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## ARTICLE 1
## TERM

**1.1** This Agreement, when adopted by the Governing Board, shall remain in full force and effect from July 1, 2026, up to and including June 30, 2029. 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 15th day of October, 2026.

Gary C. Ovitt
President, Governing Board

David Rentz
President, CCFA
CCFA Negotiations Committee

Lee C. McDougal
Vice President, Governing Board

Rod Elsdon
CCFA Negotiations Committee

Andrea Dutton
Clerk, Governing Board

Caleb Castaneda
CCFA Negotiations Committee

Gloria Negrete McLeod
Immediate Past President, Governing Board

Deana Olivares-Lambert
Member, Governing Board

Michael McClellan
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 terms “faculty” and “instructor” are applied but not limited to the following positions: instructors, counselors, reference librarians, health service nurses, and instructional specialists. The terms “faculty” and “instructor” do 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 the Public Employment Relations Board (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** The District and the Association agree that negotiations will not be reopened during the term of this agreement, unless mutually agreed upon in writing by both parties or when legally required. It is not the intent of this section to limit the Association's or the District's legal right and/or obligation to negotiate in good faith as required to by law, including, but not limited to Government Code Section 3543.2(a)(2), 3543.5, and 3543.6.

## ARTICLE 5
## NONDISCRIMINATION

The District and the Association agree to adhere to a policy of nondiscrimination, prohibition of harassment, and prohibition of retaliation in education and employment, and to comply with all applicable state and federal laws.

Discrimination, harassment, and retaliation complaints are not subject to the grievance procedure and shall be covered by the District's discrimination policy and procedures, and be subject to all applicable state and federal laws.

## 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 course offerings and scheduling of 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 shall have use of District telecommunication equipment and computers. 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 Orientation of Newly-Hired Faculty

**7.4.1** The orientation of newly hired faculty (full-time and part-time) means the on-boarding process of a newly hired faculty member whether in person, online, or through other means or mediums, in which faculty are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

**7.4.2** The District shall provide CCFA with up to two (2) sessions of uninterrupted time totaling up to two (2) hours of mandatory access to New Full-Time Faculty Orientation (NFO). The District shall provide CCFA with access to the part-time online orientation and up to twenty (20) minutes of mandatory access during school on-boarding events every term during Flex or Convocation. CCFA shall receive no fewer than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

**7.4.3** The District shall include the CCFA membership materials during the Human Resources new hire process.

## 7.5 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.

## 7.6 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.

**7.6.1** CCFA appointments to District, school, or area committees and meetings are recognized as a component of professional service as defined in Section 18.2.3.

**7.6.2** In order to avoid potential conflicts of interest, the CCFA President and three (3) designated grievance officers shall be recused from evaluation service (Article 20).

## 7.7 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:

**7.7.1** 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.

**7.7.2** 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, non-routine security and custodial costs, as well as costs for materials consumed.

**7.7.3** 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.

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

**7.7.5** 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.

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

**7.7.7** 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.

**7.7.8** 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.

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

## 7.8 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.

## 7.9 Association Compensation

To address the mutual interests of the District and Association, the Association shall be granted twenty-four (24) equated hours per term reassigned time or thirty-six (36) hours per week per term at the instructional support hourly rate or any combination thereof (1 EH = 1.5 hours/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 instructional support hourly rate or any combination thereof (1 EH = 1.5 hours/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 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.

For negotiations on matters that take place outside of terms for which negotiators are receiving reassigned time/hourly compensation per the above, negotiators shall be compensated at the instructional support rate for actual time spent at the table in active negotiations. Exceptions may be made with the mutual consent of the Association and the appropriate Associate Superintendent

Effective December 19, 2026, the Association President shall be compensated at the instructional support hourly rate for work performed on pre-approved collaborative projects and events during spring break, summer break, and winter break. Under no circumstances shall the following be compensated by the District via this provision: internal union activities, grievance representation, contract administration on behalf of the union, or other activities that primarily benefit the exclusive representative.

If the Association is granted funds from outside of the District to purchase additional reassigned time, the Association agrees to coordinate and consult with the District in advance of any assignment change.

## 7.10 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 meeting or exceeding existing federal, state, and county guidelines.

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 $3,000, two (2) cleanings per year, and an allowable orthodontic benefit for adults and children.

#### 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.

#### 11.1.5 Health Care and Benefits Committees

The District agrees to establish a Health Care Committee between CCFA and the District to examine and recommend health care benefits. The committee shall be comprised of up to three (3) members selected by the District and up to three (3) members selected by CCFA.

The District agrees to maintain a District Benefits Committee to examine and recommend dental and vision benefits. This committee is comprised

of up to nine (9) persons consisting of two (2) persons selected by CCFA, two (2) persons selected by CSEA, if they so choose, one (1) person selected by CDCFA, if they so choose, two (2) persons selected by confidential employees, if they so choose, and two (2) persons selected by the District.

## 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.

## 11.5 Part-Time Medical/Dental Benefits

Parties shall enter into an MOU titled Part-Time Faculty Medical Insurance Program on September 24, 2026, that will become effective on January 11, 2027. When this MOU takes effect on January 11, 2027, the medical/dental benefit program described below shall immediately go into full abeyance. Part-time faculty who incurred expenses eligible for reimbursement under the medical/dental benefit program on or before December 18, 2026, may submit applications for reimbursement thereof, subject to the 45-day deadline.

If and when the Part-Time Faculty Medical Insurance Program MOU expires/ends, the medical/dental benefit program described below will no longer be held in abeyance. If such expiration/ending occurs during the first half of a primary term, the District shall allocate $100,000 for the program for that term. If the expiration/ending occurs during the second half of a primary term, the District shall allocate $50,000 for that term.

Part-Time Medical/Dental Benefits Program:

Each academic year the District shall allocate $200,000 towards the medical/dental benefits program as outlined below. Half of the allocation is to be used for the fall term and half for the spring term (primary terms). When the allotment has been exhausted, medical/dental benefits reimbursement will no longer be funded. This reimbursement shall only apply to actual expenses paid to a provider for the employee, may include premiums and out-of-pocket costs for medical/dental care delivered by a licensed medical practitioner, and shall not include co-pays or elective or cosmetic treatments. The reimbursement will be issued on a first come-first served basis until funds are exhausted.

Part-time faculty are eligible to participate in the Medical/Dental Benefits Program if they:

a. Have a regularly scheduled assignment during each term of their participation; and

b. Have had a regularly scheduled assignment at the District for at least one (1) primary term~~s~~ (fall or spring) immediately prior to the first term of their participation; and

c. Did not retire from the District as a full-time employee.

If a part-time faculty member does not have a regularly scheduled assignment in a primary term (fall or spring), they will be deemed ineligible to participate until they again meet the criteria of (a), (b), and (c) above.

The District will reimburse the part-time faculty member up to $800 per term (fall and spring) for their actual expenses paid for medical/dental benefits with appropriate application and verification of insurance or out-of-pocket expense. The application must be submitted within 45 days of the cost being incurred. Reimbursements are issued on a first-come, first-served basis.

At the expiration of the 2026-29 collective bargaining agreement, this section will sunset and be evaluated during the next bargaining cycle.

## 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 (i.e. Weingarten Rights).

**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 their 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 their 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 affected by a violation of a specific provision(s) 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 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 to the Director of Human Resources prior to the expiration of the stipulated timeline.

Timelines begin on the day after the grievant becomes aware of the alleged occurrence of the act or the omission giving rise to the grievance.

**13.1.6** **District-Issued Email Account**. The District-issued email account is the email account assigned by the District to the individual faculty member. In the event that the faculty member no longer has access to a District-issued email account, all notices from the District will be sent to the email account supplied by the faculty member to the District.

### 13.2 Procedure

Prior to filing a formal level grievance, the grievant shall meet with the designated first-level manager or the person occasioning the grievance to make the alleged violation known and to attempt resolution. At any point during the grievance process the grievant and the District may continue efforts to reach resolution.

### 13.2.1 Formal Levels

At any point during the formal grievance process, 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 are suspended until either party withdraws the issue in writing from the Labor Management Committee or a mutually satisfactory agreement is reached. If either party withdraws, the applicable timeline is resumed, and the formal grievance process continues.

a) Level I

If resolution has not been reached, the first-level grievance must be filed within fifteen (15) days after the grievant becomes aware of the alleged occurrence of the act or the omission giving rise to the grievance. The grievant must present the grievance in writing on the District's grievance form, via the District issued email system, to the first-level manager or the person occasioning the grievance. If the grievant has asked for Association representation, the Association shall review the grievance and notify the grievant and the District whether it will act as a party to 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 via District-issued email a decision to the bargaining unit member within seven (7) 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 a representative.

b) Level II

If the grievant is not satisfied with the decision at Level I, the grievant may, within seven (7) days of District-issued email notification of this decision, 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 a decision to the grieving's District-issued email account within seven (7) days. If the Superintendent/President or designee does not respond within the time limits provided, the grievant may proceed to mediation or arbitration.

### 13.2.2 Notification to Association

At the Level I and Level II, the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution from the District, and the Association has been given the opportunity to file a response. During the Association's response period, the timelines shall be suspended for a duration not to exceed thirty (30) service days. These timelines may be extended by mutual agreement.

## 13.3 Mediation

If the grievant is not satisfied with the decision at Level II, the grievant may, within seven (7) days of notification to the grievant's District-issued email account of this decision, submit a request in writing to the Association requesting mediation of the dispute. Within fifteen (15) days 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, then within five (5) days 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 seven (7) 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 notification 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, then within five (5) days the District shall request from a mutually agreed

upon agency 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 their 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.

## 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 they 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:

- spouse/significant other/domestic partner (as defined in the California Codes Family Code, Section 297)
- parent (including biological, foster, step-parent, or legal guardian) of the employee or of the
- spouse/significant other/domestic partner
- child (including biological, foster, adopted, step, legal ward, in-law, or a child of a person standing in loco parentis) of the employee or of the spouse/significant other/domestic partner
- grandparent of the employee or of the spouse/significant other/domestic partner

- grandchild of the employee or of the spouse/significant other/domestic partner
- sister of the employee or of the spouse/significant other/domestic partner
- brother of the employee or of the spouse/significant other/domestic partner
- aunt of the employee or of the spouse/significant other/domestic partner
- nephew or niece of the employee or of the spouse/significant other/domestic partner
- uncle of the employee or of the spouse/significant other/domestic partner
- cousin of the employee or of the spouse/significant other/domestic partner
- any relative living in the immediate household of the employee
- "designated person" is any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time that the employee requests the leave. The District shall limit an employee to one designated person per 12-month period for family care and medical or bereavement leave.

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 faculty member is entitled to one (1) day sick leave for each month of paid service including sabbatical leave. If the faculty 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 shall be used in accordance to the following provisions:

a) Sick leave may not be used prior to the effective date of employment.

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

c) Sick leave benefits shall be canceled with the District when a faculty 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.

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

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

f) For full-time faculty 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

g) Each faculty member shall be entitled to leave consistent with Education Code Section 87780.1 to care for one's child after the birth of the child of the employee or the placement of a child with the employee in connection with adoption or foster care. Such leave requires prior notification to the first-level manager and must be used during the 12 months after the birth or placement of a child with the parent through adoption or foster care.

**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 non-instructional service provided per term. 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 Leave

**14.3.1** Bargaining unit members are entitled to a maximum of three (3) consecutive calendar days of parental leave without loss of salary or deduction from accumulated sick leave immediately upon the birth or arrival of a new child, whether biological, adoptive, or foster. Such leave shall commence on the day of the birth/arrival of a new child. Verification of pending arrival/birth or birth/arrival of a child is required prior to the commencement of such leave.

**14.3.2** 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.

**14.3.3** 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.

**14.3.4** The District and Association intend to adopt contract language providing up to 14 weeks of paid pregnancy disability leave to all eligible employees, pursuant to Senate Bill 135. The specific provisions of that leave shall be negotiated and enshrined via MOU such that they take effect no later than January 1, 2027.

## 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 they return to duty, or until personal illness credits have been used up, whichever is sooner.

**14.4.4** During any period that 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:

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.

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 their position, they may be placed on unpaid leave of absence, at which time they shall be granted paid health insurance benefits in the same manner as though they were an active regular bargaining unit member of the District.

## 14.5 Personal Necessity

**14.5.1** Each faculty member may use up to six (6) days of accumulated sick leave per year as personal necessity in accordance with the provisions below:

a) 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. Examples of personal necessity include but are not limited to: accident involving the bargaining unit member or property, certain types of medical and dental services, or other compelling personal reasons. Absences for social or recreational activities, departing early or returning late for duty, are not defined as personal necessity.

b) Each faculty member may use up to six (6) days of accumulated sick leave per year to attend to an illness of a child, parent, spouse, registered domestic partner, parent-in-law, grandparent, grandchild, or sibling. In the event the faculty member has used personal necessity during the year for purposes other than attending to the illness of an immediate family member, this entitlement shall still apply.

