, who shall respond to the grievant within five (5) days. If the recipient of the grievance does not respond within the time limit, the grievant may file a formal grievance.

13.2.2 Formal Levels

(a) Level I

If the grievant is not satisfied with the decision at the informal level, the grievant must, within ten (10) days, present the grievance in writing on the District's grievance form to the first-level manager or the person occasioning the grievance.

This shall be a clear, concise statement of the grievance, the circumstances involved, the specific Agreement provision allegedly violated, the decision rendered at the informal conference, and the specific remedy sought.

The recipient of the grievance (i.e. the first-level manager or person occasioning the grievance) shall communicate a decision to the bargaining unit member in writing within five (5) days after receiving the grievance. If the recipient of the grievance does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, the recipient of the grievance may request a personal conference with the grievant with the stipulation that the grievant may be accompanied by an Association representative.

At any point in the process of Formal Level 1 and after the grievance has been submitted, the parties can mutually agree to submit the issue to the Labor Management Committee for resolution. Once submitted to the Labor Management Committee, the timelines of Formal Level I and II are suspended until either party withdraws the issue in writing from the Labor Management Committee. At that point the applicable timeline is resumed and the formal grievance process continues.

(b) Level II

If the grievant is not satisfied with the decision at Level I, the grievant may, within five (5) days, appeal the decision on the appropriate form to the superintendent/president or designee.

This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.

The superintendent/president or designee shall communicate in writing a decision to the grievant within five (5) days. If the superintendent/president or designee does not respond within the time limits provided, the grievant may proceed to arbitration.

13.3 Mediation

If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) days, submit a request in writing to the Association requesting mediation of the dispute. Within fifteen (15) days of the receipt of the grievant's request, the Association shall review the request and notify the grievant and the District that it wishes to submit or not submit the grievance to mediation.

Once the mediation request is submitted, the Association and the District shall attempt to agree upon a mediator within 30 days. If no agreement can be reached, the District shall request the State Mediation and Conciliation Service to supply a mediator.

The fees and expenses of the mediation shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The mediation will have no power to add to, subtract from, or modify the terms of this Agreement or the policies and procedures of the District.

13.4 Arbitration

If the grievant is not satisfied with the outcome of mediation, the grievant may, within five (5) days of the close of mediation, submit a request in writing to the Association requesting binding arbitration of the dispute. Within fifteen (15) days of the receipt of the grievant's request, the Association shall review the request and notify the grievant and the District that it wishes to submit or not submit the grievance to arbitration.

Once the arbitration request is submitted, the Association and the District shall attempt to agree upon an arbitrator within 30 days. If no agreement can be reached, the District shall request the State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools.

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.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the submitted grievance. After hearing the grievance, the arbitrator shall, within thirty (30) days, submit in writing to all parties his/her findings and decisions.

The arbitrator's decision shall be final and binding.

The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the policies and procedures of the District.

13.4.1 Action in Force

The dismissal of, and imposition of penalties for cause on any administrator who has tenure as a faculty member shall be in accordance with the provisions of this Agreement, provided that the District shall require such administrator to file with the Association adequate security to pay the employee's share of the cost of any arbitration resulting from the application of such procedures.

13.5 Computation of Timelines

Except for the initiation of the grievance at the informal level, timelines begin with the date the response is received by the grievant in person or by district email, or if the United States Postal Service is utilized, two (2) mail service days after the date imprinted by the Postal Service on the envelope containing the communication.

13.6 Failure of the grievant to meet the time limits provided for in this Agreement article shall be deemed a withdrawal of the grievance.

ARTICLE 14 LEAVE PROVISIONS

Any bargaining unit member with justifiable reason, upon request, may be granted a leave of absence by the Governing Board beyond that provided herein or otherwise provided by law.

No leave of absence may extend beyond the close of the current school year except by renewal by the Governing Board. A bargaining unit member who has been on leave for one (1) year will not be eligible for a renewal, except as recommended by the superintendent/president and approved by the Governing Board. The member's salary is computed upon a per diem basis. Per diem salary for bargaining unit members will be computed by dividing the bargaining unit member's total annual service days into the annual salary.

Unless otherwise specified by the District, each bargaining unit member on leave must notify the Office of Human Resources in writing by February 15 as to whether he or she will return to employment for the following year. The notification will be binding on the District and the bargaining unit member, and failure to notify the District on or before February 15, or failure to subsequently fulfill the commitment made on February 15, will be considered a voluntary resignation unless unusual circumstances warrant reconsideration by the Governing Board.

To receive credit for absence under these leave policies, the bargaining unit member shall complete and submit to the first-level manager the District's absence report form, identifying all service days missed, within seven (7) calendar days of the date the bargaining unit member returns to work.

If there is reason to believe that there has been a misuse of leave, the appropriate administrator may require the bargaining unit member to provide verification for an absence of any duration.

14.1 Definition of Immediate Family

For the purposes of this agreement, "immediate family" is defined as follows: child (including biological, foster, adopted, stepchild, legal ward, or a child of a person standing *in loco parentis*); parent (including biological, foster, adopted, stepparent, or legal guardian), grandparent, or grandchild of the bargaining unit member or of the spouse of the bargaining unit member; and the spouse or domestic partner (as defined in the California Codes Family Code, Section 297), son-in-law, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the bargaining unit member, or any relative living in the immediate household of the bargaining unit member.

Requests for leaves for persons other than immediate family may be granted at the discretion of the superintendent/president or designee.

14.2 Sick Leave

14.2.1 Each full-time bargaining unit member is entitled to one (1) day sick leave for each month of paid service including sabbatical leave. If the bargaining unit member's assignment is less than 100 FTEF, the member shall earn the proportionate fraction thereof. Sick leave shall be allocated at the beginning of the academic year or contract period (if less than an academic year). Sick leave may not be used prior to the effective date of employment.

Sick leave benefits may be transferred from other public school employment at the written request of the employee and credited to the bargaining unit member in accordance with the requirements and procedures of the California Education Code.

Sick leave benefits shall be canceled with the District when a bargaining unit member severs official employment with the District. Sick leave benefits may be transferred to other public school employment, pursuant to the provisions of the California Education Code.

When absent due to illness, the bargaining unit member will be paid as though working until the accumulated sick leave has been used. For full-time bargaining unit members, absences shall be recorded in quarter-day increments.

When sick leave has expired, a bargaining unit member will be paid for a period not to exceed five (5) months the difference between one's salary and that paid to a substitute pursuant to the provisions of the California Education Code.

For full-time bargaining unit members, absences of five (5) consecutive service days or more require that a certificate of illness or injury and authorization to return to work from a health care provider, as defined in the Family Medical Leave Act, be presented to the first-level manager.

For part-time bargaining unit members, a certificate of illness or injury and authorization to return to work shall be required under the following conditions:

- One (1) assignment day per week after the 2nd consecutive absence
- Two (2) assignment days per week after the 3rd consecutive absence
- Three (3) assignment days per week after the 4th consecutive absence
- Four (4) assignment days or more per week after the 5th consecutive absence

14.2.2 For hourly assignments, bargaining unit members earn sick leave benefits on the basis of total contact hours multiplied by a factor of 0.0834 for each assigned section or noninstructional service provided per semester. For hourly assignments, absences shall be recorded in half-hour increments.

14.2.3 Catastrophic Illness/Injury Program

The purpose of the program, consistent with Education Code 87045, is to permit faculty individual donations of sick leave from fellow faculty when managing a catastrophic illness or injury.

14.2.3.1 General Provisions for All Faculty

- a) A faculty member with a catastrophic illness or injury that incapacitates the faculty member for a period of three (3) months or more may participate in this leave program
- b) The faculty member must provide to Human Resources written verification of the catastrophic illness or injury from a licensed health care provider (MD, DO, Physician's Assistant, or Nurse Practitioner).
- c) The faculty recipient has exhausted all sick leave before donated leave can be used.
- d) All faculty participation in the program is voluntary.
- e) Faculty participants must have achieved contract year 4 or regular status.
- f) Both the donor and recipient must be actively employed by the District at the time of the donation and/or request.
- g) Faculty who wish to request donations must do so through Human Resources by submitting in writing their medical documentation, anticipated duration of the leave, and formal request for donation.

- h) Human Resources will announce a call for donations via email and will accept donations for a period of ten (10) services days.
- i) Recipients and donors must acknowledge in writing at the time of donation that the donation cannot be revoked.
- j) The identity of donors shall not be disclosed to the recipients.
- k) Donations will be accepted up to the maximum number of days allowed in order of receipt.
- l) Once the District is officially notified in writing of a full-time faculty member's retirement or separation, that faculty member may not donate, request, or accept donations.
- m) The administration and participation in the Catastrophic Illness/Injury Program is not grievable.
- n) The program is managed by the Chaffey College Human Resources Department.

14.2.3.2 Provisions for Full-Time Faculty

(a) Donations

- 1. Full-time faculty donating sick leave must retain a minimum of ten (10) days of accrued sick leave in their leave balances after donation.
- 2. Donations must be made in days and shall be used only to cover base contract load. A one (1) day minimum donation is required for full-time faculty who wish to donate.
- 3. Leave allocated to full-time faculty as a result of their full contract load may only donate to other full-time faculty who are contract year 4 and Regular.

(b) Recipients

- 1. Full-time faculty recipients may not accept more than an equivalent of a contract year and must use it within a maximum period of 12 consecutive months.
- 2. Faculty receiving donations shall receive day per day credit as paid status for sick leave donated by other faculty and shall only be used to cover base contract load.
- 3. Prior to requesting subsequent catastrophic leave donations, faculty recipients must work a full contract year of service.

14.2.3.3 Provisions for Part-Time Faculty

(a) Donations

- 1. Part-time faculty donating sick leave must retain a minimum of twenty (20) hours of accrued sick leave in their leave balances after donation.
- 2. Donations must be made in hours. A minimum four (4) hour donation is required for part-time faculty who wish to donate.
- 3. Leave allocated to part-time faculty may only be donated to other part-time faculty who are actively employed at the time of the donation.
- 4. Full-time faculty may donate to part-time faculty in minimally four (4) hour increments from sick leave accrued from hourly assignments.

(b) Recipients

- 1. Part-time faculty recipients may neither accept nor use more than the number of hours needed for the paid support of the remainder of the primary term in which the catastrophic injury/illness occurred.

2. Part-time faculty receiving donations shall receive hour per hour credit as paid status for sick leave donated by other faculty.
3. Part-time faculty recipients must work for two (2) continuous primary terms prior to requesting catastrophic leave.
4. Full-time faculty may not request donations from part-time faculty to cover an hourly assignment.

14.3 Pregnancy Disability Leave

14.3.1 Bargaining unit members are entitled to use sick leave for disabilities caused by or attributed to pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions that govern leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or nonmedical preparation for child bearing, but shall be limited to those disabilities set forth above. The length of the pregnancy disability leave, including the date on which the leave shall commence and the date on which duties are to be resumed, shall be determined by the bargaining unit member and the bargaining unit member's physician.

14.3.2 Contract/regular bargaining unit members are entitled to leave without pay for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from once sick leave provisions have been exhausted. The date on which the bargaining unit member shall resume duties shall be the day after the disability is ended as determined by the bargaining unit member on leave and the bargaining unit member's physician. The leave shall not exceed twelve (12) months per occurrence. The first-level manager shall inform the appropriate administrator with reasonable advance notice of the bargaining unit member's anticipated date of return.

14.4 Occupational Injury/Illness Leave

14.4.1 A bargaining unit member who is absent from duty because of illness or injury resulting from an accident or condition which qualifies under Occupational and Workers' Compensation Insurance shall be granted an occupational leave not to exceed sixty (60) days for the same accident in any one (1) fiscal year. Occupational leave shall be granted from the first day of disability but shall not extend beyond the last day for which temporary disability indemnity is received from the District Workers' Compensation Insurance Administrator. When the leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due to him or her for the same illness or injury.

14.4.2 Only absences which are supported by a doctor's certificate and have been verified by the District Workers' Compensation Insurance Administrator to be the result of a work-connected injury or illness can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the bargaining unit member's personal illness leave or other appropriate leave.

14.4.3 Should the bargaining unit member's absence due to an occupational injury or illness extend beyond sixty (60) days, the bargaining unit member shall be entitled to use accrued personal illness leave until temporary disability benefits cease, until he or she returns to duty, or until personal illness credits have been used up, whichever is sooner.

14.4.4 During any period a bargaining unit member is receiving only a regular salary from the District, the bargaining unit member is required to endorse over to the District all temporary disability benefits received from the District Workers' Compensation Insurance Administrator. Charges to the bargaining unit member's leave balances shall be as follows:

- a) Occupational leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid by the District Workers' Compensation Insurance Administrator.
- b) Personal illness leave shall be reduced only by that amount necessary to provide a full day's salary when added to temporary disability benefits.

14.4.5 A bargaining unit member who is absent because of a work-connected injury or illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed one's full salary during the period of absence.

14.4.6 A bargaining unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

14.4.7 When all available leaves of absence, paid or unpaid, have been exhausted, and if the bargaining unit member is not medically able to assume the duties of his or her position, he or she may be placed on unpaid leave of absence, at which time he or she shall be granted paid health insurance benefits in the same manner as though he or she were an active regular bargaining unit member of the District.

14.5 Personal Necessity

14.5.1 A bargaining unit member may use up to six (6) days of accumulated sick leave per year as personal necessity.

14.5.2 A personal necessity is defined as an activity which is serious in nature, cannot be reasonably disregarded, can only be performed during the normal school day, and cannot be performed before or after regular school hours. Paternity leave, death in the family, accident involving the bargaining unit member or property, certain types of medical and dental services, or other compelling personal reasons are included as personal necessity leave. Absences for social or recreational activities, departing early or returning late for duty, are not defined as personal necessity.

Each full-time bargaining unit member shall be entitled to use each academic year two (2) days of personal necessity leave for the purpose of conducting personal business. Bargaining unit members with hourly assignments shall be entitled to use this provision for two (2) assignment days per academic year. In order to minimize disruptions to the educational process, at least 48 hour written notification to the first-level manager is required.

To further minimize disruptions to the educational process, faculty members will be present during the first instructional week of the term and the final exam period of each term. Use of personal business days during this time may be approved by the first-level manager under extenuating circumstances. Proper documentation must accompany these requests.

14.5.3 Under no circumstances shall personal necessity leave be used by the bargaining unit member to participate in Association activities or a concerted job action as outlined in Article 8.

14.5.4 The use of this leave due to a death in the immediate family would be in addition to bereavement leave set forth in Section 14.7 below.

14.5.5 The bargaining unit member may be required to submit a written statement to substantiate the personal necessity leave.

14.6 Family Care

Sick leave may be used for family care as identified below and shall not exceed four (4) days in an academic year. The time off will be deducted from accrued sick leave. An extension of absence may be granted at the discretion of the superintendent/president, subject to the approval of the Governing Board.

a) Parental

A faculty member who becomes the natural (e.g., birth or surrogate) or adoptive parent of a child shall be entitled to Family Care leave immediately after birth or completion of appropriate adoption papers. Documentation shall be submitted to Human Resources within thirty (30) days of the event.

b) Catastrophic

A faculty member shall be entitled to Family Care leave for catastrophic care of an immediate family member.

14.7 Bereavement Leave

No deduction in salary or sick leave entitlement shall be made for absence due to death in the immediate family. Not more than three (3) days' absence, or five (5) days if out-of-state travel is necessary, shall be allowed under this section. All days must be taken within ninety (90) calendar days following the death of the family member.

Inclusion of any other family members or any extension of the absence may be granted at the discretion of the superintendent/president, upon recommendation of the Chief Instructional Officer.

