

## TABLE OF CONTENTS

<u>ARTICLE/TITLE</u>	<u>PAGE</u>
I. Recognition.....	1
II. Definitions .....	1
III. Academic Calendar.....	2
IV. Rights of the District.....	3
V. Rights of the Federation.....	4
VI. Academic Freedom and Responsibility .....	8
VII. Personnel Files .....	9
VIII. Evaluation of Faculty Members.....	11
IX. Professional Security .....	25
X. Academic Relations .....	26
XI. Hours of Service .....	28
XII. Working Conditions and Duties.....	39
XIII. Compensation .....	46
XIV. Paid Leaves .....	53
XV. Due Process.....	58
XVI. Flex Days .....	66
XVII. Unpaid Leaves .....	67
XVIII. Retirement.....	70
XIX. Faculty Service Areas .....	71
XX. Employee and Dependent Benefits and Coverage.....	72
XXI. Professional Development Institute .....	77
XXII. Vacancies, Transfers and Reassignments .....	90

XXIII. Property Rights .....	92
XXIV. Grievance and Arbitration Procedure .....	95
XXV. Concerted Activities.....	97
XXVI. Agreement Conditions and Duration .....	98
APPENDIX A Faculty - 175 Days “AA” Salary Schedule .....	XX
APPENDIX A-1 Faculty - 221 Days “A2” Salary Schedule.....	XX
APPENDIX A-2 Counselors - 195 Days “QQ” Salary Schedule .....	XX
APPENDIX A-3 Cosmetology - 210 Days “Q2” Salary Schedule .....	XX
APPENDIX A-4 Part-time Instructor, Counselor and Librarian “BB” Salary Schedule.....	XX
APPENDIX A-5 Faculty Special Rates, 2020-2021.....	XX
APPENDIX B Faculty Evaluation Forms.....	XX
APPENDIX C Sabbatical Leaves .....	XX
APPENDIX D Grievance Form.....	XX
APPENDIX E Full-Time Faculty Absence Reporting.....	XX
APPENDIX F Weingarten Notice .....	XX
APPENDIX G MOU - Part-time Faculty Representation.....	XX
APPENDIX H MOU - Equivalency Appeal Committee .....	XX
APPENDIX I MOU - Faculty Compensation & Load for Career Development College Readiness & Regular Noncredit Classes Claimed for State Appointment.....	XX
Index .....	XX

# AGREEMENT

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of July, 2020, by and between the COAST COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District," and the COAST FEDERATION OF EDUCATORS/AMERICAN FEDERATION OF TEACHERS, LOCAL 1911, hereinafter referred to as the "Federation":

## WITNESSETH:

### ARTICLE I. RECOGNITION.

**Section 1.1.** Pursuant to the certification of the Public Employment Relations Board of the State of California, dated May 25, 1979, in case number LA-R-794, the District recognizes the Federation as the exclusive representative of "Faculty Members" as defined in Section 2.10.

**Section 1.2.** Any dispute between the Federation and the District, as to whether any new or revised position is to be included within or excluded from the Bargaining Unit, will be submitted to the exclusive jurisdiction of the Public Employment Relations Board for its decision.

### ARTICLE II. DEFINITIONS.

**Section 2.1.** "Administrator" shall mean a Management and/or Supervisory employee of the District.

**Section 2.2.** "Bargaining Unit" shall mean all Faculty Members covered by this Agreement.

**Section 2.3.** "Board" shall mean the Board of Trustees of the Coast Community College District.

**Section 2.4.** "Categorical Faculty Member" shall mean a faculty member without tenure, nor on tenure track, employed in a program supported by special ("soft") funding.

**Section 2.5.** "Chancellor" shall mean the Chancellor of the Coast Community College District.

**Section 2.6.** "Chief Instructional Officer" shall mean the Vice President of Instruction at Orange Coast College, the Vice President of Instruction at Coastline Community College and the Vice President of Instruction at Golden West College. In the event of reorganization at any institution, the Federation and the District agree to meet to designate the Chief Instructional Officer under this Section.

**Section 2.7.** "College" shall mean Orange Coast College, Golden West College and Coastline Community College, together or separately.

**Section 2.8.** "Contract Faculty Member" shall mean a full-time Faculty Member without tenure who is employed full time and has not yet attained permanent status with the District.

**Section 2.9.** "Discipline" shall mean an area of expertise in which a faculty member is qualified to teach according to the Disciplines List adopted by the Board of Governors of the California Community Colleges.

**Section 2.10.** "District" shall mean the Coast Community College District.

**Section 2.11.** "Division Administrator" shall mean the member of the management staff who directly supervises the faculty within an instructional unit(s).

**Section 2.12.** "Education Code" shall mean the Education Code of the State of California as it may be amended from time to time.

**Section 2.13.** "Faculty Members" shall mean all certificated and academic employees of the District, except all management, supervisory, and confidential employees; all other employees who hold

positions not requiring certification or academic appointment; and all certificated and academic employees employed for less than fifty percent (50%) of a full-time load as defined in Article XI, Hours of Service.

**Section 2.14.** "Federation" shall mean the Coast Federation of Educators/American Federation of Teachers, Local 1911, AFL-CIO.

**Section 2.15.** "Instructional Unit" shall mean an organization unit of each college for instructional and/or other educational purposes.

**Section 2.16.** "Instructor" shall mean a Faculty Member who is assigned as a teacher.

**Section 2.17.** "Part-time Faculty Member" shall mean, in this agreement, a faculty member without tenure, nor on tenure track, whose assignment is 50% through 67% of a full load.

**Section 2.18.** "Parties" shall mean the District and the Federation.

**Section 2.19.** "Permanent Faculty Member" shall mean a Faculty Member who has attained permanent status with the District. (The same as Regular Faculty Member)

**Section 2.20.** "President" shall mean the President of Orange Coast College, Golden West College or Coastline Community College.

**Section 2.21.** "Probationary Faculty Member" shall mean a full-time Faculty Member without tenure who is employed full time and has not yet attained permanent status with the District. (The same as Contract Faculty Member)

**Section 2.22.** "Regular Faculty Member" shall mean a Faculty Member who has attained permanent status with the District.

**Section 2.23.** "Temporary Faculty Member" shall mean a Faculty Member so defined by the Education Code and so designated by the District.

**Section 2.24.** "Registered Domestic Partner" shall mean registered with the California Secretary of State.

### **ARTICLE III. ACADEMIC CALENDAR.**

#### **Section 3.1. Calendar and Work Year.**

**Section 3.1.a.** The academic work year shall not exceed one hundred seventy-five (175) contract days. In the event any day or days are "lost" due to uncontrollable circumstances, the District may add an unscheduled day or days to the calendar, if necessary to comply with State requirements.

**Section 3.1.b.** Standing Shared Governance committees and committees that directly affect faculty must be held on duty days or the faculty must be compensated for off-duty attendance (See Appendix A-5, E. 2. Miscellaneous Non-Instructional Rate). The Federation and the District will mutually agree on which meetings may need to be held on non-duty days, create a list of such committees, and negotiate addendums to the list. Meetings on non-duty days are not mandatory. Committees meeting on non-duty days are responsible for determining the notice requirements for such meetings.

#### **Section 3.2. Holidays.**

**Section 3.2.a.** The District shall observe the twelve (12) holidays set forth below:

New Year's Day

Labor Day

Lincoln's Birthday	Martin Luther King Day
Washington's Birthday	Veterans' Day
Spring Recess Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

**Section 3.2.b.** The District for any year may designate another day or days as holidays. The Federation reserves the right to negotiate the effects of any additional holidays.

**Section 3.2.c.** When a holiday herein falls on a Sunday, the following Monday shall be observed as a holiday; similarly, when a holiday herein falls on a Saturday, the preceding Friday shall be observed as the holiday.

**Section 3.2.d.** The school calendar shall include a winter and spring recess.

### **Section 3.3. Calendar Committee.**

**Section 3.3.a.** During the spring semester of each year, the Vice Chancellor of Human Resources and the Federation shall negotiate the academic calendar. The District may solicit input from other constituencies, which will be shared with the Federation, but the negotiation of the academic calendar remains between the Federation and the District.

**Section 3.3.b.** The calendar for an academic year and the following summer session will be negotiated two years before implementation. The time period identified in the adopted calendars between summer session and fall or spring semesters may be modified based on feeder school calendars and other factors impacting enrollments. Faculty shall receive a minimum of six (6) months' notice of such a change, and reserve the right in the event of a change to decline the summer assignments without penalty including but not limited to retaining their previous position on the overload equity wheel. All changes to the academic calendar are subject to negotiations between the District and the Federation, including but not limited to changes suggested by curricular changes in individual instructional programs.

## **ARTICLE IV. RIGHTS OF THE DISTRICT.**

**Section 4.1.** Subject to the specific terms and conditions of this Agreement, the District retains and reserves unto itself, without limitation, all of the rights, authority, duties, and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of California to direct, manage and control the affairs of the District. Such rights of the District include, but are not limited to:

**Section 4.1.a.** The right to determine its organizational structure and to delegate its rights and responsibilities to the Chancellor, to the Presidents, and to such other officials, persons, institutes, divisions, departments and committees it shall from time to time determine;

**Section 4.1.b.** The right to determine its financial structure including all decisions and conditions relating to all sources of District income; all investment policies and practices; and all budgetary matters and procedures, to wit, the budget calendar, the budget formation process, accounting methods, payroll practices, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures;

**Section 4.1.c.** The right to acquire, administer, and dispose of all District property whether real or personal and whether owned, leased or otherwise controlled, including all land, buildings, facilities, grounds, fixtures, machinery and other improvements;

**Section 4.1.d.** The right to determine all services to be rendered to the students and to the public, including the nature, methods, quantity, quality, frequency and standards of service and the personnel, facilities, vendors, suppliers, materials, vehicles, equipment, and tools to be used in connection with such service, the contracting of services to be rendered and functions to be

performed, including educational support, educational aids and devices, structural maintenance and repair services;

**Section 4.1.e.** The right to determine the utilization of personnel, including the determination of the number of Faculty Member positions, the addition or elimination of Faculty Member positions and the selection and utilization of personnel not covered by this Agreement, the determination of the use of certificated management and supervisory personnel, the selection of Faculty Members, the determination of the assignment or reassignment of certificated management and supervisory employees of the District;

**Section 4.1.f.** The right to establish educational policies, goals and objectives (except as provided in Section 5.12.a.) based on the District's mission and the right to determine all matters related to student personnel services;

**Section 4.1.g.** The right to determine the assignment of Faculty Members to work schedules, functions and activities and the right to determine assignment of Faculty Members to courses to be taught, laboratories and other facilities and equipment, and offices, subject to conditions set forth in Article XII;

**Section 4.1.h.** The right to adopt reasonable rules and regulations, including rules and regulations for Faculty Members and rules and regulations related to safety and security matters;

**Section 4.1.i.** The right to determine the requirements for and to manage and control all District facilities, including cafeterias or food service centers and the bookstore.

**Section 4.2.** The exercise of the Rights under this Article is not subject to the grievance procedure of this Agreement.

**Section 4.3.** If the District does not exercise any of the rights set forth in Section 4.1., it shall not be precluded from exercising such right at a later time.

## **ARTICLE V. RIGHTS OF THE FEDERATION.**

### **Section 5.1. Dues Deduction.**

**Section 5.1.a.** Upon receiving written authorization from the Federation, the District shall deduct from the Faculty Member's pay, without charge, the dues and fees of those Faculty who have provided signed affirmative consent to the AFT bargaining unit. Any changes in dues or fees received by the Office of Human Resources as of the first of any month will be reflected on the paycheck for the following month.

**Section 5.1.b.** In accordance with law, the total amount of dues and fees deducted, together with a list of Faculty Members from whose pay the dues and fees were deducted, shall be forwarded by the District to the Federation office on a monthly basis. Faculty Members may have additional deductions including but not limited to Tax Sheltered Annuities (TSA), COPE contributions, legal defense and insurance programs. Faculty Members may, in writing, revoke deduction or TSA, COPE membership, legal defense and insurance programs.

**Section 5.1.c.** If the Federation changes the amount of the monthly dues, the District will implement such change upon written notification by the Federation at least forty-five (45) days prior to any payroll date. The Federation shall certify in such notice to the District that it has notified its members in writing of such change.

**Section 5.1.d.** The Federation agrees to reimburse the District for any dues withheld and paid to the Federation by mistake. If the District fails to deduct the dues or fees of a Faculty Member, the District will make the correction at the next payroll period if notified by the Federation within ample time to make the correction. No such payroll adjustment shall exceed three (3) months dues.

**Section 5.1.e.** The District shall make every effort to provide the Federation with accurate lists of faculty within the CFE/AFT bargaining unit.

**Section 5.2. Meeting Rooms.** The Federation shall have the right to use without charge District facilities at reasonable times for the purpose of meetings concerned with its representation rights at the District, provided that such use shall not interfere with, nor shall interrupt, normal District operations and that arrangement for such use be made in accordance with College procedures for assigning meeting rooms. The Federation will reimburse the District for any extra maintenance, technical or custodial services directly attributable to the use of the meeting room.

**Section 5.3. Federation Representatives.** Duly authorized representatives of the Federation who are not Faculty Members may transact official Federation business on the District premises so long as the transaction of such business does not interfere with the performance of Faculty Members' duties to the District. The District agrees to make available to the Federation five (5) parking permits for use by duly authorized representatives.

**Section 5.4. Bulletin Boards.** The Federation may have the use of one-third (1/3) of the space of the official bulletin board designated at each District facility for posting notices of its activities. The appropriate space as set forth above will be identified as Coast Federation of Educators/American Federation of Teachers, Local 1911. Any notice posted pursuant to this Section shall be signed and dated by an officer of the Federation.

**Section 5.5. District Mailboxes.** The Federation shall have the right to use faculty mailboxes for communication with Faculty Members. Any mail placed in faculty mailboxes by the Federation shall clearly indicate the Federation as the source of the information. The Federation will make every reasonable effort to provide the Vice Chancellor for Human Resources with a copy of any generally distributed Federation communication which is placed in faculty mailboxes.

**Section 5.6. Access.** Federation officials, including department representatives, shall have free access to all campuses and all Faculty Members, provided such activity does not interfere with the educational process or the assigned duties of Faculty Members. The Federation shall have access to non-confidential data. The Federation shall be provided access to the Coast Community College District network.

**Section 5.7. Copies of this Agreement.** The District will bear the cost of reproducing sufficient copies of this Agreement. The District will provide 25 physical copies of the Agreement to the Federation. Physical copies will also be available in each Human Resources office, and copies will be provided to Faculty Members upon request. The District will arrange to have this Agreement posted to the District website and emailed to each bargaining unit employee and will, additionally, provide an electric copy to each new bargaining unit employee, subsequent to the effective date of this Agreement.

**Section 5.8. Board Minutes and Agenda.** The District will furnish the Federation with copies of the minutes of Board meetings and with copies of the agenda of Board meetings and supporting documents submitted to the Board with such agenda, except for supporting documents of a confidential and/or privileged nature. Copies of the minutes, agenda and supporting documents shall be delivered to the office as designated by the Federation, at the same time and in the same form as those furnished to the Board of Trustees.

**Section 5.9. New Employee Information.**

**5.9.a.** "Newly hired employee" or "new hire" means any Faculty Member hired by the District into the bargaining unit represented by CFE subsequent to the prior new employee orientation. It includes all employees who are currently employed by the District in positions outside of the bargaining unit or were previously employed by the District and who have been newly hired into a bargaining unit position represented by CFE.