### 14.5.2 Personal Business

Each academic year, full-time faculty members shall be entitled to use two (2) days of personal necessity leave for the purpose of conducting personal business. Part-time faculty members 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, instructional faculty members will be present during the first instructional week of the sessions for which they are assigned (full-term, fast track, 14-week, etc.). 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 five (5) days, including any necessary travel, 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 appropriate executive administrator.

## 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. Faculty who are granted sabbatical leaves will not engage in their regular contract duties. If the CCFA President, Vice President, Treasurer, and/or Grievance Officers retain those role(s) while on sabbatical leave, they remain eligible to receive hourly compensation as outlined in Section 7.9. Any requests for services or supplies need to be preapproved by the appropriate executive administrator.

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 Academic Senate by November 1. Academic 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 Academic Senate recommendation, the Chief Instructional Officer, through the Superintendent/President, shall make a recommendation based on academic and professional criteria as agreed upon by Academic 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). Upon mutual agreement the sabbatical requested time may be modified to meet the available FTEF maximum.

**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-term 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 Academic 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 Academic 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 are eligible for a reduced workload assignment as outlined in Section 14.14.1.

**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, Sections 87483 and 22713.

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 credited service in the Defined Benefit Program (California Education Code Section 22713(a)(2)).

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 their 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 their 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

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 Associate Superintendent.
- 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 Associate Superintendent. 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 Associate Superintendent 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 Associate Superintendent shall be final.

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 Associate Superintendent, 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 emergency[1] 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 Associate Superintendent. Prior to the transfer, the meeting shall be scheduled and held with the first-level manager and the appropriate Associate Superintendent to reconsider the decision.

The subsequent decision of the first-level manager and Associate Superintendent 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 they 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, in terms of the first and last service days , 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, Academic Senate, and the District. The function of this committee is to recommend the academic calendar.

The Academic Calendar Committee will submit its recommendation to the District and the Association; each party shall then have no more than ten (10) service days to review and respond with any recommended changes. If neither the District nor the Association responds within the ten (10) service-day period, the Committee's recommendation shall be deemed approved and forwarded to the Superintendent/President. The Superintendent/President shall then either approve and recommend the academic calendar to the Governing Board or send it back to the Calendar Committee with recommendation(s).

If the District, the Association, or both submit written recommendations within the ten (10) day review period, the Academic Calendar Committee shall review those recommendations and adopt, modify, and/or reject the recommendations within five (5) service days of the end of the review period. This final Committee recommendation shall be forwarded to the Superintendent/President. The Superintendent/President shall then either approve and recommend the Academic Calendar to the Governing Board or send it back to the Calendar Committee with recommendation(s).

The composition of the committee shall be as follows: two (2) representatives from the Association; two (2) representatives from the Academic 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/term), is an exclusive right of the District.

Should the District determine to compress the Academic Calendar, CCFA and the District agree to bargain the effects on the terms and conditions of employment.

**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 and external regulations, 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.

### 17.3.3 Instructional Specialists

The District will offer one (1) full-time instructional specialist from each instructional Success Center (excluding the Faculty Success Center and the Digital Equity and Innovation Center) and one (1) full-time instructional specialist from Supplemental Instruction 20 additional days at the per diem rate to perform professional service beyond the 176 contract service days for a total of 196 service days ("professional service" is outlined in 18.2.3). The scheduling of the additional 20 days for each instructional specialist will be determined annually by mutual agreement.

In the event that the District offers the Faculty Success Center Facilitator and/or the Digital Equity and Innovation Instructional Specialist a professional service assignment beyond the 176 contract service days, the District will compensate up to 20 days at the per diem rate ("professional service" is outlined in 18.2.3). The scheduling of the additional days for the instructional specialist will be determined annually by mutual agreement.

## 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 5, Article 2, §55720 et seq.

A Flex Calendar shall be developed by the calendar committee (Section 17.1) within the parameters of title 5, 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) Full-time faculty may use a maximum of three (3) of the five (5) Flex days per year as Individualized Professional Development. Individualized Professional Development activities may be pursued during the fiscal year (July 1 and June 20) and must align with the Professional Development Strands found in the Flex booklet designed by the Professional Development Committee. The activities may not be performed during an individual faculty member's primary contractual responsibilities and hours (performance of teaching, counseling, library services, student success center services, office and desk hours, committee work, and scheduled professional responsibilities as identified in Section 18.2.3).

   The remaining two (2) Flex days will be designated in the District's academic calendar and will require attendance in District-wide Flex activities (e.g. ACC/area meetings, Faculty Lecturer of the Year, and workshops). Faculty are required to submit verification of this participation within ten (10) calendar days through the District platform.

   Full-time faculty are required to submit verification of all remaining required Flex activity through the District platform on or before June 20. Failure to do so within the designated timelines will result in an absence.

e) Credit part-time instructional faculty teaching sections that convene in-person on a scheduled Flex day will be expected to participate in scheduled Flex activities and/or Individualized Professional Development activities during the same primary term in which they are employed. They must report at least the number of hours equivalent to the number of hours they would have taught on those flex days. Credit part-time instructional faculty are required to submit verification of Flex activity through the District platform by the final grade submission deadline within the primary term that they are employed.

   Compensation for part-time faculty with a fulfilled Flex obligation is incorporated into their per-course pay.

f) Credit part-time instructional faculty not scheduled to teach on a Flex day may participate in Flex activities on a voluntary basis.

g) Part-time faculty who teach exclusively non-credit courses or have only instructional support assignments do not have a Flex obligation but may participate in Flex activities on a voluntary basis.

h) 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.

i) 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 either complete the Flex obligation or to submit a timely absence form shall result in a pro rata payroll deduction.

In the event there is a dispute regarding the alignment of the Individualized Professional Development activity to the Professional Development Strands, the final determination will be made by the appropriate executive administrator. Due to special circumstances, a time extension may be granted for the submission of Professional Development verification by the appropriate executive administrator or designee.

## 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 employed full-time at another district or educational institution. 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

All contract/regular faculty are full-time employees and shall provide a full professional service week that includes both base load duties and additional professional service. All contract/regular faculty prepare for and perform duties relevant to their assignment. Every service day is a workday and the District has the right to schedule mandatory meetings and other professional activities on all such days, including those that fall on Fridays. Absences not covered under a leave provision of this Agreement will be at the expense of the individual faculty member as per 14.12.6.

Faculty with a non-assigned weekday as per 18.10.5 shall not be required to attend mandatory meetings on that non-assigned day, with the exception of Convocation, ACC/area meetings, and Commencement when it is scheduled on a service day.

**18.2.1** 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.

**18.2.2 Full-Time Faculty Base Load**

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

b) Instructional faculty: The full-time instructional base load shall be fifteen (15) equated hours per week (100.00 FTEF annually).

c) Counselors: The full-time counselor base load shall be thirty-two (32) hours per week (100.00 FTEF annually) or .46875 (=15/32) equated load factor and 196 service days.

d) Librarians: The full-time librarian base load shall be thirty-two (32) hours per week (100.00 FTEF annually) or .46875 (=15/32) equated load factor and 176 service days.

e) Instructional Specialists: The full-time instructional specialist base load shall be thirty-two (32) hours per week (100.00 FTEF annually) or .46875 (=15/32) equated load factor and 176 service days.

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

### 18.2.3 Professional Service Outside of Base Load: Full-Time Faculty

a) Professional service expectations (as appropriate to the assignment):

- Maintain and submit student records;
- Participate in the student learning outcomes process;
- Conduct office hours, including student advising activities;
- Participate in faculty evaluation training;
- Conduct faculty evaluations (maximum of four (4) part-time faculty evaluations per academic year);
- Participate in required District, school, or area meetings;
- Maintain subject matter competency;
- Maintain minimum competency in technology, equity, and accessibility standards;
- Share syllabi with the first-level manager;
- Communicate, within the first week, with students who are absent or have not logged in on the first day that the class convenes and urge them to attend/log-in and participate in class;
- Include a syllabus statement encouraging students to speak to the instructor before dropping the class;
- Publish, by 8:00 a.m. on the first day that the class convenes, and maintain a course shell in the District learning management system for all assigned classes that includes an electronic copy of the syllabus, an up-to-date gradebook, and information about how office hours (if applicable) will be conducted and times of availability. For this purpose, District-sponsored certification for Distance Education instruction is not required for in-person classes (non-distance education), though it is recommended;
- Guide instructional aides, apprentices, and tutors.

b) Other professional service activities available to fulfill a full professional service week include, but are not limited to participation in the following:

- Faculty evaluation;
- Program and curriculum development;
- Student orientation and mentoring;
- Program review and planning;
- Accreditation;
- Professional development;
- District promotional activities;
- Participation in District, school, or area committees and meetings as a CCFA appointee;
- Educational enrichment activities; and
- Discretionary District committees and meetings (e.g. hiring committees, advisory committees, governance committees, workgroups, task forces).

c) If Commencement falls on a service day, attendance for the entirety of the annual graduation exercises is the sole contractual service day obligation of all regular/contract faculty members (instructional and instructional support faculty).

### 18.2.4 Professional Service: Part-Time Faculty

Part-time faculty professional responsibilities shall be limited to the following, as applicable to the faculty member's assigned course section(s), counseling assignment(s), library assignment(s), and/or instructional specialist assignment(s):

a) All part-time faculty members shall:

1) Provide instruction, counseling, library, or instructional support services consistent with the approved course outline, counseling function, library service role, or assigned duties.
2) Perform lab set-up and tear-down, as applicable to the assignment.
3) Evaluate student work or student progress, and provide feedback where applicable, consistent with the nature of the assignment (e.g., grading for instructional faculty; guidance, referrals, or feedback for counseling, library, or instructional support assignments).

4) Maintain and submit required instructional or service records and documents, including syllabi, student records, attendance, referrals, reports, or final grades, as applicable to the assignment.

5) Manage and respond, as appropriate, to the District-assigned email account for communications directly related to assigned duties.

6) Maintain standards of regular and substantive interaction in distance education assignments, as described in Article 19.

7) Address progress toward, and/or proficiency in, diversity, equity, inclusion, and accessibility (DEIA) within their self-evaluation.

b) Part-time faculty members with instructional assignments shall:

1) Prepare for assigned instruction.

2) Maintain course shells in the District-approved learning management system for all assigned sections that include an electronic copy of the syllabus, an up-to-date gradebook, and information about how and when office hours (if applicable) will be conducted.

3) Include syllabus statements encouraging students to contact the instructor before dropping the class;

4) Publish course shells by 8:00 a.m. on the first day of the session; keep an up-to-date gradebook.

5) Communicate, within the first week, with students who are absent or have not logged in on the first day that the class convenes, urging them to attend/log-in and participate in class;

6) Fulfill Flex obligations as applicable, consistent with the District academic calendar and this agreement.

c) Part-time instructional support faculty members (counselors, librarians, and instructional specialists) shall:

1) Provide reasonable student advising or assistance related to the assigned course(s), counseling function(s), library service(s), or instructional support service(s).

2) Use District-approved technology and tools effectively, as applicable to the assignment modality (in-person, online, or hybrid).

3) Follow applicable District protocols and procedures directly related to the assigned duties, including scheduling, appointment processes, and service delivery procedures, as applicable.

4) Make appropriate referrals to student support resources or programs, where such referrals are inherent to the counseling, library, or instructional support assignment.

Part-time faculty may consult the applicable faculty observation and self-evaluation forms that are part of the evaluation process for additional detail regarding how these professional responsibilities are typically demonstrated in practice. Such forms are intended to elaborate on, and shall be interpreted consistent with the responsibilities enumerated in this section and shall not be used to expand, modify, or create additional professional responsibilities beyond those expressly stated herein.

## 18.3 Load and Load Factors

### 18.3.1 Teaching faculty load factors shall be as follows:

a) Unless otherwise noted in this section, all lectures (as designated by the Course Outlines of Record) shall be equated at 1.0.

b) Music and Theatre courses that include staged group public performances with production value shall be equated at 1.0.

The following Music studio courses shall be equated at 0.9:

Piano for Music Major I
Piano for Music Majors II
Piano for Music Majors III
Beginning Guitar
Intermediate Guitar

c) 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.

d) Instructors in work experience courses must comply with all provisions of the California Education Code and Title 5 pertaining to Cooperative Work Experience Education.

e) The load variable for individual 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.