14.8 Judicial Leave

Judicial leave shall be granted to regular/contract bargaining unit members without loss of pay when the bargaining unit member must respond to a subpoena for jury duty or is officially required to appear on behalf of the District in litigation. Judicial leave shall be granted to part-time bargaining unit members for up to five (5) days without loss of pay when the bargaining unit member must respond to a subpoena for jury duty. Jury fees will be endorsed back to the District, and official court verification indicating the specific days of jury service must be attached to the District absence form. However, once the above noted five (5) days have been exhausted, the part-time faculty member may retain the jury compensation. Due to special circumstances, the part-time faculty member may request an extension of paid judicial leave which may be granted by the appropriate administrator responsible for the Office of Human Resources.

14.9 Legislative Leave

A regular bargaining unit member elected to the Legislature shall be granted an unpaid leave of absence from the duties as an employee of the District. Within six (6) months after the term of office expires, the employee is entitled to return to the position held at the time of election. The bargaining unit member shall notify the District of the intention to return at least four (4) months in advance.

14.10 Sabbatical Leave

Sabbatical leaves will be limited to professional growth activities; i.e., activities which subsequently relate to the person's assignment.

A maximum of two and one-half (2.5) percent of the prior academic year regular full-time bargaining unit members may be permitted sabbatical leaves each academic year. In determining the 2.5 percent, the District shall use the standard rounding rules to the nearest whole number. The Governing Board may, at its sole discretion, approve or disapprove sabbatical leaves.

Faculty who are granted sabbatical leaves will not be eligible to retain any District assignment, unless it's part of the sabbatical design.

If a regular faculty member receives an overall evaluation of "Needs Improvement" or "Unsatisfactory," that faculty member will not be eligible for a sabbatical leave unless and until the faculty member's evaluation has been determined to be satisfactory.

In the event that a sabbatical leave has been approved prior to the receipt of a "Needs Improvement" or "Unsatisfactory" evaluation, said sabbatical shall be revoked until the successful completion of a remedial/development plan and the faculty member's evaluation has been determined to be satisfactory.

14.10.1 Application for sabbatical leaves will be made in writing using the appropriate form. By October 1 of the preceding academic year, the form will be sent to Human Resources to certify the employee has met the service requirements, is in good standing, and meets other contractual and legal conditions for the requested sabbatical. Upon certification by Human Resources, the form will be forwarded to the appropriate first-level manager who will determine whether the requested leave presents any major difficulties for the ongoing activity of the educational program. Upon recommendation by the first-level manager, the form will be forwarded to Faculty Senate by November 1. Faculty Senate will ensure the application has appropriate content and objectives that are likely to enhance professional development of the applicant and the educational program of the district. After Faculty Senate recommendation, the Chief Instructional Officer, through the superintendent/president, shall make a recommendation based on academic and professional criteria as agreed upon by Faculty Senate and the CIO, to the Governing Board.

14.10.2 The request for a single or multiple term, (not to exceed one (1) academic year) sabbatical leave as provided for in Section 14.10.7 shall be submitted to the Chief Instructional Officer or designee on or before January 15 of the preceding academic year.

14.10.3 If recommended applications exceed two and one-half (2.5) percent, first priority will be greater number of years of consecutive service without a sabbatical; second priority will be lesser number of previous sabbaticals; third priority will be seniority (based on seniority number).

14.10.4 The bargaining unit members' pay will be computed on the bargaining unit members' base salary on the appropriate contract/regular salary schedule.

14.10.5 One hundred (100) percent of the base salary for a single-semester sabbatical or eighty (80) percent of the base salary for a one(1)-year sabbatical will be paid.

14.10.6 The bargaining unit member must submit a detailed report of the activities during the leave. The report must be received by the Faculty Senate no later than Friday of the

fourth week of instruction, after the return to regular assignment, as shown on the current Academic Calendar. The report must be received by the Chief Instructional Officer no later than Friday of the eighth week of instruction. Due to special circumstances, a time extension may be granted by the Chief Instructional Officer. Failure to carry out the sabbatical plan as approved by the Governing Board, and/or to file the required report, will result in leave pay repayment to the District.

14.10.7 A sabbatical leave may be granted in separate units rather than for a continuous combined leave, provided it shall be commenced and completed within a three (3) year period. Faculty members applying for sabbatical leave must indicate at the time of application if the sabbatical leave is to be taken in separate units or for a continuous combined leave.

14.10.8 Every bargaining unit member, as a condition of being granted a sabbatical leave of absence, shall agree in writing to render a period of service which is equal to twice the period of the leave in the employ of the Governing Board of the District after returning from the leave of absence.

14.10.9 The bargaining unit member shall be compensated while on sabbatical leave in the same manner as if the member was on duty in the District. The bargaining unit member shall provide the District with a suitable bond equal to the paid salary, fringe benefits, and retirement contribution. The bond shall indemnify the District against loss in the event the member fails to return to service for a period equal to twice the time on sabbatical leave or fails to comply with the provisions of the approved sabbatical plan. This bond shall be received by the Office of Human Resources no later than sixty (60) calendar days prior to the start of the sabbatical. Otherwise, the sabbatical is denied. Due to special circumstances, a time extension may be granted by the Chief Instructional Officer or designee. Should the faculty member not return to the District, not serve the requisite term after returning, or otherwise fail to fulfill the obligation, that person shall repay the District the full salary received while on sabbatical, plus fringe benefits and retirement contributions, paid by the District. Should the faculty member return for a portion of the required period, the repayment shall be reduced proportionately. The District shall waive repayment in the event that the failure by the faculty member to meet the obligation is caused by a mental or physical disability or by the death of the faculty member.

14.11 Military Leave

A military leave of absence will be granted to contract/regular bargaining unit members pursuant to the California Education Code. A copy of the official orders requiring the bargaining unit member to report to active duty shall be submitted promptly to the Office of Human Resources.

Under declaration of war or a declared presidential emergency, a contract/regular bargaining unit member who is granted military leave will earn service increments the same as if teaching. The contract/regular bargaining unit member shall be paid regular salary at the time the leave is granted for a period of time of up to thirty (30) service days maximum in any fiscal year.

14.12 Miscellaneous

14.12.1 Unless otherwise provided for in this Article, bargaining unit members, while on paid leave of absence, shall be entitled to:

- a) Return to the same general classification of position at the end of the leave which was held prior to the granting of the leave.
- b) Continued insurance benefits.
- c) Receive credit for annual salary increments granted during leave except in cases of sick leave or part-time assignment where service is not rendered for seventy-five (75) percent of the days in the academic calendar.

14.12.2 A bargaining unit member on unpaid leave of absence shall be entitled to:

- a) Return to the same general classification of position at the end of the leave which was held prior to the granting of the leave.
- b) The option to continue insurance benefits at the bargaining unit member's expense, provided eligibility requirements are met and any voluntary plan permits the continuation. It shall be the employee's responsibility to pay the first and last month's premium in advance. Thereafter, the appropriate amount is to be received by the District monthly. Failure to abide by the payment provisions will result in termination of the benefits.

14.12.3 Absence of bargaining unit members at the beginning of each new term:

- a) Each bargaining unit member has the obligation to attend the first general staff and school/area meetings on convocation day.
- b) A bargaining unit member may be excused from these obligations by request through the first-level manager to the appropriate administrator because of illness or conflicting dates for activities that can increase the member's effectiveness in the work at Chaffey College; e.g., a study grant, a summer teaching position, attending summer sessions, employment related to the teaching field.

14.12.4 Approval for an absence to attend a convention, association meeting, or organizational conference is requested through the first-level manager to the appropriate administrator and shall be made well in advance. Attendance at the aforementioned shall not be counted for unit advancement unless it meets the criteria under Section 22.2.2 (Column Advancement).

14.12.5 Leaves without pay not to exceed one (1) academic year may be granted to regular bargaining unit members. Requests are to be made through the first-level manager to the appropriate administrator. Criteria to be used in evaluation of the request include:

- a) Impact on the educational program.
- b) Appropriateness of the request to the individual bargaining unit member's assignment.
- c) Benefit to the District.

14.12.6 Absences other than those specified herein will be at the expense of the individual bargaining unit member.

14.13 Retraining Leave

14.13.1 When in the opinion of the District it is necessary for a regular bargaining unit member to be retrained (e.g., through employment, in-service, internship, or coursework, etc.) during an academic year, such leaves may be granted with the consent of the bargaining unit member subject to the following criteria:

- a) On-the-job experience is necessary to maintain recency in the field, improve teaching skills, and/or to keep up with changing technology.
- b) Changing community needs require retraining of the regular bargaining unit member for service in an existing or other area.
- c) There is a direct relationship to a bargaining unit member's current assignment.
- d) There is evidence that no other responsible alternative is available.

14.13.2 Whenever the intensive in-service training provides compensation, District compensation for the leave will be the difference between the current faculty contract and the training compensation. Existing bargaining unit member fringe benefits shall be maintained unless comparable benefits are provided by the in-service employer. Neither degree nor unit advancement credit for in-service training shall be granted. However, the period of time a bargaining unit member spends in in-service training shall count toward service increments.

14.13.3 In accordance with current and/or anticipated needs of the District, and in an effort to maintain continued employment within the District, the District and the Association acknowledge that the primary responsibility for in-service/retraining resides with the bargaining unit member. In support of this effort, the District will develop a retraining plan and may use reassigned time as appropriate in consultation with the bargaining unit member.

14.13.4 Schools, areas, and the Faculty Senate, acting as a committee of the whole, may make recommendations regarding in-service training projects. Such recommendations shall be presented through the Chief Instructional Officer to the superintendent/president for Governing Board approval.

14.14 Reduced Workload

Regular bargaining unit members with at least ten (10) years of full-time service to the District are eligible for a reduced workload assignment.

14.14.1 The following conditions must be met to be eligible for a reduced workload:

- a) The reduction in workload must be administered in accordance with California Education Code, Section 87483.
- b) The employee must have reached the age of fifty-five (55) prior to reduction in workload.

- c) The employee must have had five (5) years of full-time faculty employment with the District, without a break in service, immediately preceding the reduction. Sabbatical leaves shall not constitute a break in service. Time spent on a sabbatical leave shall not be used in computing the five (5)-year full-time service requirement.
- d) The employee must have at least ten (10) years of full-time faculty experience with the District.
- e) A request for a reduced workload must be submitted in writing to the appropriate first-level manager on or before February 1 of the preceding academic year. Due to special circumstances, a time extension may be granted by the Chief Instructional Officer or designee.
- f) The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his or her final year of service in a full-time position. (The employee must work at least 50.00 FTEF).

Faculty on reduced workloads may apply for continued reduced workload status for up to ten (10) years on a year-to-year basis according to the above procedure.

- 14.14.2** Once the assignment is granted, the reduced workload assignment may be revoked only with the mutual consent of the employee and employer. The reduction in workload will be effective for up to one (1) academic year's service upon approval of the Governing Board.

ARTICLE 15 TRANSFER

15.1 Definition

For the purpose of this section, a "transfer" shall mean the reassignment of a contract/regular bargaining unit member for more than fifty (50) percent of his or her full-time load from one (1) school/area, department, or site to another. Transfers shall not be punitive or disciplinary in nature. They shall be based on the educational needs of the District.

15.2 Criteria

Bargaining unit members who are transferred must meet all the following criteria:

- a) Possesses the state minimum qualifications for hire, as defined in the Board of Governors' discipline list, or any District equivalencies that have been established. Possessing a California Community College life credential entitling a faculty member to teach in a discipline will not be itself sufficient to make a faculty member qualified for transfer;
- b) Possesses other District and/or external requirements of the position (e.g., external accrediting board requirements);
- c) Demonstrated recency of acquired knowledge, experience, and/or training that enables the bargaining unit member to teach or perform all required tasks and responsibilities of the assignment.

15.3 Voluntary Transfer

Regular bargaining unit members may request a voluntary transfer when there is a full-time position opening or prior to the creation of a full-time position opening.

15.3.1 Voluntary Transfer Procedure

15.3.1(a) – Opening Exists

- The development of desirable qualifications shall be consistent with the process used for the hiring of tenure-track full-time faculty openings. The development of desirable qualifications must be completed before the position announcement is finalized and a Transfer Selection Team is determined.
- The District shall provide the Association President with announcements of open faculty positions.
- Human Resources shall email open position announcements to all full-time faculty.
- Regular full-time faculty members desiring to transfer into an open full-time position shall file a Voluntary Transfer Request form within five (5) working days of posting.
- It shall be the responsibility of the faculty member to provide the District with all non-Chaffey College District records necessary to substantiate the claim of meeting the criteria as specified in Section 15.2.
- Within five (5) working days of the date the first-level manager of the school in which the opening exists receives the transfer request, the manager will notify the full-time discipline faculty of the request and the need to identify faculty to serve in the transfer selection process. Within

ten (10) working days of that notification, full-time faculty discipline peers shall select, by a majority vote, one (1) to three (3) full-time faculty discipline peers to serve on the transfer selection team. The Transfer Selection Team shall consist of the first-level manager of the school in which the opening exists, one coordinator from the discipline in which the opening exists, and the elected faculty discipline peer(s).

- A faculty discipline peer must meet the same minimum qualifications as the advertised position. In the event that discipline faculty are not available, the Labor Management Committee will convene to identify appropriate area specialist(s) to serve on the Transfer Selection Team.
- The first level manager shall convene the Transfer Selection Team to review qualifications, interview transfer applicants, and make a recommendation to the appropriate vice president.
- Regular faculty members shall be considered before any external candidates are considered.
- Transfers are subject to approval of the first-level manager of the school in which the opening exists and the appropriate vice president. A regular faculty member who has been denied a voluntary transfer may, within five (5) working days of such denial, request a meeting with the first-level manager and the appropriate vice president to reconsider the decision. The meeting shall be scheduled and held within a reasonable time period.
- The subsequent decision of the first-level manager and vice president shall be final.

15.3.1(b) – No Opening Exists

- A regular faculty member may also request a transfer when no opening has been announced by filing a Voluntary Transfer Request form with Human Resources. All requests for transfer submitted in this manner shall be kept on file until June 30 of the following year.
- If a need is determined for a possible transfer by the appropriate vice president, the process outlined in 15.3.1(a) shall apply.

15.4 Involuntary Transfer

The District may transfer a contract/regular bargaining unit member for any of the following reasons:

- a) Changes in District organization.
- b) Increases or decreases in enrollment.
- c) Addition or elimination of an educational service.
- d) Best educational interest of the District.
- e) Other reasons as determined by the District.

Except in cases of emergency¹ a contract/regular bargaining unit member who is to be involuntarily transferred shall be given written notice of the transfer no less than ten (10) working days before the transfer is to occur.

Within five (5) working days of the notice of involuntary transfer, a bargaining unit member may request a meeting to discuss the involuntary transfer with the first-level manager and appropriate vice president. Prior to the transfer, the meeting shall be scheduled and held with the first-level manager and the appropriate vice president to reconsider the decision.

The subsequent decision of the first-level manager and vice president shall be final.

15.5 Evaluation Resulting from Voluntary or Involuntary Transfer

Any faculty member either transferred on a voluntary or an involuntary basis shall be evaluated at least once in the first year of the transfer assignment in accordance with the procedures identified in Article 20. Once the faculty member has received a satisfactory evaluation in the transfer assignment, then he or she will return to the regular evaluation cycle for regular faculty and to the continuing evaluation cycle for contract faculty.

¹ An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action which affects District course offerings, facilities, or equipment, or otherwise involves an act of God or specific government order requiring the District to take certain action or refrain from taking certain action.