**5.9.b.** The District shall provide CFE with contact information on new hires within 30 days from the

date of hire of a newly hired employee. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix (e.g., Jr., III);
- v. Job Title;
- vi. Department;
- vii. Primary Work Location (Bargaining unit employees whose home college is Coastline Community College will be identified on the list in accordance with the area office to which they are assigned for the greater percentage of their contract);
- viii. Annual Salary;
- ix. Work Telephone Number;
- x. Work Extension;
- xi. Home Street Address (incl. apartment #);
- xii. City;
- xiii. State;
- xiv. Zip Code (5 or 9 digits);
- xv. Home Telephone Number (10 digits);
- xvi. Employee Cellular Telephone Number (10 digits) on File with the District;
- xvii. Email Address of the Employee on File with the District;
- xviii. Employee ID;
- xix. Hire Date

This information shall be provided to CFE regardless of whether the newly hired employee was previously employed by the District (such as a substitute, temporary or previous bargaining unit employee).

In addition, the District shall provide to the Federation by the fifth week of each semester, lists of all faculty with active assignments, by tops code, both District-wide and sorted by college.

Alternatively, the District may meet its obligation under section 3558 by providing CFE with the ability to run a report at its discretion that provides the above information.

**5.9.c.** In accordance with Government Code section 3558, the District shall provide CFE with a list of the same information and in the same manner as in Section 5.9.2 above for all bargaining unit members on the last working day of August, December, and April.

Alternatively, the District may meet its obligation under section 3558 by providing CFE with the ability to run a report at its discretion that provides the above information.

**5.9.d.** Any alleged violation, misinterpretation, or misapplication of the terms of this Section 5.9 shall be subject to the grievance and arbitration provisions of this Agreement, except that only CFE has the ability to grieve this agreement.

**Section 5.10. Policy Manual.** The District shall provide the Federation with a copy of the Board Policies and Administrative Procedures and shall supplement with copies of any additions, deletions or amendments as soon after adoption as possible.

**Section 5.11. Documents.** Upon written request of the Federation, the District shall provide the Federation with copies of any documents, identified with reasonable specificity, which are a matter of public record provided that these materials are not confidential. The Federation will bear the expense of duplicating any such materials; however, the District will provide a copy of any such document free of charge if an extra copy is available.

**Section 5.12. Governance.** The District and the Federation encourage and favor periodic meetings



between the District and the Federation representatives to discuss mutual problems not concerned with specific grievances but with the overall relationship between the parties to this Agreement. Such meetings shall be arranged at the mutual convenience of the District and Federation representatives concerned.

**Section 5.12.a. Educational Objectives Consultations.** Upon the request of either party, the District and the Federation agree to meet and consult on the definition of educational objectives and other matters that would facilitate the implementation of this Agreement. Except by mutual agreement, the parties shall be limited to two (2) participants per meeting.

**Section 5.12.b. District and Federation Relations.** The Vice Chancellor for Human Resources and the Federation President shall meet on a regular basis, no less than once each month, to discuss matters that are subject to collective bargaining and that will further the educational goals of the District. Both the Federation Members and the District Administration shall abide by the terms and conditions of this Agreement. The District shall continue to provide appropriate information including current prepared reports which may be necessary for the Federation to process any grievance or complaint.

**Section 5.12.c. College and Federation Relations.** The Federation shall designate a Federation Officer and alternate as a campus representative at each College and notify the College President in writing of such selection and replacement. The representative and the College President, or his/her designee, may meet regularly about matters of mutual concern and shall meet at the request of either party.

**Section 5.13. Federation Offices.** The Federation shall have secured offices at Orange Coast College and Golden West College, the locations to be mutually agreed upon by the District and Federation. The same furniture provided the faculty offices and telephone service will be provided. These offices shall be the sole office space provided to CFE/AFT 1911. The District agrees to make available at Coastline Community College Center, at reasonable times, private office space for the use of the Federation in meeting with members of the bargaining unit. The Federation shall pay for all telephone toll calls exceeding \$1,000 annually.

#### **Section 5.14. Federation Leaves.**

**Section 5.14.a.** During each school year, the District shall grant, upon written notice from the President of the Federation to the Vice Chancellor for Human Resources, a total of thirty (30) days of paid leave for Faculty Members, who are Federation officers and/or Federation committee members, for attending Federation conventions, meetings, seminars, etc.

**Section 5.14.b.** Upon request of the Federation, at least sixty (60) days in advance of any semester, the District shall grant one and three quarters (1.75) Full-Time Equivalency (FTE) paid leave to Faculty Member(s) for a one (1) semester or two (2) semester leave for the Faculty Member(s) to pursue Federation business related to or arising out of the terms and conditions of this Agreement and the concerns of the Federation and District. Such leave may be renewed.

**Section 5.15. Organization Activities.** Neither the District nor the Federation shall discriminate in any way against any Faculty Member because of participation or lack of participation in Federation activities, or for filing or processing any grievance, or for failing to file or process any grievance.

#### **Section 5.16. Contract Education.**

**Section 5.16.a.** Independent contractors will not be given priority over faculty members in contract education assignments. Each year the District will survey full-time faculty to determine interest in Contract Education assignments. A reasonable effort will be made to find qualified faculty members before an outside contractor is employed.

**Section 5.16.b.** The overload rate of pay shall be paid as provided in Article XIII.

**Section 5.17. Committee Appointments.** The Federation shall appoint one representative to the College/District Planning and Budget Committees, Environmental Health, Safety and Disaster Preparedness Committee, District Enrollment Management Task Force, District Wellness Committee, High Technology Committees, and International Education Committee. The Federation shall appoint one representative to College/District Search Committees for the positions of District Chancellor, Vice Chancellors, and College Presidents. Additionally, the Federation shall appoint two representatives to the Health Benefits Advisory Committee in accordance with Section 20.7.b.

#### **Section 5.18. New Hires and Orientation Session.**

**5.18.1** "New Employee Orientation" means the onboarding process of a newly-hired public employee, whether in person, online, or through other means or media, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.

**5.18.2** The District shall provide CFE mandatory access to its new employee orientation process. CFE shall receive not less than ten (10) days' notice in advance of any District or College new employee orientation meetings, 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. If held, the orientations shall be at a location to be determined by the District.

**5.18.3** During new employee orientation, CFE shall be entitled to one thirty (30) minute period for CFE to meet with new hires, which shall be scheduled immediately before or after an orientation meeting set by the District. A CFE Labor Relations Representative may also attend the orientation session.

**5.18.4** Any alleged violation, misinterpretation, or misapplication of the terms of this Section 5.18 shall be subject to the grievance and arbitration provisions of this Agreement, except that only CFE has the ability to grieve this agreement.

### **ARTICLE VI. ACADEMIC FREEDOM AND RESPONSIBILITY.**

**Section 6.1.** Recognizing that free search for truth and the expression of diverse opinions are essential to a democratic society, both the District and the Federation will affirm the principles of academic freedom, with the understanding that

**Section 6.1.a.** Academic Freedom is essentially the right of faculty to express or discuss in their classrooms and throughout the District challenging ideas and topics related to courses they teach and their own academic, professional expertise. The primary responsibility is to achieve the objectives of the course outline of record. This does not preclude Faculty Members from using their professional judgment in discussing other topics with their students when aimed at enhancing student learning. The expression of this right is guided by a deep conviction of the worth and dignity of students and the advancement of their knowledge.

**Section 6.1.b.** Academic Freedom includes the right of faculty to create and to use instructional materials that may be thought-provoking or controversial and are relevant to the courses they teach to enhance student learning. These rights notwithstanding, Academic Freedom is to be practiced within the parameters of commonly recognized standards of teaching, professional conduct, and applicable policies and laws.

**Section 6.1.c.** Faculty Members recognize the special responsibilities placed upon them. These responsibilities include the obligation to exercise critical self-discipline and sound judgment in using, extending, and transmitting knowledge. In the conduct of their teaching and professional lives, faculty members demonstrate intellectual honesty and devotion to continual improvement of scholarly competence.

With the shared understanding of the rights and responsibilities, Academic Freedom will be promoted and protected.

**Section 6.2.** A Faculty Member's exercising of his/her right of academic freedom as delineated in this Section shall not be subject to any adverse action affecting the Faculty Member's employment status with the District:

**Section 6.2.a.** For the development and publication of instructional materials, as well as the interpretation of course content and adoption of innovative instructional methods compatible with the course outline of record and standards accepted within the academic community;

**Section 6.2.b.** For exercising freedom to examine or endorse unpopular or controversial ideas within their fields of professional expertise as appropriate to course content, discussions with students, or academic research or publication. In so doing, the Faculty Member shall attempt to be accurate, fair, objective, and show respect for diverse opinions;

**Section 6.2.c.** For using or recommending, within the parameters of a. above, instructional materials which may challenge prevailing social attitudes, or contain unpopular or controversial ideas;

**Section 6.2.d.** For presenting all points of view in teaching and discussing controversial ideas or content in their courses and for including library materials of broad and diverse interest, information and enlightenment without prejudice in regards to the race/ethnicity, gender, sexual orientation, nationality, social, political or religious views of the authors;

**Section 6.2.e.** For expressing in an appropriate forum, the Faculty Member's viewpoint on matters of College and District policy;

**Section 6.2.f.** In collegial life, for example, for participation in the governance of their colleges, and engaging in the collegial expression of opinions in their department, College, and/or District meetings.

**Section 6.3.** Political activities on College campuses shall be governed by District policies and procedures which shall be in accordance with the requirements of applicable Federal and State law.

**Section 6.4.** The District shall respect the Faculty Member's right in public life to exercise freedom of speech, freedom of association, freedom of union activity, and freedom to express expert opinions in a public forum provided it is clear that the Faculty Member is not speaking or acting on behalf of the District.

## **ARTICLE VII. PERSONNEL FILES.**

**Section 7.1.** There shall be only one official personnel file for each Faculty Member, which is maintained in the District Office of Human Resources. 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 Faculty Member shall be a part of the official District file. 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 Faculty Member's employment with the District.

**Section 7.2.** The personnel file shall be kept in a locked file room in the Office of Human Resources. The contents of all personnel files shall be kept in the strictest confidence. All applicable Federal and California state laws governing the rights to privacy and confidentiality will be followed in maintaining the personnel files. When a Faculty 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.

**Section 7.3.** Upon written request, the material in the file shall be made available for the inspection of the Faculty Member to whom the file pertains, except ratings, reports or records which were obtained prior to the employment of the Faculty Member were prepared by identifiable examination committee members, or were obtained in connection with a promotional evaluation. A CFE faculty representative may, with written authorization by the Faculty Member, have access to the respective faculty file.

**Section 7.4.** 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.

**Section 7.5.** Up to ten (10) official commendations from organizations acknowledging excellence in instruction or special service to the College, District, community or profession may be entered in the personnel file by the Faculty Member or the District upon receipt by the Manager of Employee Records.

**Section 7.6.** Information of a derogatory nature, except that listed under Section 7.1 of this Article, will not be placed in the file until the Faculty Member has been provided with a copy of the derogatory information and a notice regarding the Faculty Member's right to respond in writing within a ten (10) working day period. This does not prevent a Faculty Member from submitting a response to derogatory information beyond this ten (10) day period. The response shall be attached to the derogatory information in the file.

**Section 7.7.** The Faculty Member shall have the right to comment in writing on any item in the Faculty Member's personnel file, except those listed under Section 7.3 of this Article. The written comments shall be attached to the appropriate materials in the Faculty Member's personnel file.

**Section 7.8.** The Faculty Member shall have the right to copies of materials within the file except as noted in Section 7.3 above. The actual cost of such duplication shall be paid by the Faculty Member. In the event of disciplinary action against the Faculty Member, such Faculty Member, upon request, shall be provided at District expense with a copy of any or all material in the file deemed necessary by the Faculty Member, except as noted in Section 7.3 above.

#### **Section 7.9.**

**Section 7.9.a.** After four (4) years, upon request of the faculty member, derogatory material placed in a Faculty Member's personnel file shall be placed in a separate sealed envelope which shall be removed from the personnel file and shall be placed in a separate locked filing cabinet located in the Human Resources Office. This four-year period will not preclude the Faculty Member and the Vice Chancellor of Human Resources, or designee, from mutually agreeing to remove any material in the personnel file prior to that four-year period and moving it to a separate, sealed envelope placed in a separate locked filing cabinet located in the District Human Resources Office.

The file envelope may be opened by the Vice Chancellor of Human Resources only in the following two instances:

- (1) The Faculty Member has first given written permission to open and view the file. The following procedures will apply: A sign-out sheet attached to the file envelope will note the time the file is checked out, who has checked it out, the Faculty Member's signature giving written permission to view the file, and the time that the file is replaced into the file envelope and resealed.
- (2) By court order. Photocopies of such material may only be made for the court order.

**Section 7.10.** Student grievance documentation shall not be placed in the concerned Faculty Member's personnel file unless disciplinary action is taken.

**Section 7.11.** Faculty Members shall be provided a copy of any personnel related documentation that the District sends to other State agencies relating specifically to discipline or evaluation of performance

of the Faculty Member. The privacy rights of other individuals will be protected as required by law.

## **ARTICLE VIII. EVALUATION OF FACULTY MEMBERS.**

### **Section 8.1. Purpose/Definitions.**

**Section 8.1.a.** The purpose of this Article is to improve instruction, counseling and other educational services through the periodic evaluation of all Faculty Members -- TEMPORARY (employed only 2 out of 6 semesters), CATEGORICAL, PART-TIME (50% through 67%), CONTRACT (tenure track) and REGULAR (tenured).

**Section 8.1.b.** The key to effective evaluation is frequent and dynamic communication between all parties. Management, the evaluation team, and the evaluatee all are responsible for ensuring adequate communication occurs.

All evaluators have the obligation to be unbiased to the best of their ability, to rely on facts and first-hand observations, avoid hearsay, and to be accurate. All aspects of the evaluation process are confidential.

### **Section 8.2. Evaluation of TEMPORARY (2 out of 6 semesters) Faculty Members.**

**Section 8.2.a.** Evaluation Frequency. Each temporary Faculty Member will be evaluated during the first semester of temporary employment, but no more than once in an academic year unless an improvement plan is recommended.

**Section 8.2.b.** Panel Selection. The Panel will be made up of the Division Administrator from the division of the faculty and two tenured Faculty Members. The Division Administrator will initiate formation of the panel. In the event the administrator in the division is not available, the Vice President of Instruction or Student Services, as appropriate, will designate the educational administrator to serve in the Division Administrator's place.

- (1) Where the department chair is a tenured Faculty Member, he/she will serve on the committee. Where the department chair is not a tenured Faculty Member, the Academic Senate will appoint a tenured Faculty Member to fill this slot.
- (2) One tenured Faculty Member will be appointed by the Division Administrator. In the event the Temporary Faculty Member is evaluated a second time; the same team members shall serve. Should vacancies occur, the vacant seat must be replaced, and the replacement shall follow the initial procedures for the selection of the vacant seat. Wherever possible, the Panel membership will reflect diversity with respect to ethnicity and gender.
- (3) The Division Administrator shall call a meeting of the new Panel prior to week five (5) at which time the members shall elect a chair.

**Section 8.2.c.** Student Survey. A student survey will be distributed to at least two classes during the semester of evaluation. The evaluatee will have the right to choose one of the classes (For student survey distribution for Counselors and Librarians see Section 8.7). The Panel chair or designee shall compile the results of the student surveys and forward a copy of the compilation to the evaluatee along with the original surveys. Narrative comments will be provided to the evaluatee after student grades have been issued, during the first week of the following semester. Documents will be maintained confidentially and securely in an appropriate location outside of the Faculty Member's assigned division office. The compilation will become a part of the evaluation report.

**Section 8.2.d.** Panel Observation. Each Panel member shall make at least a one academic hour observation between the time the team is impaneled and the writing of the evaluation report. At their discretion, Panel members may make any reasonable number of visits. The team will use the appropriate forms as indicated in Appendix B.