When instruction in these areas is delivered in a group setting during regularly schedule class meetings or distance education deliveries, load is calculated at the lecture rate using the contact hours.

f) Effective Spring 2027, all non-credit labs and/or open entry/open exit labs (as designated by the Course Outlines of Record) shall be equated at .60.

g) 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.

h) Effective Spring 2027, all kinesiology, nutrition, and athletics labs (as designated by the Course Outlines of Record) shall be equated at .90.

i) Labs in the following areas shall be equated to 1.0: Anthropology, Astronomy, Biology, Chemistry, Drafting, Earth Science, Engineering, Engineering Technology, Geography, Geology, Physical Science, Physics, and Psych-80.

j) The following Nursing lab courses shall be equated at 1.0:

Nursing Process 1 (effective spring 2027)
Nursing Process 2
Nursing Process 3 (effective spring 2027)
Nursing Process 4

k) Other laboratories (as designated by the Course Outlines of Record) shall be equated at .90 except those identified in 18.3.1(f), (g), (i), and (j).

### 18.3.2 Large Sections

Applicable to sections with a start date after the ratification date of this agreement:

With the agreement of the instructor(s), the first-level manager(s), and the Chief Instructional Officer, large sections may be assigned with one of the following augmented load factors or, if applicable, with a stipend:

| Course Capacity Increase Requirements | Stipend | Load Associated |
|---|---|---|
| Adding 20% beyond the course capacity to a section w/fewer than 40 students at census; OR | $500 | None |
| Adding 20% beyond the course capacity to a section with 40-49 students at census; OR | $1,000 | None |
| Adding 20% beyond the course capacity to a section with 50-59 students at census; OR | $1,500 | None |

| Course Capacity Increase Requirements | Stipend | Load Associated |
|---|---|---|
| 60-89 section enrollment at census; OR | None | 1.5 |
| 90+ section enrollment at census | None | 2.0 |

1) The first-level manager will consider the minimum enrollment of other comparable sections before making a decision to increase above course capacity.

2) Load factors for first-level manager-approved 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. If large section load factors are applicable, then additional compensation will be applied as per the tables above using the appropriate load factor and the prevailing hourly rate.

3) For this purpose 'census' refers to the District census date, rather than the date by which census information is due from the faculty.

In no case will an instructor receive a stipend and an augmented load factor or a combination of augmented load factors for any individual section.

### 18.3.3 Office Hours

a) The District and CCFA agree that "office hours" are a time for faculty to provide service to students by promoting their success in classes, supporting them through career and transfer advising, encouraging their learning, and engaging in other campus-related business.

b) Office hours shall be scheduled to meet student needs.

c) Office hours shall be scheduled for a minimum of 30 minutes per session.

d) 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.

e) Faculty will conduct their office hours in modalities consistent with the teaching assignment, except by mutual agreement with their first level manager.

In-person office hours sessions shall be held in District facilities.

Online office hours shall be held via a District-supported video-conference tool (e.g. Canvas, Zoom). Faculty will provide students and, upon request, their first-level manager's office the days, times, and links for their office hours, at which time they will be available on camera for students. Faculty who require a webcam or microphone in order to video-conference can request one from their first-level manager.

#### 18.3.3.1 Contract/Regular Faculty

a) Each contract/regular instructional faculty member shall schedule, include in the syllabus, post on Canvas, 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.

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.

#### 18.3.3.2 Part-Time Temporary Faculty

Subject to the funding limitations set forth herein, the District shall maintain an annual Part-Time Temporary Faculty Office Hour Fund of $250,000 per semester for eligible part-time temporary faculty members to be used solely during the fall and spring (primary) terms of the academic year. Unused funds shall not be applied to the subsequent term.

The following conditions shall apply:

a) Part-time temporary faculty members with a teaching assignment during a primary term shall be eligible for a maximum of 8 office hours per term for each teaching assignment. Sections taught at California Institution for Men (CIM) or California Institution for Women (CIW) are excluded from eligibility. The actual number of office hours allocated for each teaching assignment is determined by dividing the total number of funded hours per term by the total number of eligible assignments in the application pool.

b) Eligibility will be determined by the District during the first week of the term.

c) Participation by eligible part-time faculty members is voluntary.

d) Interested part-time faculty members shall submit a District-supplied application by the deadline, during the first week of each primary term. Information about the application will be sent via District email to all part-time faculty members with a teaching assignment at the time the information is distributed, regardless of start date(s) and term length(s).

   If not all funds have been allocated after the first round of scheduling, a second application will be distributed during the seventh week of each primary term to all part-time faculty members with a late-start teaching assignment to Fast Track II or short-term sections, commencing in or after the eighth week of instruction, that were unbuilt or unstaffed on the date that the first application closed.

e) Office hours shall be paid at the rate of $40 per hour as provided in Section 21.2.3(d).

f) Contract/regular faculty members shall not be eligible to participate.

g) The scheduled times and locations for office hours shall be recommended by the part-time faculty member subject to approval by the first-level manager.

Office hours may only be scheduled during weeks in which the instructor's classes are in session.

h) Office hours are prorated when assignment is team-taught.

i) Cross-listed and stacked sections count as one assignment.

Whenever possible, notification of authorization to conduct paid office hours shall be issued during the second week of the term.

In the event that the Chancellor's office reimbursement rate drops below 90%, or the funded reimbursement rate drops below 90%, the amount allotted for the Part-Time Temporary Faculty Office Hour Fund will be reduced proportionately in the subsequent term, but will not be reduced to below $50,000 per term.

### 18.3.4 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 term 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

a) The appropriate Associate Superintendent 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 Associate Superintendent 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 required annual contract service days for any faculty member 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.

b) 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.

## 18.5 Special Assignment

### 18.5.1 Program Directors

a) Directors, assistant directors, and clinical coordinators (hereinafter referred to as "directors" unless otherwise noted) will perform all tasks/activities required of Educational Service Coordinators in addition to those duties required to direct the programs. The District will determine the need for Educational Services Coordinators in programs that do not have external regulatory requirements for directors.

   The CCFA President and Grievance Officers shall not be eligible to serve as Program Directors.

Faculty directors will be compensated in the form of reassigned time, not stipends, and they may not work extra service/overload. Exceptions to the overload limitation, if any, must be pre-approved by the chief instructional officer.

Directors will be chosen from the pool of applicants by the first-level manager for the purpose of assisting the first-level manager as described in Section 18.5.4(f), and fulfilling the responsibilities of the licensing and/or accrediting agencies where applicable.

CNA/Phlebotomy Director
30% Reassigned time

Dental Assisting Director
40% Reassigned time

LVN Program

75% Reassigned time for Director and Assistant Director combined. Division of reassigned time to be 50% Director/25% Assistant Director unless determined differently by mutual agreement among the first-level manager, current Director and current Assistant Director.

ADN Program

100% Reassigned time for director and assistant director combined. Division of reassigned time to be 80% director/20% assistant director unless determined differently by mutual agreement among the first-level manager, current director and current assistant director.

Physical Therapy Assistant (PTA) Program

50% reassigned time for Director and 50% reassigned time for the Clinical Coordinator.

Effective Fall 2027 - 50% reassigned time for Director and 30% reassigned time for the Clinical Coordinator.

Emergency Medical Services (EMS) Program

30% reassigned time for the Director.

Radiologic Technology (RT) Program

75% Reassigned time for Director and Clinical Coordinator combined. Division of reassigned time to be 45% Director and 30% Clinical Coordinator unless determined differently by mutual agreement among the first-level manager, current Director and current Clinical Coordinator.

The faculty member serving as the program Radiation Safety Officer (either the RT Director or Clinical Coordinator) is

responsible for maintaining, updating, repairing, monitoring, and certifying program equipment. The Radiation Safety Officer shall receive the Facilities and Equipment Responsibilities Stipend as per Section 18.5.4(k).

b) In the event the District requires a faculty director to work beyond the 176 contract days, up to 20 days will be paid at the per diem rate. The additional days will be determined annually with mutual agreement between the faculty director and first-level manager and approved by the chief instructional officer.

c) In the year a program is preparing and applying for its initial accreditation, an additional 50% reassigned time will be added to the program for a period not to exceed twelve (12) months. The first-level manager, in consultation with the applicable program director(s), will assign the additional 50%.

d) In the year a continuing accreditation report is required, an additional reassigned time of 20% will be added to the program for a total of two (2) semesters. The first-level manager, in consultation with the applicable program director(s), will assign the additional 20%.

e) Directors shall be evaluated in the second semester of the first year of each five (5)-year cycle. If a director is not evaluated in their first year, they will be evaluated in their second year. At the first-level manager's discretion, the director may be evaluated again in the third year of the five-year cycle. The evaluation shall address the duties and responsibilities as set forth in the position description. The directors shall be evaluated by committee using the process identified below:

   To the extent possible, the composition of the Directors' Evaluation Committee shall be three (3) faculty members (full and/or part-time) from the directed area(s) and the first-level manager.

   1) The evaluatee shall name one (1) faculty member;
   2) The first-level manager shall name one (1) faculty member;
   3) The directed area(s) shall recruit and select a third faculty member; if this cannot be accomplished by the date determined by the Dean, the first two faculty members shall select the third faculty member;
   4) The first-level manager.

   The evaluation components of the directors shall include a written self-evaluation; a peer evaluation; a written evaluation by the appropriate first-level manager. All of this documentation will be used to create a summary evaluation report for the committee to review,

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 directed 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 directed area(s). The first-level manager will give two (2) weeks notification of the deadline for such responses to the faculty in the directed area(s). The standard District evaluation forms shall be used. The first-level manager will conduct the survey, aggregate all responses, and share them with the directors. The identity of any evaluator shall not be shared by the first-level manager with the evaluatee. The aggregated list of responses will be made available by the first-level manager for review upon request of the staff and faculty in the directed program(s) or department(s) for a period of two (2) weeks following the evaluation.

f) For programs requiring directors that have three (3) or more qualified full-time faculty, any director or assistant director position will be re-advertised when a single person has been actively serving for five consecutive years. The existing Director will be eligible to apply, but will not be eligible to serve again as a director for the five (5) years following their latest service unless that person is the only qualified applicant for a re-advertised position or the first-level manager and the chief instructional officer have compelling reasons not to choose other qualified candidates. If the existing Director is re-selected, they will begin a new five-year cycle not to exceed five (5) annual appointments. Applicants who are deemed unqualified must be provided with a written explanation of the reason(s).

g) For programs in which the 5$^{th}$ year of a director's term of service coincides with the academic year prior to an accreditation or any part of an accreditation, their directorship may be extended by mutual consent through the end of the academic year in which the accreditation is concluded.

h) 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 any director. The advisory group shall consist of either three faculty from the program, three other program directors, or a combination of both groups. When possible, the advisory group will consist of one faculty member from the program chosen by the first-level manager; one faculty member from the program chosen by the other faculty members; and one faculty member chosen by the above two faculty. If there are not sufficient faculty in the program to

form a three-member advisory group, directors from other programs will be chosen when no more program faculty are available.

The advisory group shall work with the first-level manager to develop interview questions, participate in the interview(s), and provide analysis to the first-level manager regarding specific strengths and weaknesses of the interviewed candidates.

### 18.5.2 Faculty Advisors

**Student Newspaper Advisor**

The student newspaper advisor 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.

**Student Government Advisor**

The student government advisor shall be compensated, at the District's discretion, with three (3) equated hours reassigned or five and one-half (5.5) hours per week at the current instructional support hourly rate.

### 18.5.3 Academic Senate and Curriculum Chairperson

The Academic Senate Officers shall receive 90% reassigned time per academic year. These hours shall be distributed among the following officers: President, Vice President, and Secretary. The Senate shall inform the District of the officers and their commensurate reassignment by April 30 of the preceding academic year. The Curriculum Chair shall receive 50% reassigned time during their tenure in the position. The Academic Senate President and the Curriculum Chair will receive one additional month's pay to compensate for a month's service (20 days) beyond the specified contracted service days.

### 18.5.4 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 18.5.4(f).

c) The District retains the right to employ the term "coordinator" for other staff assignments.

d) Appointments to educational services coordinator and director positions are temporary, additional assignments which are performed with the mutual agreement of the District and the faculty member. Renewals are subject to annual approval of the Governing Board.

e) Faculty on sabbatical leaves shall not retain coordinator or director assignments. CCFA President and Grievance Officers shall not be eligible to serve as Educational Services Coordinators.

f) The coordinator/director duties shall be performed outside of their regular assignment including office hours. To provide assistance to the first-level manager in carrying out their duties and responsibilities, the position of educational services coordinator/director shall be established in accordance with the specific duties set forth below:

**Scheduling**

- Consult full-time discipline faculty on scheduling assignments
- Consult full-time discipline faculty on part-time faculty assignments
- Develop effective and timely course, section, and faculty schedules and/or substitutes
- Develop effective and timely schedules as appropriate for non-faculty employees and interns

**Part-time Faculty Support**

- Maintain adequate part-time faculty pools
- Arrange appropriate part-time faculty selection committees
- Provide or coordinate part-time faculty orientation
- Facilitate timely evaluation of part-time faculty

**Communication and Relationships**

- Convene meetings with full-time and part-time faculty as necessary
- Maintain effective relationships with full-time and part-time faculty
- Maintain effective relationships with students, staff, and FLM

- Promote effective collaboration and timely communication with full-time and part-time faculty, staff, and FLM
- Interact with all members of the community in a professional and cooperative manner

**Program Support**

- Attend Coordinator Council meetings and other convenings as required
- Assist in processing student concerns
- Report and liaise 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)
- Participate in grant writing, implementation and reporting
- Ensure the maintenance of articulation with appropriate institutions
- Assist in student placement, auditions, interviews, etc.
- Perform responsibilities that are particular to the program
- Coordinate with departments to establish and share budgeting priorities
- Coordinate program review and other program development planning including departmental policies, procedures, and student learning outcomes
- Coordinate curriculum development
- Coordinate operations at multiple sites
- Participate in interdepartmental service to campus departments and programs
- Process safety issues

**Facilities/Equipment**

- In programs where such requirements for external entities significantly exceed those which are expected of a coordinator/director, FOSA compensation for affected faculty may be warranted

In fulfilling these responsibilities, the coordinator/director 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 coordinator/director 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.

g) The minimum qualifications for each position shall include the following:

1) Satisfactory rating of the last two faculty evaluations;
2) Demonstrated sensitivity to and understanding of the diverse population the District serves;
3) Demonstrated ability to communicate effectively verbally and in writing;
4) 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;
5) Demonstrated knowledge of and ability to advance college-wide initiatives applicable to the coordinated area.