ARTICLE 16
REDUCTION IN FORCE

16.1 The District and the Association will follow the appropriate sections of the California Education Code relating to Reductions in Force.

16.2 The Association and the District agree that faculty service areas are defined as of July 1, 1990, as the Chaffey Community College District: the District and the Association hereby establish one faculty service area known as the Chaffey Community College District. In the event of a reduction in force, a faculty member shall be eligible to provide any service in the Faculty Service Area (FSA) in which the faculty member has met both the minimum qualifications and the district standards described in Sections 16.3 and 16.4.

16.3 The minimum qualification for providing any service in the FSA shall be one of the following:

- 1) Those established by the California Community College Board of Governors; or
- 2) Equivalency adopted by the District; or
- 3) Valid California credential authorizing the particular service at the community college level.

16.4 The standard for providing any service in the FSA shall be one of the following:

- 1) Minimum qualifications established by the California Community College Board of Governors; or
- 2) Equivalency adopted by the District;* or
- 3) Having been in the past the instructor of record in the FSA for a minimum of one (1) term at Chaffey College.

16.5 Mutual Consent Condition to Change

Provisions of the Agreement relating to the standards in this Article, specifically Section 16.3 and Section 16.4, can be added, deleted, or modified at any time for the duration of the Agreement by mutual consent of the Faculty Association and the District.

* As confirmed in the faculty member's official personnel file

ARTICLE 17
ACADEMIC CALENDAR

- 17.1** The Academic Calendar of the District, in terms of the beginning and ending dates of days of instruction, holidays, etc., shall be developed by the District in consultation with the Association. Recognizing that the arrangements of the calendar in terms of beginning and ending dates, holidays, etc., are of concern to the Association, the District will develop an academic calendar by a committee composed of representatives from the Association, Faculty Senate, and the District. The function of this committee is to recommend the academic calendar to the District and the Association prior to recommendation to the superintendent/president who, in turn, shall recommend the academic calendar to the Governing Board. The composition of the committee shall be as follows: two (2) representatives from the Association; two (2) representatives from the Faculty Senate; and four (4) representatives from the administration (one of whom will chair the committee); members from other constituencies as deemed appropriate by the District. The members of the committee shall be appointed by their representative bodies with the exception of the administration members who shall be appointed by the superintendent/president.
- 17.2** The Association recognizes and acknowledges that the determination of an academic calendar, including a conversion from one calendar system to another (example, quarter to semester), is an exclusive right of the District.
- 17.3** The college Academic Calendar shall consist of 176 contracted days for full-time bargaining members. Each contract/regular bargaining unit member has the obligation to attend the college's first scheduled general staff and school/area meetings on convocation day as well as professional development activities (such as Faculty Lecture of the Year) scheduled in accordance with the Flex Calendar.

An annual contract of 176 days shall be equivalent to ten (10) months; an annual contract of 196 days shall be equivalent to eleven (11) months.

Whenever regular scheduled duties (teaching, counseling, instructional specialists, etc.) fall on fewer than five (5) days, faculty are not excused from responsibilities as referenced in Section 18.2.3.

Contract/regular faculty with a partial contract shall be on campus and responsible for these same duties proportionate to the partial contract held.

17.3.1 Counselors

The counselors' work year shall consist of 196 contracted service days covering a 12-month calendar year per Section 18.6.2 of this Agreement.

17.3.2 Radiologic Technology

Due to the unique nature of the program, full-time instructors may be required to provide instruction outside the academic year. In such cases, faculty in the Radiologic Technology program will provide 20 additional days of full-time faculty service and be compensated on an annual contract of 196 days.

17.4 Flex Calendar

In the development of an Academic Calendar, if the flexible calendar option is included, then it shall be in accord with the provisions of Title V, Article 2, §55720 et seq.

A Flex Calendar shall be developed by the calendar committee (Section 17.1) within the parameters of Title V, Article 2, §55720 et seq.

- a) The number of flex days may not exceed five (5) days per calendar year.
- b) Any date within the calendar indicated by the state to be a mandatory legal holiday shall be observed as such.
- c) Four (4) to seven (7) activity hours constitute one (1) flex day.
- d) Flex Calendar provisions shall apply to regular and contract faculty.
- e) Individual faculty may designate a maximum of two (2) of the five (5) flex days per year as in-lieu of flex. Activities in lieu of flex shall be performed on non-service days or on service days outside of the individual faculty member's accountable hours (performance of teaching, counseling, library services, student success center services, office hours, and scheduled professional responsibilities as identified in Article 18.2.3).
- f) All faculty must complete and submit to the first-level manager the appropriate and required flex activity form no later than five (5) service days for contract faculty and no later than seven (7) service days for part-time faculty from the last flex date in the fall and spring terms. When absent from a flex day obligation, faculty are required to submit their official absence form within ten (10) service days from the date of absence. Failure to do either of the above shall result in a pro rata payroll deduction.

Due to special circumstances, a time extension may be granted by the Chief Instructional Officer or designee.

- 1) Flex activities (including in-lieu of flex) will be planned and/or approved within the parameters of Title 5.
- g) Credit part-time instructional faculty teaching sections that meet on a scheduled flex day will be expected to participate in the scheduled flex activities or in-lieu of flex options, and will be paid for participation for the number of hours they would have taught had the section been in session.
- h) Credit part-time instructional faculty not scheduled to teach on a flex day may participate in flex days on a voluntary basis.
- i) Part-time noncredit faculty are not required to attend flex days but may do so on a volunteer basis.
- j) School or department activities may be part of the flex day.
- k) The District and the Association agree that they shall jointly evaluate the benefit derived from the flexible calendar schedule days before agreeing to any additional flexible schedule days. Any additional flexible schedule days must be mutually agreed upon by the Association and the District.

ARTICLE 18
HOURS, WORKLOAD, COURSE AND SECTION ENROLLMENTS

18.1 Primary Responsibility

No regular/contract faculty member shall hold regular/contract status with the District while holding regular/contract status in another District. Full-time employment with the District is the faculty member's primary employment obligation.

Regular/contract faculty are expected to devote themselves to the Chaffey Community College District with duties and responsibilities on a full-time basis; accordingly, no full-time faculty member may engage in personal business activities or work for compensation which would conflict with the professional responsibilities and activities as identified in Section 18.2.3.

18.2 Faculty Assignments

18.2.1 The District shall maintain load and assignment policies for the Chaffey Community College District consistent with the provisions of this Agreement.

18.2.2 In order to meet the educational needs of the District, the District shall have the right to assign or reassign bargaining unit members as needed. Assignments shall not be made capriciously or for punitive or disciplinary reasons.

18.2.3 Professional Service

- a) All contract/regular faculty shall provide a full professional service week.
- b) In addition to preparation for and performance of duties relevant to teaching, counseling, library and success center services, and health service nursing (depending on assignment), maintenance and timely submission of student records, and collegial sharing of syllabi with the first-level manager are professional service activities including but not limited to the following:
 - Maintenance of subject matter competency.
 - Student advising.
 - Faculty evaluation.
 - Maintenance of office hours.
 - Participation in district, school, or area committees and meetings (including hiring committees), as well as functions such as commencement.
 - Participation in program and curriculum development, student orientation and mentoring, program review and planning, accreditation, professional and staff development, and District promotional activities.
 - Participation in the development and implementation of Student Learning Outcomes.
 - Participation in district, school, or area committees and meetings as a CCFA appointee.
 - Work direction to instructional aides, apprentices, and tutors.
 - Educational enrichment activities.
- c) If commencement falls on a service day, attendance at the annual graduation exercises is part of the contractual obligation of all regular/contract faculty members.

18.3 Load and Load Factors

18.3.1 The full-time teaching base load shall be fifteen (15) equated hours per week (100.00 FTEF annually).

18.3.2 The full-time non-teaching (counselors, reference librarians, health service nurses, and instructional specialists) base load shall be thirty-two (32) hours per week (100.00 FTEF annually) or .46875 (=15/32) equated load factor.

18.3.3 The annual load for each full-time faculty member shall be thirty (30) equated hours on the semester system.

18.3.4 Teaching faculty load factors shall be as follows:

- a) All lectures (as designated by the Course Outlines of Record) shall be equated at 1.0.
- b) All music and dance studio group performances (as designated by the Course Outlines of Record) shall be equated at 1.0.

The Faculty Association and the District agree to establish a workgroup to research and evaluate the following:

- Possible implementation of stipends for production based courses
- Reconcile load conflicts between/among open entry/exit and studio and lecture/lab courses
- Clarify the use of “group performance” in the contract and “performance” in the COR and application to load

The workgroup will consist of three faculty members appointed by the Faculty Association, three members appointed by the administration, and a seventh member who shall be selected by the other six members. One member from each group will include a 2014/15 negotiating team member.

By July 1st this workgroup will commence meeting in order to implement for the 2016/17 scheduling cycle. Recommendations will be presented to the negotiations teams by November 1, 2015. Faculty shall be compensated at the prevailing non-service day committee rate for meetings that occur on non-service days. The cost shall be shared equally between the District and the Association.

- c) Mainstage performing arts productions receive an additional two (2) contact hours for the term during which production is staged.
- d) Courses with significant English composition requirements (as designated by the first-level manager in consultation with the area faculty) in which the skill of writing is the primary focus of the course shall be equated at 1.25 of a contact hour.
- e) Instructors in work experience courses must comply with all provisions of the California Education Code and Title 5 pertaining to Cooperative Work Experience Education including, but not limited to, teaching/advising students and visiting their off-campus work sites at least once per term.
- f) The primary loading variable for internship, externship courses (as designated by the first-level manager in consultation with the area faculty), cooperative work experience, and occupational work experience courses (as designated by the Course

Outlines of Record) is the number of students involved. Each student shall count as .40 FTEF. A full-time load shall equal 125 students per term as of census headcount.

- g) All open entry/open exit labs (as designated by the Course Outlines of Record) shall be equated at .60 of a contact hour.
- h) The base load for assignments in directed learning/supplemental instructional activities, including but not limited to the student success centers and for instructional specialists working in the student success centers shall be equated at .46875 (=15/32) equated load factor.
- i) All laboratories (as designated by the Course Outlines of Record) shall be equated at .80 of a contact hour except those identified in 18.3.4(g) and (h). Laboratories in the schools of Mathematics and Science and Health Sciences (as designated by the Course Outlines of Record) shall be equated at .90 of a contact hour except those identified in 18.3.4(g) and (h).
- j) Any section (except open-entry/open-exit labs) may be team-taught by two (2) or more instructors with the equated load (hours) split between (among) the participating instructors.
- k) With the agreement of the instructor(s), the first-level manager(s) and the Chief Instructional Officer, large lecture sections may be assigned with the following load factors:
 - 1) When a section with a predetermined enrollment of sixty to eighty-nine (60-89) has enrolled students in numbers within those limits at the end of the last day to add the section as determined by the academic calendar: 1 hour = 1.5.
 - 2) When a section with a predetermined enrollment of ninety (90) or more students has enrolled at least that number at the end of the last day to add the section as determined by the academic calendar: 1 hour = 2.0.
 - 3) Load factors for predetermined large enrollment sections shall be applied to temporary (part-time) assignments with the provision that it shall not exceed the requirements in Section 18.7.1. Additional compensation will be applied as per items 1 and 2 above at the prevailing hourly rate.

18.3.5 Office Hours

- a) Each contract/regular teaching faculty member shall schedule, post, and maintain at least five (5) office hours per week, held on at least three (3) separate days at reasonable and appropriate times for the faculty member's schedule and during the assigned academic year for consulting with and assisting students. Exceptions may be granted by the first-level manager. With first-level manager agreement and under provisions of 6.1, faculty members who teach other than full-term sections as part of their load may schedule an equivalent number of office hours at reasonable and appropriate times for the sections they are teaching. Such agreement does not preclude the first-level manager's right to assign or schedule professional service activities.

All office hours shall be in officially assigned District facilities or sites except as provided in Article 19, section 19.6.

- b) For full-time faculty with less than a full-time load, office hours shall be pro rated.
- c) For final examination period office hour obligations, refer to 18.12.
- d) No office hours shall be required for those faculty whose full load consists of open-entry/open-exit labs described in Section 18.3.4 (g).
- e) All office hours shall be scheduled for a minimum of 30 minutes.

18.3.6 Load Averaging

- a) A contract/regular faculty member who has a load assignment that exceeds fifteen (15) equated hours by less than one (1) course in a semester may designate the excess for compensation or load averaging. The designation shall be made at the time of scheduling. Whole courses in excess of fifteen (15) equated hours may be averaged by mutual consent of the first-level manager and the contract/regular faculty member. Averaging shall be completed within a two (2) year period.
- b) Contract/Regular faculty members shall not be required to work overload. Any contract/regular faculty member whose assignment exceeds the annual base equated hours (18.3.1 or 18.3.2) will be compensated for the excess at the prevailing hourly rate unless load averaging has been applied.
- c) If a contract/regular faculty member has an annual assignment of less than thirty (30) equated hours, the assignment shall be increased in the subsequent academic year to create an average of thirty (30) equated hours per year for the two (2) years.
- d) All assignments shall be adjusted within two (2) years. Exceptions shall be by mutual agreement between the Chief Instructional Officer/Chief Student Services Officer and the faculty member.

18.4 Faculty on Special Assignment

The appropriate vice president or designee may contract in writing with individual bargaining unit members to perform special services or assignments to be compensated at the prevailing instructional support hourly rate reassigned time or stipend. The special assignment shall provide demonstrable enhancement of learning opportunities for students and/or enhancement of institutional effectiveness as determined by the appropriate vice president or designee. Under circumstances in which an assignment is open District-wide, the Association will be consulted prior to the assignment.

Assignment(s) beyond the 176 regular contract service days for faculty and 196 days for counselors and Radiologic Technology faculty may be assigned with the faculty member's consent, compensation for which shall be determined at the appropriate prevailing hourly rate.

Faculty on Special Assignment shall mean a temporary assignment of a faculty member to perform work which:

- 1) Is outside the normal requirements of that faculty member's assignment and responsibilities as identified under Section 18.2.3.
- 2) Is performed with the mutual agreement of the District and the faculty member.
- 3) Is performed under the supervision of the District.

18.5 Special Assignment

18.5.1 Health Sciences

a) Associate Degree Nursing (ADN) Program

For the academic year, the Faculty Director of the ADN Program shall receive 87 FTEF reassigned time. Compensation for any special assignment responsibility beyond the academic year shall be at the current instructional support hourly rate, not to exceed 120 hours per fiscal year.

Based upon requirement of the B.R.N., if it is determined the position of Director – A.D.N. Program requires more reassigned time, the District reserves the right to fill the position with an administrative director. In such case, the Faculty Assistant Director – A.D.N. Program shall receive 25 FTEF reassigned time.

b) Radiologic Technology (RT) Program

The Faculty Director of the RT Program shall receive \$17,000 annually. In order to meet the needs of the program, a maximum of twenty (20) additional service days (beyond the specified contracted service days as identified in 17.3.2) will be required of the faculty director of the RT program. These additional service days will be performed on non-service days as determined in consultation with the faculty director of the RT program and the first-level manager.

The Clinical Coordinator of the RT Program shall receive \$8,500 annually. In order to meet the needs of the program, a maximum of twenty (20) additional service days (beyond the specified contracted service days as identified in 17.3.2) will be required of clinical coordinator of the RT program. These additional service days will be performed on non-service days as determined in consultation with the clinical coordinator of the RT program and the first-level manager.

Each of these RT faculty members may elect to convert a portion of the stipend to reassigned time in accordance with 18.5.6.g.