For on-site classes, the evaluator will consult with the evaluatee before choosing an appropriate date or range of dates for the observation. The evaluatee will provide the evaluator with a copy of their class syllabus and any other relevant documentation or information for the lesson being observed. The evaluator shall make at least a one academic hour observation of the on-site class.

For online courses, the evaluator will consult with the evaluatee before choosing an appropriate date or range of dates for the virtual observation. The evaluator will be given access to all relevant components of the course so that he or she may properly gauge the student experience in the virtual classroom and the level of effective contact/regular and substantive interaction between the students and the instructor. The evaluatee will also provide the evaluator with any other relevant documentation or information for the course being observed in order to complete the required evaluation forms. The evaluator shall make at least a one academic hour observation of the virtual class.

For hybrid courses, each evaluator shall employ onsite and/or online evaluation methods as deemed appropriate by the evaluator after consulting with the evaluatee. The evaluator shall observe the onsite and/or online class for a total of at least one academic hour.

**Section 8.2.e. Special Assignment.** In the event that a Temporary Faculty Member has 50% or more of special assignment, a self-evaluation may be utilized by the Faculty Member using the self-evaluation form found in Appendix B. The Panel retains the right to go into the classroom for an observation if a self-evaluation method is chosen.

**Section 8.2.f. Evaluation Conference.** The Panel shall meet with the evaluatee to review the evaluation materials, to discuss proposed recommendations and to give any preliminary suggestions for professional development including mentoring.

**Section 8.2.g. Evaluation Report.** Following the conference and the review of all materials deemed necessary by the Panel, an evaluation report with recommendations and the complete file of the evaluation will be submitted to the Vice President of Instruction (or Vice President of Student Services, as appropriate) with a copy to the evaluatee. Each panel member will sign the final report. In response to the report, the evaluatee or any Panel member may submit to the Vice President of Instruction (or Vice President of Student Services, as appropriate) a written, signed statement. Any statements will be attached to the report.

**Section 8.2.h.** Appendix B provides forms.

### **Section 8.3. Evaluation of CATEGORICAL Faculty Members.**

**Section 8.3.a. Evaluation Frequency.** Each Categorical Faculty Member will be evaluated each year of employment for four years. Thereafter, evaluation shall be at least once every six regular semesters. The evaluation will be based on activities and observations since the last evaluation.

**Section 8.3.b. Panel Selection.**

- (1) For the first four years of employment, the Panel selection and report procedures for Categorical Faculty Members set out in Section 8.2.b through 8.2.h. shall be used. In the event that a Categorical Faculty Member has 50% or more special assignment, a self-evaluation may be utilized by the Faculty Member using the self-evaluation form found in Appendix B. The Panel retains the right to go into the classroom for an observation if a self-evaluation method is chosen.
- (2) At least once every three years after that, the Panel selection and report procedures for Regular Faculty Members set out in Section 8.6.b. through Section 8.6.g. excluding the last two sentences in Section 8.6.g. shall be used. In the event that a categorical Faculty Member has 50% or more special assignment, a self-evaluation may be utilized by the Faculty Member using the self-evaluation form found in Appendix B in accordance with

Section 8.6.k. The Panel retains the right to go into the classroom for an observation if a self-evaluation method is chosen.

#### **Section 8.4. Evaluation of PART-TIME (50% through 67%) Faculty Members**

**Section 8.4.a.** Evaluation Frequency. Each part-time Faculty Member shall be evaluated, at least, during the first and fourth semesters of employment, and thereafter at least once every six regular semesters. The evaluation will be based on activities and observations since the last evaluation. Formal evaluation shall be performed by the department chair. If the department chair is not available or there is not a department chair, the evaluation will be performed by a Regular Faculty Member from the discipline or a related discipline. In that case, the evaluator will be selected by the site/discipline administrator in consultation with the evaluatee.

**Section 8.4.b.** Multiple College Assignments. Part-time (50% through 67%) faculty who are teaching at two or three Colleges within the District during the semester they are scheduled for evaluation shall be evaluated at each College.

**Section 8.4.c.** Student Survey. A student survey will be distributed to at least one class during the semester of evaluation. The evaluatee will have the right to choose one of his/her classes to be surveyed. (For student survey distribution for Counselors and Librarians see Section 8.7.) The evaluator or designee shall compile the results of the student surveys. Narrative comments will be provided to the evaluatee after student grades have been issued, during the first week of the following semester. Documents will be maintained confidentially and securely in an appropriate location outside of the faculty member's assigned division office. A copy of the compilation of the student surveys will be forwarded to the evaluatee along with the original surveys. The compilation will become a part of the evaluation report. For all online classes, student evaluations shall be initiated by the college Office of Institutional Research. Such surveys will be completed by students online, compiled confidentially by the Office of Institutional Research and then submitted to the evaluator.

#### **Section 8.4.d.** Observation.

For on-site classes, the evaluator will consult with the evaluatee before choosing an appropriate date or range of dates for the observation. The evaluatee will provide the evaluator with a copy of their class syllabus and any other relevant documentation or information for the lesson being observed. The evaluator shall make at least a one academic hour observation on the on-site class.

For online courses, the evaluator will consult with the evaluatee before choosing an appropriate date or range of dates for the virtual observation. The evaluator will be given access to all relevant components of the course so that he or she may properly gauge the student experience in the virtual classroom and the level of regular effective contact/regular and substantive interaction between the students and the instructor. The evaluatee will also provide the evaluator with any other relevant documentation or information for the course being observed in order to complete the required evaluation forms. The evaluator shall make at least a one academic hour observation of the virtual class.

For hybrid courses, the evaluator may employ either onsite or online evaluation methods or both. The evaluator will complete the appropriate form as indicated in Appendix B.

**Section 8.4.e.** Evaluation Conference. The evaluator shall provide the evaluatee with a copy of the observation form and the student survey compilation and offer to meet with the evaluatee to review the evaluations.

**Section 8.4.f.** Evaluation Report. The Faculty Evaluation Report, with a "satisfactory," "needs improvement," or "unsatisfactory" designation marked, will be submitted to the Vice President of Instruction or Student Services, as appropriate. The Division Administrator may approve an additional evaluation. After the receipt of the evaluation report, any part-time Faculty Member who

receives an unsatisfactory evaluation, upon written request made within 10 days of the part-time Faculty Member's receipt of the evaluation, may be granted a further evaluation after an examination of the evaluation materials by the Vice Chancellor of Human Resources. If a request for an additional evaluation is approved by the District, the further evaluation must be completed within the same academic term. An additional evaluation may be performed by a peer. After 10 days, if no request is made, the evaluation will be considered complete.

In most cases, part-time Faculty Members whose most recent evaluation on file is "satisfactory" shall be given a "needs improvement" designation before receiving an "unsatisfactory" designation, should the evaluator feel that improvements need to be made. However, evaluators reserve the right to assign an "unsatisfactory" designation without previously assigning a "needs improvement" designation, should the merits of the circumstances warrant such an evaluation designation.

**Section 8.4.g.** Needs Improvement with Previous Satisfactory Designation: If a "needs improvement" designation is marked and the evaluatee had received a "satisfactory" designation in the previous evaluation cycle, a Performance Improvement Plan (PIP) (Appendix XX) will be created by the evaluator and provided to the evaluatee by the evaluator. The evaluatee will be reevaluated during the following semester.

**Section 8.4.h.** If an overall "unsatisfactory" designation is marked on the evaluation, the evaluatee may request a meeting with the area dean to discuss the evaluation.

**Section 8.4.i.** Appendix B provides forms.

## **Section 8.5. Evaluation of CONTRACT Faculty Members. (Tenure Track)**

**Section 8.5.a.** Evaluation Frequency. Each contract Faculty Member will be evaluated once each year until tenure is granted.

**Section 8.5.b.** Tenure Track Team Training. To ensure quality, fairness, and objectivity, prior to serving on a tenure-track committee, all members of a tenure track evaluation team must attend training developed and presented jointly by union and management.

This Article must be reviewed by all team members, especially those who haven't recently served on this type of evaluation committee, or when this Article has been updated.

### **Section 8.5.c.** Formation & Initial Steps of the Tenure-Track Evaluation Team (Team)

(1) The Team consists of the following members:

- (a) Division Administrator or designated Academic Administrator;
- (b) One tenured Faculty Member appointed from and by the search committee. In the case of administrative retreat, one Faculty Member will be appointed from and by the Discipline-Based Equivalency Committee;
- (c) One tenured Faculty Member appointed by the Senate from volunteers from the evaluatee's discipline;
- (d) One tenured Faculty Member appointed by the Senate from outside of the evaluatee's discipline;
- (e) All matters relating to the performance review process are a confidential nature and members of the Team have the responsibility of maintaining this confidentiality.

Whenever possible, the Team membership will reflect diversity with respect to ethnicity, age, and gender. Should vacancies on the Team occur, the vacant seat must be replaced, and the replacement will follow the initial procedures for the selection of the vacant seat.

(2) In the event there are no tenured faculty volunteering or available from the discipline, or, if the Senate has not made its appointments to the team by April 30th of the Spring term prior



to the beginning of the tenure review process, the Faculty Member selected from the search committee, the Division Administrator, the Academic Senate President, and a Federation Vice President representing the appropriate College will consult to resolve this issue.

It may take longer than anticipated to find a skilled Team that is willing to commit to this four-year process. Therefore, the Division Administrator should begin the process while the new Faculty Member is in the process of being selected. For example, for a typical fall semester hire, the evaluation Team selection process might begin as early as February or March of that year. As soon as the Team is formed, the members should meet and talk about the process they will undertake. They should discuss their personal biases about how students are best taught. They should discuss the importance of setting aside biases during the evaluation process and recognizing that there are a variety of effective ways to teach. The Team members shall discuss how long each of them thinks it takes to become an excellent teacher, and how they each see the standard of “satisfactory” teaching for the purpose of evaluation. Evaluation Team members have the obligation to be unbiased to the best of their ability, to rely on facts and first-hand observations, avoid hearsay, and to be accurate.

- (3) The evaluation process is a learning experience for both the evaluatee and the evaluators. Therefore, all tenured faculty are encouraged to participate in this process. It is time-consuming and counts for the committee responsibility for each of the four years.
  - (a) In cases of excessive team responsibilities and with approval of the immediate supervisor, faculty may reduce office hours for performance of Tenure-Track Team duties (e.g., observation including preparation to observe, meeting, and formal mentoring).
  - (b) If a Faculty Member volunteers on two or more Tenure-Track Teams, the request will be reviewed by management, and, if approved, the Faculty Member will receive a stipend of \$500 each year of the four years, paid at the end of each academic year for each additional Tenure-Track Team. Any increase to this stipend shall be negotiated.
- (4) The Team elects a Chair annually. The Chair responsibilities include the following duties:
  - (a) To inform the evaluatee and Team of the timelines, and get commitments from everyone to share responsibility for strict adherence to the timelines,
  - (b) Call meetings of the Team,
  - (c) Coordinate activities of the Team,
  - (d) Represent the Team.
- (5) Adherence to timelines is essential and is the responsibility of all Team members. The Team should review these timelines frequently and commit to specific dates for the first year of tenure evaluation process. Sometimes, faculty are hired to start the spring semester. It is important for the evaluatee and Team to know that the tenure process timeline does not begin until the following fall semester because of the requirement in the Ed Code that states that a faculty member must work at least 75% of a school year before it can be counted for tenure purposes. The timelines below assume a fall semester start, so adjust accordingly if the Faculty Member is starting in the spring. Reasonable adjustments to the timelines provided in this Article can be made by the Team if necessary. However, in no circumstance can the annual evaluation process be extended beyond the third week of the Spring semester.
- (6) If a tenure-track evaluatee or tenure-track committee member has a concern regarding

whether a tenure-track committee member has properly followed the tenure-track evaluation contract requirements, the evaluatee or committee member may appeal to both the appropriate Vice President of the College and the CFE Vice President for an evaluation and resolution of the complaint. After receiving the complaint, the appropriate Vice President of the College and the CFE Vice President will meet to discuss and examine the concerns, and will determine within twenty (20) working days or any other mandatory deadline, whichever comes first, if retraining, retention, or removal/replacement is necessary.

**Section 8.5.d. Criteria for Evaluating Contract Faculty. (Tenure Track & Temporary)**

- (1) The District wishes to recommend tenure for faculty who will bring to their department, division, and College breadth and depth of knowledge, teaching effectiveness, and life experiences that will enrich their disciplines and stimulate learning. Coast Community College District's objective is to employ individuals with potential for excellence and increasing ability, engagement with and commitment to our students and the education profession. Faculty recommended for tenure, therefore, must reflect these professional standards in the performance of their faculty responsibilities and their interaction with students and colleagues.
- (2) In conjunction with the performance standards in the evaluation documents, the following criteria are intended to delineate areas of performance that the Team should look for during the evaluation process. The criteria are not all-inclusive and not every criterion will necessarily apply to every faculty position in the Coast Colleges.
- (3) Within each FSA held by a Faculty Member, there is an expectation of the following performance standards, consistent with all relevant language in the Bargaining Unit Agreement:
  - (a) Demonstrable progress towards excellence in teaching and/or in carrying out primary responsibilities for counselors, librarians, or special assignment faculty positions as specifically listed in the Faculty Member's position description, including, but not limited to the following items:
    - currency within the discipline(s);
    - depth of knowledge within the discipline(s);
    - verbal and written communication proficiency with students, colleagues, and staff;
    - use of effective teaching methods and materials appropriate for the course, discipline, modality, and students;
    - compliance with course outline requirements and student learning outcomes;
    - maintenance of regular and timely office hours;
    - confidential, accurate maintenance of student records; and
    - compliance with College and departmental requirements consistent with this bargaining agreement.
  - (b) Appropriate respect for students by demonstrating the following characteristics:
    - patience, fairness, promptness in the evaluation and discussion of student work;
    - appropriate sensitivity and responsiveness to the needs of individual students; and
    - support of the diversity of our students, colleagues, and staff in actions, words, and teaching and learning methods.
  - (c) Respect for colleagues and the teaching profession characterized by the following conduct:

- acknowledging and defending the free inquiry of students, colleagues, and staff in the exchange of criticism and ideas;
- acting in accordance with the ethics of the profession and with a sense of personal integrity;
- working in a spirit of cooperation to develop and maintain a collegial atmosphere among faculty and staff while upholding and respecting academic freedom;
- demonstrating a commitment to and an engagement with the College, the division, and/or the department (as appropriate), and the profession;
- having the intellectual courage to share your professional opinion constructively, even when not the popular view, in pursuit of improvement; and having willingness to challenge yourself and others to re-evaluate practices in the pursuit of departmental, College, and District excellence.

(d) The following standards are illustrative of the activities expected of permanent faculty. Tenure-track faculty after their first probationary year are expected to show participation in professional growth activities as evidence of continued professional growth and leadership. Examples include the following professional activities:

- participation in self-initiated professional activities such as course work, attendance at workshops, seminars, professional meetings;
- conference presentation, artistic exhibit, classroom research, development of new curriculum, participation in publications and related work experience;
- active participation in collegial governance and campus life, including College or District committees, and community activities.

**Section 8.5.e. Recommended Calendar.**

(1) 1<sup>st</sup> Evaluation - first fall semester.

(a) During Weeks 1-4 - Team meets with evaluatee to review and discuss the process. The Team shall deliver the following documents to the evaluatee:

1. District Ethics Policy (See Appendix XX)
2. The American Association of University Professors (AAUP) 1940 Statement of Principles on Academic Freedom and Tenure (See Appendix XX)
3. Criteria for Evaluating Tenure-Track & Temporary Faculty (, Section 8.5.d.)

(b) During Weeks 5-12 - Observations/Evaluations. (See Appendix B). Team divides up the load and overload the evaluatee is teaching so that if practical, every course (i.e., not section) and modality currently taught will be observed at least once. For second eight-week courses, the evaluation will occur no sooner than the third week of actual class meetings (semester week 11).