Desirable qualifications may include, but not be limited to, program-specific experience.

h) 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 a confidential selection process 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.

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.

i) If fewer than three (3) contract/regular faculty members from the coordinated area(s) apply for a coordinator position, the first-level manager may choose to extend the application period until there are at least three (3) applicants. If there are still fewer than three (3) contract/regular faculty applicants from the coordinated area(s) then selection may be made from another area. 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 or a temporary, part-time faculty member who meets the minimum qualifications for an educational services coordinator.

j) Each coordinator position will be re-advertised when a single person has been actively serving for five consecutive years. The existing coordinator will be eligible to apply, but will not be eligible to serve again as a coordinator for the five (5) years following their latest service unless that person is the only qualified applicant for a re-advertised position. If the existing coordinator is re-selected, they will begin a new cycle not to exceed five (5) annual appointments. Applicants who are deemed unqualified must be provided with a written explanation of the reason(s). These same conditions apply when multiple people share a single coordinator position over a five (5) year cycle.

k) Educational Services Coordinator Compensation

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

*See table on next page*

| | Instructional [1] Coordinators | Annual Compensation | Instructional Support Coordinators |
|---|---|---|---|
| **Step Level** | Specific Duties (as identified in 18.5.4(f)) + Annual Faculty Headcount [2] | | Specific Duties (as identified in 18.5.4(f)) + Fiscal Year Operational Budget [3] |
| 1 | 0-15 | $14,000 | $0-$200,000 |
| 2 | 16-30 | $16,000 | $200,001-$400,000 |
| 3 | 31-45 | $18,000 | $400,001-$600,000 |
| 4 | 46-60 | $21,000 | $600,001-$800,000 |
| 5 | 61-75 | $24,000 | $800,001-$1,000,000 |
| 6 | 76-90 | $27,000 | $1,000,001-$1,200,000 |
| 7 | 91-135 | $29,000 | $1,200,001-$1,800,000 |
| 8 | 136+ | $32,000 | $1,800,001+ |
| **Additional Compensation** | | | |
| | Facilities/Equipment Responsibilities | $2,000 | |
| | Longevity | See below | |

[1] Non-credit and credit courses, as listed in the Schedule of Classes

[2] Full-time and part-time faculty headcount, as determined by the Office of Instruction, shall be calculated on the prior fiscal year total headcount. This calculation is based on the combined total headcount as represented at the time of the final census.

[3] Operational budget shall be based on the prior year adopted budget.

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

Longevity: After completing four (4) semesters as an educational services coordinator, longevity compensation in the amount of $300 shall be paid and every year of coordinator service thereafter increased an additional $100 annually not to exceed $500 annually.

Coordinators whose longevity stipends currently exceed this amount will retain their current longevity compensation; however, they shall not receive any additional increases. When a break in service as a coordinator exceeds five (5) consecutive years, longevity is lost.

Effective Spring 2027, a coordinator may elect to convert a portion of the coordinator compensation to reassigned time, not to exceed 40.00 FTEF at a cost of $1,750 per equated hour. In programs for which reassigned time is mandated, the coordinator shall elect not less than the mandated reassigned time, and the coordinator compensation 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 coordinator compensation, 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.

l) Evaluation of Educational Services Coordinators:

The educational services coordinator shall be evaluated in the second semester of the first year of each five (5)-year cycle. If an educational services coordinator is not evaluated in their first year, they will be evaluated in their second year. At the first-level manager's discretion, the coordinator may be evaluated again in the third year of the five-year cycle. The evaluation shall address the duties and responsibilities as set forth in the position description. The coordinator shall be evaluated by committee using the process identified below:

To the extent possible, the composition of the ESC Evaluation Committee shall be three (3) faculty members (full and/or part-time) from the coordinated area(s) and the first-level manager.

1) The evaluatee shall name one (1) faculty member;
2) The first-level manager shall name one (1) faculty member;
3) The coordinated area(s) shall recruit and select a third faculty member. If this cannot be accomplished by the date determined by the Dean, the first two faculty members shall select the third faculty member;
4) The first-level manager.

The evaluation components of the coordinator shall include a written self-evaluation; a peer evaluation; a written evaluation by the appropriate first-level manager. All of this documentation will be used to create a summary evaluation report for the committee to review,

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, aggregate all responses, and share them with the coordinator. The identity of any evaluator shall not be shared by the first-level manager with the evaluatee. The aggregated list of responses 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 two (2) weeks following the evaluation.

### 18.5.5 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 day of instruction, or the first scheduled meeting for in-person sections due to insufficient enrollment shall be paid the total per course compensation divided by 8 for each section canceled.

### 18.5.6 Small Department Grants

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. Therefore, a small department grant of $3,500 per academic year is provided and shall be given to the department and distributed at the discretion of the full-time member(s) of the department. To be eligible for this grant the department must submit the distribution decision in writing to the first-level manager by April 15$^{th}$ 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/directorship over the same program 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. Sabbatical recipients are ineligible to receive a small department grant in the same year/primary term that they are on sabbatical.

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 18.5.4(k).

By April 1 of the year being funded, recipients must submit on the Small Department Grant form a summary of the completed grant responsibilities performed within that academic year.

## 18.6 Work Schedules

### 18.6.1 Full-Time Counselors

**18.6.1.1** Counselors shall be assigned to work a full-time, full-service professional week as follows:

a) The full-time base load for counselors shall be 32 hours per week and 196 annual service days. During any week with one to four regular service days (i.e. weeks including a District-observed holiday, Convocation Day, an Institutional Flex Day, and/or Commencement Day), the base load work schedules for counselors shall be adjusted to an average of 6.4 hours per regular service day.

b) On Convocation Day, Institutional Flex Days, and Commencement Day (if a service day), counselors shall have the same obligations as faculty whose contractual base load is 15 equated hours per week.

c) Full-time counselors may use up to one (1) hour per day but not more than a maximum of five (5) hours of the 32 weekly hours for desk-time. The scheduling of desk-time hours is subject to the approval of the first-level manager

in order to meet the needs of the District. Desk-time hours for counselors are to be used in District facilities or sites and shall be utilized between appointments. The remaining portion of the 32 hours shall be used for scheduled counseling hours directly with students. Schedule changes must be pre-approved by the first-level manager or designee.

d) In addition to the weekly 32-hour base load responsibilities, as outlined in Section 18.2.2, counselors are expected to fulfill relevant professional responsibilities as outlined in Section 18.2.3.

e) If the District, as represented by the first-level manager or Associate Superintendent, requires activities beyond the normal professional activities outlined in Section 18.2.3, the faculty member will receive reassigned time.

f) On-campus shifts shorter than four (4) hours and/or all shifts longer than eight (8) hours will not be scheduled without mutual consent of the faculty member and first-level manager.

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

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

**18.6.1.4** Flexible 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, their 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 Flexible time.

**18.6.1.5** 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.

### 18.6.2 Full-Time Librarians and Instructional Specialists

**18.6.2.1** Librarians and instructional specialists shall be assigned to work a full-time, full-service professional week as follows:

a) The full-time base load for librarians and instructional specialists shall be 32 hours per week and 176 annual service days. During any week with one to four regular service days (i.e. weeks including a District-observed holiday, Convocation Day, an Institutional Flex Day, and/or Commencement Day), the base load work schedule for librarians and instructional specialists shall be adjusted to an average of 6.4 hours per day.

b) On Convocation Day, Institutional Flex Days, and Commencement Day (if a service day), librarians and instructional specialists shall have the same obligations as faculty whose contractual base load is 15 equated hours per week.

c) In addition to the weekly 32-hour base load responsibilities, as outlined in Section 18.2.2, librarians and instructional specialists are expected to fulfill relevant professional responsibilities as outlined in Section 18.2.3.

d) If the District, as represented by the first-level manager or Associate Superintendent, requires activities beyond the normal professional activities outlined in Section 18.2.3, the faculty member will receive reassigned time.

e) On-campus shifts shorter than four (4) hours and/or all shifts longer than eight (8) hours will not be scheduled without mutual consent of the faculty member and first-level manager.

f) Some instructional specialists may be offered additional days at the per diem rate as outlined in Section 17.3.3.

**18.6.2.2** If a librarian or instructional specialist is voluntarily scheduled for a Saturday and/or Sunday as part of their base load schedule, they will not be scheduled for an equivalent number of weekdays, as mutually agreed to in writing by the faculty member and the first-level manager.

### 18.6.3 Instructional Support: Base Load Scheduling

Beginning July 1, 2027, the following weekly, five-service day schedule options are the only permitted models for instructional support faculty. These faculty may choose any one of the following models and that choice is guaranteed to be approved by the FLM.

a) 32 hours of base load performed in person over four days with the fifth day reserved for professional service activities as outlined in 18.2.3. (Note that professional service activities may be performed on any day.)

b) 32 hours of base load performed in person over five days.

c) 32 hours of base load performed over five days, with at least 24 hours in person over four days and one remote day of up to eight hours.
   - If and when remote days fall on a District-observed holiday, Convocation Day, an Institutional Flex Day, and/or Commencement Day, that remote day will not be rescheduled to another day or banked.
   - If and when scheduled remote days fall on a service day in a week with fewer than five service days, faculty may still work up to a full 8-hour remote day.

Faculty members who voluntarily transition to one of the three schedules above on or before November 2, 2026, will receive a one-time $2,000 stipend.

Faculty members who voluntarily transition to one of the three schedules above on or before January 11, 2027, will receive a one-time $1,000 stipend.

Faculty members whose approved schedules' base load is already in alignment with one of the three schedules above will receive a one-time $2,000 stipend.

## 18.7 Temporary (Part-Time) and Overload Assignments

**18.7.1** In all cases, part-time faculty assignments shall be temporary in nature, consistent with the California Education Code. Temporary (part-time) faculty shall neither be scheduled nor work more than a .67 equated load per term (33.50 FTEF per term). The District has a self-imposed limit of .63 equated load per term (31.50 FTEF per term) for most assignments.

Due to special circumstances, exceptions may be granted by appropriate executive administrator.

Pursuant to education Code Section 87482.5(c)(1), compensation for the following shall not be calculated into a temporary (part-time) faculty member's load equation, nor shall it be used for purposes of calculating eligibility for contract or regular status: office hours, Rising Scholars clearance time, any professional development (trainer or trainee), presenting at District-hosted conferences, and Association service per Section 7.9.

**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 and shall not be used for purposes of calculating eligibility for contract or regular status.

**18.7.4** Full-time faculty, in accordance with Section 18.10.1, will recommend assignments to the first-level manager (FLM). After assignments have been determined for the full-time faculty base load, the remaining assignments will be offered to faculty as part-time or overload assignments using the Part-Time/Overload Priority Process (PTOPP) during the initial round of staffing. Full-time faculty are assigned overload consistent with the guidelines within this section.

**18.7.5** During each scheduling cycle for primary term assignments (fall and spring), the first-level manager will make every attempt to use the Part-Time Faculty and Overload Assignment Availability Form, which includes days/times available, classes interested in teaching, modality and campus location preference. The availability form is used to solicit faculty availability for part-time or overload assignments. The following time frame shall be used to solicit the scheduling availability of full-time and current part-time faculty, to offer part-time and overload assignments for the upcoming academic year, and/or to communicate the recommendation not to employ for any of these terms (if applicable):

*See table on next page*

| | FOR FALL TERM | FOR SPRING TERM |
|---|---|---|
| FLM solicits availability by: | First day of instruction of the prior spring term | |
| District sends reminder by: | Five business days before the due date | |
| Faculty submits availability by: | Ten business days following the first day of instruction of the spring term | |
| FLM makes offer or no offer in writing by: | April 15 | October 15 |
| Success Centers Only: FLM makes offer or no offer in writing by: | May 15 | November 15 |
| Faculty submits formal acceptance within: | 7 business days | 7 business days |
| District completes mid-cycle verification by: | June 15 | |

The District will send a reminder via email to all faculty on the District 'Faculty' and 'Adjunct' email distribution lists five business days before the date by which the faculty must submit the availability form (due date).