The faculty member serving as the program Radiation Safety Officer is responsible for maintaining, updating, repairing, monitoring, and certifying program equipment. The Radiation Safety Officer shall receive the stipend for the Facilities and Equipment Responsibilities Stipend as per Article 18.5.6.g.

18.5.2 Faculty Success Center Facilitator

- a) The Faculty Success Center (FSC) Facilitator shall receive 100 FTEF reassigned time. If mutually agreed to, the assignment is annually renewable for a maximum of three years. Such renewal will be announced by April 15 of each year. At the end of three years or if the position becomes vacant, the position will be reopened, and all eligible applicants will be considered.
- b) To be eligible for this position the faculty member must be a full-time regular faculty member.

- c) An advisory group of three (3) to five (5) faculty selected from and by the Faculty Success Center Advisory Committee shall assist the appropriate first-level manager in the selection of the facilitator. An attempt shall be made to ensure all types of faculty assignments (instructional, career technical, and instructional support) are represented in the advisory group.
- d) In collaboration with the appropriate first-level manager, the advisory group shall review the position advertisement and application materials, assist in the development of interview questions, participate in the interview(s), and provide analysis to the dean regarding specific strengths and weaknesses of the interviewed candidates.
- e) When a Faculty Success Center summer program is offered, the FSC Facilitator will be required to work an extra service/overload assignment that will be compensated at the appropriate instructional support hourly rate.
- f) Prior approval of the appropriate first-level managers for extra service/overload assignment during the academic year is required, and such assignments must comply with article 18.8.
- g) Extra service/overload assignments outside of the Faculty Success Center during the summer term shall be with prior approval of the appropriate first-level managers, and such assignment must comply with article 18.5.5.
- h) The FSC Facilitator shall be evaluated in the first and third year of the appointment. The evaluation shall address the duties and responsibilities as set forth in the position description and shall include a written self-evaluation; peer evaluations; student evaluations; a written evaluation by the appropriate first-level manager, which may include commendations, recommendations, and the confidential input of appropriate staff members and peers. In the event that the incumbent is selected for another three year assignment, he or she shall be evaluated on the third year of the new assignment unless an additional evaluation is initiated by a first-level manager consistent with 20.8.1(b) and in accordance with the evaluation procedures outlined for this position.
- i) Upon leaving the FSC Facilitator assignment the faculty member begins a new three-year evaluation cycle in accordance with the procedures identified in Article 20.
- j) Evaluation Components—The comprehensive evaluation for the FSC Facilitator shall comprise four (4) distinct components: peer, administrator, student, and self-evaluation.
 - 1) Peer Evaluation Committee: Peer evaluations shall be obtained through written survey of regular, contract, and part-time faculty. A minimum of ten (10) and a maximum of twenty (20) faculty shall be chosen by mutual consent from participants in Faculty Success Center activities. The FSC Facilitator District evaluation form shall be used. The first-level manager will conduct the survey, tabulate and summarize its results, and share the results with the FSC Facilitator.
 - a. Composition of the Peer Evaluation Committee: The committee shall be two (2) eligible faculty members as defined in Section 20.1.5. The evaluatee shall name one (1) faculty member and then the evaluatee and faculty member will consult with the first-level manager or designee on the selection of the second faculty member. Of those faculty selected, one must be a current member of the Faculty Success Center Advisory Committee.

- b. The Peer Evaluation Committee has the responsibility to observe and evaluate a faculty member's total performance of duties and responsibilities.
 - c. Prior to the evaluation of the FSC Facilitator, the Peer Evaluation Committee shall elect a chair. The chair shall coordinate with the first-level manager or designee to collect evaluation materials. The committee chair shall make every reasonable effort to complete the compilation at least one (1) week in advance of the conference with the evaluatee.
 - d. The evaluation shall include the following: a review of the self-evaluation, a review of peer surveys, visitation/observation of Faculty Success Center activities and duties, review of student evaluations, fulfillment of professional responsibilities as indicated in Section 18.2.3, and evidence of effective working relationships with staff and students.
- 2) Administrator Evaluation: The administration recognizes that satisfactory performance by a faculty member can be achieved in a variety of ways.
- a. Management has the responsibility to observe and evaluate a faculty member's total performance of duties and responsibilities.
 - b. The evaluation shall include the following: a review of the self-evaluation, a review of peer surveys, visitation/observation of Faculty Success Center activities and duties, review of student evaluations, fulfillment of professional responsibilities as indicated in Section 18.2.3, and evidence of effective working relationships with staff and students.
- 3) Student Evaluation
- a. Student evaluations of the FSC Facilitator are conducted at the direction of the Peer Evaluation Committee as part of the formal evaluation. The Peer Evaluation Committee may designate non-faculty to administer student evaluations.
 - b. The Faculty Success Center student evaluation forms shall be relevant to the learning process or service provided and within the scope of the student's experience.
 - c. The process and content of the student evaluation shall maintain student confidentiality.
 - d. The Faculty Success Center student evaluation forms will be distributed to at least two (2) separate activities in which students are participants during the semester of evaluation. The evaluatee and the Peer Evaluation Committee will each choose one (1) activity. By mutual agreement between the FSC Facilitator and the Peer Evaluation Committee, additional activities may be included in the evaluation.
 - e. A compilation of the student responses will be prepared by the first-level manager or designee and forwarded to the chair of the Peer Evaluation Committee.

- 4) Self-Evaluation: The FSC Facilitator shall provide a self-evaluation using the Instructional Specialist self-evaluation form. It shall address, among other items, the FSC Facilitator's fulfillment of professional responsibilities as referenced in Section 18.2.3 and an assessment of his or her own performance. The FSC Facilitator will share the self-evaluation with the Peer Evaluation Committee and the first-level manager or designee. The self-evaluation will become part of the evaluation report.

18.5.3 Faculty Advisors

The following list of faculty advisors shall be compensated, at the District's discretion, with three (3) equated hours reassigned or four and one-half (4.5) hours per week at the current instructional support hourly rate.

- a) Student Newspaper
- b) Student Government

18.5.4 Small Department Grant

In recognition that faculty in departments with one (1) or two (2) full-time faculty members have sole responsibility for performing the professional services necessary for the year-to-year operation of the department, a small department grant of \$2,000 per academic year is established. The grant shall be given to the department and distributed at the discretion of the full-time member(s) of the department. To be eligible for this grant the department must submit the distribution decision in writing to the first-level manager by April 15th of the preceding academic year. The submission must include the names, responsibilities and distribution of grant funds for the following academic year. Any recipient of small department grant money must be a full-time faculty member in the department to which the grant is awarded and may only receive one (1) small department grant or educational services coordinatorship per year. Exceptions must be by mutual agreement of the first-level manager, in consultation with the Chief Instructional Officer, and the full-time faculty of the department.

Small department grant responsibilities shall be limited to:

- Recruit, interview, recommend and orient part-time faculty members
- Perform community/industry outreach relative to their discipline or program
- Perform other specific duties that exceed the regular scale of 18.2.3

Beyond the above, facilities and equipment maintenance responsibilities may be appropriate. This additional responsibility for the maintenance, updating, and repair of equipment and facilities that significantly exceeds that which is expected of a classroom instructor will be predetermined by the administration and compensated as provided in 18.5.6(g).

18.5.5 Labor Management Committee to work through the following issues related to health sciences:

- Research the mandated external regulations and accreditation standards governing these programs.
- Identify qualifications and responsibilities of program directors.
- Clarify director and coordinator responsibilities and compensation.

- Develop a process for requesting a FOSA to write accreditation and/or licensure reports.
- Explore other areas that may have similar reporting to outside licensing/accrediting agencies and determine if additional support and compensation is appropriate.

18.5.6 Educational Services Coordinator

- a) Administration shall determine the need for educational services coordinator assignments upon the recommendation of the first-level manager. In order to meet the needs of the District, a maximum of twenty (20) additional service days (beyond the specified contracted service days as identified in 17.3) will be required of educational services coordinators. These additional service days will be performed on non-service days as determined in consultation with the educational services coordinator and the first-level manager.
- b) Educational service coordinators are appointed by the first-level manager for the purpose of assisting the first-level manager as described in Section 18.5.6(g).
- c) The District retains the right to employ the term "coordinator" for other staff assignments.
- d) Appointments to educational services coordinator positions are additional assignments which are subject to annual approval of the Governing Board.
- e) Faculty on sabbatical leaves shall not retain coordinator assignments.
- f) Programs which are mandated by accreditation standards shall have coordinators appointed in accordance with these standards.
- g) The coordinator duties shall be performed outside of his/her regular assignment including office hours. To provide assistance to the first-level manager in carrying out his/her duties and responsibilities, the position of educational services coordinator shall be established in accordance with the specific duties set forth below:
 - Developing course, section, and faculty schedules
 - Developing schedules as appropriate for non-faculty employees and interns
 - Maintaining adequate part-time faculty pools
 - Arranging appropriate selection committees
 - Providing faculty orientation
 - Facilitating evaluation of contract and part-time faculty
 - Convening meetings with faculty as necessary
 - Attending Coordinator Council meetings
 - Assisting in processing student concerns
 - Reporting and liaison as required by external entities (advisory committees, hospitals, police, prison, and fire agencies, professional organizations, relevant business and industry personnel, other public and private agencies, including liaison with secondary and postsecondary discipline specific programs)²
 - Coordination of institutionally mandated/initiated programs for retention and student success
 - Grant writing, implementation and reporting

² In programs where such requirements for external entities significantly exceed those which are expected of a coordinator, FOSA compensation for affected faculty may be warranted (See 18.4).

- Ensuring the maintenance of required articulation with appropriate institutions
- Assisting in student placement, auditions, interviews, etc.
- Performing responsibilities that are particular to the program such as travel
- Fiscal requirements (purchases, inventory procurement, budgeting, etc.)
- Coordination of program review and other program development including policy, procedure, student learning outcomes
- Coordination of curriculum development
- Operations at multiple sites
- Interdepartmental service to campus departments and programs
- Safety issues, development of program specific policies and procedures

In fulfilling these responsibilities, the coordinator must be able to create and maintain an effective working relationship with the first-level manager, faculty and staff; provide a full professional service week to students, staff, and the first-level manager; and accomplish organizational/operational duties in a timely manner.

In some instances, facilities and equipment maintenance responsibilities may be included in coordination duties. This additional criterion is defined as responsibility for the maintenance and repair of equipment, updating equipment and facility responsibility that significantly exceeds that which might be expected of a classroom instructor.

h) Educational Services Coordinator Compensation and Stipend

The educational services coordinator compensation and stipend is determined by the matrix set forth below.

Classroom* Coordinators	Annual Compensation	Non-Classroom Coordinators
Specific Duties (as identified in 18.5.4(f)) + Annual Faculty Headcount		Specific Duties (as identified in 18.5.4(f)) + Fiscal Year Operational Budget
0-15	\$11,000	\$0-\$200,000
16-30	\$13,000	\$200,001-\$400,000
31-45	\$15,000	\$400,001-\$600,000
46-60	\$18,000	\$600,001-\$800,000
61-75	\$21,000	\$800,001-\$1,000,000
76-90	\$24,000	\$1,000,001-\$1,200,000
91-135	\$27,000	\$1,200,001-\$1,800,000
136+	\$30,000	\$1,800,001+
Annual Stipends		
Facilities/Equipment Responsibilities	\$2,000	
Longevity	See below	

*Credit courses, including ESL, as listed in the Schedule of Classes

Full-time and part-time faculty headcount, as determined by the Office of Instruction, shall be estimated based on prior fiscal year total headcount at census and adjusted (increased or decreased) for the current year after the spring term census. The adjusted (increased or decreased) compensation shall, whenever possible, be distributed evenly over the remaining primary term payments.

Operational budget shall be based on the adopted budget and adjusted based on the final budget.

Facility and equipment responsibility will be predetermined by administration and the stipend added to the compensation for educational service coordinator assignments.

Longevity: After completing four (4) semesters as an educational services coordinator, a longevity stipend in the amount of \$300 shall be paid and every year of coordinator service thereafter increased an additional \$100 annually. If a break in service as a coordinator exceeds five (5) years, longevity is lost. All coordinator positions will be re-advertised when a single person has been actively serving for five consecutive years, and the position has not been advertised during that time.

A coordinator may elect to convert a portion of the stipend to reassigned time, not to exceed 40.00 FTEF at a cost of \$1,100 per equated hour. In programs for which reassigned time is mandated, the coordinator shall elect not less than the mandated reassigned time, and the stipend shall be reduced accordingly. The collective amount, which shall be allocated first by mandated programs and then by seniority number, for the entire group shall not exceed 440.00 FTEF during any academic year. If a coordinator elects to convert a portion of the stipend, the request must be received by Human Resources no later than one (1) week after the coordinator assignment is determined. Under special circumstances, extensions to the deadline date may be granted by the Executive Director of Human Resources.

- i) The minimum qualifications for each position shall include demonstrated sensitivity to and understanding of the diverse population the District serves; possession of the state minimum qualifications; one (1) year of appropriate training, internship, or leadership experience reasonably related to the assignment, which may, but need not be, concurrent with the required full-time service; or equivalent. Desirable qualifications may include, but not be limited to, program-specific experience.
- j) The district shall advertise new, vacant, or reconfigured positions in accordance with established Human Resources recruitment practices. An advisory group of three faculty shall assist the dean in the selection of the coordinator. The advisory group shall consist of:
 - One (1) faculty member from the educational area in which the coordinator shall serve, chosen by the first-level manager
 - One (1) faculty member from the coordinated area(s), chosen by the faculty members of the coordinated area(s)
 - One (1) faculty member from the coordinated area(s), chosen by the above two faculty.

If there are too few faculty available to serve from the coordinated area(s) then selection shall be made from the educational area or related area.

The advisory group shall review the position advertisement and application materials, work with the dean to develop interview questions, participate in the interview(s), and provide analysis to the dean regarding specific strengths and weaknesses of the interviewed candidates.

- k) In the event that the coordinator position cannot be filled from the ranks of currently employed contract/regular faculty members, the first-level manager may select a

former academic employee, including emeritus faculty, who meet the minimum qualifications for an educational services coordinator. If the coordinator position cannot be filled from the above, the first-level manager may select a temporary, part-time hourly employee.

l) Evaluation of Educational Services Coordinators:

The educational services coordinator 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 position description and shall include a written self-evaluation; a peer evaluation; a written evaluation by the appropriate first-level manager, which may include commendations, recommendations, and the confidential input of appropriate staff members and peers.

Peer evaluation shall be obtained by a written survey of regular, contract, and part-time faculty and other non-management employees in the coordinated program(s) or related areas not to exceed a total of ten (10) employees chosen by mutual consent. In addition to the peer evaluations obtained by mutual consent, the first-level manager will accept timely survey responses from any faculty in the coordinated area(s). The first-level manager will give two (2) weeks notification of the deadline for such responses to the faculty in the coordinated area(s). The standard District evaluation forms shall be used. The first-level manager will conduct the survey, tabulate and summarize its results, and share the results with the coordinator. A summary of the survey results will be made available by the first-level manager for review upon request of the staff and faculty in the coordinated program(s) or department(s) for a period of one (1) month following the evaluation.

18.5.7 Summer Session

- a) Except with the approval of the administration, the summer school maximum load per session shall be .67 of a bargaining unit member's regular session load.
- b) All faculty for summer sections shall be compensated at the prevailing board-approved hourly pay rate. Summer school instructors whose section or sections are canceled on or after the first scheduled section meeting due to insufficient enrollment shall be compensated the equivalent hourly pay for two (2) meetings for each section canceled.