(i) Each Team member will make at least one class observation.

- A. Team members will contact the evaluatee to arrange appropriate observations (minimum length = 1 academic hour).
- B. Each Team member shall set up a brief meeting (live, virtual, or telephonic) before the observation so the evaluatee can explain what her/his lesson plan for the observation will entail.
- C. The evaluatee may share, or the evaluator may request the handouts or other instructional materials that may be used by the evaluatee during the observation, such as a syllabus. The evaluatee shall provide the requested materials. A syllabus shall consist of, at minimum, the elements identified in Section 12.14.d.

For online courses, the evaluator will consult with the evaluatee before choosing an appropriate date or range of dates for the virtual observation. The evaluator will be given access to all relevant components of the course so that he or she may properly gauge the student experience in the virtual classroom and the level of effective contact/regular and substantive interaction between the students and the instructor. The evaluatee will also provide the evaluator with any other relevant documentation or information for the course being observed in order to complete the required evaluation forms. The evaluator shall make at least a one academic hour observation of the virtual class.

- (ii) Evaluators must be objective and open-minded to other teaching styles beyond their own, and set aside their biases about how to best teach students. The Faculty Member will be given the widest possible latitude within the parameters of professional conduct so that academic freedom will be preserved.
- (iii) Within ten (10) working days after the observation, the evaluator will complete the observation report, deliver it, and meet with the evaluatee to review what was observed and hear feedback from each other about the achievements and challenges of the lesson observed. During this evaluation conference the observation report will be finalized and signed.
- (iv) If the evaluator or evaluatee believe that there has been a serious problem with the observation, it shall be reported within one (1) working day to the Team, who shall determine by majority whether the evaluator will coordinate an additional observation with the evaluatee. The team will make a determination within five (5) working days. The problematic session's observation report shall be discarded and not included as part of the first-year tenure-track evaluation.
- (v) Guidelines for Providing Feedback During the Post-Observation Meeting Between the Evaluator and Evaluatee. Constructive criticism may be both difficult to deliver and difficult to receive. The following guidelines are to be reviewed by each Team member before observing evaluatees.
  - A. Evaluators should be specific when providing feedback, including presenting specific observations that led to the constructive feedback in the evaluation.
  - B. Evaluators should consider "sandwiching" critical feedback between compliments.
  - C. Evaluators should include suggestions about how the specific behaviors observed could be improved.
  - D. Evaluators should give examples from their own teaching experience.
  - E. Evaluators should encourage the evaluatee to engage in a discussion when the observation report is presented and reviewed with the evaluatee. For example, evaluators might ask the Faculty Member to provide his/her "take" on behaviors the evaluator identified critically.
  - F. Evaluators should demonstrate engaged and open-minded listening during the response, and commit clearly to working with the evaluatee to improve her/his skills.

(c) During Weeks 9-12 - Student Surveys.

Student Surveys will be distributed to at least three classes, two of which are selected

by the evaluatee. A member of the Team will dismiss the evaluatee from the classroom and administer the evaluations to the students, using the script provided with the forms (See Appendix B). (For student survey distribution for Counselors and Librarians see Section 8.7.)

- A. Paper evaluation forms shall be used for site-based classes and telecourses. Electronic evaluation forms shall be used for online classes. The evaluatee shall choose whether to use paper or electronic evaluation forms in hybrid classes.
  - B. Evaluations from at least 33% of the currently enrolled students in each class must be received in order for the student surveys to be considered statistically valid. If less than 33% of the currently enrolled students submit surveys in one or more classes, such surveys will not be included nor considered in the evaluation.
  - C. If student narrative comments in their own handwriting are received, they will be retained in a confidential and secure location outside of the Faculty Member's assigned division office and will be sent to the evaluatee two weeks after the conclusion of the semester during which the evaluations were written.
  - D. A copy of the compilation of student opinions including narrative comments shall be delivered to the Team by the Chair and will be reviewed by the Team prior to writing the Faculty Evaluation Summary Report. (See Appendix B). Student opinions shall be included as part of the evaluation materials.
- (d) During Weeks 13–16 - End of Term Review. The Team shall meet to review evaluatee's progress and prepare for completing the Summary Report. The Team shall then meet with the evaluatee to discuss observed evaluatee strengths, suggested areas for improvement, and to help them prepare their Self-Evaluation. The evaluatee should be encouraged to share her/his perception about her/his strengths and areas for improvement as well.
- (e) First Day of the Spring Semester - Self-Evaluation. The evaluatee shall complete and submit the Self-Evaluation form to the Team no later than the first day of the Spring semester. (See Appendix B). Each Self-Evaluation (after the first one) will encompass the period of time that has transpired since the previous Self-Evaluation was written and submitted.
- (f) During Weeks 1-3 of the Spring Semester - Evaluation Summary Report and Recommendation.
- (i) Subsequent to the meetings with the evaluatee and after the Team has received and reviewed all evaluation forms, the Team as a group will draft the Tenure Track Faculty Evaluation Summary Report. (See Appendix B.)
  - (ii) Criteria for Recommended Employment Status of Contract Faculty (Offer and Acceptance of Employment).
    - A. Future Status Employment Recommendation. As part of the Year 1 Tenure Track Faculty Evaluation Summary Report, the Team will determine by consensus its recommendation from one of the following options below:
      - 1. If, based on the evaluation documents, the committee by consensus feels the evaluatee has strong potential and is making positive instructional impact on students, either -
        - a. Enter into a contract for Year 2 (Evaluation is "Satisfactory or better")

or

- b. Enter into a contract for Year 2 with suggestions for improvement (Evaluation is "Satisfactory").
2. If, based on the observation reports, self-evaluation, and consideration of the student evaluations, the committee by consensus feels the evaluatee has potential but specifically identified areas of improvement need to be made - Enter into a contract for Year 2 with an improvement plan (Evaluation is "Unsatisfactory").
3. If, based on the observation reports, self-evaluation, and consideration of the student evaluations, the committee by consensus feels the evaluatee does not have the potential to become a regular faculty member in the next four years - Do not enter into a contract for Year 2 (Evaluation is "Unsatisfactory").

If a recommendation includes an improvement plan or suggestions for improvement, the committee by consensus shall identify in writing the specific suggestions or improvement plan immediately following the Future Status Recommendation on the Tenure Track Faculty Evaluation Summary Observation Report Form.

- B. In Year 2, the Status Recommendation process is the same, except the recommendation shall be for a two-year contract (for Years 3 and 4).
  - C. In Year 4, the Team shall recommend granting of tenure or discontinuance.
- (iii) The recommendation each year must logically follow from the evaluation documents. If the Team is split regarding Future Status Employment Recommendation and cannot reach consensus regarding continuance versus discontinuance, the College President shall meet with the entire Team to discuss the evaluatee. The College President will then meet with the evaluatee, after which she/he will determine the final Future Employment Status Recommendation.
- (iv) Finally, the Team shall meet with the evaluatee to discuss the Summary Report. The evaluatee will be encouraged to participate actively in this discussion, and contribute to her/his section of the summary evaluation. The evaluatee may also submit a written response to the Team's recommendation to the Chair, who shall forward the response to the Dean and the appropriate Vice President. The response shall be included as part of the evaluation.

The Chair will deliver a complete copy of all materials to the Dean, the appropriate Vice President, and the evaluatee, no later than the end of the third week of the Spring semester.

The process shall then be considered complete.

- (g) Additional Administrative Review. The Vice President, after reviewing the file, will recommend to the President of the College continuance of employment, with or without specific recommendations for improvement, or discontinuance of employment. The President will rely primarily on the advice of the evaluation Team when making a recommendation to the Chancellor. If an Administrator disagrees with the Team's recommendation, that Administrator will meet with the Team to discuss the disagreement. The Team's recommendation is to be included in writing when the recommendation is presented to the Board of Trustees. That Administrator shall also

meet with the evaluatee to explain the change in recommendation.

- (h) Guidelines for Preparing a Tenure Track Faculty Improvement Plan.
  - (i) If a tenure-track faculty member has the need for an improvement plan noted on his/her Tenure Track Evaluations Summary Report, the Tenure Track Committee shall be responsible for preparing an improvement plan designed to assist that Faculty Member to advance in the tenure review process.
  - (ii) The improvement plan must be in writing, signed by the Committee Chair or a majority of the Committee, and agreed upon by the tenure track Faculty Member.
  - (iii) The improvement plan must contain the following elements:
    - A. A specific reference to the Faculty Evaluation Report element(s) where improvement is needed
    - B. A detailed description of the performance to be improved, including descriptions of the current and desired performance
    - C. Measurable or clearly discernible objective criteria by which to measure improvement
    - D. A timeline or milestones (dates or outcomes) for assessing progress
    - E. Identified resources available, or which will be made available, to assist the tenure track Faculty Member in his/her efforts to improve.
  - (iv) Failure to satisfactorily complete an agreed-upon improvement plan shall be considered in the decision to advance/not advance the tenure track Faculty Member in the following year.
- (i) Accelerated Tenure Review. Before March 15 of the second year of evaluation, for compelling reasons, the Team may also request that the granting of tenure be considered by the Accelerated Tenure Review Committee.
  - (i) The Accelerated Tenure Review Committee, comprised of the following tenured Faculty Members and the appropriate Vice President shall be convened to review and consider the Tenure Review Committee recommendation:
    - A. One (1) CFE appointment, not from the evaluatee's instructional unit;
    - B. One (1) Academic Senate President or designee from the evaluatee's college, but not from the evaluatee's instructional unit;
    - C. Two (2) Academic Senate appointees from the other two Colleges in the District, preferably from the evaluatee's discipline;
    - D. One (1) Vice President from the evaluatee's College.
  - (ii) The committee shall, if unanimous, recommend to the President of the College that the contract probationary Faculty Member receive tenure as a regular Faculty Member.
  - (iii) The President shall either recommend to the Chancellor the decision of the special committee or return the recommendation to the special committee and a copy to the Tenure Review Committee and the probationary employee, with the reason(s) for not accepting the recommendation for accelerated tenure. If the Chancellor accepts the President's recommendation, the probationary employee's name shall be submitted to the Board of Trustees for approval.

- (iv) The decision of the Accelerated Tenure Review Committee, President, Chancellor, and Board of Trustees is final and not subject to any appeal.
- (j) Option of Mentoring.
  - (i) Introduction: Every new Faculty Member is encouraged to have a mentor. Mentoring is a formal or informal process outside of the tenure review committee.
  - (ii) Definition: A mentor is one who offers guidance, wisdom, experience, and encouragement, one who explores and supports teaching and learning with new colleagues. A mentor is not supervisory, nor evaluative, but is willing to explore tough questions about practical professional life. A mentor communicates, not only where and how to get things done—the written laws and how to get copies—but also explains the unwritten rules about how we function at the Coast Community College District: the political circumstances in which decisions get made, the diverse campus cultures and values, and our unspoken expectations. Mentoring is a voluntary relationship for all parties.
  - (iii) Qualifications: Qualifications include credibility with colleagues, the respect of staff, and expertise in his/her field of knowledge. The mentor must be willing to listen actively to the new faculty's goals, questions, and concerns. A mentor must be willing to be a primary relationship for new faculty and possess a desire to help, to build confidence, to encourage risk taking and progressive pedagogy, and to be a role model who isn't looking for a clone.
  - (iv) Professional Development Salary Advancement Credits: There are salary advancement credits available through the Institute of Professional Development/Professional Development Institute (IPD/PDI). See the Institute of Professional Development/Professional Development Institute in Article XXI for more details. Additionally, there may be an organized program of activities or meetings at each College, as well.
  - (v) Selection: A mentor must not be a member of the new faculty's tenure/evaluation Team, but it may be desirable that a mentor be from the original hiring committee. Nonetheless, a mentor may come from within the department, the division, or even be a respected Faculty Member from an entirely different division. The new Faculty Member may find the mentor on his/her own or ask for assistance from the Academic Senate; however, the mentor *must* be chosen by the new Faculty Member. The Academic Senate of each College will determine its procedure for how it will assist new faculty in finding a mentor if that Faculty Member so chooses. The mentor/mentee relationship is of a confidential nature and the mentor has the responsibility of maintaining this confidentiality.
- (k) Due Process and Grievance.
  - (i) Allegations that the Community College District in a decision to reappoint a probationary employee violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances.
  - (ii) Allegations that the Community College District, in a decision to grant tenure, made a negative decision that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied, any of its policies and procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances. Technical violations of the procedures and timelines that do not substantively relate to the outcome of the tenure recommendation shall not



be sufficient to overcome the District's decision.

*Education Code, Section 87610.1. See Also, Article XV. Due Process.*

**Section 8.6. Evaluation of REGULAR Faculty Members.** (See Section 8.6.k. for faculty on special assignment)

**Section 8.6.a.** Evaluation Frequency. Every three (3) years each Regular Faculty Member will be evaluated by an evaluation panel of peers. The evaluation will be based on activities and observations since the last evaluation.

**Section 8.6.b.** Panel Selection. The team will be convened by the designated Administrator from the full-time faculty. The Panel shall consist of one (1) Regular Faculty Member selected by the evaluatee and one (1) Regular Faculty Member appointed by the designated Administrator from a list of three (3) candidates submitted by the evaluatee from the evaluatee's instructional unit or related discipline, and this person will act as chairperson of the Panel. Where there are not sufficient instructional unit members, names of Regular Faculty Members from other disciplines may be submitted. Non-discipline Faculty Members should possess one or more of the following qualifications: former assignment to the evaluatee's discipline, current assignment to a related discipline; possessing other professional qualification(s) related to the evaluatee's discipline. The Panel selection shall be completed at least two months before the evaluation report is due to the Vice President of Instruction or Student Services, as appropriate.

**Section 8.6.c.** Student Survey. A student survey shall be conducted by the peer Panel during the semester of evaluation. At least two classes will be surveyed. The evaluatee will have the right to designate one of the classes to be surveyed. The survey form appended in Appendix B of this Agreement will be used. (For distribution of student surveys for Counselors and Librarians see Section 8.7.) Narrative comments will be provided to the evaluatee after student grades have been issued, during the first week of the following semester. Documents will be maintained confidentially and securely in an appropriate location outside of the faculty member's assigned division office. The compilation of the student opinions (Section 8.6.a) will be reflected in the evaluation report by the peer panel and forwarded to the evaluatee and the administrator.

**Section 8.6.d.** Administrative Evaluation. The immediate administrator shall complete the Administrator's Faculty Evaluation Report (see Appendix B), and submit it to the evaluation panel, and/or may request an oral interview with the Panel. The report shall be reviewed by the evaluation Panel. After four (4) years, at the request of the Faculty Member, the administrative evaluation shall be removed from the District personnel file unless the Faculty Member is currently involved in a continued or augmented evaluation process.

**Section 8.6.e.** Panel Observation or Self-Evaluation. Each Panel member shall evaluate the evaluatee with one (1) of the following methods (selected by the evaluatee).

- (1) Panel Observation. Each Panel member shall make a formal instructional observation visit of the evaluatee between the time the team is impaneled and the writing of the evaluation report. The evaluatee shall recommend the class(es) to be observed and the Panel shall attempt to visit those selected.

For on-site classes, evaluator will consult with the evaluatee before choosing an appropriate date or range of dates for the observation. The evaluatee will provide the evaluator with any relevant documentation or information for the lesson being observed. The evaluator shall make at least a one academic hour observation of the onsite class.

For online courses, the evaluator will consult with the evaluatee before choosing an appropriate date or range of dates for the virtual observation. The evaluator will be given access to all relevant components of the course so that they may properly gauge the student experience in the virtual classroom and the level of regular and substantive contact

between the students and the instructor. The evaluatee will also provide the evaluator with any other relevant documentation or information for the course being observed in order to complete the required evaluation forms. The evaluator shall make at least a one academic hour observation of the virtual class. For hybrid courses, each evaluator may employ either onsite or online evaluation methods.