The District will complete a mid-cycle verification process to identify faculty who submitted an availability form after the due date, but before June 15. Mid-cycle submissions received by June 15 will be considered to have remediated the failure to submit the Availability Form by the January due date for the purpose of preferred re-reemployment consideration.

It is understood that subsequent requests, responses, assignments, and communications may be required during the scheduling process.

The coordinators may recommend appointments to the first-level manager and may communicate assignments and additional information, but the final recommendation for part-time and overload assignments is made by the first-level manager.

### 18.7.6 Part-Time/Overload Priority Process (PTOPP)

The Part-Time/Overload Priority Process (PTOPP) governs the initial round of staffing for all sections after all full-time faculty base load assignments have been staffed.

FLM shall consider both total number of assignments and total load/overload when engaging in PTOPP and the scheduling process.

**18.7.6.1** Part-Time/Overload Priority Process (PTOPP) is conducted in three (3) stages:

Stage 1

Faculty members with Preferred Re-Employment Consideration (PREC) shall be offered one (1) assignment, if an assignment exists in the schedule for which they are available and qualified. If there are insufficient assignments to provide all available and qualified PREC faculty with one (1) assignment, the assignments shall be allocated in the order of original hire date. If two or more such faculty share a hire date, a mutually agreed upon random prioritization process will be conducted by the District and Association.

After all available and qualified PREC faculty have been offered one (1) assignment, the first-level manager may elect to issue one assignment, if it exists in the schedule, to faculty with Non-Preferred Re-Employment Consideration (NPREC) provided they are available and qualified.

Stage 2

In Stage 2, faculty members with PREC shall be offered a second assignment, if an assignment exists in the schedule, provided it is within District load limits and an assignment exists in the schedule, for which they are available and qualified. If there are insufficient assignments to provide all available and qualified PREC faculty with an additional assignment, the assignments shall be allocated in the order of original hire date. If two or more such faculty share a hire date, a mutually agreed upon random prioritization process will be conducted by the District and Association.

After all available and qualified PREC faculty have been considered for a second assignment, the first-level manager may elect to issue a first or second assignment to NPREC faculty members, if an assignment exists in the schedule for which they are available and qualified, and the assignment is within load limits.

Stage 3

In Stage 3, faculty members with PREC shall be offered a third assignment, if an assignment exists in the schedule, provided it is within District load limits and an assignment exists in the schedule, for which they are available and qualified. If there are insufficient assignments to provide all available and qualified PREC faculty with an additional assignment, the

assignments shall be allocated in the order of original hire date. If two or more such faculty share a hire date, a mutually agreed upon random prioritization process will be conducted by the District and Association.

After all available and qualified PREC faculty have been considered for a third assignment, the first-level manager may elect to issue a first or second or third assignment to NPREC faculty members, if an assignment exists in the schedule for which they are available and qualified, and the assignment is within load limits.

**18.7.6.2** Management Right of Assignment

The Association recognizes the District's fundamental right of assignment consistent with Section 18.2.2. To that end, throughout the PTOPP, the first-level manager retains the right to offer a different section from that which the faculty member requested.

The first-level manager has the discretion to offer, at any stage, a section to a faculty member (preferred or non-preferred) who possesses relevant experience that meets the educational needs of the District.

Relevant experience may include, but is not limited to: specialized training; prior teaching of the course; professional and lived experiences that enhance student learning; modality- and location-specific experience; and preparation in emerging initiatives, techniques, and technologies.

**18.7.6.3** Documentation Requirement

To ensure that the consideration of relevant experience is balanced with PREC priorities, the first-level manager shall provide a written explanation to the appropriate Associate Superintendent and the CCFA President if a full-time NPREC faculty member receives more overload assignments than any available and qualified PREC faculty member or if a part-time NPREC faculty member receives more assignments than an available and qualified part-time PREC faculty member within the same subject area.

**18.7.6.4** Faculty working in two or more different subject areas will maintain distinct Preferred Re-Employment Consideration (PREC) in each area.

### 18.7.7 Preferred Re-Employment Criteria for Instructional Assignments

Faculty earn Preferred Re-Employment Consideration (PREC) for part-time and overload assignments when the following criteria have been met at the time of scheduling:

a) The faculty member has received a “Satisfactory” rating on the two most recent evaluations within the program area;

b) The faculty member is at Step 2 or higher on the Part-Time Compensation Schedule;

c) The faculty member has taught at least 18 units within the subject area ;

d) The faculty member complies with Chaffey College policies and procedures regarding submitting grades, positive attendance, and census reports in a timely manner, and managing and responding, as appropriate, to the District assigned email account;

e) The faculty member complies with Chaffey College policies and procedures regarding accommodations for students with disabilities, Code of Ethics, professional conduct, and health and safety;

f) The faculty member communicates, within the first week, with students who are absent or have not logged in on the first day that the class convenes and urge them to attend/log-in and participate in class;

g) The faculty member includes a statement in their syllabi encouraging students to communicate with the instructor before dropping a class;

h) The faculty member publishes, by 8:00am on the first day that the class convenes, and maintains a course shell in the District learning management system for all assigned classes that includes an electronic copy of the syllabus, an up-to-date gradebook, and information about when and how office hours (if applicable) will be conducted. For this purpose, District-sponsored certification for Distance Education instruction is not required for in-person classes (non-distance education), though it is recommended; and

i) The faculty member submits the completed Part-Time Faculty and Overload Assignment Availability Form to the FLM, or designee, by the established due date. Timely submission of the completed availability form is required to maintain eligibility for both Part-Time/Overload Priority Process (PTOPP) and assignment consideration during the applicable year. A mid-cycle verification process will take place in June to identify submissions that were received after the January due date. Mid-cycle submissions received by June 15 will be considered to have remediated the failure

to submit the Availability Form by the January due date (see 18.7.9). While late submissions and revisions will be accepted throughout the current academic year, they will not automatically restore PREC nor grant the same level of consideration afforded to timely submissions.

### 18.7.8 Preferred Re-Employment Criteria for Instructional Support Assignments

Faculty earn Preferred Re-Employment Consideration (PREC) for part-time and overload assignments when the following criteria have been met at the time of scheduling:

a) The faculty member has received a “Satisfactory” rating on both of the two most recent evaluations within the program area;

b) The faculty member is at Step 3 or higher on the Part-Time Compensation Schedule;

c) The faculty member has worked at least three (3) complete primary terms in the educational area/unit;

d) The faculty member complies with Chaffey College policies and procedures regarding programmatic responsibilities in a timely manner, and managing and responding, as appropriate, to the District assigned email account;

e) The faculty member complies with Chaffey College policies and procedures regarding accommodations for students with disabilities, code of ethics, conduct, and health and safety; and

f) The faculty member submits the completed Part-Time Faculty and Overload Assignment Availability Form to the FLM, or to the FLM’s designee, by the established due date. Timely submission of the completed availability form is required to maintain eligibility for both Part-Time/Overload Priority Process (PTOPP) and assignment consideration during the applicable year. While late submissions and revisions will be accepted throughout the current academic year, they will not automatically restore PREC nor grant the same level of consideration afforded to timely submissions.

### 18.7.9 Changes in Preferred Re-Employment Consideration

The District shall notify each faculty member and the Association President via District email whenever Preferred Re-Employment Consideration (PREC) is revoked. When PREC is revoked, the District shall state the specific reason(s) for the loss of PREC in the notification. A part-time faculty member’s PREC may be revoked for failing to satisfy the required criteria. Once revoked, PREC cannot be reinstated during the same term in which it was revoked. PREC shall be reinstated for the next scheduling cycle when the specific failure(s) has been remediated.

The District shall provide to the Association a list of all faculty members who have PREC annually, thirty (30) days after the first day of instruction of the spring term.

## 18.8 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 overload credit until base load (18.3.1) has been assigned.

**18.8.3** Unless load averaging has been applied, contract/regular full-time instructional support faculty may not serve beyond the regular full-time assignment for the purpose of 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, health services nursing, and instructional specialist assignments. Exceptions to this must be approved by the first-level manager.

**18.8.5** All 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 and Cancellations

**18.9.1** For all sessions, the minimum section enrollment for any section with a cap of thirty (30) or more shall be twenty (20) students and the minimum section enrollment shall be seventeen (17) students for all other sections.

**18.9.2**

a) More than fourteen (14) calendar days before the first day of instruction, or the first scheduled meeting for in-person sections, a first-level manager may cancel a section for any reason after consultation with the instructor(s) of record.

b) During the fourteen (14) calendar days proceeding the first day of instruction or first scheduled class meeting, sections falling below the

minimum enrollment shall be identified by the first-level manager. Such sections shall not be canceled due to low enrollment until the following process occurs.

1) The first-level manager or designee shall notify the instructor(s) of record by District email on a business day no later than the Thursday prior to the first day of instruction or first scheduled class meeting. The purpose of the email shall be to consult regarding the proposed cancellation.

2) If the instructor(s) of record responds by the next business day, the first-level manager shall consult with the instructor(s) before making a final decision regarding the cancellation.

3) If the instructor(s) of record does not respond by the end of the next business day, the first-level manager may proceed with canceling the section.

c) Late Cancellation Compensation and Communication (Part-Time Faculty)

Effective Spring 2027, if a part-time faculty member's assigned section is canceled due to insufficient enrollment or if the assigned section is reassigned to another instructor, and the instructor is not offered an equivalent replacement assignment, the instructor shall receive:

- No compensation if the section is canceled more than fourteen (14) calendar days before the first day of instruction or first scheduled class meeting.
- Three (3) hours of compensation at the applicable instructional support rate if the section is canceled within fourteen (14) days.
- The equivalent of one regular week's compensation (i.e. total per course compensation / 17.5) if a section is cancelled during the first week of the term.

Upon cancellation or reassignment of a part-time faculty member's assigned section, the FLM shall provide written notice to the instructor of the cancellation/reassignment and the effective date thereof.

**18.9.3** For all sessions, commencing with the first day of instruction, or the first scheduled meeting for in-person sections, through the last business day of the first week of that session, sections that have less than the

minimum section enrollment as identified in 18.9.1 are subject to cancellation unless a variance is granted by the first-level manager. During this period, sections that have at least the minimum section enrollment as identified in 18.9.1 are not subject to cancellation for low enrollment.

**18.9.4** For all sessions, under normal circumstances, no sections shall be canceled after the timeframe identified in 18.9.3.

**18.9.5** For all sessions, variances to the minimum enrollment are subject to approval by the first-level manager. To promote student success, exceptions to the minimum enrollment shall be considered by the first-level manager and may include the following:

a) Late registration may add sufficiently to enrollment.

b) Courses are needed for transfer.

c) Courses are needed for completion of a certificate or degree.

d) There are a limited number of work stations.

e) Courses are sequential.

f) Only one section of a course is being offered.

g) The ability to balance enrollments within a discipline based on institutional needs.

h) Other compelling reasons.

**18.9.6** 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.

**18.9.7** Course and section enrollments are administrative matters which shall be set by the first-level manager and the Chief Instructional Officer 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 sections (see 18.3.2), 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 and/or modalities (in-person, hybrid, online or session length). When the modality of a section has been assigned, it may not be changed without District permission.

**18.10.3** In the case that the sessions (full-term, 14-week, fast track) of instructional assignments do not overlap during the primary terms, full-time faculty are still required to fulfill a full service week per Section 18.2.3.

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

**18.10.5** 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.

**18.10.6** Term 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 any campus or an off-campus location where the District offers classes or services. If the faculty member accepts the assignment, then 18.11.1 applies.

**18.10.7** 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 18.3.4) 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 monitor and respond, as appropriate, to their District-issued 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

For full-term, in-person instruction, 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. For full-term, online instruction, the instructor of record shall convene students in a manner consistent with the modality of the section.

Sections for which no class meetings are scheduled during the final exam period are not required to convene students during the final examination period.

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 Final Grade Submission

Following the last day of a session the instructor of record shall submit student grades no later than four (4) business days following that session during the fall term, and five (5) business days following that session during the spring and summer terms. Disciplinary action may result from habitual failures to meet this requirement.

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.