18.6 Counselors: Work Schedules

18.6.1 The base load for counselors shall be thirty-two (32) hours per week. These thirty-two (32) hours shall primarily include scheduled counseling hours directly with students with any schedule changes for professional activities approved by the first-level manager. Contract/regular counselors shall be on an eleven (11)-month contract.

18.6.2 An eleven (11)-month contract is defined as covering the twelve (12)-month calendar year with counseling assignments based on flex-time schedule options that meet the peak periods and other legitimate needs of the District.

18.6.3 All regular contract counselors are expected to be scheduled during peak periods.

18.6.4 Flex-time and peak-period counseling assignment schedules covering the twelve (12)-month calendar year shall be determined:

- a) In consultation with the counselor and the first-level manager. (Refer to Section 18.10.1.)
- b) In the event that the District's needs are not being met by (a) above, the principle of inverse seniority will prevail.

- c) Once a counselor has been assigned by inverse seniority, his or her name rotates to the top of the seniority list and that counselor will not be assigned involuntarily to another flex schedule until all other counselors on the list have completed an assigned flex-time.

18.6.5 If a counselor is voluntarily scheduled for a Saturday and/or Sunday as part of the regular assignment load, such individual will not be scheduled for assignment load during an equivalent number of weekdays (Monday through Friday), as mutually agreed to in writing by the faculty member and the first-level manager.

18.7 Temporary (Part-Time) Faculty Employees

18.7.1 Temporary (part-time) faculty shall neither be scheduled nor work more than a .67 equated load per term (33.50 FTEF per term).

Due to special circumstances, exceptions may be granted by the Chief Instructional Officer or designee.

18.7.2 When identifiable, temporary (part-time) faculty shall have their names included in the Schedule of Classes for their sections each term. Such inclusion shall not constitute a contract of employment between the faculty and the District, nor preclude any change in or deletion of assignment.

18.7.3 Nothing in this agreement prevents temporary part-time faculty from voluntary service on committees or service in the capacity of a chair position on a committee. Such service shall not constitute a contract of employment between the faculty member and the district.

18.7.4 The Faculty Association and the District agree to establish a workgroup to develop a standardized systematic process by which the first-level manager will solicit the availability of part-time faculty for scheduling, offer the assignment, and confirm the acceptance of the assignment.

The workgroup will consist of three faculty members appointed by the Faculty Association, three members appointed by the administration, and a seventh member who shall be selected by the other six members. One member from each group will include a 2014/15 negotiating team member.

By July 1st this workgroup will commence meeting in order to implement for the 2016/17 scheduling cycle. Recommendations will be presented to the negotiations teams by November 1, 2015. Faculty shall be compensated at the prevailing non-service day committee rate for meetings that occur on non-service days. The cost shall be shared equally between the District and the Association.

18.8 Extra Service/Overload

18.8.1 Except with the approval of the administration, contract/regular full-time faculty may not teach beyond their regular full-time assignments more than eight (8) hours equated load (26.67 FTEF) in any given term.

18.8.2 Unless load averaging has been applied, contract/regular full-time faculty may not teach beyond their regular full-time assignment for the purpose of extra service (overload) credit until base load (18.3.1) has been assigned.

18.8.3 Unless load averaging has been applied, contract/regular full-time non-teaching faculty may not serve beyond the regular full-time assignment for the purpose of extra service (overload) credit until base load (18.3.2) has been assigned.

18.8.4 Counselors, reference librarians, health services nurses, and instructional specialists may not work more than eight (8) equated hours (26.67 FTEF) in any given term in an extra service assignment capacity related to their full-time assignments. Counselors, reference librarians, health services nurses, and instructional specialists, may not be assigned to extra service teaching assignments during the same term that they are employed in extra service counseling, library service, or health services nursing assignments. Exceptions to this must be approved by the first-level manager.

18.8.5 All extra service (overload) assignments for bargaining unit members shall be compensated at the prevailing hourly rate unless load averaging has been applied.

18.9 Course and Section Enrollments

18.9.1 The minimum section enrollment shall be set at seventeen (17) students for all terms.

18.9.2 In the week before the first scheduled meeting, sections falling below the minimum enrollment shall be identified by the first-level manager. These sections will not be cancelled due to low enrollment without consultation from full-time faculty within the discipline.

18.9.3 Commencing with the first scheduled meeting, sections that have seventeen (17) or more students enrolled and attending as of the last day of the add period of any full term (or the proportionate time frame for other than full-term sections) are not subject to cancellation for low enrollment.

18.9.4 Commencing with the first scheduled meeting, sections with fewer than seventeen (17) students enrolled and attending are subject to cancellation for low enrollment. Cancellations may occur up to and including the last day of the add period of any full term (or the proportionate time frame for other than full-term sections) unless a variance is granted by the administration. Summer session cancellation may occur up to and including the second meeting.

18.9.5 Under normal circumstances, no sections shall be canceled after the last day of the add period of any full term of instruction (or the proportionate time frame for other than full-term sections) or after the third meeting of the summer session.

18.9.6 Variances to the minimum enrollment are subject to approval by the administration and may occur when:

- a) Late registration may add sufficiently to enrollment.
- b) Courses are needed for transfer.
- c) Courses are needed for completion of a certificate.
- d) There are a limited number of work stations.
- e) Persons with disabilities require reasonable accommodations.

- f) Courses are sequential.
- g) Courses are basic skills.
- h) Scheduling errors occur.

18.9.7 The enrollment shall be limited to the number of work stations or the physical limitations of the facility as made available by the District. In no case shall enrollment exceed maximum allowable occupancy as established by Title 5 and the appropriate fire authorities.

18.9.8 Course and section enrollments are administrative matters which shall be set in consultation with the appropriate faculty member(s) of the program or discipline.

The faculty members of the program or discipline shall recommend the standard enrollment for a course to the first-level manager who shall also take into consideration such factors as subject matter, instructional methods, enrollment of comparable courses, and other educationally appropriate factors affecting student success and access.

Enrollments for sections of a course may be adjusted due to such factors as equipment or facility (see 18.9.7) availability, delivery methods (e.g., distance education, predetermined large lecture sections (see 18.3.4.k), special program designation (e.g. Honors, Puente, learning communities), and other educationally appropriate factors affecting student success and access. Faculty members of the program or discipline shall be consulted in establishing standards for section enrollment variations.

18.10 Guidelines for Faculty Assignments

18.10.1 All contract/regular faculty shall recommend assignments subject to approval by the first-level manager.

18.10.2 Assignments shall reflect student needs with a minimal number of different preparations.

18.10.3 Split-schedules and early morning assignments preceded by a regular evening assignment shall be avoided where possible.

18.10.4 Saturday and Sunday assignments shall be voluntary, either as a part of a regular load or as an overload, and shall not be used for load adjustment except by mutual consent of the first-level manager and the bargaining unit member.

For every weekend day (Saturday and/or Sunday) a faculty member is assigned the faculty member will not be scheduled during an equivalent number of weekdays (Monday through Friday). This arrangement must be mutually agreed to in writing by the faculty member and the first-level manager.

18.10.5 Semester assignments that are split between more than two (2) different District sites or daily assignments that require more than one (1) trip between sites as part of a regular load shall be voluntary. A District site is the main campus or an off-campus location.

18.10.6 When a section assigned to be taught by any full-time bargaining unit member is canceled due to low enrollment, the bargaining unit member's teaching load will be adjusted by assignment to another section or by load averaging (see 18.3.6) in a

subsequent term or terms. It shall be the responsibility of the first-level manager and the Chief Instructional Officer to carry out the provisions of this policy in the best educational interests of the District.

18.11 Working Conditions

18.11.1 Mileage

Faculty will be paid mileage per District policy if they are required due to schedule assignments and other professional responsibilities as assigned to travel between two (2) or more assigned locations on the same service day and use their own vehicle. In such circumstances, the bargaining unit member shall provide, on a District form, evidence of vehicle insurance to the District's Business Office. Non-compliance with the aforementioned will not require any reimbursement for such mileage by the District. Such reimbursement shall be for the mileage traveled between the sites.

Mileage reimbursement is not allowed for travel to and from the bargaining unit member's residence to the assignment location.

All bargaining unit members authorized for mileage are required to have a valid California driver's license and a minimum property damage and public liability insurance as required by the State of California under the Financial Responsibility Act. The bargaining unit member authorized for mileage is to maintain whatever the current minimum levels of insurance under the Act.

Where two (2) or more policies affording valid and collectible liability insurance applied to the same motor vehicle in an occurrence out of which a liability loss arises, it shall be conclusively presumed that the insurance afforded by that policy in which such motor vehicle is described or rated as an "owned automobile" shall be primary and the insurance afforded by any other policy shall be excess.

Travel to and from the assigned duty shall be recompensed at the Internal Revenue Service (IRS) mileage rate. Changes in the IRS rate will take effect the following fiscal year.

Assignment of faculty to off-campus sites lies within the District Right of Assignment.

18.11.2 Use of District Equipment, Materials and Services

Faculty members are regularly assigned access to District equipment, materials, and services including but not limited to computers and printers, keys, swipe cards to offices and classrooms, email and voicemail accounts, special textbooks and software, and other technological and adaptive equipment. Such equipment, materials and services shall be used exclusively by the individual to whom they are assigned. Faculty shall regularly maintain their email and voicemail accounts. Upon separation from the assignment, or during an extended leave, faculty members must return such District equipment and materials prior to receipt of the last pay warrant. Due to special circumstances, a time extension may be granted by the Chief Instructional Officer or designee.

18.12 Final Examination Period

During the period of final examinations, the instructor of record shall meet students in accordance with the published final examination schedule unless the college's first-level manager or designee has officially approved a change in the time of the final examination.

The instructor of record shall submit student grades no later than five (5) business days from the last day of the final examination period.

The responsibilities of the instructor of record shall continue until the assignment is completed, the grades and attendance reports (if applicable) are submitted, and the college's checkout procedures (if applicable) are completed.

All contract/regular instructors shall also schedule during the final examination week three (3) office hours, normally to be scheduled on two (2) or more days. Proportionate office hours shall be scheduled for those instructors carrying reduced loads.

Each contract/regular instructor shall post the final examination week office hours for the students and report the hours to the first-level manager.

18.13 Establishment of Load Fact Finding Workgroup

The Faculty Association and the District agree to establish a fact-finding group to research and document the following:

- Lecture/Lab load factors
 - a. Compile information from current benchmark districts including: current practices, current methodology used to distinguish lecture/lab, etc.
 - b. Investigate Lecture/Lab designations per state curriculum guidelines
 - c. Review and document current District practices
- Large section load
 - a. Compile information from current benchmark districts including: current practices and methodology
 - b. Review and document current District practices
- English composition course load
 - a. Compile information from current benchmark districts including: current practices and methodology
 - b. Review and document current District practices
- Determine definition of a work week
 - a. Compile information from current benchmark districts including: current practices and methodology
 - b. Clarify activities of what is base load for instructional/non-instructional
 - c. Review and document current District practices

The fact-finding group will consist of three faculty members appointed by the Faculty Association, three members appointed by the administration, and a seventh member who shall be selected by the other six members. One member from each group will include a 2014/15 negotiating team member.

During fall 2015, the fact finding group will commence meeting in order to compile information for the 2017/18 negotiations team. Once the facts have been compiled and presented to the negotiating team, the group will disband.

ARTICLE 19 DISTANCE EDUCATION

Distance education means instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology. All distance education courses and sections will be designated as such in the District schedule of classes.

19.1 Assignment

Distance education assignments shall be on a voluntary basis subject to approval of the first-level manager. Assignments shall be contingent upon proficiency and currency in such areas as District and departmental standards, technology, and training in distance education instructional methods and best practices, and laws and regulations applicable to distance education.

A maximum total of load and overload of twelve (12) equated hours or 40 FTEF for each term may be taught via distance education. In special circumstances and by mutual consent, exceptions may be granted by the Chief Instructional Officer or designee.

Faculty assigned to teach distance education sections will receive the same faculty load credit as the individual would receive if the section were taught on campus via face-to-face methods as specified in Section 18.3 of this Agreement.

Faculty who teach sections via Distance Education retain all responsibility for the full professional service week as defined in Section 18.2.3 of this agreement.

19.2 Course and Section Enrollments

Course and section enrollments are determined in accordance with Article 18.9.

19.3 Faculty Development

All faculty teaching distance education shall be afforded the opportunity to work with a distance education faculty mentor. Each academic year the District shall select between one (1) and four (4) faculty mentors. Working closely with the Distance Education Committee and Faculty Success Center, each mentor will:

- Assist in orientation of faculty new to distance education
- Facilitate intermediate and advanced training
- Promote best practices as developed by the Distance Education Committee and departments
- Provide resources for distance education faculty

Each distance education faculty mentor shall be paid a stipend of \$2,500 per academic year and shall report to the first-level manager who supervises distance education.

19.4 Housing of Online Distance Education Sections

All online distance education sections shall be housed on servers owned or contracted by the district. Distance education instructors agree:

- to permit student access to the distance education sections exclusively through district servers
- to provide students with avenues of communication to the instructor and other enrolled students in the section through the district course management system

- to include the following information through the district course management system: syllabus, schedule, assignments list, and assignment submission process

19.5 Property Rights

The district agrees not to sell, reuse, or otherwise distribute materials created by the instructor for any distance education sections except with the express written consent of the instructor.

19.6 Office Hours

Faculty members who teach distance education as part of their load shall arrange to be available at reasonable and appropriate times for consulting with and assisting students. Office hours for distance education sections taught as part of contract load may be in proportion to the contract load and may be in an alternative delivery mode consistent with distance education methods.

19.7 Evaluation

Evaluation of materials and observance of performance of this duty shall be included in the instructor's regular evaluation in accord with Article 20 and shall be appropriately noted. The District Distance Education Observation form shall be used.

19.7.1 Full-Time

If distance education is part of the assignment in the evaluation year, and the faculty member had taught at least twenty (20) FTEF in year one and/or year two during the evaluation period in distance education, the evaluation committee will observe at least one distance education course as part of the evaluation.

19.7.2 Part-Time

If distance education is part of the assignment in the evaluation term, the evaluation committee will observe at least one distance education course as part of the evaluation.

**ARTICLE 20
EVALUATION PROCEDURES**

The purpose of evaluation is to recognize excellent and satisfactory performance in the areas of instruction, counseling, and other educational services assigned by the District; to identify areas of performance needing improvement; and to document unsatisfactory performance of the faculty member. All evaluations are final and non-grievable.

The evaluation procedures are based on the assumption that the faculty are competent and professional. These procedures have been designed to provide a uniform and fair evaluation process in accord with due process of law.

20.1 Employees, Definitions

20.1.1 Contract employee. A probationary faculty member serving under his/her first contract (year one), second contract (year two), or third contract (years three and four).

20.1.2 Regular employee. A faculty member having served for four (4) full years and/or who has been granted tenure by Governing Board action.

20.1.3 Temporary employees/part-time. A part-time faculty member compensated on the part-time compensation schedule.

20.1.4 Temporary employees/full-time. A temporary, full-time faculty member compensated on the contract/regular salary schedule. Faculty hired into full-time, grant-funded positions are considered temporary employees/full-time.

20.1.5 Faculty – Faculty participation is determined in accordance with the table below:

Evaluator Type	May Evaluate
Regular	All faculty
Contract (C3& C4)	C2, C1, Temporary
Contract (C2&C1)	Temporary
Temporary	According to FLM designation

Faculty undergoing any reevaluation are not eligible to serve on any other college evaluation committee.

20.2 Ratings, Definitions

20.2.1 Satisfactory. This rating indicates that the performance of the evaluatee is average to excellent. A satisfactory rating may include recommendations that do not merit a rating of needs improvement or unsatisfactory.