The evaluator will complete the appropriate form as indicated in Appendix B.

- (2) Self-Evaluation. If a self-evaluation method is chosen, the evaluatee shall submit to the Panel the self-evaluation form in Appendix B plus any other materials deemed appropriate by the evaluatee. The Panel retains the right to go into the classroom for an observation if a self-evaluation method is chosen.

**Section 8.6.f.** Evaluation Conference. The Panel chairperson will schedule an evaluation conference to include both members of the panel and the evaluatee before the Panel submits its evaluation report.

**Section 8.6.g.** Evaluation Report. Following the conference, the Panel chairperson will submit to the immediate supervisor and the evaluatee an evaluation report, including the complete file of the evaluation (observation reports or self-evaluation, Faculty Evaluation Summary Report, administrator's report, and a reflection of the student survey compilation). In response to the evaluation report, the evaluatee may submit a written, signed statement, which will be attached to the report. The immediate administrator shall then submit the report to the Vice President of Instruction or Student Services, as appropriate, by December or May of the evaluation semester unless the Vice President and the evaluatee consent to a later time. The report, by unanimous vote, shall recommend to the Vice President a finding of satisfactory performance or continued evaluation as provided in Section 8.6.h. If the Panel cannot come to a unanimous agreement, the evaluatee will be considered to be in need of Continued Evaluation.

**Section 8.6.h.** Continued Evaluation. If a Faculty Member is recommended for Continued Evaluation, the evaluation Panel will be retained for this purpose. The Panel will create an Performance Improvement Plan (Appendix XX) containing the elements described in Section 8.4.g and work with the Faculty Member for the semester following the one in which the rating was assigned. The Panel will assist the evaluatee in improving in areas that led to the finding of continued evaluation, or recommend a mentoring process. The Panel will submit a new evaluation report and recommendation to the Vice President of Instruction or Student Services, as appropriate, by the date of the appropriate semester as specified in Section 8.6.g.. In response to the report, the evaluatee may submit to the Vice President a written, signed statement which will be attached to the report. The Vice President, after reviewing the new evaluation report and recommendation with the Panel, will change the rating to satisfactory, or in the event the Panel again finds the evaluatee's performance unsatisfactory, an Augmented Evaluation will be initiated.

**Section 8.6.i.** Augmented Evaluation. If the Faculty Member is evaluated as requiring Augmented Evaluation, as provided in Section 8.6.h., an Augmented Evaluation Committee will be selected. The Panel shall include the Vice President of Instruction or Student Services, as appropriate, who will chair the Panel, another administrator selected by the evaluatee from a list of three (3) submitted by the Vice President. The three (3) Faculty Members shall be appointed by the Vice President from a list of seven (7) Regular Faculty Members (a majority of whom, whenever possible, are from the evaluatee's Instructional Unit) submitted by the evaluatee to the Vice President. The Panel may conduct appropriate observations of the evaluatee, hold conferences with the evaluatee, and examine other relevant materials. After reviewing the file, the Panel will develop a program of instructional remediation that will lead to a resolution of the problem. The Panel will establish reasonable time constraints for the remediation process. The Faculty Member will sign the final plan and indicate in writing acceptance of and/or reservations regarding it.

**Section 8.6.j.** Augmented Evaluation Report. After the evaluatee has completed the remediation program, the Panel will prepare a written report, a copy of which will be provided to the evaluatee,

who may file a written, signed statement, which shall become a part of the report. Each Panel member will sign the report. The chairperson of the Panel shall forward the report to the President, who shall change the rating to satisfactory or recommend to the Vice Chancellor for Human Resources further disposition, as recommended by the Panel.

**Section 8.6.k. Evaluation of Faculty on Special Assignment.**

- (1) A tenured Faculty Member on special assignment to non-instructional duties for fifty percent or more of a regular contract teaching load shall be evaluated only in the performance of those duties on the regular schedule.
- (2) The evaluation of the Faculty Member's performance of the special assignment shall be the same as Regular faculty but limited to a self-evaluation (form found in Appendix B).
- (3) In the event that a Categorical Faculty Member has 50% or more special assignment, a self-evaluation may be utilized by the Faculty Member using the self-evaluation form found in Appendix B. The Panel retains the right to go into the classroom for an observation if a self-evaluation method is chosen.

**Section 8.7. Student Survey Distribution for Counselors and Librarians.**

Student surveys for Counselors and Librarians will be distributed to students, following services, for 4 weeks during the semester of evaluation. If less than 20 survey responses are collected within 4 weeks, the survey period will be extended for an additional 2 weeks. Counselor and Librarian evaluatees will have the option to choose one of the services that they will be surveyed on (except for tenure track evaluatees who shall have their services for survey selected by the tenure review committee). Student opinions shall be included as part of the evaluation materials.

**Section 8.8. Reports.** Records and reports of the evaluation procedure will be retained in the Faculty Member's personnel file.

**Section 8.9. Evaluation Participation.** Any Faculty Member who is undergoing Continued or Augmented Evaluation shall not be eligible to serve on any evaluation panel or Augmented Evaluation Committee until the Faculty Member's evaluation is concluded as satisfactory.

**Section 8.10. Evaluation Procedures Committee.** An Evaluation Procedures Committee of six (6) persons, three (3) appointed by the District and three (3) appointed by the Federation, will review and recommend a student survey form for Counselors and Librarians, as well as special assignment instructors. This committee will also recommend to the District and the Federation any changes in the evaluation procedures.

**Section 8.11. Instructional Units.** For the purpose of this Article, "instructional unit" shall mean an organizational unit of each College for instructional and other educational purposes. If any College changes its instructional units, it shall provide the President of the Federation with at least fifteen (15) days' notice of any such intended change.

**ARTICLE IX. PROFESSIONAL SECURITY.**

**Section 9.1. Regular and Contract Faculty Members.** Any action to dismiss, suspend, or lay off Regular or Contract Faculty Members shall be governed by applicable provisions of the California Education Code.

**Section 9.2. Temporary and Categorical Faculty Members.**

**Section 9.2.a.** Bargaining unit employees who are Temporary or Categorical Faculty Members shall not be dismissed or suspended without just cause during the term of their contract.

**Section 9.2.b.** In the event of a need for reduction in faculty personnel, the District, after giving due consideration in accordance with the Education Code to the retention of Regular and Contract Faculty Members, shall make every reasonable effort to retain Faculty Members in the bargaining unit who are not Contract or Regular Faculty Members.

**Section 9.3. Reprimands.** No formal written reprimand will be administered by the District to a Faculty Member without good and sufficient reason. Prior to formal action on a complaint, the responsible Administrator shall meet with the Faculty Member to attempt an informal resolution of the matter. Before administering a formal reprimand, the Faculty Member shall be provided a written statement of the alleged facts on which the proposed reprimand is based, and shall be provided no less than ten (10) working days to respond to the allegations. The reprimand shall be kept confidential unless the Faculty Member first waives that confidentiality. See Article XV.

**Section 9.4. Program Review.** When any program of any College is placed under review to determine possible curtailment or termination of that program, the District shall notify the Federation. The Federation shall have the right to representation on any committee, including "further review," task force, or other group which is carrying out a program review for the above purposes.

## **X. ACADEMIC RELATIONS.**

### **Section 10.1. College Curriculum Committees.**

**Section 10.1.a.** Each College will establish a Curriculum Committee, through the Academic Senate, to study matters concerning the curriculum and to make recommendations to the Board of Trustees or designee. The committee will review proposals, developed under guidelines established by the Curriculum Committee and approved by the Academic Senate, from the various disciplines of the College, as well as from individual Faculty Members. Other curriculum issues may be addressed by the Curriculum Committee.

**Section 10.1.b.** Faculty Members shall be elected by a process determined by the Academic Senate. The Faculty Members in each instructional unit (as identified by the Academic Senate) will elect a representative from their respective instructional units to serve on the Curriculum Committee. The Academic Senates may provide for the election of Faculty Members at-large. The elected Faculty Members will serve staggered terms of no less than two (2) years, nor more than four (4) years, to provide continuity to the work of the committee. A Faculty Member may be re-elected for subsequent terms. Provision may be made by the Academic Senate for the selection and appointment of other appropriate persons to serve on the committee, provided that the majority of voting members of the committee are elected Faculty Members.

**Section 10.1.c.** The committee, with the consent of the Academic Senate, will determine its own rules and procedures for performing the tasks outlined in this Section.

**Section 10.2. Textbook Selection.** Individual Faculty Members have the responsibility of evaluating and selecting textbooks and related materials in any courses they are assigned to teach and shall make the selection in accordance with the Course Outline of Record and faculty departmental procedures.

### **Section 10.3. Department Chairs.**

**Section 10.3.a.** The District may utilize Faculty Members as department chairs in positions that provide faculty representation and administrative assistance within an instructional unit as identified and determined by the responsible Administrator. If the District determines to maintain any division chairperson, instructional coordinator, or subject matter specialist positions, or determines to establish other positions of a similar nature during the term of this Agreement, it shall request the Academic Senate to announce and conduct an election.

**Section 10.3.b.** Faculty Members who have held fifty (50%) percent or more of their assignments in that instructional unit for at least two (2) semesters within the six (6) semesters preceding the

election, including the current semester, are eligible to serve as department chairs. Acceptance of any such position is voluntary on the part of the Faculty Member.

**Section 10.3.c. Position Duties.** Prior to delivering to the Academic Senate a request of an election, the Dean shall distribute to all Faculty Members in the instructional unit a list of the primary administrative duties required. That announcement shall include the released time and/or additional compensation to be provided for the performance of those duties (Section 11.17). The department chair shall have the responsibility to present the various views and concerns of the faculty to the Dean.

**Section 10.3.d. Election procedures of candidates.**

- (1) The election shall be held during the spring semester for positions beginning in the following academic year.
- (2) The election shall be conducted by the Academic Senate.
- (3) Nominations shall be submitted in writing by instructional unit faculty to the Senate. There shall be at least a five-working-day period between nominations and elections.
- (4) Voting shall be by written or electronic secret ballot, as determined by each College's Academic Senate. Voting eligibility shall be determined by the respective Academic Senate. All ballots shall list the names of announced candidates in random order, and shall provide a space for a "write-in" candidate's name. In the event of only one Faculty Member appearing on the ballot for the position, there shall be no space for write-in candidates and the ballot shall simply state: "Should \_\_\_ serve as department chair: Yes\_\_ No\_\_ ." A simple majority of those voting shall determine the name of the person to be submitted to the Dean. If the unopposed candidate does not receive an affirmative majority of those votes cast, the Academic Senate will arrange for another nomination and election to fill the position.
- (5) No majority vote (but without a tie). If no candidate receives a simple majority of the votes cast, in the absence of a tie vote the Academic Senate shall conduct a run-off election between the two leading candidates. The same Faculty Members shall be eligible to vote in the run-off election as were eligible to vote in the first election.
- (6) Tie vote. In the event that the Academic Senate determines that two or more leading candidates have received the identical number of votes for department chair, a second election shall be held in which all eligible Faculty Members in that division shall vote. The name of the candidate receiving a simple majority shall be submitted to the Dean.
  - (a) If the second election by the division faculty also results in a tie vote, the names of those candidates receiving the identical number of votes shall be submitted to the Dean.
  - (b) The Dean may recommend one of the names submitted by the Academic Senate to the appropriate Vice President for concurrence.
- (7) The Dean may recommend the candidate to the appropriate Vice President or, if the candidate is not acceptable to the Dean and the appropriate Vice President concurs, the reasons for the unacceptability shall be given to the candidate in writing, in confidence. The candidate may consent to reveal such reasons to the department faculty. Another election would be conducted for another candidate to serve.

**Section 10.3.e. Evaluation of department chairs.**

- (1) Each department chair shall be evaluated once during the second semester in the position,

and the fourth semester at the request of 30% the faculty or the Dean. Faculty requests for evaluation shall be submitted to the President of the Academic Senate.

- (2) The purpose of the department chair evaluation is to produce a result that will modify, correct and/or strengthen the department chair's performance in the position.
- (3) The performance reports (Appendix B), prepared by the Faculty Members and Dean will be collected by the Dean who will review the reports and present the reports to the department chair with an accompanying written summary of the reports. The summary will be written by the Dean. The reports and the summary will be retained by the department chair and the Dean may retain copies of the report and summary which he or she has prepared. The latter copies retained by the Dean shall not be used to affect the department Chair's current or future assignment(s) or Article VIII evaluations.
- (4) The department chair may make written comments and responses to the reports and the summary. This written response will be attached to a copy of the summary and retained by the Dean.
- (5) Only at the request of the department chair, the evaluation summary shall be placed in his/her District personnel file.

#### **Section 10.3.f. Terms of Service.**

- (1) The department chair shall be elected for a term no less than one (1) semester, nor more than four (4) semesters and may be reelected for additional terms.
- (2) In cases where removal may be necessary:
  - (a) After one (1) full semester, the Dean may require an individual to cease serving as department chair before that individual's term has been completed. The reasons for such removal shall be given in writing to the department chair, in confidence, who may consent to reveal such reasons to the department faculty. Such removal shall be subject to the appropriate Vice President's approval.
  - (b) After one (1) full semester, if the majority of the faculty submits a signed recall petition to the Academic Senate, the Academic Senate shall conduct a recall vote within two (2) weeks of receipt of the petition.
    - (i) The ballot shall simply state: "Should \_\_\_\_\_continue to serve as department chair: Yes\_\_No\_\_." Voting shall be by written, electronic, or secret ballot. Ballots shall then be counted by two members of the Academic Senate selected from among the Senators of other instructional units. The selected Senators shall announce the results to the instructional unit faculty, and also post the results.
    - (ii) If a simple majority of all eligible voting instructional unit faculty vote "No," the department chair will be removed from office. The Unit Senator will then arrange for another election to fill the position.
    - (iii) No reference to the recall will be placed in the department chair regularly cycled evaluation nor the Faculty Member's District Personnel File. The official tally of the ballot count shall be retained by the Academic Senate. All other written material relating to the above process must be destroyed ten (10) working days after the recall vote, unless the Academic Senate determines their further retention is necessary to resolve a dispute over the recall election.

#### **Section 10.3.g Vacancies.**

- (1) The filling of a vacant department chair position shall be in accordance with Section 10.3.d.2-5, above.
- (2) For good cause, the Academic Senate may conduct an election at another time than provided in Section 10.3.d.1. The term of service shall commence immediately, but not continue beyond the succeeding academic year.

## **ARTICLE XI. HOURS OF SERVICE.**

### **Section 11.1. Standard Work Week and Work Day.**

#### **Section 11.1.a. Work Week.**

- (1) The standard work week shall comprise 40 hours of professional activities on and off campus, including, but not limited to, instructional assignments, regular librarian and counselor assignments, preparation for such assignments, evaluation of student performance, participation in student and faculty committee assignments, professional and educational development, curriculum development, maintenance of office hours, participation in consultations with students, and assisting in the conduct of student performances.

Full-time faculty are required to be actively engaged in activities related to student preparation and success. Institutional and departmental planning are critical to the role of full-time faculty and primarily require an on-site presence.

- (2) The standard work week shall be Monday through Friday. If a Faculty Member voluntarily accepts an assignment on Saturday and/or Sunday, such Faculty Member shall not be assigned duties on the weekday(s) of the Faculty Member's choosing with approval of the designated administrator. In no case will the Faculty Member be compelled to work more than five days per week.
- (3) In addition to their regularly scheduled assignments, Faculty Members will post and maintain at least four office hours per week. Two office hours may be virtual with the approval of the Faculty Member's supervisor.