## 18.14 Establishment of Course Preparation Work Group for Information Technology and Information Systems (ITIS)

The Association and the District agree to establish a ITIS Course Preparation Work Group made up of three faculty and three administrators, including one negotiator from each group. The workgroup may consult with additional subject matter experts as needed. The ITIS Course Preparation Work Group shall complete the following tasks and submit a report thereon:

- Identify the ITIS courses under review by this study
- Provide differentiation of course preparation and grading from other courses
- Clarify workload that is derived from base load preparation in contrast to that which is completed consistent with 18.2.3

- Review existing opportunities for full-time faculty to earn compensation (column advancement, professional development on non-service days, professional service obligation time)
- Survey benchmark colleges to provide best practice models
- Identify potential variance in workload among full-time and part-time faculty members, especially in course preparation and program development

The report will be presented to the Labor Management Committee by March 1, 2027, for review and possible recommendations.

The three faculty members on the ITIS Course Preparation Work Group will receive compensation of $2000 for up to 25 hours of meeting time following submission of the report.

**18.15 Establishment of Instructional Support Base Load Work Groups**

The Association and the District agree to establish Instructional Support Base Load Work Groups for the following areas: Counseling, Library, Distance Education, Success Centers and Supplemental Instruction, and Skills Labs.

Each workgroup will consist of two faculty and two administrators, including one instructor from the area and the FLM from that area, and one negotiator (or designee) each from the Association and the District. The workgroup may consult with additional subject matter experts as needed.

The Instructional Support Base Load Work Groups shall recommend a comprehensive list of the responsibilities that comprise the weekly 32-hour base load for instructors in their respective area(s).

These reports will be presented to the Labor Management Committee by March 1, 2027, for their review and possible recommendations.

Following submission of the report, each faculty member on the Instructional Support Base Load Work Groups will receive compensation of $1200 for up to 15 hours of meeting time.

## 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 technologies. All distance education courses and sections will be designated as such in the District schedule of classes. Distance education includes hybrid (see glossary) instruction and fully online instruction as well as online instructional support.

### 19.1 Assignment

Distance education assignments shall be on a voluntary basis subject to approval of the first-level manager ("FLM"). 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. Assignments shall also be contingent on student demand, program needs, and California regulations.

Online instructional effectiveness shall be assessed in terms of compliance with District standards for accessibility, regular and substantive interaction (RSI), course design, and completion of required training. Assessment of these measures shall be applied consistently to support instructional quality, as well as inform FLMs when they consider instructors' continued eligibility for distance education assignment and additional online teaching opportunities.

For full-time instructional faculty, either of the following requires an exception approved by their FLM:

- Teach greater than twelve (12) equated hours or 40 FTEF of base load in a primary term via distance education
- Teach overload via distance education

a) Such exceptions may be granted by the FLM, provided all of the following conditions are met:

1) Demand for the course
2) Certification or re-certification as per Sections 19.3 and 19.4
3) Faculty member completion of Peer Online Course Review (POCR) training
4) One of the two options below:
    a. Faculty member meets a published, single, District-defined statistical threshold of instructional effectiveness in a distance education modality; OR
    b. Faculty member makes progress towards instructional effectiveness in a distance education modality, as validated by their FLM, via one or more of the following or other methods: analytical review of personal success metric and other data (e.g. the data available in the Faculty

Success Dashboard), consultation with DE trainers, additional District-approved training, mentor shadowing, redesigned RSI practices, non-evaluative course observation, etc.

For hybrid classes, only the online portion will be applied to the maximum load limits.

b) For instructional support faculty, a maximum of one day per week, equal to no more than eight (8) hours, may be conducted using a distance education modality, as outlined in Section 18.6.3.

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 Section 18.9.

## 19.3 Faculty Certification

All faculty, instructional and instructional support, with a distance education assignment must be certified by the District. This certification must demonstrate basic competencies in the District's current Learning Management System (LMS) or District-supported platforms. Certification can be accomplished in one of the following ways:

- Completion of District-approved training
- Certification through a District-approved provider
- Certification in the District's current LMS from an accredited college
- Certification in instructional support modality

All instructional support faculty and instructional faculty teaching in-person only must complete the District Instructional Support online training. See chart below Section 19.5.

## 19.4 Training Requirements for Distance Education: Instructional Faculty

Beginning in Fall 2028, all faculty assigned to teach online and/or hybrid courses (henceforth referred to as "online") shall be required to meet the online certification requirements described below. Faculty who complete the required District training and submit a completed Online Teaching Self-Checklist will be certified to teach online.

### 19.4.1 District Required Training

**19.4.1.1 Online Recertification Requirements**: Faculty shall complete District-approved training by the start of the Fall 2028 semester covering the following:

- The Federal Education Rights and Privacy Act ("FERPA")
- Intellectual property, copyright, and licensing
- Regular and substantive interaction ("RSI")
- Accessibility standards

The District shall make the asynchronous, online training available to faculty members by the start of the Fall 2027 semester. The District may choose to make the training available to some or all faculty prior to the Fall 2027 semester.

Faculty members shall be required to complete the initial recertification training and recertify with refresher training once every three (3) years to maintain currency to teach online. Any exceptions to this requirement (e.g., late hire, extended leave, etc.), shall require approval by the applicable associate superintendent.

a) Initial recertification training: The initial recertification training shall be no longer than three (3) hours for all required content.

b) Refresher training: Faculty members shall be required to complete a refresher training once every three (3) years to maintain currency to teach online. The refresher training shall be no longer than ninety (90) minutes for all required content.

Following initial recertification training and/or refresher training, screenshot evidence of one of their courses' alignment with FERPA, copyright, RSI, and/or accessibility standards as applicable shall be submitted to the Distance Education (DE) Department for review and approval.

Faculty will submit a portfolio from a single module or other organizational unit from one of their courses that contains all of the following:

- An example of faculty-to-student interaction exclusive of assessment
- An example of student-to-student interaction
- An example of assessment of an activity/assignment

- Five (5) examples, each demonstrating compliance with a discrete accessibility standard

If alignment is not approved by DE, faculty will be advised of areas in need of remediation. Any faculty needing additional support and/or resources beyond the 3-hour training to assure module alignment will be able to use DE support.

DE will provide first-level managers ("FLMs") with regular reports indicating the recertification status of all instructors under their supervision, but will not further report on individual instructors' progress.

**19.4.1.2 Online Teaching Self-Checklist**: After approval of their submitted materials by DE, faculty members shall submit a completed Online Teaching Self-Checklist to their FLM. By signing the checklist, faculty members agree to abide by all recommendations on the checklist in all of their online classes on an ongoing basis.

The appropriate FLM shall ensure that all faculty who are assigned to teach online courses have satisfied the recertification requirements above. The District shall maintain a comprehensive list of faculty who are certified to teach online, and the FLM shall consult this list prior to assigning a faculty member to teach an online or hybrid course.

The District must inform faculty members when recertification is required at the beginning of the academic year that the certification will expire. If a recertification notice is not provided on time, the faculty member will maintain certification until notice is given and the faculty member is afforded three (3) months to complete the process. Exceptions to this requirement may be granted by the appropriate associate superintendent, such as in emergency situations that require late instructor assignments. Efforts will be made to provide appropriate online training to the faculty member during the semester of the assignment.

**19.4.1.3 Compensation**: Part-time faculty who complete this District-required training will be compensated upon completion at the hourly training rate.

Workloads and affiliated compensation for certification and recertification requirements shall be excluded from computation of assignment limits to the extent allowed by law (Education Code § 87482.5).

Full-time faculty who complete this District-required training during primary terms will not be compensated. The District may choose to offer full-time faculty the opportunity to complete the required training for compensation outside of primary terms.

**19.4.1.4** Faculty members who have completed comparable training elsewhere may request certification equivalency through Distance Education. Such requests may be submitted via a form available on the Online Education webpage and shall be assessed on a case-by-case basis.

## 19.5 Training Requirements for Distance Education: Instructional Support Faculty

Beginning in Fall 2028, all Instructional Support faculty shall be required to meet the online training requirements described below.

### 19.5.1 District Required Training

**19.5.1.1 Online Training Requirements**: Faculty shall complete District-approved training by the start of the Fall 2028 semester covering the following:

- The Federal Education Rights and Privacy Act ("FERPA")
- Intellectual property, copyright, and licensing
- Accessibility standards
- Other topics as applicable

The District shall make the asynchronous, online training available to faculty members by the start of the Fall 2027 semester. The District may choose to make the training available to some or all faculty prior to the Fall 2027 semester.

Faculty members shall be required to complete the initial training in 2027-28, or upon hire, followed by refresher training once every three (3) years. Any exceptions to this requirement (e.g., late hire, extended leave, etc.), shall require approval by the applicable associate superintendent.

a) Initial training: The initial training shall be no longer than three (3) hours for all required content.

b) Refresher training: Faculty members shall be required to complete a refresher training once every three (3) years. The refresher training shall be no longer than ninety (90) minutes for all required content.

DE will provide first-level managers ("FLMs") with regular reports indicating the completion status of all faculty under their

supervision, but will not further report on individual faculty members' progress.

**19.5.1.2** **Compensation**: Part-time faculty who complete this District-required training will be compensated upon completion at the hourly training rate.

Workloads and affiliated compensation for training requirements shall be excluded from computation of assignment limits to the extent allowed by law (Education Code § 87482.5).

The District may choose to offer full-time faculty the opportunity to complete the required training for compensation outside contract service days.

**19.5.1.3** Faculty members who have completed up-to-date comparable training elsewhere may request training equivalency through Distance Education. Such requests may be submitted via a form available on the Online Education webpage and shall be assessed on a case-by-case basis.

Applicable to Sections 19.3, 19.4, and 19.5

| | **Current Faculty** | **Faculty Hired in 2026-27** | **Faculty Hired in 2027-28 and onward** |
|---|---|---|---|
| **8-10 hr Accessibility Training** (All faculty) (Summer 26 – Spring 27 only) | Summer 26 – Fall 26 | Fall 26 – Spring 27 | |
| **3 hr Recertification** (Instructional) OR **3 hr Training** (Instructional Support) | Fall 27 – Spring 28 | Fall 27 – Spring 28 | |
| **Faculty Certification** (section 19.3) (Instructional) | | Fall 26 – Spring 27 | |
| **New Comprehensive Certification** | | | Upon hire *(Instructional or Instructional Support version as appropriate)* |
| **Refresher** | 3 yrs after recert or IS training | 3 yrs after recert or IS training | 3 yrs after new cert *(Instructional or Instructional Support version as appropriate)* |

## 19.6 Housing of Online Distance Education

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

- to permit student access to the distance education sections and servers exclusively through District servers on the District's Learning Management System (LMS)
- to provide students with avenues of communication to the instructor and other enrolled students in the section through the District LMS
- to include the following information through the District LMS: syllabus, schedule, assignments list, and assignment submission process.

## 19.7 Property Rights

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

## 19.8 Expectations for Distance Education

- The faculty member publishes, by 8:00am on the first day that the class convenes, and maintain a course shell in the District learning management system for all assigned classes that includes an electronic copy of the syllabus, an up-to-date gradebook, and information about how office hours (if applicable) will be conducted and times of availability.
- The faculty member communicates, within the first week, with students who are absent or have not logged in on the first day that the class convenes and urge them to attend/log-in and participate in class
- Regular and substantive interaction between the instructor and the student (e.g., discussion boards, chat, feedback on assignments, course announcements, email, etc.).
- Opportunities for student-to-student interaction (e.g., discussion boards, group projects, presentations)
- Regular instructional engagement and monitoring throughout the course

## 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. Evaluations are important because they are part of faculty's permanent personnel record. Evaluations play an important role in reemployment, and evaluations may be used as a basis for discipline up to and including dismissal.

All evaluations ratings and content are final and non-grievable. The basis of all evaluation grievances must focus on process.

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 full-time probationary faculty member serving under their first contract (year one), second contract (year two), or third contract (years three and four).

**20.1.2 Regular employee.** A full-time permanent 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) | 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 note less-than-serious deficiencies and/or 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. Subject to the limitations set forth in Section 20.5.1 for contract faculty, should sufficient improvement not be shown during their subsequent evaluation, the evaluatee's rating will move to 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 unacceptable 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 their 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 a self-evaluation, course syllabus (as appropriate) and/or any materials created for and disseminated to students.

e) The standard District evaluation forms shall be used in all cases.

f) For face-to-face and hybrid modalities: Each evaluator shall make at least one (1) classroom or instructional support 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) For online modalities: Each evaluator shall visit the evaluatee's course on the Learning Management System (LMS) using the student view for up to two (2) weeks during a mutually agreed upon period. This access shall include all prior weeks of instructional activity and contact preceding the visit during that same term. Evaluators shall also be provided access to examples of consistent and substantive interaction with students and any other pertinent materials.

h) For hybrid modalities: In addition to a face-to-face classroom visit for each section being evaluated, as outlined in Section 20.3.1(f), the evaluator shall visit the evaluatee's course on the Learning Management System (LMS) using the student view for up to two (2) weeks during a mutually agreed upon period. This access shall include all prior weeks of instructional activity and contact preceding the visit during that same term. Evaluators shall also be provided access to examples of consistent and substantive interaction with students and any other pertinent materials.

i) Instructional Support: The student evaluation period will occur during two (2) continuous weeks during a mutually agreed upon period.

j) Observations and visitations shall not be disruptive of the learning environment and shall be arranged in consultation with the evaluatee.

k) 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.

l) Satisfactory evaluations shall be forwarded to the Office of Human Resources; all evaluations other than satisfactory shall be forwarded to the appropriate executive administrator. 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.

m) At the conclusion of the process all electronic files associated with the evaluation shall be deleted.