20.2.2 Needs Improvement. This rating indicates that the performance of the evaluatee is seriously deficient and needs definite strengthening. This rating shall designate specific areas to be improved and delineate how improvement may be accomplished. Should sufficient improvement not be shown during subsequent evaluations, the evaluatee's rating will be considered unsatisfactory. For full-time faculty, poor performance in the categories of Section 18.2.3 may lead to an overall needs improvement rating.

20.2.3 Unsatisfactory. This rating indicates that the performance of the evaluatee is below minimum standards or has failed to show sufficiently improved performance from a Needs Improvement rating. In accordance with the provisions of the California Education Code, an “Unsatisfactory” rating may result in appropriate administrative action including non-retention. For full-time faculty, poor performance in the categories of Section 18.2.3 may lead to an overall unsatisfactory rating.

20.3 General Evaluation Conditions

20.3.1 All Faculty

- a) The first-level manager shall be responsible for the coordination of all faculty member evaluations within his or her unit.
- b) The evaluation shall cover the period of time since completion of the last evaluation.
- c) The District shall establish the timelines necessary to meet the deadlines of evaluation procedure. The deadlines may be extended by mutual agreement of the District and the Association.
- d) The evaluatee will provide the evaluators with the course syllabus and/or course outline of record and any other pertinent handouts.
- e) The standard District evaluation forms shall be used in all cases.
- f) Each evaluator shall make at least one (1) classroom or non-classroom observation of the evaluatee which shall be done in consultation with the evaluatee and shall be of sufficient number and duration to provide a thorough assessment. The evaluatee will make reasonable efforts to notify each evaluator of dates that are inconvenient (testing, field trips, etc.). For full-time evaluatees every attempt will be made by the evaluators to observe different sections or courses.
- g) Observations and visitations shall not be disruptive of the learning environment and shall be arranged in consultation with the evaluatee.
- h) In the event that an evaluator is unable to continue with an evaluation process the replacement shall be selected according to the process through which the evaluator was selected.
- i) Satisfactory evaluations shall be forwarded to the Office of Human Resources; all evaluations other than satisfactory shall be forwarded to the Chief Instructional Officer or chief student services officer. The faculty member's evaluation report will be retained by the District in the faculty member's personnel file, as per Article 12, and the faculty member shall also receive a copy of that report.

20.3.2 Full-Time Faculty

- a) Prior to the evaluation of a full-time faculty member, the first-level manager or designee shall meet with the evaluatee to discuss the criteria, procedures, and timelines (including classroom visits and non-classroom observations) for the evaluation.

- b) For full-time faculty, the first-level manager shall inform the evaluators of the summary comments, commendations, and recommendations made on the evaluatee's previous satisfactory evaluation or reevaluation.
- c) In the event that no faculty or subject specialist is available at the District to serve on a Faculty Evaluation Committee, it is the District's responsibility to secure such services. The selection of the non-district subject specialist shall be done in consultation with the evaluatee.
- d) Prior to the evaluation of a full-time faculty member, the Faculty Evaluation Committee shall elect a chair. The chair shall coordinate with the first-level manager or designee to collect evaluation materials identified in Section 20.5.3.a.2 or Section 20.8.2.a.2, as appropriate, and compile the Faculty Evaluation Committee's evaluations. The committee chair shall make every reasonable effort to complete the compilation at least one (1) week in advance of the conference with the evaluatee.
- e) When the compilation is complete, the chair will distribute it to all evaluators, who will meet as soon as possible to discuss the evaluation results and prepare the summary evaluation report.

20.4 Evaluation Forms Committee

A standing evaluation forms committee shall consist of eight (8) persons: four (4) appointed by the District, two (2) appointed by the Faculty Senate, and two (2) appointed by the Association. Consistent with the provision of this section, the committee will review and recommend appropriate revision(s) to the forms and procedures for evaluations covered in this article and Section 18.5.6.1. Any revisions to the evaluation forms and recommended improvements to the evaluation procedures shall be subject to review and approval by the District and Faculty Negotiating Teams prior to their implementation.

20.5 Contract Employee

20.5.1 The four (4)-year probationary period provides the contract faculty member the opportunity to demonstrate that he or she meets the standards for reappointment and/or tenure by the district. The candidate demonstrates his or her qualifications through a rigorous process of evaluation of his or her performance.

20.5.2 Frequency of Evaluation

- a) First- and second- year contract employees shall be evaluated a minimum of twice each year. The evaluations shall be completed by the fourteenth week of each semester. If the overall rating of the fall evaluation is "Unsatisfactory," the spring evaluation shall be completed by February 10.
- b) Third- and fourth- year contract employees shall be evaluated a minimum of once per year. The evaluation shall be completed by the fourteenth week of the fall semester. Additional evaluations may be conducted at the discretion of the Faculty Evaluation Committee or the first-level manager.

20.5.3 Components—The comprehensive evaluation for all contract faculty shall comprise four (4) distinct components: faculty, administrator, student, and annual self-evaluation.

- a) **Faculty Evaluation Committee:** The Faculty Evaluation Committee recognizes that satisfactory performance by a faculty member can be achieved in a variety of ways.

- 1) The Faculty Evaluation Committee has the responsibility to observe and evaluate a faculty member's total performance of duties and responsibilities as well as classroom teaching. Therefore, every contract faculty member shall be evaluated by a Faculty Evaluation Committee.
- 2) The evaluation shall include the following: a review of the annual self-evaluation; a classroom, clinical, counseling, center, or library visitation/observation; the compilation of the student evaluations; the fulfillment of professional responsibilities as indicated in Section 18.2.3; and evidence of effective working relationships with staff and students.
- 3) Composition of the Committee:

Contract Years One and Two

- a) The composition of the Faculty Evaluation Committee shall be three (3) eligible faculty members as defined in Section 20.1.5.
- b) The evaluatee shall name one (1) faculty, and the first-level manager shall name one (1) more. If one of the two is a subject specialist, the two shall recruit and select a third faculty member. If neither of these two is a subject specialist then the two shall recruit and select a third faculty member who is a subject specialist.

Contract Years Three and Four

- c) The composition of the Faculty Evaluation Committee shall be two (2) eligible faculty members as defined in Section 20.1.5.
- d) The evaluatee shall name one (1) faculty, and the first-level manager shall name the other. The two (2) faculty members shall be selected from the educational school or area to which the evaluatee is assigned.

b) **Administrator Evaluation:** The administration recognizes that satisfactory performance by a faculty member can be achieved in a variety of ways.

- 1) Management has the responsibility to observe and evaluate a faculty member's total performance of duties and responsibilities, as well as classroom teaching.
- 2) The evaluation shall include the following: a review of the annual self-evaluation; a classroom, clinical, counseling, center, or library visitation/observation; the compilation of the student evaluations; the fulfillment of professional responsibilities as indicated in Section 18.2.3; and evidence of effective working relationships with staff and students.

3) Evaluation Performance:

Contract Years One and Two

- a) The administrator evaluations are performed by the first-level manager or designee and one (1) additional manager appointed by the Chief Instructional Officer or Chief Student Services Officer as appropriate.

Contract Years Three and Four

- b) The administrator evaluation is performed by the first-level manager or designee.

c) **Student Evaluation:**

- 1) Student evaluations of faculty members are conducted at the direction of the Faculty Evaluation Committee as part of the formal evaluation. The Faculty Evaluation Committee may designate non-faculty to administer student evaluations.
- 2) The student evaluation forms shall be relevant to the student learning process or service provided and within the scope of the student's experience.
- 3) The process and content of the student evaluation shall maintain student confidentiality.
- 4) As part of the faculty evaluation process, except in cases where the section rosters are identical, a student survey will be distributed to at least two (2) sections for contract faculty during the semester of evaluation. The evaluatee and the Faculty Evaluation Committee will each choose one (1) section. By mutual agreement between the faculty member and the Faculty Evaluation Committee, additional sections may participate in the evaluation.
- 5) Student evaluation forms for counselors, reference librarians, instructional specialists, and the health service nurses will be distributed by a member or designee of the Faculty Evaluation Committee to a reasonable sample of students counseled or served. Those student evaluations returned will comprise the group sampled.
- 6) A compilation of the student responses will be prepared by the first-level manager or designee and forwarded to the chair of the Faculty Evaluation Committee.

d) **Self-Evaluation:**

Each fall contract faculty shall provide a self-evaluation. It shall address, among other items, the faculty member's fulfillment of professional responsibilities as referenced in Section 18.2.3 and an assessment of his or her own performance. The faculty member will share the self-evaluation with the Faculty Evaluation Committee and the first-level manager or designee. The self-evaluation will become part of the evaluation report.

20.5.4 Evaluation Report

20.5.4.1 The summary evaluation report shall be prepared by the Faculty Evaluation Committee and administrative evaluator(s) and shall include each evaluator's individual rating. The summary evaluation report shall take into account the results of each of the evaluation components (Section 20.5.3) in order to arrive at an overall rating. When the committee and the administrative evaluator(s) cannot reach an agreement as to the overall rating, the report must include written explanation.

20.5.4.2 If the Faculty Evaluation Committee reaches a consensus of "Needs Improvement" or "Unsatisfactory" or if the administrative evaluator(s) indicates a "Needs Improvement" or "Unsatisfactory", then the evaluators shall develop a written improvement plan. The plan shall include (a) specific areas of needed improvement, (b) means of improvement, (c) resources available to the evaluatee, and (d) a timeframe within which the improvement is to be accomplished. The improvement plan will be included in the summary evaluation report which is presented to the evaluatee at the evaluation conference. In the event that a contract faculty member receives a "Needs Improvement" and/or "Unsatisfactory" rating, fulfillment of the improvement plan shall be assessed in the next evaluation. The Faculty Evaluation Committee shall continue, to the extent possible, with the same members until the evaluatee's performance has reached a satisfactory level or other appropriate administrative action takes place.

20.5.5 Evaluation Conference with Contract Evaluatee

20.5.5.1 After the evaluators have completed and signed all evaluation materials, as appropriate, the Faculty Evaluation Committee and administrative evaluator(s) shall meet with the evaluatee to discuss the results of the summary evaluation report and evaluation components as identified in Section 20.5.3. The improvement plan, if any, will also be presented at this conference. The conference shall include an open and frank discussion of the evaluatee's strengths and weaknesses and, as appropriate, commendations, recommendations, and suggestions for professional development.

20.5.5.2 At the evaluation conference the evaluatee shall sign the summary evaluation report, acknowledging receipt of all evaluation materials. Within ten (10) service days of the evaluation conference the evaluatee shall have the opportunity to provide written comments which shall be attached to the summary evaluation report.

20.6 Tenure Review

20.6.1 The Tenure Review Committee shall convene after the conference of the 4th year fall evaluation, regardless of rating, and shall make its recommendation by January 31 using the standard district form.

20.6.2 To the greatest extent possible the evaluators who served on the 4th year fall evaluation shall comprise the Tenure Review Committee.

20.6.3 The Tenure Review Committee's recommendation will be based on evidence of the faculty member's performance as reflected in all evaluations completed from the first semester of full-time employment through week 14 of the fall semester of the 4th year.

Satisfactory evaluations are the basis for recommendation for tenure. The Tenure Review Committee shall be provided access to all materials included in the evaluation file within this timeframe. Faculty members recommended for tenure will reflect a standard of excellence in their performance of faculty duties and their interaction with students and colleagues.

20.6.4 The granting of tenure is a legal right of the Governing Board. Tenure is recommended by the superintendent/president as advised by the Chief Instructional Officer or chief student services officer in consultation with the Tenure Review Committee.

20.6.5 In the event a faculty member is not recommended for tenure within the provisions of Section 87610.1, California Education Code, the procedures of this section, subsections (a) (b) (c) (d) (e) and 87611 shall apply and be in accordance with the procedures outlined in Tenure Denial Grievance Procedure, Section 20.7.

20.7 Tenure Denial Grievance Procedure

20.7.1 Grievance Procedures

20.7.1.1 Any grievance pursuant to the denial of tenure may be filed by a faculty member on his or her behalf or by the exclusive representative on behalf of an employee.

- a) If such a grievance is pursued to arbitration by the Association, the award of the arbitrator shall not be considered a precedent for any other such grievances.
- b) If a faculty member pursues such a grievance to arbitration, after the Association has declined to pursue the grievance to arbitration, the District shall require the employee to file with the Association adequate security to pay the employee's share of the cost of arbitration.
- c) The arbitrator in any such grievance shall be without power to grant tenure, except for failure to give notice on or before March 15 pursuant to California Education Code, Subdivision (b) of Section 87610.
- d) The arbitrator in any such grievance may award a remedy which includes, but need not be limited to, back pay and benefits, re-employment in a probationary position for first- and second- year contract employees, and reconsideration for tenure.
- e) The award of an arbitrator in any such grievance shall be subject to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.
- f) In any reconsideration of a decision not to employ a grievant as a tenured employee, as required by an arbitrator's decision resulting from any grievance pursuant to Section (a) above, the District shall not utilize any cause for the denial of tenure that the arbitrator found to be without merit.

20.7.2 Probationary Re-employment Rights and Tenure Denial Grievance Procedure

20.7.2.1 Probationary faculty members working under their first or second year contracts shall be employed for the succeeding year unless they are notified otherwise in writing by the District on or before March 15 of the academic

year covered by the existing contract. The notice shall be by registered or certified mail to the most recent address on file with the Office of Human Resources.

20.7.2.2 Probationary faculty members working under a first or second year contracts who receive notice pursuant to Section 20.7.2.1 that the District does not intend to employ them for the succeeding academic year shall have the right to challenge the District's decision as it relates to the procedure not the content of the evaluation.

20.7.2.3 Probationary faculty members working under a third contract shall be employed as tenured employees for succeeding years unless they are notified otherwise by the District in writing on or before March 15 of the last academic year covered by the existing Agreement. The notice shall be by registered or certified mail to the most recent address on file with the Office of Human Resources.

20.7.2.4 Probationary faculty members working under a third contract who receive notice pursuant to Section 20.7.2.3 that the District does not intend to employ them as tenured employees in succeeding academic years shall have the right to challenge the District's decision as it relates to the procedure not the content of the evaluation. (Refer to Section 20.7.1).

20.8 Regular Faculty

20.8.1 Frequency of Evaluation

- a) Regular faculty shall be evaluated once every three (3) years. The evaluation shall be completed by the end of the fourteenth week of the term of evaluation. With a satisfactory evaluation, the evaluatee begins a new three (3)-year evaluation period.
- b) Either if a regular faculty member's effective working relationships with staff or students, or if the on-the-job responsibilities, as contained in Section 18.2.3, are suspected to have fallen below a satisfactory level of performance during the three (3)-year cycle, the first-level manager shall make reasonable efforts to resolve the issues informally. If informal resolution is not successful, the first-level manager may initiate an additional evaluation during the three (3)-year cycle. This additional evaluation shall be conducted according to the procedures that apply to regular faculty.

20.8.2 Components—The comprehensive evaluation for all regular faculty shall comprise four (4) distinct components: faculty, administrator, student, and self-evaluation.

- a) **Faculty Evaluation Committee:** The Faculty Evaluation Committee recognizes that satisfactory performance by a faculty member can be achieved in a variety of ways.
 - 1) The Faculty Evaluation Committee has the responsibility to observe and evaluate a faculty member's total performance of duties and responsibilities as well as classroom teaching. Therefore, every regular faculty member shall be evaluated by a Faculty Evaluation Committee.
 - 2) The evaluation shall include the following: a review of the self-evaluation; classroom, clinical, counseling, center, or library visitation/observation; the compilation of the student evaluations; fulfillment of professional

responsibilities as indicated in Section 18.2.3; and evidence of effective working relationships with staff and students.