If 7.5 LHE or more of the Faculty Member's regular load is 100% online, three office hours per week may be virtual if approved by the Faculty Member's supervisor. The administrator shall not arbitrarily disregard the request. If the Faculty Member is denied the three hours per week, upon request, the administrator will provide the reasons in writing to the Faculty Member with a copy to the Federation. Faculty Members whose assigned hours are, exclusive of voluntary overload, 20 hours per week or more shall be given credit for two office hours toward their four office hour obligation. The requirement for office hours shall be reduced proportionally for Contract and Regular Faculty Members working less than 100% contract.

Part-Time Faculty Members are exempt from office hour obligations set forth herein, but may receive compensation for office hours in accordance with the provisions of Section 13.17.c.

Faculty Members shall notify their students and division office of their on-site office hours and their appropriate contact information for virtual hours. With reasonable notice to their students and division office, Faculty Members may modify their schedule of office hours. Faculty Members making permanent changes in office hours shall notify their division office. All Faculty Members shall also be reasonably available to students by appointment and shall notify students of such availability.

- (4) Faculty Members who have less than 20 hours per week of required posted office hours

and scheduled classes, exclusive of overload, shall serve on at least one College/District committee or student advisory group each semester. Assignments to Federation and/or Senate committees dealing with College/District matters will meet this requirement.

(5) There shall be no discrete final exam week with the 16 week semester.

**Section 11.1.b. Work Day.** The standard workday will be completed within nine (9) consecutive hours with no more than a five-(5) hour break between scheduled classes in a single day. Unless approved by the Faculty Member, at least twelve hours shall elapse between the end of the last duty assignment on one day and the beginning of the first duty assignment on the following day, except for duty assignments designated as overload.

**Section 11.1.c.** The guidelines outlined in Sections 11.1.a.3. and 1.b. of this Article may be modified, as appropriate, upon the Faculty Member's request and the designated Administrator's approval. Such modifications may also be made by the designated Administrator, with the approval of the appropriate Vice President if the needs of the instructional program so dictate. If approval is withheld, the Faculty Member, upon request, shall be furnished an explanation in writing of the reason(s) for the decision.

**Section 11.1.d.** Modification of the work year for individual Faculty positions must be negotiated between the District and the Federation.

## **Section 11.2. Class Hour.**

**Section 11.2.a. Class Hour/Clock Hour.** The class hour is the basic unit of attendance for computing full-time equivalent student (FTES). It is a period of not less than fifty (50) minutes of scheduled instruction and/or examination and ten (10) minutes of passing/break time. A class hour is also known as a "contact hour".

**Section 11.2.b. Multiple Class Hour.** A multiple class hour is any period of instruction scheduled continuously for more than one clock hour (sixty (60) minutes) but for ninety-five minutes or less with no break. A Faculty Member may schedule up to ten minutes of break time for each class hour when combined with multiple-hour class time.

## **Section 11.3. Annual Work Load.**

**Section 11.3.a.** The annual work load for Faculty Members, except as otherwise provided in this Agreement, shall be thirty (30) lecture hour equivalencies. The number of lecture hour equivalencies taught each semester may vary as long as thirty (30) lecture hour equivalencies are completed within the academic year. At the Faculty Member's choice, in lieu of additional compensation, Faculty Members may use all or a portion of overload or summer/intersession assignments to achieve the annual workload obligation of 30 LHE. Summer assignments used to meet the 30 LHE obligation shall be applied to the academic year immediately following that summer assignment.

**Section 11.3.b.** Overload compensation will be paid for any assignment in excess of fifteen (15) lecture hour equivalencies, unless the excess is to accommodate a thirty (30) semester hour combination when both semesters are taken into consideration. For the compressed calendar the total compensable overload hours for a given assignment shall be weighted in terms of the loading factors set forth in Section 11.4 and shall be calculated as though the class were to meet for 18 weeks (e.g., for an overload assignment of 3 non-lecture hours per week, total compensable overload hours = 3 hours/week x .9 load factor x 18 weeks = 40.5 hours). The result shall be multiplied by the overload rate (e.g. 40.5 X overload rate = total overload compensation paid to Faculty Member). The latter result shall be the compensation for that sixteen (16) week assignment irrespective of any holidays.

**Section 11.3.c.** The District may assign an overload of up to one (1) lecture hour equivalency per



semester with a maximum of two (2) per academic year in order to attempt to meet the requirements of Section 11.3.a. Overload assignments in excess of one (1) lecture hour equivalency in one semester or two (2) lecture hour equivalencies in an academic year are voluntary.

**Section 11.3.d.** Overload assignments (District assigned or voluntary) may not exceed six and eight tenths (6.8) lecture hour equivalencies in any semester unless agreed upon by the Faculty Member and approved by the appropriate Vice President.

**Section 11.3.e. Overload Banking Program.**

**(1) General Provisions.**

- (a) A Faculty Member may bank overload credit (including Fall/Spring semester overload, summer session, winter intersession, and department chair assignments paid by stipend) in the following way: Rather than accepting remuneration for overload assignment, he/she may elect to take a semester of paid leave after sufficient overload has been banked.
- (b) Full-time tenure-track and full-time tenured Faculty Members are eligible to earn and bank overload credit. Only tenured full-time Faculty Members are eligible to redeem banked overload credit.
- (c) Up to 3 LHE per term (semester or session) may be banked.
- (d) Other than set forth in this Article, there are no restrictions on the use of banked leave time; it may be used for professional or personal reasons. A Faculty Member on banked leave shall be paid and earn benefits as though he/she were working his/her regular contract assignment.
- (e) The time on banked leave shall count toward retirement and as service to the District for purposes of advancement on the salary schedule and the time on banked leave shall count toward sabbatical eligibility.

**(2) Implementation of Banked Leave.**

- (a) The total amount of accumulated banked time for an individual shall not exceed 15 LHE. Once a Faculty Member has banked 15 LHE, any additional overload worked prior to the banked leave being taken shall be paid at the current contractual rate, unless the Faculty Member's leave request has been postponed by the District, in which case accrued overload may be banked above 15 LHE until the postponed banked leave has been taken.
- (b) A Faculty Member may take a banked leave once every eight semesters.
- (c) The application to use banked credit for leave must be submitted to the Division Dean no later than the Monday of the third week of instruction of the fall term for a leave commencing the subsequent spring, or the Monday of the third week of instruction of the spring term for a leave commencing the subsequent fall. The request must be approved or denied by the Dean and the appropriate Vice President, and the Faculty Member informed of this decision no later than the end of the eighth week of the semester the application was submitted.
- (d) Every effort shall be made to accommodate a Faculty Member's request for a banked leave; however, it is recognized that a banked leave may be postponed under circumstances in which the absence of the Faculty Member would jeopardize the educational program. The Dean shall put in writing any postponement of the request for a banked leave. A requested banked leave can be postponed by the District for no

more than one academic year.

- (e) When two or more Faculty Members from the same department or area apply to schedule banked leave and both/all cannot be accommodated, those Faculty Members who have not previously taken banked leave shall have priority in order of seniority. The remaining faculty will be given priority the following semester.
- (f) To ensure the stability of a program, department, or College, the Faculty Member requesting banked leave may be requested to work with the department chair and Division Dean to arrange for appropriate substitute coverage.
- (g) If a banked leave is taken in a semester adjoining a semester in which the Faculty Member is taking a sabbatical leave, the combined leave shall not exceed two consecutive semesters.
- (h) Any Faculty Member who has accumulated banked overload credit through the Spring 2011 semester shall have that overload credit made subject to these provisions.

**(3) Cashing Out Banked Overload Credit.**

- (a) Once a Faculty Member has made an irrevocable election for workload banking, the Faculty Member shall not be entitled to be paid for accumulated banked overload credit (cashing out) except under one of the following circumstances:
  - 1. Retirement;
  - 2. medical disability as defined in Internal Revenue Code, Section 72 (m) (7);
  - 3. termination (dismissal for cause), or release from probationary status;
  - 4. compelling financial reasons (subject to approval by the Vice Chancellor of Human Resources);
  - 5. death.
- (b) When a Faculty Member is cashed out, the rate of pay shall be at the contractual rate of pay at the time the banked overload credit was earned. Cashing out of accumulated banked overload credit shall only be for the entire accumulated banked overload credit. All such requests authorized by the District shall be paid within 30 days.

**Section 11.4. Loading Factors.** Course Outline of Record. The course outline of record identifies the lecture and non-lecture elements of each course and will be used for the purpose of determining the **load distribution** for each course.

**Section 11.4.a. Lecture Hour.** A lecture hour is an hour of class time primarily devoted to lecture and is loaded at a one to one (1:1) load factor.

**Section 11.4.b. Non-lecture Hour.** A non-lecture hour is defined in terms of proportional lecture hour. Non-lecture hour assignments are weighted in terms of lecture hour equivalencies as .9 for all non-lecture assignments as identified in the official course outline of record.

**Section 11.4.c. Large Classes.** Large classes shall be defined as those having enrollment of more than 54 students. The following conditions apply:

- (1) Large classes must be pre-approved and scheduled by the Dean.
- (2) Faculty Member preferences will be taken into consideration in making such assignments.
- (3) The workload shall be determined by the enrollment at census date of that class.
- (4) During summer school and intersession, the workload shall be determined by the

enrollment of a class when 20% of the total class hours have been completed or at census, whichever comes first. Compensation for full-time instructors shall be at the rate of 1/1000<sup>th</sup> for lecture and non-lecture teaching assignments, with hours of instruction weighted according to the loading factors set forth in this Section.

(5) The credited lecture equivalencies for large classes shall be as follows:

- (a) 55-84 students = 1.50 times lecture hour equivalents.
- (b) 85-129 students = 1.75 times lecture hour equivalents.
- (c) 130-239 students = 2.00 times lecture hour equivalents.
- (d) 240-359 students = 2.50 times lecture hour equivalents.
- (e) 360-479 students = 3.00 times lecture hour equivalents.
- (f) 480-599 students = 3.50 times lecture hour equivalents.
- (g) 600-719 students = 4.00 times lecture hour equivalents.
- (h) 720-839 students = 4.50 times lecture hour equivalents.
- (i) 840 or more students = 5.00 times lecture hour equivalents.

#### **Section 11.5. Categorically Funded Positions.**

**Section 11.5.a.** Faculty Members initially employed in categorically-funded positions shall be governed by the requirements of Education Code Section 87470 in their employment relations with the District.

- (1) Such Faculty Members shall be entitled to the rights and protection guaranteed by the Agreement except as otherwise indicated.
- (2) The District will compensate (salary and fringe benefits) such Faculty Members in accordance with the salary schedule and benefits package outlined in this Agreement.

**Section 11.5.b.** Contract and Regular Faculty Members may be assigned to categorically-funded positions provided there is no increase in work load above that which would be assigned to any non-categorically-funded employee performing the same tasks. (Salary and benefits to remain unaffected.)

**Section 11.5.c.** No Contract or Regular Faculty Member will be transferred or assigned to a categorically-funded program without that Faculty Member's consent if the program in question requires an additional work load which is in excess of that which would normally be expected of a non-categorically-funded employee. (Exception: such a Contract or Regular Faculty Member may be transferred to a position of this nature in order to avoid layoff of that Faculty Member.)

**Section 11.5.d.** Contract and Regular Faculty Members in layoff status may be recalled to categorically-funded positions on a temporary basis and may be assigned in accordance with the compensation and work load requirements agreed to by the District and the outside agency. Faculty Members in layoff status will have the opportunity of first refusal in such cases.

**Section 11.5.e.** Faculty Members in categorically funded positions whose first employment with the District is for less than one (1) semester shall, for that period of employment, be evaluated as if they were first year contract employees if the designated administrator deems evaluation necessary. The evaluation(s) shall be concluded before their contract has elapsed.

#### **Section 11.5.f. Affiliated Faculty Instructors (AFIs).**

- (1) AFI's will be required to participate in all obligations required of full-time faculty as outlined in the existing bargaining agreement.
- (2) Memorial Health Services (or other accredited hospital/health agencies) will assume sole and full responsibility for all compensation, medical benefits, worker's compensation, and all forms of insurance typically provided by the agency employer for AFI's employed by them, while they are working in the District.
- (3) The District will pay the agency fee amount for each AFI annually. The schedule of payment will be on December 1<sup>st</sup> for each academic year of employment.

#### **Section 11.6. Clinical Assignments.**

**Section 11.6.a.** Clinical work experience (non-directed clinical) shall be loaded as (1) lecture hour equivalency for each five (5) students or .20 LHE/student.

**Section 11.6.b.** Medical facilities supervision (directed clinical) shall be loaded as non-lecture hours. Shifts of less than eight (8) hours shall be prorated.

**Section 11.6.c.** For required orientation at clinical sites, the instructor shall be compensated at the contract daily rate or by released time.

**Section 11.6.d.** For required classes running for more than 110 minutes, the Faculty Member shall have a fifteen-minute break after each 110-minute segment.

**Section 11.6.e.** On-site clinical assignments can exceed 9 hours with a maximum of 13 hours on any one day. For shifts exceeding 9 hours, the following conditions will apply:

- (1) Each shift will include a ½-hour paid lunch period and two 15-minute breaks.
- (2) Unless otherwise agreed to by both the Faculty Member and management, at least 12 hours will elapse between the end of the shift and the start of the assignment for the following day.
- (3) The minimum 12-hour period required between the end and start times of successive shifts shall not apply when either shift, or any portion thereof, is designated as an assigned overload.
- (4) Shift assignments will be made taking into consideration both program needs and instructor preference.

#### **Section 11.7. Other Loading Factors.**

**Section 11.7.a. Cooperative Work Experience and Internship Academy.** A Faculty Member teaching cooperative work experience or internship academy will be paid based on five (5) students per lecture hour equivalency (.20 LHE/student).

**Section 11.7.b.** Learning contracts for Independent or Individualized study (i.e. Music 290 and directed study courses with numbers 291, 292, 293, 294, 295) shall be loaded at .5 LHE/student and factored by the non-lecture hour equivalency as weighted in Article 11.4.b.

**Section 11.7.c.** The loading formula for Telecourse Instructors will be as follows: one (1) lecture hour equivalency for each group of up to seventy (70) students. English composition shall be loaded at one half this ratio.

- (1) Telecourse Instructors, who are assigned as part of their regular teaching load, will administer examinations, present review sessions, prepare prescriptive feedback and complete other duties in lieu of the office hour requirement as spelled out in Section 11.1.
- (2) Telecourse Instructors on overload assignment will be paid at the overload rate for each hour of participation in review sessions, the administration of examinations, and any other required duties which cannot be fulfilled during designated carrel hours.

**Section 11.7.d.** The Federation shall be advised of changes in the telecourse delivery system adopted by the District which result in workload increases. Such increases will be subject to negotiations between the Federation and the District.

### **Section 11.8. Counselors.**

**Section 11.8.a.** Counselors. Assignments for full-time counselors shall be 33 hours and 45 minutes per week of counseling activity directly with students, including counseling service which is provided to a student or students, workshops, and individual or group counseling. Counseling assignments for Faculty Members who are also engaged in program-related activities as agreed upon by the unit administrator and counselor shall be part of the assigned hours. Other professional activities shall be performed as set forth in Section 11.1.a. in addition to the assigned hours. Counselors may provide distance-based online synchronous (real time) counseling services, as appropriate, upon Faculty Member's request and designated administrator approval. Such assignments may also be made by the designated administrator with the approval of the Vice President if the needs of the program dictate.

**Section 11.8.b.** Counseling assignments for Faculty Members who are also engaged in instructional activities will be on a proportional basis (including one hour of preparation for each hour of lecture instruction, reducing counseling hours accordingly).