### 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) 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.

c) 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 20.5.2(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.

d) 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.

e) All full-time faculty shall successfully complete the District's evaluation training module annually.

f) District managers will be required to successfully complete the District's evaluation training module prior to participation in the evaluation process.

## 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 Academic 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 18.5.4(l). 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

The four (4)-year probationary period provides the contract faculty member the opportunity to demonstrate that they meet the standards for reappointment and/or

tenure by the District. The candidate demonstrates their qualifications through a rigorous process of evaluation of their performance.

### 20.5.1 Frequency of Evaluation

a) A first-year contract (C1) faculty member shall be evaluated once each academic year. This evaluation shall be completed by last business day of the fourteenth week of the fall term. If a C1 faculty member receives a "Satisfactory" rating, refer to Section 20.2.1. If a C1 faculty member receives a "Needs Improvement" rating, the District may choose to offer the faculty member employment as a C2 and create an Improvement Plan to be implemented in the following spring term, alongside a re-evaluation consistent with Sections 20.5.3 and 20.5.4. If a C1 faculty member receives an "Unsatisfactory" rating, refer to Section 20.2.3.

b) A second-year contract (C2) faculty member shall be evaluated once each academic year. This evaluation shall be completed by last business day of the fourteenth week of the fall term. If a C2 faculty member receives a "Satisfactory" rating, refer to Section 20.2.1. If a C2 faculty member receives a "Needs Improvement" rating, the District may choose to offer the faculty member employment as a C3 and create an Improvement Plan to be implemented in the following spring term, alongside a re-evaluation consistent with Sections 20.5.3 and 20.5.4. If a C2 faculty member receives an "Unsatisfactory" rating, refer to Section 20.2.3.

c) A third contract (C3) (third-year and fourth-year) faculty member shall be evaluated a minimum of once each academic year. The evaluation shall be completed by the last business day of the fourteenth week of the fall term. If a C3 faculty member receives a "Needs Improvement" or an "Unsatisfactory" rating in their third year, the faculty member shall receive in the following spring term an Improvement Plan and a re-evaluation consistent with Sections 20.5.3 and 20.5.4. A C3 in their fourth year shall receive one evaluation that shall be completed by the fourteenth week of the fall term.

**20.5.2 Components**. The comprehensive evaluation for all contract 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/distance

education teaching and/or instructional support assignments. 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; 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 one (1). If the evaluatee's selection is not a subject specialist, the first-level manager shall select a subject specialist.

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/distance education teaching and/or instructional support assignments. The evaluation shall cover the period of time since completion of the last evaluation.

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 term 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, not limited to students whose sessions, workshops, etc. were observed. Every reasonable effort will be made to obtain a

robust sample size during the term of the evaluation. 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 contract 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 their own performance, including demonstrated and/or progress toward proficiency in diversity, equity, inclusion, and accessibility (DEIA). 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.

### 20.5.3 Evaluation Report

**20.5.3.1** 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 20.5.2) 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.

#### 20.5.3.2 Improvement Plan

Subject to the limitations set forth in Section 20.5.1, if the majority of the Faculty Evaluation Committee indicates a "Needs Improvement" (or, for C3 only, "Unsatisfactory"), or if the administrative evaluator(s) indicates a "Needs Improvement" (or, for C3 only, "Unsatisfactory"), then the evaluators shall develop a draft of the written improvement plan. The evaluatee shall be informed that they have the option to select an additional faculty member as outlined in Section 20.1.5 within five (5) days of the evaluation conference to participate in the finalization of the improvement plan. If an additional faculty member is selected by the evaluatee to finalize the improvement plan, an additional five (5) days shall be granted to finalize the draft improvement plan. The finalized improvement plan must be presented to the evaluatee by the first-level manager and the Faculty Evaluation Committee Chair by the end of the sixteenth week.

The draft and the final plan shall include (a) specific areas of needed improvement, (b) means of improvement, (c) resources available to the evaluatee, and (d) an attainable and clearly defined timeframe within which each improvement is to be implemented and accomplished. The draft improvement plan will be included in the summary evaluation report which is presented to the evaluatee at the evaluation conference. Subject to the limitations set forth in Section 20.5.1, in the event that a contract faculty member receives a "Needs Improvement" (or, for C3 only, an "Unsatisfactory") rating, fulfillment of the final 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.

### 20.5.4 Evaluation Conference with Contract Evaluatee

**20.5.4.1** 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 20.5.2. Subject to the limitations set forth in Section 20.5.1, the draft improvement plan will 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.

**20.5.4.2** 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.

### 20.5.5 Reevaluation

An augmented Faculty Evaluation Committee and the first-level manager or designee reevaluate the evaluatee's performance once the improvement plan is written. The reevaluation Faculty Evaluation Committee shall have the same members serving from the original committee augmented by two (2) additional regular and/or C3 faculty as outlined in Section 20.1.5. The evaluatee and the first-level manager or designee each select one (1) regular faculty to serve as the augmented members. If either the first-level-manager or the evaluatee determine that a subject specialist is needed, and a subject specialist is not

available internally, then a subject specialist from a related discipline or external subject specialist will be chosen by the District.

## 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 (which would include augmented members if a needs improvement occurred in the previous spring term).

**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 term of full-time employment through week 14 of the fall term 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 decision whether to grant (through action or inaction) or deny tenure is at the sole discretion of the Chaffey Community College District Governing Board. The Superintendent/President (or designee) as advised by the appropriate Executive Administrator in consultation with the Tenure Review Committee, shall make a recommendation to the Governing Board whether to grant or deny tenure.

**20.6.5** Section 20.7 and California Education Code Sections 87610.1 and 87611 set forth the law and procedures regarding grievances for contract faculty members who are denied tenure., 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

Any grievance pursuant to the denial of tenure may be filed by a faculty member on their 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-year 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** Contract faculty employed under their first-year 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** Contract faculty employed under their first-year 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 pursue a grievance solely as it relates to allegations that the District misinterpreted or misapplied its policies and procedures concerning the evaluation of the first or second year contract employee.

**20.7.2.3** Contract faculty employed under a third contract shall be granted tenure (i.e., employed as a tenured employee for

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

**20.7.2.4** Contract employees working under a third contract who receive notice pursuant to Section 20.7.2.3 that the District does not intend to grant tenure (i.e., the District notifies the contract employee that they will not be employed as a tenured employee in subsequent academic years) shall have the right to pursue a grievance solely as it relates to allegations that: (1) . the District misinterpreted or misapplied its policies and procedures concerning the evaluation of the contract employee; or (2) the District's decision to not grant tenure "to a reasonable person was unreasonable". (Refer to Section 20.7.1 regarding the grievance procedure for denial of tenure). (Education Code Section 87610.1).

## 20.8 Regular Faculty

### 20.8.1 Frequency of Evaluation

a) Consistent with Education Code Section 87663(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/distance education teaching and/or instructional support assignments. 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; a 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 consist of 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 either the first-level manager or the evaluatee determine that a subject specialist is needed, and a subject specialist is not available internally, a subject specialist from a related discipline or external subject specialist may be chosen.

b) **Administrator Evaluation**. The administrator evaluation is performed by the first-level manager or designee. 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/distance education teaching and/or instructional support assignments.

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, except in cases where the section rosters are identical, a student survey will be distributed to at least two (2) sections during the term 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, not limited to students whose sessions, workshops, etc. were observed. Every reasonable effort will be made to obtain a robust sample size during the term of the evaluation. 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 their own performance, including demonstrated and/or progress toward proficiency in diversity, equity, inclusion, and accessibility (DEIA). 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 Improvement Plan

**20.8.4.1** If the majority of the Faculty Evaluation Committee indicates a "Needs Improvement" or "Unsatisfactory" or if the first-level manager or designee indicates a "Needs Improvement" or "Unsatisfactory," then the evaluators shall develop a draft 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 be informed that they have the option to select an additional regular faculty member within five (5) days of the evaluation conference to participate in the finalization of the improvement plan. If an additional regular faculty member is selected by the evaluatee to finalize the improvement plan, an additional five (5) days shall be granted to finalize the draft improvement plan. The finalized improvement plan must be presented to the evaluatee by the first-level manager and the Faculty Evaluation Committee Chair by the end of the sixteenth week.

**20.8.4.2** 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 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 improvement plan.

**20.8.4.3** The draft and the final plan shall include (a) specific areas of needed improvement, (b) means of improvement, (c) resources available to the evaluatee, and (d) an attainable and clearly defined timeframe within which each improvement is to be implemented and accomplished. The draft improvement plan will be included in the summary evaluation report which is presented to the evaluatee at the evaluation conference. 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.

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.

### 20.8.5 Evaluation Conference with Regular Evaluatee

**20.8.5.1** 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.

**20.8.5.2** 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.

### 20.8.6 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, to the extent possible, 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 majority of the Faculty Evaluation Committee or first-level manager or designee indicates a "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. If the majority of the faculty evaluation committee and the FLM or designee agree that a modified improvement plan is needed, it shall be developed by the same evaluators within ten (10) service days and be presented to the evaluatee by the FLM or designee and the faculty evaluation committee chair by the end of the sixteenth week.

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 Associate Superintendent or designee who shall review the materials and recommend to the Superintendent/President appropriate administrative action.

## 20.9 Faculty on Special Assignment (FOSA)

**20.9.1** Faculty on special assignment for fifty (50) percent or less will be evaluated under the provisions of Section 20.8 for their primary assignment.

**20.9.2** If a regular faculty member is on special assignment (Section 18.4) to non-instructional duties for more than fifty (50) percent of a regular primary assignment, they shall not be evaluated under the provisions of 20.5 or 20.8, whichever is applicable. Instead, they shall be evaluated by the first-level manager of the FOSA in the performance of those duties on an annual basis. If such a faculty member is on multiple special assignments, they shall be evaluated by the FLM of the largest of those FOSAs in the performance of those duties. Excluded are the Academic Senate President, Curriculum Chairperson, and all faculty whose evaluation processes are outlined in Section 18.5. Two primary terms after returning from a FOSA with more than fifty (50) percent reassigned time, faculty will be evaluated as part of their regular evaluation cycle.

## 20.10 Faculty Returning from a Chaffey Non-Faculty Assignment

Two primary terms after returning from a non-faculty assignment, faculty will be evaluated as part of their regular evaluation cycle.

## 20.11 Temporary (Full-Time and Part-Time) Employee

The evaluation procedures as stated in Section 20.3.1 General Evaluation Conditions are applicable to Section 20.11.

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

**20.11.2 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 (Education Code Section 87663(a)). However, part-time faculty may request in writing to the first-level manager during their second (2) or third (3) year of employment that a special evaluation be conducted for the purposes of preferred consideration of reemployment by the second (2) week of the fall term. Subsequent evaluations will occur once every three (3) years. After a service break of six (6) primary terms, a temporary part-time employee shall be determined a new hire for purposes of evaluation. Part-time faculty shall be evaluated using the following procedures:

a) The first-level manager is responsible for the completion of the evaluation process.

b) The first-level manager may select a designee to conduct an observation and evaluation. In selecting the designee, the first-level manager shall first ask a full-time faculty member from the subject area or educational area/unit. Whenever possible, the full-time faculty member chosen should have subject matter knowledge. If no full-time faculty member is available, the appropriate executive administrator may designate a subject specialist.

c) No full-time faculty member shall be required to evaluate more than four (4) temporary part-time faculty in one (1) academic year (Section 18.2.3). However, a full-time faculty member may choose to evaluate more than four (4) part-time faculty in one (1) academic year provided that all full-time faculty members in that educational school or area have been notified by District email and given an opportunity to evaluate part-time faculty.

d) Student evaluations of faculty members shall be conducted as part of any evaluation via the process outlined in Section 20.8.2(c), with the exception of the requirement of surveying multiple sections.

e) Part-time faculty shall provide a concise self-evaluation as part of their evaluation process, addressing specific job responsibilities (see the Part-Time Evaluation form). It shall address, among other items, the faculty member's fulfillment of professional responsibilities and an assessment of their own performance, including demonstrated and/or progress toward proficiency in diversity, equity, inclusion, and accessibility (DEIA). The faculty member will share the self-evaluation with the first-level manager and designee. The self-evaluation will become part of the evaluation report.

f) All part-time faculty being evaluated are encouraged to successfully complete the District's evaluation training module prior to participation in the evaluation process.

g) Once the observation is completed, the first-level manager and designee shall consult about the overall rating. If the two cannot reach an agreement as to the overall rating, each will indicate an individual rating in lieu of an overall rating.

h) If either of the individual ratings indicates a Needs Improvement or Unsatisfactory, then the lower rating will be considered the rating for purposes of re-employment preference.

i) At the conclusion of the process described above, the first-level manager will provide a copy of the evaluation materials to the evaluatee and make themself available for a meeting to discuss the results, should the evaluatee request one.

j) If the evaluatee receives a less than satisfactory evaluation and is re-employed, an improvement plan shall be developed by the first-level manager, in collaboration with their designee as applicable, prior to the commencement of a subsequent assignment. The plan should include specific areas of needed improvement, means of improvement, resources available to the evaluatee, and a timeframe within which the improvement is to be implemented and accomplished. The first-level manager, in consultation with the initial faculty evaluator, shall determine the evaluator for the subsequent evaluation.

k) If the evaluatee receives a less than satisfactory evaluation and an existing assignment is revoked as a result, they shall be notified thereof by the first-level manager.

l) Additional evaluations may be conducted at the discretion of the first-level manager or the faculty evaluator.