- 3) **Composition of the Committee:** The committee shall be two (2) eligible faculty members as defined in Section 20.1.5. The evaluatee shall name one (1) faculty member and then the evaluatee and faculty member will consult with the first-level manager or designee on the selection of the second faculty member. If the evaluatee, first-level manager or designee requests a subject specialist but no subject specialist is available the non-district subject specialist (20.3.2.c) shall serve as one of the two members of the committee.
- b) **Administrator Evaluation:** The administration recognizes that satisfactory performance by a faculty member can be achieved in a variety of ways.
- 1) Management has the responsibility to observe and evaluate a faculty member's total performance of duties and responsibilities, as well as classroom teaching.
 - 2) The evaluation shall include the following: a review of the self-evaluation; classroom, clinical, counseling, center, or library visitation/observation; the compilation of the student evaluations; fulfillment of professional responsibilities as indicated in Section 18.2.3; and evidence of effective working relationships with staff and students.
- c) **Student Evaluation:**
- 1) Student evaluations of faculty members are conducted at the direction of the Faculty Evaluation Committee as part of the formal evaluation. The Faculty Evaluation Committee may designate non-faculty to administer student evaluations.
 - 2) The student evaluation forms shall be relevant to the student learning process or service provided and within the scope of the student's experience.
 - 3) The process and content of the student evaluation shall maintain student confidentiality.
 - 4) As part of the faculty evaluation process for regular faculty, except in cases where the section rosters are identical, a student survey will be distributed to at least two (2) sections during the semester of evaluation. The evaluatee and the Faculty Evaluation Committee will each choose one (1) section. By mutual agreement between the faculty member and the Faculty Evaluation Committee, additional sections may participate in the evaluation.
 - 5) Student evaluation forms for counselors, reference librarians, instructional specialists and the health service nurses will be distributed by a member or designee of the Faculty Evaluation Committee to a reasonable sample of students counseled or served. Those student evaluations returned will comprise the group sampled.
 - 6) A compilation of the student responses will be prepared by the first-level manager or designee and forwarded to the chair of the Faculty Evaluation Committee.

- d) **Self-Evaluation:** Each regular faculty member shall provide a self-evaluation. It shall address, among other items, the faculty member's fulfillment of professional responsibilities as referenced in Section 18.2.3 and an assessment of his or her own performance. The faculty member will share the self-evaluation with the Faculty Evaluation Committee and the first-level manager or designee. The self-evaluation will become part of the evaluation report.

20.8.3 Evaluation Report

- 20.8.3.1** The summary evaluation report shall be prepared by the Faculty Evaluation Committee and first-level manager or designee and include each evaluator's individual rating. The summary evaluation report shall take into account the results of each of the evaluation components (Section 20.8.2) in order to arrive at an overall rating. When the committee and the first-level manager or designee cannot reach an agreement as to the overall rating, the report must include a written explanation.
- 20.8.3.2** For satisfactory evaluations only, evaluators may note less-than-serious deficiencies that do not warrant an improvement plan. The first-level manager shall monitor improvement of noted less-than-serious deficiencies until the evaluatee's next evaluation.

20.8.4 Evaluation Conference with Regular Evaluatee

- 20.8.4.1** After the evaluators have completed and signed all evaluation materials, as appropriate, the Faculty Evaluation Committee and first-level manager or designee shall meet with the evaluatee to discuss the results of the summary evaluation report and evaluation components as identified in Section 20.8.2. The conference shall include an open and frank discussion of the evaluatee's strengths and weakness and, as appropriate, commendations, recommendations, and suggestions for professional development.
- 20.8.4.2** At the evaluation conference the evaluatee shall sign the summary evaluation report, acknowledging receipt of all evaluation materials. Within ten (10) service days of the evaluation conference the evaluatee shall have the opportunity to provide written comments which shall be attached to the summary evaluation report.

20.8.5 Improvement Plan

- 20.8.5.1** If the Faculty Evaluation Committee reaches a consensus of "Needs Improvement" or "Unsatisfactory" or if the first-level manager or designee indicates a "Needs Improvement" or "Unsatisfactory," then the evaluators shall develop a written improvement plan and recommend a reevaluation by both the Faculty Evaluation Committee (as augmented under Section 20.8.6.1) and the first-level manager or designee. The evaluatee shall have the discretion to select an additional faculty member to participate in the development of the plan.
- 20.8.5.2** The purpose of the written improvement plan is to assist the evaluatee in developing and implementing improvements in the area or areas of serious deficiency noted by the evaluation Faculty Evaluation Committee and/or the administrative evaluator, to assist the unit member to make improvements, and to evaluate the evaluatee's performance under the plan.

20.8.5.3 The plan should include (a) specific areas of needed improvement, (b) means of improvement, (c) resources available to the evaluatee, and (d) a timeframe within which the improvement is to be implemented and accomplished. The District shall make reasonable efforts to assist and support the evaluatee in achieving the needed improvement. Such efforts may include considerations under Section 14.13, Retraining Leave. The improvement plan will allow appropriate time for selection of a non-district subject specialist (Section 20.8.6), if applicable.

20.8.6 Reevaluation

20.8.6.1 Process

- a) Timelines established in the written improvement plan shall be followed.
- b) An augmented Faculty Evaluation Committee and the first-level manager or designee reevaluate the evaluatee's performance once the improvement plan is written.
- c) The reevaluation Faculty Evaluation Committee shall have the same members serving from the original committee augmented by two (2) additional regular faculty, one of which will be from the evaluatee's area of specialization. The evaluatee and the first-level manager or designee each select one (1) regular faculty. If the evaluatee does not, the first-level manager or designee will select a subject specialist.
- d) In reevaluation, specific areas of needed improvement identified in the improvement plan shall be the primary basis for evaluator ratings of "satisfactory," "needs improvement," and "unsatisfactory."

20.8.6.2 Outcome

- a) If reevaluation results in a satisfactory rating, the faculty member begins a new three (3)-year evaluation period.
- b) If the reevaluation results in Faculty Evaluation Committee or first-level manager or designee rating of "Needs Improvement," the first-level manager or designee or the augmented Faculty Evaluation Committee may extend for one additional term the timeframe in the written improvement plan or its modification as a result of the reevaluation.
- c) If the reevaluation results in Faculty Evaluation Committee or first-level manager or designee rating of "Unsatisfactory," appropriate administrative action may result. There shall be no further faculty reevaluation. The final written reevaluation, attachments, and first-level manager or designee recommendation(s) shall be forwarded to the appropriate vice president or designee who shall review the materials and recommend to the superintendent/president appropriate administrative action.

20.9 Faculty on Special Assignment

A regular faculty member on special assignment (Section 18.4) to non-instructional duties for fifty (50) percent or more of a regular contract teaching load shall be evaluated by the first-level manager in the performance of those duties on an annual basis in accord with the special

assignment position responsibilities. Excluded are the Faculty Senate President and Curriculum Chairperson.

20.10 Temporary (Full-Time and Part-Time) Employee

20.10.1 Temporary Employee/Full-Time: Full-time temporary employees shall be evaluated in accord with the procedures applicable to first- and second- year contract employees.

20.10.2 Temporary Employee/Part-Time: All new temporary part-time employees shall be evaluated at least once during the first year of their employment. Subsequent to a satisfactory evaluation, temporary part-time employees will be evaluated at least once every three (3) years. After a service break of four (4) primary terms, a temporary part-time employee shall be determined a new hire for purposes of evaluation.

- a) Additional evaluations may be conducted at the discretion of the first-level manager or the faculty evaluator. If a faculty member receives a Needs Improvement rating, the first-level manager may determine if an additional evaluation is needed in the subsequent semester of employment.
- b) Temporary part-time faculty employees may be evaluated by the first-level manager or designee. In selecting the designee the first-level manager shall first ask faculty from the educational school or area. No faculty member shall be required to evaluate more than three (3) temporary part-time faculty in one (1) year.
- c) Student evaluations of faculty members shall be conducted as part of any evaluation process.
- d) The evaluation procedures as stated in Section 20.3.1 are applicable to Section 20.10.

**ARTICLE 21
COMPENSATION**

21.1 Contract/Regular Faculty Compensation

Regular full-time faculty who were in full time paid status prior to fall 2012 and who did not receive a step increase in 2011/12 academic year will be granted the return of one step to be effective fall 2014. If the return of one step does not equal at least \$500.00, a one-time, off schedule, total compensation payment of the difference will be granted to assure a total payment of \$500.00. Full-time faculty who began full-time paid status in fall 2012 or later (and therefore, did not forego a step), will be granted a one-time, off schedule, total compensation payment of \$500.00. This compensation shall be made by July 1, 2015.

For the 2015/16 academic year, the full-time faculty salary schedule has been revised to include adjusted steps using benchmark districts and includes a 1% increase. By August 3, 2015, a one-time, off schedule, total compensation payment of \$2,000.00 shall be made to each of the four full-time faculty who attain the final step 32 on the salary schedule prior to the implementation of the 2015/16 adjustment. All full-time faculty were placed on the step on the new salary schedule at a rate not lower than their current salary. Those faculty that had achieved Step 22 or higher with the return of step for 2014/15 were placed at Step 22 (which was Step 32 or last step of the 2011/14 contract) for 2015/16 and 2016/17.

Effective fall 2016, a 1% increase will be applied to the full-time salary schedule. If the District's funded enrollment growth in 2015/16 meets or exceeds 4% as determined in the Chancellor's Office 2016/17 First Principal Apportionment and 2015/16 Recalculation report received in spring 2017, an additional 1% increase will be applied to the 2016/17 full-time faculty salary schedule.

21.2 Part-Time Compensation Schedule

Part-time faculty who were employed part-time (not including full-time faculty) during spring 2015 will be granted a one-time, off schedule, total compensation payment in accordance with the following placement. This compensation shall be made by July 9, 2015.

Step in Spring 2015 (on Lecture, Lab, and Instructional Support Rate)	One-time compensation
1	300.00
2	400.00
3	500.00

The method of compensation for sections, except those excluded herein, shall be on a pay-per-course basis utilizing the following formula:

Number of weekly section hours (when taught as a semester-length course) times 17.5 weeks times the appropriate column and step negotiated hourly rate.

Exclusions: Those courses that are offered on an open-entry/open-exit positive attendance basis wherein the instructor hours do not correspond to the total hours of the course, or do not have a set number of hours for the instructor for courses such as cooperative education offerings. In addition, substitutes shall be paid by multiplying the actual number of classroom hours taught by the appropriate hourly rate.

21.2.1 Lecture Rate Schedule

[For teaching courses or for substituting for more than one week for the same section(s) (or the equivalent for other than semester-length terms) in courses classified by the Curriculum Committee as lecture courses.]

Column A Meets the State's minimum requirements for teaching the assigned courses but does not qualify for Column B placement.

Column B Possession of a master's degree from an accredited college/university and sixty (60) units completed after the bachelor's degree, OR Possession of a bachelor's degree from an accredited college/university and seventy-five (75) units completed after the bachelor's degree OR Possession of an earned doctorate from an accredited college/university.

The following Part-Time Salary Compensation Rates will be in effect the first day of fall term 2015:

	Column A	Column B
Step 1	67.00	69.00
Step 2	69.00	71.00
Step 3	72.00	74.00

The following improved Part-Time Salary Compensation Rates will be in effect the first day of fall term 2016:

	Column A	Column B
Step 1	69.00	71.00
Step 2	71.00	73.00
Step 3	74.00	76.00

21.2.2 Lab Rate Schedule

[For teaching courses or for substituting for more than one week for the same section(s) (or the equivalent for other than semester-length terms) in courses classified by the Curriculum Committee as lab courses.]

The following Part-Time Salary Compensation Rates will be in effect the first day of fall term 2015:

Step	Rate
1	62.00
2	63.00
3	65.00

The following improved Part-Time Salary Compensation Rates will be in effect the first day of fall term 2016:

Step	Rate
1	64.00
2	65.00
3	67.00

21.2.3 Support Rate Schedules

a) Instructional Support Rate

For service of counselors, reference librarians, health center nurses, instructional specialists; short-term substitutes of one (1) week or less (or the equivalent for other than semester-length terms); special projects or assignments; assignments in directed learning/supplemental instructional activities, including but not limited to the student success centers (multi-disciplinary, math, reading/ESL, and/or writing); compensation is per hour of service provided.

The following improved Instructional Support Rates will be in effect the first day of fall term 2015:

Step	Rate
1	52.00
2	53.00
3	55.00

The following improved Instructional Support Rates will be in effect the first day of fall term 2016:

Step	Rate
1	54.00
2	55.00
3	57.00

b) Professional Development Rate

For faculty who have been pre-approved by the first-level manager to participate as a trainer or trainee in professional development activities (excluding flex) sponsored by the District, Faculty Success Center or Professional Development office on non-service days or on service days outside of the individual faculty member's accountable hours (performance of teaching, counseling, library services, student success center services, office hours, and scheduled professional responsibilities as identified in Article 18.2.3); compensation is per hour of service provided.

Status	Rate
Trainer	40.00
Trainee	25.00

c) Non-Service Day Committee Rate

For faculty participation in district, school, or area committees and meetings (including hiring committees) on non-service days; compensation is \$35 per hour of service and must be approved by the CIO/CSSO or designee.

21.2.4 Cooperative Work Experience Education Rate Schedule³

Part-time and overload compensation for Cooperative Work Experience is determined by a formula based on Lab and Instructional Support Rate schedules.

Effective on the first day of fall term 2015, part-time or overload compensation shall be at the Cooperative Work Experience Education rate of \$201 per student (as of census headcount).

21.2.5 Independent Study Rate Schedule

Effective on the first day of fall term 2015, compensation for Independent Study shall be \$201 per student.

Faculty may take no more than two (2) Independent Study students per semester, except by mutual agreement between the faculty member and the first-level manager.

21.2.6 Initial Placement on the Part-Time Schedule The maximum initial placement on the appropriate schedule for all faculty hired on or after August 8, 1998, will be at Step 1. Assessment of units and degrees relevant to placement on the salary schedule will be consistent.

21.2.7 Step Advancement Step advancement will be effective as of the first service day of the fall term each year. The Human Resources Office will grant each part-time faculty member step advancement according to the following guide:

Step 1 Short-term substitutes (i.e., less than two (2) continuous weeks' duration) and special duty assignments (i.e., assignments of less than a full term duration regardless of prior service); first-time hires; part-time faculty hired after a three (3)-year (or six (6) semester) break in service, summer excluded.

Step 2 Placement after completion of a minimum of four (4) academic terms, at step 1, summer and substitution excluded. If a break in service exceeds three (3) years, placement is at step 1.

Step 3 Placement after completion of a minimum of four (4) academic terms, at step 2 (summer and substitution excluded). If a break in service exceeds three (3) years, placement is at step 1.

21.2.8 Column Advancement. Column advancement is effective as of the first service day of the fall term each year. It is the responsibility of the bargaining unit member to petition the District for column advancement. A form for this petitioning process will be made available to members of the Bargaining Unit. The receipt of the column advancement form, including relevant documentation for the subsequent fall term, must be received by Human Resources no later than June 30. All units and degrees must meet the criteria identified in Section 22.2.2 of the Agreement. Units as used in this procedure refer to semester units.

³ *Computation of Cooperative Work Experience/Independent Study Service Rate*

Computation of percent of parity for the Lab and Instructional Support Rate schedules shall use the hourly rates at Step 2.