**Section 11.8.c.** The work year for all counselors is 195 days (two semesters plus twenty days). The annual assigned hours are computed as follows: Duty days - Monday through Friday minus negotiated holidays within the Fall and Spring semesters times 6 hours and 45 minutes (6.75 hours), plus 20 days outside of the Fall and Spring semesters times six hours.

- (1) The scheduled days shall occur anytime during the fiscal year, July 1 through June 30. Counselors shall be compensated from the "QQ" salary schedule.
- (2) The 20 additional days outside of the two semesters shall be requested by the counselor for approval by the designated administrator. The administrator shall not arbitrarily disregard such preferences. If mutual agreement is not reached, the administrator shall determine the schedule. At the request of the affected Faculty Member, the administrator will put in writing the reasons for the schedule, and forward the response to the affected Faculty Member with a copy to the Federation. If the Faculty Member is still concerned, he/she may appeal to the appropriate Vice President.
- (3) Counselors may utilize exchange days for assigned days. An exchange day is defined as a duty day in lieu of a scheduled equivalent day. The District has the authority to approve the schedule of work days assigned to counselors within the work year of two semesters plus 20 days and to allow or disallow requests for "exchange days." Counselors may accrue up to 108 hours of exchange time, with the approval of the designated administrator. Exchange days must be used within the fiscal year that they are earned. Exchange days earned prior to July 1, 2020 must be used by June 30, 2022.

### **Section 11.9. Librarians/Tutorial Center Faculty.**

**Section 11.9.a.** Assigned weekly hours for these Faculty Members shall be thirty-three hours and

forty-five minutes (33.75) per week directly with students. Faculty Members who are also assigned classroom teaching will be on a proportional basis (one hour of preparation for each hour of lecture), reducing their hours accordingly. Faculty Members who are also engaged in program related activities except classroom teaching, as agreed upon by the unit administrator and the Faculty Member, shall be part of the assigned hours. Other professional activities shall be performed as defined in Section 11.1.a. , in addition to the assigned hours.

**Section 11.9.b.** The work year for these Faculty Members will be the two-semester academic year, except that they may agree with the designated administrator to exchange academic year contract days for other days.

#### **Section 11.10. Instructor of Record for Self-Paced Mathematics.**

**Section 11.10.a.** Assignments for Self-Paced Mathematics Instructors shall be loaded at (0.75), including service which is provided to students in individual and group settings.

**Section 11.11. Lunch Periods.** Counselors, Librarians, Tutorial Center Faculty and Program Coordinators shall be scheduled for a one-hour (1) lunch period, except that the designated administrator may reduce the lunch period to a period of no less than thirty (30) minutes duration for reasonable cause. The lunch period may be eliminated if requested by the Faculty Member and agreed to by the designated administrator. Health Science Instructors assigned to a Clinical Facility for five (5) hours or more a day will receive a one-half (1/2) hour paid lunch period.

#### **Section 11.12. Athletic Coaches.**

##### **Section 11.12.a. Coaching Assignments.**

Faculty Members who are given coaching assignments will report to the Athletic Director with respect to those assignments. Faculty Members given non-coaching assignments will report to the appropriate division Dean with respect to those assignments.

##### **Section 11.12.b. Loading.**

Faculty Members (50-100% of a full-time load) who are assigned as a head coach of a College-Approved Sport will receive 10 non-lecture hours of assigned time for the coaching duties during the season of sport as defined by the athletic governing body and the College. Such assigned time shall include the hours of class credit for the sport. College-Approved Sports, including coed sports, offered by the College are determined by the California Community College Athletic Association (CCCAA) or another recognized collegiate organization. College-approved sports not recognized the CCCAA or another recognized collegiate organization are determined by the designated administrator at each College and are listed in the College Catalog.

##### **Section 11.12.c.**

If a Faculty Member (50-100% of a full-time load) assigned as a head coach of a College-Approved Sport, with the approval of the designated administrator, schedules practice sessions or athletic contests prior to the beginning of the Fall semester, or during the Winter recess or intersession, or during the Spring recess, such coach will be compensated at the per diem rate set forth in Section 13.10 of this Agreement.

##### **Section 11.12.d. Head Coaching Stipends**

Faculty Members who are assigned as a head to coach of a College-Approved Sport will be paid for their performance of recruitment, budget development, and fundraising activities through an annual stipend for that sport. These duties shall be performed during both in-season and off-season. Compensation for these assignments are set forth in Appendix A-5. Fifty percent of the stipend will be paid in the Fall semester and 50% of the stipend will be paid in the Spring semester.

Head coaching duties and obligations include, but are not limited to, the following:

1. Coordinate and facilitate recruiting, budget development, practice/game management,

- fundraising, community involvement, and coaching staff.
2. Comply with all applicable California Community College Athletic Association ("CCCAA"), and conference, and sport-specific policies, rules, and regulations.
  3. Provide support and encouragement to student athletes.
  4. Ensure the safety and well-being of the student-athletes.
  5. Mentor student-athletes in academics.
  6. Develop community support for the athletic program and assigned sport and fundraising.
  7. Maintain effective and appropriate professional decorum.
  8. Complete the mandatory CCCAA compliance meeting (R2) and exam.
  9. Perform all job-related coaching duties as assigned by the Athletic Director.

**Section 11.12.e. Full-Time Faculty Assistant Coaches.**

Full-time Faculty Members who are not head coaches, but who are assistant coaches, shall be paid the miscellaneous non-instructional rate for four hours if they attend the CCCAA training during the summer.

**Section 11.13. Performance Reassigned Time.** A Faculty Member assigned to direct a performing group as a part of a performing arts course will receive 16-2/3 percentage (or 2.5 LHE) percentage of reassigned time during the semester.

**Section 11.13.a. Forensic Coaching.** The Orange Coast Forensic Team coaching will receive a total of twelve (12) lecture hour equivalencies per semester, to be apportioned among participating Faculty Members by the designated Administrator.

**Section 11.13.b. Dance.** The Orange Coast Rehearsal and Performance course will receive a total of 16-2/3% (or 2.5 LHE) reassigned time to be apportioned among participating Faculty Members by the designated Administrator.

**Section 11.13.c. Other Groups.** Reassigned time for any other performing group will be negotiated between the District and the Federation.

**Section 11.14. Class Size.**

**Section 11.14.a.** The District will establish appropriate minimums for class size. Prior to the first class meeting, a class may be canceled for failure to meet the appropriate minimum class size. Subsequent to the first class meeting, a class that fails to have minimum class size may not be canceled until after the second class meeting or seven (7) days unless mutually agreed upon by the Faculty Member and the designated Administrator.

**Section 11.14.b.** No change in the class size minimums will be made without providing the President of the Federation with at least thirty (30) days written notice. The District shall consult with the Federation, upon request, respecting any such intended change.

**Section 11.14.c.** A Faculty Member assigned to large group instruction against the Faculty Member's wishes will, upon request, be given written explanation on why the assignment was made.

**Section 11.15. Team Teaching.** When the District requires two (2) or more instructors to be present during the same class hour of instruction, each instructor will receive full credit for each hour, provided that when the class is a large lecture class, as defined in Section 11.4.e of this Article, the total lecture hour equivalencies will be divided equally among the instructors engaged in such team teaching with a minimum of one (1) hour being paid each instructor for each class hour.

**Section 11.16. Program Coordinators and Reassigned Time.** In the collegial governance of the District, Faculty play an important leadership role which may sometimes best be facilitated by reassignment from the regular assignment including but not limited to Program Coordinators. When a

Coordinator assignment has a defined term it shall be compensated through reassignment and/or stipend; however, in cases when the Faculty Member has been hired to serve as a Coordinator the term "reassigned time" will not apply since it is the Faculty Member's regular assignment.

When working conditions of reassigned positions are not otherwise covered in the bargaining unit agreement, the Parties shall negotiate those working conditions prior to filling the position.

All activities determined by the District to require reassignment of faculty from their regular assignment shall be fully described in writing and will include the requirements to serve, selection procedures, terms of service, and handling of vacancies. Such assignments may be project based, and are designed to assist managers by coordinating the work flow but not supervising others to accomplish a specific task. Faculty Members shall not be required to accept such assignments. Announcements shall be circulated 20 days prior to filling an assignment. Prior to the announcement of any reassigned position, the administration shall make available to the Academic Senate a list of required duties.

One (1) LHE reassigned time equals two point twenty-five (2.25) hours per week or 36 hours per semester.

Faculty Members on full reassignment for a 16-week semester have thirty-three hours and forty-five minutes (33.75) assigned per week. Faculty Members on full reassignment for an 18-week semester have thirty (30) assigned hours per week. Faculty Members who are also assigned classroom teaching will be on a proportional basis (one hour of preparation for each hour of lecture), reducing their hours accordingly. Other professional activities shall be performed as defined in Section 11.1.a., and are in addition to the assigned hours.

Faculty Members with a two semester contract may agree to work additional days at the contract daily rate, or to exchange academic year contract days for other days with prior approval by the designated administrator.

Reassignments of one (1) academic year or less. The selection process for such assignments shall be made by Management in consultation with the Academic Senate. Should there be a need for the position to continue for more than one academic year the provisions below shall apply:

Reassignments of more than one academic year. The selection process for such assignments shall be made by the Academic Senate in consultation with Management. If the Academic Senate determines that an election would be beneficial, the election shall be conducted in accordance with the same procedures established for department chairs (Section 10.3.d.).

**Section 11.16.a** Regular faculty shall be eligible to serve in such positions. Temporary full-time and non-tenured categorical faculty are eligible to serve up to 30 LHE reassigned time, in any two-year period. Part-time faculty are eligible to serve up to twenty (20) LHE in a Coordinator assignment, in any two-year period. Tenure track faculty are eligible to serve up to a total of 30 LHE during their tenure track period.

The Federation and the District agree to address exceptions to the above language on a case by case basis.

## **Section 11.17. Department Chairs.**

### **Section 11.17.a. Compensation and/or Reassigned Time.**

- (1) The District shall grant reassigned time for those persons elected to serve as department chairs or,
- (2) The District shall pay Faculty Members LHE based stipends to perform the duties of a department chair. Compensation for these assignments is defined annually on the Faculty special rate sheet.



- (3) Combinations of (1) and (2) above are permitted.
- (4) The compensation (reassigned time and/or stipend) to be provided shall be announced by the responsible Administrator after consultation with the division/department faculty and prior to the nomination of candidates to serve as a department chair. (See Article X, Section 10.3.d.3). The compensation and/or reassigned time shall not be diminished during the term of a department chair.
- (5) For every LHE of reassigned time or stipend compensation granted, the department chair shall be assigned no more than thirty-six (36) hours of work per semester.

**Section 11.17.b. Overload Assignments.**

- (1) Faculty Members who receive only reassigned time in accordance with Section 11.17.a.1. above, are entitled to work an overload assignment in accordance with this contract.
- (2) Faculty Members who, in accordance with Section 11.17.a.2. above, receive a stipend for their assignment as department chairs, may work in an overload capacity such that the combination of the department chair stipend and overload assignment does not exceed the guidelines outlined in Section 11.3.d. of this Agreement.

**Section 11.18. Cosmetology**

**Section 11.18.a.** The Golden West College Cosmetology Faculty Members' work schedule shall be 210 days (two semesters plus 35 days) on an 18-week calendar. Compensation for additional duty days beyond the 175-day contract (Schedule AA) for 210-day contract faculty will be prorated in the same way that 195-day (Schedule QQ) contracts are calculated.

**Section 11.18.b. Final Exam Schedule.** At the end of the first nine weeks and second nine weeks of each regular semester:

- (1) Classes on Monday of the ninth week shall meet as normally scheduled, except that the afternoon classes shall be taught by part-time faculty.
- (2) With the exception of the Esthetician courses, classes shall not meet on Tuesday of the ninth week. The Tuesday Esthetician classes shall be taught by part-time faculty.
- (3) Classes shall meet as usual Wednesday through Friday of the ninth week.
- (4) Clients shall not be served on Monday or Tuesday of the ninth week.
- (5) Faculty Members shall meet on Monday afternoon of the ninth week to determine grades for classroom and/or laboratory activities.
- (6) Tuesday of the ninth week shall be set aside for Cosmetology Faculty Members to use in the same manner as faculty of other disciplines use "student free" days during final exam weeks.
- (7) Cosmetology Faculty Members shall not be paid for overload assignments which fall on Monday or Tuesday of the ninth week unless the Faculty Member normally meets that overload class assignment on Monday morning.

**Section 11.19. Academic Senate.** Each Academic Senate shall receive 1.6 FTE released time per academic year. Academic Senate Presidents will receive forty-eight (48) hours of compensation (sixteen hours per month, June, July, and August) at 1/1000th hourly rate for their summer assignment. If the District offers an assignment to the Presidents of the Academic Senate during the summer of any

year, the Federation and the District agree that the hourly compensation shall be the 1/1000 hourly salary in which the President earns during the regular year preceding the year of the assignment. This is would be on a voluntary basis and would not be required. This assignment could be split between the Presidents of each College.

**Section 11.20. Federation President.** The Federation President's work schedule shall be 195 (two semesters plus 20 days). Compensation will be determined by Schedule QQ.

**Section 11.21. Beepers and Cellular Phones.** The District shall not require a Faculty Member to carry a beeper, cellular phone, or radio except while on assigned duties.

## **ARTICLE XII. WORKING CONDITIONS AND DUTIES.**

**Section 12.1. Safety.** The District shall take reasonable steps to provide Faculty Members with safe working conditions, pursuant to the requirements set forth in this Agreement and pertinent provisions of Title 8 of the California Code of Regulations and any other applicable law. Faculty offices and classrooms shall be secured with doors that can be locked from the inside in the event there is an active campus safety threat.

Education, prevention, protection and communication plans for active campus safety threats will be created and disseminated to all faculty by the Colleges and updated regularly. Faculty Members are required to comply with all safety regulations and applicable law. In addition, Faculty Members shall take training as required by law, including training required for their specific discipline.

Each College shall form a Safety Committee which includes an equal number of Administrators, Faculty, Classified Staff, and Students. The Faculty Members shall be appointed by the Academic Senate; however, the Federation shall appoint one of those Faculty representatives in accordance with Section 5.17. Such committee shall make recommendations to the College President. In addition to the foregoing, the District and Colleges shall develop a disaster preparedness and emergency response team in accordance with District policies, procedures, and applicable law.

In order to ensure the safety of faculty, staff, students, and the community, the District in consultation with each of the Colleges' safety committees, may require that all full-time Faculty Members participate in up to six hours of compliance training annually (to be completed within their duty days) in areas such as risk and safety, emergency preparedness and emergency response training. The District also may assign training in the areas of unlawful discrimination prevention, sexual harassment prevention, and Title IX as required for legal compliance. Said training may be provided in a variety of modalities. Faculty Members will be provided an opportunity to demonstrate competency in lieu of the training. On-site training will occur during the regular semester's work week (Monday through Friday) at a time and location specified by the District.

**Section 12.2. Offices.** Each full-time Faculty Member will be provided with a secure office area equipped with a desk, a desk chair, available guest seating, a lockable file cabinet, shelving, a computer with standard District software, internet access, a telephone, and access to a FERPA compliant printer.

All part-time Faculty Members at all campus sites and all full-time Faculty Members who are teaching away from their regular campus site shall be provided access to a designated common office area equipped with a desk, a desk chair, available guest seating, an area to meet confidentially with students, a file cabinet for temporary storage, shelving, a computer with standard District software, internet access, a telephone, and access to FERPA compliant printer.

### **Section 12.3. Communication Resources.**

**Section 12.3.a.** The District will also provide each Faculty Member with a telephonic messaging service as well as an e-mail account and other communication resources. Faculty Members are encouraged to use the District-provided e-mail and/or other electronic communication resources to transmit messages to others within the District. There may be times when the Faculty Member may

choose to use non-District e-mail accounts and communications resources; however, District email accounts and communication resources contain appropriate safeguards to ensure privacy of student information. The final determination as to which e-mail accounts and communications resources Faculty Members use shall be at the Faculty Member's professional discretion. Faculty Members using non-District e-mail accounts must designate those as "primary" within the District's information management system (Banner) in order to receive training notices and certificates for District professional development activities such as Flex.