# ARTICLE 21
# COMPENSATION

## 21.1 Contract/Regular Faculty Compensation

### On-Schedule Compensation

Effective Fall 2026, a new full-time salary schedule with increased salaries, equity adjustments, and additional steps 29 and 30 shall be implemented. Faculty who were at step 28 as of Fall 2025, shall, effective Fall 2026, move to step 29.

Effective Fall 2027, the full-time salary schedule shall be increased by the funded cost of living adjustment (COLA) received by the District, plus one and one half percentage point (1.5%). The rates shall be rounded to the nearest dollar.

Effective Fall 2028, the full-time salary schedule shall be increased by the funded cost of living adjustment (COLA) received by the District, plus one percentage point (1%). The rates shall be rounded to the nearest dollar.

## 21.2 Part-Time Compensation Schedule

### On-Schedule Compensation

Effective Fall 2026, the lecture, lab, and instructional support tables shall be adjusted as identified below. Also, steps 4 and 5 have been added to the part-time faculty instructional support rate schedule.

Effective Fall 2027, the part-time rate schedules for lecture, lab, and instructional support shall be increased by the funded cost of living adjustment (COLA) received by the District, plus one and one half percentage point (1.5%). The rates shall be rounded to the nearest dollar.

Effective Fall 2028, the part-time rate schedules for lecture, lab, and instructional support shall be increased by the funded cost of living adjustment (COLA) received by the District, plus one percentage point (1%). The rates shall be rounded to the nearest dollar.

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 full-term course) times 17.5 weeks times the appropriate column and step negotiated hourly rate.

The pay-per-course compensation encompasses the professional responsibilities listed in Section 18.2.4.

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 sessions other than full-term) 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 improved Part-Time Salary Compensation Rates will be in effect the first day of Fall 2026:

| | Column A | Column B |
|---|---|---|
| Step 1 | 93.00 | 96.00 |
| Step 2 | 96.00 | 101.00 |
| Step 3 | 101.00 | 106.00 |
| Step 4 | 103.00 | 110.00 |
| Step 5 | 105.00 | 112.00 |

### 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 sessions other than full-term) in courses classified by the Curriculum Committee as lab courses, including non-credit courses except English as a Second Language (ESL).]

The following improved Part-Time Salary Compensation Rates will be in effect the first day of Fall 2026:

| Step | Rate |
|---|---|
| 1 | 88.00 |
| 2 | 90.00 |
| 3 | 96.00 |
| 4 | 101.00 |
| 5 | 103.00 |

### 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 sessions other than full-term); 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 Instructional Support Rates will be in effect the first day of Fall 2026:

| Step | Rate |
|---|---|
| 1 | 75.00 |
| 2 | 77.00 |
| 3 | 81.00 |
| 4 | 84.00 |
| 5 | 87.00 |

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 Section 18.2.3); compensation is per hour of service provided. Faculty who are compensated for training may not also claim Flex credit for the same hours.

The following Professional Development Rates will be in effect the first day of Fall 2026:

| Status | Rate |
|---|---|
| Trainer | 50.00 |
| Trainee | 34.00 |

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.

d) Part-Time Faculty Office Hour Rate

Part-time temporary faculty who have been pre-approved for office hours consistent with Section 18.3.9, shall be compensated at the rate of $40 per hour.

e) Rising Scholars Clearance Compensation Rate

Rising Scholars faculty working at the California Institution for Men or the California Institution for Women shall be compensated for actual clearance time up to one hour at the trainee rate for each entry into the facility and up to one hour at the trainee rate for each exit from the facility. This section does not apply to travel time. This compensation is also excluded from a faculty member's load equation. Additional compensation due to extraordinary circumstances may be authorized by the appropriate executive administrator.

### 21.2.4 Cooperative Work Experience Education Rate Schedule[2]

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

Part-time or overload compensation shall be at the Cooperative Work Experience Education rate per student at census.

### 21.2.5 Independent Study Rate Schedule

Compensation for Independent Study shall be at the same per student rate as Cooperative Work Experience Education. Faculty may take no more than two (2) Independent Study students per term, except by mutual agreement between the faculty member and the first-level manager.

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[2] Computation of Cooperative Work Experience/Independent Study Per Student 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 (lab rate*35wk*15hr/0.8) with the same for instructional support (IS rate*35wk*32hr).
2. Divide this average by 250 students.
3. Round to the nearest dollar.

### 21.2.6 Initial Placement on the Part-Time Schedule

Newly hired faculty will be placed at Step 1 on the appropriate schedule. 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) term) 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.

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

**Step 5** (Lec/Lab): Placement after completion of 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 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 term units.

### 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 Non-instructional 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, Effective Fall 2026**

| Step | Minimum Qualifications | MA or BA + 45 | MA+BA+60 or BA+75 | Earned Doctorate |
|---|---|---|---|---|
| | Column 1 | Column 2 | Column 3 | Column 4 |
| 1 | 86,608 | 91,723 | 97,348 | 104,115 |
| 2 | 89,101 | 93,824 | 100,356 | 107,158 |
| 3 | 91,844 | 95,868 | 102,002 | 109,392 |
| 4 | 95,011 | 98,363 | 104,072 | 112,577 |
| 5 | 98,193 | 101,056 | 107,188 | 115,069 |
| 6 | 101,194 | 103,548 | 109,682 | 117,562 |
| 7 | 104,514 | 106,915 | 112,177 | 120,055 |
| 8 | 107,038 | 110,655 | 115,541 | 122,649 |
| 9 | 110,629 | 112,900 | 118,784 | 125,743 |
| 10 | 111,977 | 115,391 | 121,576 | 129,108 |
| 11 | 113,322 | 117,886 | 124,920 | 132,974 |
| 12 | 115,369 | 119,706 | 127,863 | 136,067 |
| 13 | 116,816 | 121,578 | 130,857 | 138,137 |
| 14 | 118,462 | 123,821 | 132,727 | 141,254 |
| 15 | 119,709 | 125,743 | 135,469 | 144,620 |
| 16 | 120,955 | 127,363 | 137,464 | 146,964 |
| 17 | 122,203 | 128,811 | 140,057 | 148,210 |
| 18 | 123,449 | 130,929 | 142,551 | 149,457 |
| 19 | 124,695 | 132,301 | 144,920 | 150,704 |
| 20 | 125,943 | 133,423 | 146,166 | 151,950 |
| 21 | 127,189 | 134,719 | 147,537 | 153,497 |
| 22 | 128,435 | 135,966 | 148,785 | 154,744 |
| 23 | 130,057 | 137,213 | 151,099 | 158,858 |
| 24 | 133,049 | 138,958 | 156,405 | 162,614 |
| 25 | 133,673 | 139,581 | 157,029 | 163,238 |
| 26 | 133,866 | 140,886 | 158,521 | 164,791 |
| 27 | 134,300 | 142,202 | 160,029 | 166,359 |
| 28 | 134,546 | 142,759 | 160,697 | 167,139 |
| 29 | 134,746 | 142,959 | 160,997 | 167,439 |
| 30 | 134,946 | 143,159 | 161,297 | 167,739 |

## 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) term 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 term 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 their first contract year as a probationary faculty member if they provide 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 of 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 non-grievable.

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 beyond the scope of Section 18.2.3, 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) term 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) term 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) term 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 $600 per unit; if the tuition cost per unit is less than $600, 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 Article 13. 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

| Term | Definition |
|---|---|
| Academic Calendar | The official District schedule establishing instructional start and end dates, holidays, and other designated academic dates, developed collaboratively by representatives of the District, Association, and Academic Senate and approved by the Governing Board. |
| Academic Year | The period of instruction comprising the fall and spring primary terms. The summer term is considered part of the preceding year, though is not considered a primary term. |
| Assignment | A section or regularly scheduled shift. |
| Calendar Day | Any day of the week and spans from 12:00am to 11:59pm. |
| Course Capacity | The maximum student availability assigned to a course as determined in Section 18.9.7 and reflected in the Chaffey College information system. |
| Current Part-Time Faculty | Part-time faculty who have been employed at the District within the past three (3) academic years. |
| Day | Unless otherwise noted, any day in which central administrative offices of the District are open for business (AKA “Business day”). |
| Designee | A person who is expressly authorized by the appropriate authority to act on their behalf. For the purposes of conducting an evaluation by a subject-matter expert, the district may engage a designee who is not an employee of the district. |
| Discipline | a) an action or activity designed to improve skill, behavior, compliance, or corrective action (as referenced in 6.1 and 8.2) *OR*<br>b) expertise in a particular program of study or body of knowledge. |

| | |
|---|---|
| District-Issued Email Account | The email account provided by the District to the employee for the purposes of conducting work-related communication. It is also the email account that must be used to exchange contract-related information, such as grievances. If the District-issued email account is not active, the employee shall supply the District with an alternative email account which will substitute for a District-issued email account with which to exchange information. |
| District Site | Any location where the District offers classes or services. |
| Educational Area/Unit | An area or unit (Counseling, Library, Success Centers, etc.) established by the District that is not a subject area. |
| Equated Hour | A standardized unit of faculty workload used to assign load credit to instructional and instructional support faculty assignments in accordance with the load factors established in this Agreement. Full-time faculty base load is equivalent to fifteen (15) lecture hour equivalents per semester, or thirty (30) lecture hour equivalents per academic year. A course's equated hours are based on an 18-week semester, the maximum number of a course's lecture hours, and the maximum number of a course's lab hours, and are calculated using the following formula: ((maximum lecture hours x lecture load factor)+(maximum lab hours x lab load factor))/18. For courses that have no specified lecture hours and no specified lab hours, see Section 18.3. |
| 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. |
| First-level Manager (FLM) | The manager who has direct supervisory responsibility for a faculty member. |
| FTEF | The calculated ratio of a faculty member's workload to that member's base load. The term stands for the full-time equivalent faculty. (as referenced in 18.3.1) |

| | |
|---|---|
| Full Professional Service Week | A week in which a full-time faculty member is in paid, salaried service to the District. During this service period, the full-time faculty member is responsible for performing baseload teaching and/or instructional support duties as well as professional responsibilities consistent with the provisions of Article 18 |
| Hybrid | Modality in which a lab or lecture course is taught 50% face-to-face and 50% online, or a lecture/lab combination course is taught face-to-face and online in a manner proportionate to the contact hours of the lecture and lab segments (e.g. all lecture hours online and all lab hours in-person). |
| 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.) |
| LMS | Learning Management System is the software application used by the District to house and deliver instruction and support. |
| 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. |
| Per Diem Salary | The salary that a faculty member receives each day. It is computed by dividing the full-time faculty member's total annual service days into the annual salary. |
| Primary Assignment | The duties or position for which a faculty member was originally hired or transferred to do. |
| Primary Term | The fall and spring terms. |
| Regular Service Day | Any service day except Convocation Day, Institutional Flex Days, Faculty Lecture Day, or Commencement Day (if applicable). |

| | |
|---|---|
| Related Specialist | A subject specialist from a related discipline who can serve in lieu of a subject specialist. |
| Service Day | A contractual workday on which full-time faculty are in paid, salaried service to the District. |
| Session | A segment in which a section begins and completes (fast track, 14-week, etc.) |
| Subject Area | Course of study associated with a program or discipline, as outlined in the Chaffey College Catalog Courses Index. |
| Subject Specialist | A member of an evaluation committee who shares the same discipline as the evaluatee. |
| Teaching Assignment | A credit or non-credit section. |
| Term | a segment of the academic calendar referencing a semester (fall, spring, or summer). |
| Up-to-Date Gradebook | A gradebook which provides students with timely information regarding their academic progress, in which faculty have recorded grades for completed assignments and assessments within a reasonable period following the completion of grading. |
| Year | Unless otherwise specified, a year is the District's academic year. |

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