- 1. Average the annual pay for teaching a full load at step two of the hourly rate for lab ($\$63 \times 35 \text{wk} \times 15 \text{hr} / 0.8 = \$41,344$) with the same for instructional support ($\$53 \times 35 \text{wk} \times 32 \text{hr} = \$59,360$) to get \$50,352.*
- 2. Divide the average (\$50,352) by 250 students, yielding \$201.41 per student. Round to the nearest dollar: $\$201.41 = \201 per student.*

21.2.9 Parity

a) **Definition of Parity Compensation.** Parity Compensation is defined as seventy (70) percent of the contract/regular salary schedule, steps 4 through 9 of Columns 1 and 2. This provision applies to temporary part-time faculty assignments and to full-time faculty overload assignments. This compensation shall take effect only in the event that the additional cost is fully funded by additional state money for the purpose of parity. In the event of partial funding for parity, the entire amount of the additional funds shall be used to improve compensation for temporary part-time faculty and full-time faculty overload assignments. Parity compensation covers the following components of the professional service obligation:

- preparing for teaching, counseling, or library services depending on assignment
- grading
- student advising
- timely submission of required documents

b) Placement for Parity

1. **Initial Placement on the Part-Time Schedule.** Continuing part-time, contract, and regular faculty whose first paid service day was prior to fall 2003 or the implementation of the parity, whichever is later, will receive credit for each step currently held under the part-time compensation schedule. The maximum initial placement on the appropriate schedule for all faculty hired after parity is implemented shall be at step 4 of the contract/regular salary schedule. Assessment of units and degrees relevant to placement on the salary schedule will be consistent.

2. **Y-Rating.** Continuing part-time, contract, and regular faculty whose first-paid service day was prior to fall 2003 or the implementation of the parity, whichever is later, will be Y-Rated until their placement on the appropriate part-time schedule is at a higher rate. This includes, but is not limited to, all Self-Paced/Arranged Hours (.60) and Noninstructional and Instructional Specialists (.46).

3. **Step Advancement.** Beginning July 1, 2002, step advancement will be effective as of the first service day of the fall term each year. The Human Resources Office will grant each part-time faculty member step advancement according to the following guidelines:

Step 4 First-time hires or part-time faculty rehired after a three (3)-year (or six (6) semesters) break in service, summer excluded.

Step 5 Placement after completion of 100 FTEF of service at the Chaffey Community College District, for a minimum of four (4) academic terms, at step 4, summer and substitution excluded. If a break in service exceeds three (3) years, placement is at step 4.

Step 6 Placement after completion of 100 FTEF of service at the Chaffey Community College District, for a minimum of four (4) academic terms, at step 5, summer and substitution excluded. If a break in service exceeds three (3) years, placement is at step 4.

Step 7 Placement after completion of 100 FTEF of service at the Chaffey Community College District, for a minimum of four (4) academic terms, at step 6, summer and substitution excluded. If a break in service exceeds three (3) years, placement is at step 4.

Step 8 Placement after completion of 100 FTEF of service at the Chaffey Community College District, for a minimum of four (4) academic terms, at step 7, summer and substitution excluded. If a break in service exceeds three (3) years, placement is at step 4.

Step 9 Placement after completion of 100 FTEF of service at the Chaffey Community College District, for a minimum of four (4) academic terms, at step 8, summer and substitution excluded. If a break in service exceeds three (3) years, placement is at step 4.

No more than one (1) step will be awarded a faculty member in any one (1) year. No retroactive adjustments shall be provided for work performed prior to fall 2002.

**ARTICLE 22
SALARY SCHEDULE PLACEMENT AND ADVANCEMENT**

Contract/Regular Schedule, Fall 2015

Step	Minimum Qualifications	MA OR BA + 45	MA+BA+60 OR BA+75	Earned Doctorate
	Column 1	Column 2	Column 3	Column 4
1	56,013	58,407	61,852	68,928
2	58,520	61,005	64,640	71,241
3	61,028	63,604	67,428	73,555
4	63,536	66,201	70,216	75,868
5	66,044	68,800	73,003	78,181
6	68,551	71,398	75,791	80,495
7	71,059	73,996	78,578	82,808
8	73,566	76,594	81,367	85,121
9	76,074	79,192	84,154	87,434
10	77,051	80,485	85,776	89,748
11	78,028	81,779	87,398	92,060
12	79,004	83,071	89,020	94,373
13	79,981	84,364	90,642	96,687
14	80,958	85,656	92,265	99,000
15	81,934	86,949	93,887	99,754
16	82,911	88,242	95,510	100,507
17	83,675	89,535	97,131	101,262
18	84,440	90,828	98,754	102,015
19	85,205	91,075	99,420	102,769
20	85,888	91,321	100,086	103,522
21	86,572	91,569	100,753	104,275
22	90,047	94,316	108,082	112,566

Contract/Regular Schedule, Fall 2016

Step	Minimum Qualifications	MA OR BA + 45	MA+BA+60 OR BA+75	Earned Doctorate
	Column 1	Column 2	Column 3	Column 4
1	56,573	58,991	62,471	69,617
2	59,105	61,615	65,286	71,953
3	61,638	64,240	68,102	74,291
4	64,171	66,863	70,918	76,627
5	66,704	69,488	73,733	78,963
6	69,237	72,112	76,549	81,300
7	71,770	74,736	79,364	83,636
8	74,302	77,360	82,181	85,972
9	76,835	79,984	84,996	88,308
10	77,822	81,290	86,634	90,645
11	78,808	82,597	88,272	92,981
12	79,794	83,902	89,910	95,317
13	80,781	85,208	91,548	97,654
14	81,768	86,513	93,188	99,990
15	82,753	87,818	94,826	100,752
16	83,740	89,124	96,465	101,512
17	84,512	90,430	98,102	102,275
18	85,284	91,736	99,742	103,035
19	86,057	91,986	100,414	103,797
20	86,747	92,234	101,087	104,557
21	87,438	92,485	101,761	105,318
22	90,947	95,259	109,163	113,692

22.1 Initial Placement on Schedule

Units and degrees must be from an accredited institution and verified by official transcripts. All graduate level academic units and degrees used for initial placement on the salary schedule shall be earned at institutions accredited by an organization or association recognized by the Council for Higher Education Accreditation. Once verified, step placement may take place according to the criteria below.

22.1.1 Step Placement

Bargaining unit members are placed on the appropriate step as determined by the following criteria:

- a) One (1) step will be granted for each full year of appropriate academic experience with a maximum credit of eight (8) steps from this source.
- b) One (1) step will be granted for each one (1) year of full-time vocational experience directly related to the assignment with a maximum credit of eight (8) steps from this source.
- c) Total credits for salary schedule placement shall not exceed eight (8) steps.

22.1.2 Column Placement

Bargaining unit members are placed on the appropriate column as determined by the following criteria:

- a) Unit credit is limited to seventy-five (75) semester units or 112.5 quarter units.
- b) Upper division and graduate units earned after the bachelor's degree are counted in excess of that degree.
- c) Under special circumstances, certain undergraduate credit units (with an earned grade of "C" or better) may be used if, upon review of the Office of Human Resources, it is determined that (a) the units directly relate to one's assignment or were earned at an institution that provides coursework to maintain licensure, and (b) if the documentation was submitted in a timely manner (within thirty (30) days of employment). Management's decision is final and non-grievable.

Acceptance of units and degrees from universities outside of the United States is subject to a determination of equivalency by an evaluation service recognized by the District. All costs associated with this evaluation shall be borne by the faculty member.

Honorary degrees are not acceptable for placement on the salary schedule.

Units which did not provide credit and units which are duplicated will not be applied for placement on the salary schedule.

22.1.3 Column Designation

COLUMN 1 Meets the state's minimum requirements through equivalencies: e.g., possession of a valid California credential authorizing community college service or possession of a bachelor's degree from an accredited college/university and less than forty-five (45) units completed after the bachelor's degree.

COLUMN 2 Possession of a master's degree from an accredited college/university, OR Possession of a bachelor's degree from an accredited college/university and forty-five (45) units completed after the bachelor's degree.

COLUMN 3 Possession of a master's degree from an accredited college/university and sixty (60) units completed after the bachelor's degree, OR Possession of a bachelor's degree from an accredited college/university and seventy-five (75) units completed after the bachelor's degree.

COLUMN 4 Possession of an earned doctorate from an accredited college/university.

Note: "Units" as used in this procedure refers to semester units.

22.2 Advancement on the Schedule

22.2.1 Step Advancement

- a) Each instructor shall be granted one (1) step on the salary schedule for each year of service at Chaffey College until the maximum is reached.
- b) Advancement to the next step requires 116 service days within the academic year, excluding summer session for a regularly employed instructor who is not on sabbatical.
- c) A faculty member shall be deemed to have completed his or her first contract year as a probationary faculty member if he or she provides service for seventy-five (75) percent of the first academic year, and shall, if employed for the succeeding year, be granted one (1) full year of service credit for purposes of advancement on the salary schedule.
- d) Veterans who were classified as regular faculty members at Chaffey College prior to going into active service receive one (1) step for each two (2) years service. However, should war occur or a national emergency be declared, then one (1) step shall be given for each year of service.

22.2.2 Column Advancement

Eligibility

- a) All graduate level academic units and degrees used for advancement on the salary schedule shall be earned at institutions accredited by an organization or association recognized by the Council for Higher Education Accreditation.
- b) Under special circumstances, certain undergraduate units may be used if, upon review of the Chief Instructional Officer or designee, it is determined that (a) the

units directly relate to one's assignment or were earned at an institution that provides coursework to maintain licensure (eighteen (18) contact hours of training equals one (1) unit or credit effective fall term 2001) and (b) the request was made in a timely manner (prior approval for existing employees; within thirty (30) days of employment for new employees). Management's decision is final and nongrievable.

Acceptance of units and degrees from universities outside of the United States are subject to a determination of equivalency by an evaluation service recognized by the District. All costs associated with this evaluation shall be borne by the faculty member.

Honorary degrees are not acceptable for advancement on the salary schedule.

Units which did not provide credit, units which are duplicated, and units which were earned during a retraining leave will not be applied for advancement on the salary schedule.

After initial placement, units earned before the bachelor's degree are to be used for bachelor's degree credit only.

- c) Research, curriculum development, workshops, and special projects may be used for advancement if arranged with prior permission from the first-level manager and approved by the Chief Instructional Officer or designee in accordance with the following rules:
 - 1) Each case shall be evaluated on its own merits.
 - 2) The recommendation of the first-level manager and the Chief Instructional Officer or designee will determine the number of units granted. Limited: one (1) to four (4) semester units.
- d) Summer work experience may be approved for advancement based upon the applicability of the work experience to the faculty member's teaching assignment. Prior approval must be secured by the first-level manager and the Chief Instructional Officer or designee in accordance with the following rules:
 - 1) Each case shall be evaluated on its own merits.
 - 2) Work experience credit may be granted only if the work experience was of eight (8) weeks duration or more, with an average of forty (40) hours per week.
 - 3) Summer teaching elsewhere may be used to earn summer work experience credit.
 - 4) The recommendation of the first-level manager and the Chief Instructional Officer or designee will determine the number of units granted. Limited: one (1) to four (4) semester units.
 - 5) After initial placement, credits granted for approved summer work experience will be limited to one-third (1/3) of the total units needed (not to exceed twenty-five (25) semester or thirty-seven and one half (37-1/2) quarter units) and will be credited in the same manner as are those for academic units.

Approval

New faculty requesting initial placement approval for units identified in Section 22.2.2 (b), (c), and/or (d) must present official transcripts and/or other official documents within thirty (30) days of employment for review and approval by the Chief Instructional Officer or designee. Due to special circumstances, a time extension may be granted by the Executive Director of Human Resources or designee.

Faculty requesting column advancement must have prior approval from the first-level manager and Chief Instructional Officer or designee, in order to qualify for advancement.

All academic units, degrees, research, curriculum development, and special projects which are to be presented in order to qualify for advancement to the next column, must be reported to the Office of Human Resources by June 30. Upon timely receipt of these official documents, column advancement will be applied effective the first service day of the following fall term.

ARTICLE 23 TUITION REIMBURSEMENT

Effective fall 2007, full-time faculty members may receive tuition reimbursement for educational units that have content that is likely to enhance the professional development of the applicant and the educational program of the district.

- a) All graduate units shall be eligible for reimbursement if the request receives approval from the Chief Instructional Officer or designee prior to enrollment.

Undergraduate units may be eligible for reimbursement if (a) upon review of the Chief Instructional Officer or designee, it is determined that the units relate to the faculty's assignment and (b) the request receives approval from the Chief Instructional Officer or designee prior to enrollment.

- b) Units eligible for reimbursement shall be earned at institutions accredited by an organization or association recognized by the Council for Higher Education Accreditation.

Reimbursement for units from universities outside of the U.S. is subject to a determination of equivalency by an evaluation service recognized by the District. All costs associated with this evaluation shall be borne by the faculty member.

The following units are not eligible for tuition reimbursement:

- Units which are non/no credit
 - Units which are duplicated
 - Units which are applied to column advancement
 - Units which are earned during a retraining leave
- c) The Chief Instructional Officer or designee shall approve or deny each request for reimbursement in writing in a timely manner. Such decision is final and non-grievable.
- d) Faculty are eligible to receive reimbursement for one (1) course per academic semester/term/quarter/session as defined by the institution that awards the units.
- e) Faculty are eligible for a maximum reimbursement of \$300 per unit; if the tuition cost per unit is less than \$300, faculty shall be reimbursed an amount equal to the tuition cost of each unit.
- f) Reimbursement shall occur when units are credited.
- g) Requests for a series of courses spanning several semesters/terms/ quarters/sessions as defined by the institution that awards the units may be granted with a single application. Reimbursement shall occur when units are credited.

ARTICLE 24
LABOR/MANAGEMENT COMMITTEE

Throughout the life of this contract, in order to maintain effective communication and enhance positive mutual interaction, a joint labor/management committee may be formed as needed by mutual agreement. The activities of this committee shall not supersede the activities of the Grievance process or Negotiations committee except as described in the Grievance Procedure 13.2.2(a). The composition of the Labor Management committee will consist of six (6) members (three (3) appointed by CCFA and three (3) appointed by the District).

ARTICLE 25 GLOSSARY

- **Academic Calendar:** refer to Article 17
- **Academic Year:** the period of instruction comprising the fall and spring primary semester terms. The summer term is considered part of the preceding year, though is not considered a primary term.

- **Calendar Day:** any day of the week and spans from 12:00am to 11:59pm.

- **Day:** any day in which central administrative offices of the District are open for business (AKA “Business day”).
- **Discipline:**
 - (a) an action or activity designed to improve skill, behavior, compliance, or corrective action (as referenced in 6.1 and 8.2) *OR*
 - (b) expertise in a particular program of study or body of knowledge.

- **Evaluation:** the process and products that record an employee’s professional performance as described in Article 20, independent of any additional evaluation procedures mandated by external regulatory agencies.

- **FTEF:** the calculated ratio of a faculty member’s workload to that member’s teaching load. The term stands for the Full Time Equivalent Faculty. (As referenced in 18.3.1)

- **Instructional Support:** the regular, contract and part-time employee group comprised of counselors, reference librarians, health service nurses, and instructional specialists.
- **Instructor of Record:** The instructor assigned to a section and responsible for documentation associated with the course while assigned to that course (e.g. grades, positive attendance reports, census reports, progress reports, etc.)

- **Mail Service Day:** Any day that the United States Postal Service delivers mail. As of the printing of this Agreement, Mail service days include any day Monday through Saturday, excluding legal holidays.

- **Primary Term:** the fall and spring semesters

- **Term:** a segment in which classes are begun and completed. Or the segment of the Academic Calendar referencing a semester. The length of the term may include the fall, spring, summer, or Fast Track terms.