**Section 12.3.b.** Within the Faculty Member's duty days, Faculty Members are encouraged to check and respond to telephone messages left on their College voice mail, to e-mails sent to their College e-mail addresses, and check their campus mailbox, all in a timely manner.

#### **Section 12.4. Access.**

**Section 12.4.a.** Each Faculty Member will be provided with keys and/or access devices to the Districts' building(s), office(s), classroom(s), and work station(s) to which the Faculty Member is assigned on a continuing basis. Each College shall establish reasonable procedures for obtaining authorized keys and/or access devices. There will be no cost to the Faculty Member for the initial keys and/or access devices. Each Faculty Member shall be responsible for all keys and/or access devices issued and shall incur the actual cost of any replacements, provided that replacement costs shall not exceed those customarily charged by professional locksmiths in the community.

**Section 12.4.b.** Faculty Members are expected to lock any facility that they have unlocked and to restore or otherwise secure equipment and supplies when they have finished using a facility.

#### **Section 12.5. Protection of Faculty Member at Work.**

**Section 12.5.a.** The District shall provide legal assistance to any Faculty Member who is the victim of an assault while such Faculty Member is acting in the discharge of the Faculty Member's duties.

**Section 12.5.b.** The District shall provide a Faculty Member with a replacement or reimbursement for loss or damage to the Faculty Member's personal property utilized in the instructional program, if such loss or damage occurs in the ordinary course of employment. No reimbursement shall be made by the District for an amount less than five (\$5.00) or more than one thousand (\$1,000.00). Eligibility, determination, subrogation, and exclusions are subject to Board Policy and Administrative Procedure 6520..

**Section 12.5.c.** The District shall notify affected Faculty Members of any known threats made by any person specifically against the health or safety of such Faculty Member.

**Section 12.6. Participation of Faculty Members in College Meetings.** Except in the case of an emergency, Faculty Members may be required to attend no more than one (1) College-wide meeting per semester called by the President, or designee, in addition to any meetings called on duty days prior to the first day of instruction in either semester. Faculty Members may also be required to be present at a reasonable number of meetings of their divisions, departments, disciplines or other administrative units, when such meetings are called by the appropriate Administrator. Any meetings with required attendance will be called only on regular duty days.

**Section 12.7. District-provided Materials.** The District shall provide Faculty Members with uniforms, equipment and protective clothing that are specifically designated by the District as required in order for the Faculty Members to perform their duties.

**Section 12.8. Emergency Medical Treatment.** The District shall make provision for emergency medical treatment for Faculty Members on the same basis that services are made available for students.

**Section 12.9. Field Trip Transportation.** Faculty Members shall not transport students in their private

vehicles Faculty Members transporting students for field trips must do so in accordance with District policies and procedures using a District-owned or District-secured vehicle. Faculty Members who use their own vehicles for field trips when students are not being transported, in accordance with District policies and procedures, will be covered by the District's liability insurance as a secondary coverage. Their private vehicle insurance will be the primary coverage. Proof of Insurance must be on file with the District prior to the fieldtrip.

**Section 12.10. Transportation Reimbursement.** If a Faculty Member uses a privately owned vehicle for District authorized business, the District will reimburse the Faculty Member for the use of such vehicle at the District-established mileage rate, which shall not be less than current Board policy, plus tolls and necessary parking fees. The District shall provide appropriate procedures and forms for authorization.

#### **Section 12.11. Travel between Work Locations.**

**Section 12.11.a.** If a Faculty Member is assigned duties as part of the Faculty Member's regular work load at different locations during any work day, and such assignment requires the Faculty Member to use a privately-owned vehicle for transportation between such work locations, the District shall reimburse the Faculty Member for the round-trip mileage thus incurred in driving between the work locations during such work day as provided in Section 12.10.

**Section 12.11.b.** If a Faculty Member is authorized to conduct necessary college business in a location other than their primary assignment site, and such assignment requires the Faculty Member to use a privately owned vehicle, the District shall reimburse the Faculty Member for the round trip distance traveled to the off campus site, in excess of the round trip distance from the Faculty Member's residence to the parking lot nearest the location of the Faculty Member's office. The District does not pay mileage costs from residence to campus. Reimbursement for such mileage will be in accordance with Section 12.10..

**Section 12.12. Graduation Ceremonies.** Each year fifty percent (50%) of the Full-Time Faculty Members of each College, selected on a rotating basis, are required to participate in College graduation ceremonies. When such ceremonies are held outside of regular duty days, Full-Time Faculty Members attending shall be compensated at the Miscellaneous Non-Instructional rate unless they choose to participate on their non-required year. In the event that graduation ceremonies conflict with their contractual assignment Full-Time Faculty shall be excused from attendance at such ceremonies.

Part-Time Faculty who are required to attend graduation ceremonies will be compensated at the Miscellaneous Non-Instructional Rate.

#### **Section 12.13. Schedules.**

**Section 12.13.a. Schedule Development-All Terms.** Faculty Members shall be given the opportunity to provide input in the process of designing the schedule through their Department Chairs. If there is no Department Chair, faculty shall provide input through the Department Coordinator. If there is no Department Coordinator, faculty shall provide input directly to the appropriate administrator. The final decision regarding the schedule shall be made by the administration, taking into consideration the needs of the College, instructional programs, faculty, staff, and students. However, Administrators may subsequently consider adjustments to the schedule based upon faculty scheduling preferences.

**Section 12.13.b. Fall and Spring Faculty Assignment Preferences.** Load for Full-Time Faculty Members shall be assigned first. Faculty Members shall be provided no less than two weeks notice to present their scheduling preferences in writing on the form in Appendix I, or on other mutually approved forms. The Faculty Member shall be notified of the tentative assignment at least three (3) weeks before the end of the preceding semester. Changes after this time may be necessary. In the event changes are made, the Administrator will first consult with the Faculty Member as soon as possible before a change is made.

The Administrator shall not arbitrarily disregard the Faculty Member's preferences. The designated Administrator shall take into consideration the Faculty Member's preference in making scheduling assignments including any accommodation under the Americans with Disabilities Act for themselves or another Faculty Member's disability accommodation. At the request of the affected Faculty Member(s), the Administrator will put in writing the reasons for denying the preference, and forward the response to the affected Faculty Member(s) and a copy to the Federation. If the Faculty Member, after discussing the schedule with his/her Administrator, is still concerned, he/she may appeal to the appropriate Vice President.

**Section 12.13.c. Overload, Summer, Intersession Assignments.** Overload, Summer, and intersession assignments shall first be given to full-time faculty before part-time faculty.

Individual Faculty Members may request courses according to the process below. The Administrator shall not arbitrarily disregard the Faculty Member's selection. At the request of the affected Faculty Member(s), the Administrator will put in writing the reasons for denying the selection, and forward the response to the affected Faculty Member(s) and a copy to the Federation. If the Faculty Member, after discussing the denial of the selection with his/her Administrator, is still concerned, he/she may appeal to the appropriate Vice President. The cost differential between compensation for full-time faculty and part-time faculty is not to be the basis for denying overload and/or Summer assignments to full-time faculty who request them.

A request for an additional assignment(s) during Fall/Spring semester, intersession or Summer will be made according to the following process:

- (1) A list of full-time Faculty Members was originally created by assigning a number to each full-time Faculty Member by seniority in the department prior to the first scheduling session.
- (2) The list determines priority during each scheduling session for extra assignments. In the first round, the full-time Faculty Member at the top of the list requests the first assignment, or a combination of assignments, up to three (3) LHE or one (1) class that is greater than three (3) LHE. The next full-time Faculty Member on the list then selects any available extra assignment, or combination of assignments, up to three (3) LHE or one (1) class that is greater than three (3) LHE and so forth. When a full-time Faculty Member selects up to three (3) LHE or one (1) class that is greater than three (3) LHE he/she drops to the bottom of the list. When full-time Faculty Members pass or select less than three (3) LHE or select less than an accumulation of three (3) or more LHE, they retain their position on the list for the next scheduling period.
- (3) A full-time Faculty Member may, if qualified, be on more than one (1) rotation department list at their home College. The Federation and the District agree to address exceptions not equitably dealt with by the above language on a case-by-case basis.
- (4) When all full-time Faculty Members on the list who want an extra assignment have made a selection, a second round begins for any additional assignments up to the maximum overload. When all full-time Faculty Members have completed the selection procedure, the scheduling session shall be declared closed. Remaining classes may then be assigned to part-time Faculty. If additional sections become available, the scheduling session will be reopened. The department chair or Dean will notify all full-time faculty who are eligible to take additional overload of the section(s) available and solicit their interest, with a deadline to respond. Sections will be assigned according to the full-time Faculty Member's place on the list unless there is insufficient time before that class begins. If the scheduling session is reopened it will be closed when these assignments are completed. When a new scheduling session begins, the list starts where the prior scheduling session ended.
- (5) If the compilation of a contract load results in an assignment of more than 15 LHE but less than 18 LHE, that overload will not count as a turn in the overload selection process. If the

compilation of a contract load results in an assignment of 18 LHE or more, that overload will count as a turn in the overload selection process. In either case the overload LHE will count towards overload assignments as indicated in Section 11.3.d.

- (6) The following circumstances will not be permitted between or among Faculty Members: trading, exchanging, gifting, or transferring of extra assignments during any scheduling session.
- (7) Full-time Faculty Members who resign or retire are removed from the list, and new full-time Faculty Members shall be added at the end of the list. Full-time Faculty Members who obtain new FSAs, upon request, may be added at the end of the list. Otherwise, the list remains unchanged.

The full-time Faculty Member shall be notified of tentative overload, summer school, or intersession assignments at least three (3) weeks before the end of the preceding semester.

**Section 12.13.d. Preparations:** A Faculty Member shall not be required to accept more than three (3) new teaching preparations as part of contractual load in a single semester, nor more than five (5) in an academic year. For the purposes of this Section, a course previously taught by a Faculty Member shall be considered a new preparation if more than five (5) years have passed since it was last taught by that Faculty Member, if industry standards require significant curricular changes, or if the Faculty Member is teaching the course in a new modality for the first time. Exceptions for Section 12.13.d shall be made if the Faculty Member requests the additional preparation or for extenuating circumstances after consultation with the Federation. These extenuating circumstances include, but are not limited to, faculty unable to make their load, course or program cancellations, reasonable accommodations and state/national emergencies.

#### **Section 12.13.e. Part-Time Faculty Priority Assignments**

- (1) The intent of establishing Part-Time Faculty Priority Assignments is to provide a degree of rehire security to part-time Faculty Members who have had an ongoing history of satisfactory evaluations, who comply with Board policies and procedures, and who have successfully demonstrated their ability to meet the professional obligations of a part-time faculty member. Priority assignments are for the Fall and Spring terms only.
- (2) The District shall create an annual Priority Assignment List (PAL) to be provided to all department chairs/schedulers by the fifth Monday of the Spring semester to be used for assigning part-time faculty for the following academic year. The purpose of the PAL is to provide a stable minimum LHE or service hours based on length of satisfactory service to the College. Placement on the PAL does not guarantee an assignment or specific courses. Assignments are based upon the overall availability of classes or service hours which could be increased or reduced at any time due to fiscal constraints, the hiring of full-time faculty within the discipline, or other provisions as outlined within this Article.
- (3) In order to provide timely placement on the PAL, evaluations must be completed during the first, and fourth term of employment and every six semesters thereafter. Evaluations of part-time faculty may also occur as needed and at the discretion of the dean or department chair.

#### **Section 12.13.f. Eligibility**

- (1) Part-time faculty will be eligible to be placed on PAL after they have completed six (6) semesters (Fall/Spring) of service within a four (4) year period within a specific discipline, if their most recent evaluation has been satisfactory within those six (6) semesters at a particular College, will become eligible to be placed on the PAL in that discipline.

- (2) Maintaining eligibility on the PAL also requires completion of two hours of District mandated online or in-person training once every two years. The mandated training will be related to Unlawful Discrimination Prevention, Sexual Harassment Prevention, and/or Title IX.
- (3) Effective Fall 2020, part-time faculty coaching assignments to an intercollegiate sport, related intercollegiate athletic class sections, and other part-time teaching assignments specifically connected to the intercollegiate coaching duties cannot be used to establish Priority Assignment List ("PAL") eligibility. All part-time Faculty Members who have obtained PAL rehire eligibility because of coaching assignments as described in this paragraph will have those assignments removed from the calculation of the PAL for all future assignments.

#### **12.13.g. Initial Determination of Ineligibility**

- (1) Part-time Faculty Members whose most recent evaluation is unsatisfactory shall not be placed on the PAL. These faculty members may request a meeting with the Dean to discuss the evaluation in accordance with Article VIII, Section 8.4.g.
- (2) Part-time faculty members who receive a Needs to Improve rating on their most recent evaluation shall be removed from the PAL and a follow-up evaluation will be conducted in accordance with Article VIII, Section 8.4. Faculty receiving a Needs Improvement rating will be reevaluated before determination of PAL eligibility.
- (3) Part-time faculty members with fewer than six semesters (Fall/Spring) at one College within a four year period shall not be placed on the PAL.
- (4) Part-time faculty without an assignment for over 15 months shall not be placed on the PAL.
- (5) Managers will not be placed onto the PAL but will be considered for assignments after PAL assignments have been offered.
- (6) Classified employees who taught as part-time faculty for the District prior to November 1, 2017, and who also meet the eligibility requirements outlined herein, will be eligible for placement onto the PAL. Classified employees meeting these terms will also receive Eligibility Credit\* towards their PAO placement for the Fall 2018 and Spring 2019 semesters. Classified employees who had not taught as part-time faculty for the District prior to November 1, 2017, will not be placed onto the PAL but will be considered for assignments after all PAO assignments have been offered.

\*Eligibility Credit is defined as the average LHE worked by the classified employee over the number of primary terms taught since Fall 2015.

#### **12.13.h. Initial Placement**

- (1) There is a PAL for each individual College. PAL placement is based on the first day of work in an academic semester as a part-time faculty at that College.
- (2) Part-time faculty who teach or provide service hours at more than one College will be placed on the PAL based on their first date of work at that College.

#### **12.13.i. Load Determination**

- (1) Minimum Eligible Load (MEL) refers to the number of LHE or service hours for initial placement and does not guarantee specific courses.
- (2) Minimum Eligible Load (MEL) shall be 6 LHE or 13.5 service hours for Counselors, Librarians, and other non-classroom faculty.

(3) Process:

- (a) Step one: The Dean or their designee shall assign MEL to part time faculty in order of their placement on the PAL and the part-time faculty stated availability.
- (b) Step two: Part-time faculty have one (1) week to accept all or part of their assignment. Failure to accept an assignment within the one week may result in the loss of offered LHE or service hours.
- (c) Step three: All unassigned LHE or service hours shall be assigned by the area Dean or designee with consideration given to faculty on the PAL.

(4) Assignments may be based on the following:

- (a) Class or service type/modality (including but not limited to online, hybrid, on-campus, and dual enrollment)
- (b) Availability of the part-time faculty to teach the course or provide the service.
- (c) Expertise:
  - i. Instruction: recency, subject matter, and course content
  - ii. Services: recency and areas of specialization (including special populations).

(Expertise is a standard which exceeds minimum qualifications)

- (d) Fulfillment of the College's online teaching requirements.
- (e) Adherence to professional responsibilities as outlined in the evaluation process and forms (Appendix B).
- (f) Maintaining an OER course.

**12.13.j. Part Time Preferences**

- (1) Part-time faculty shall be given no less than two (2) weeks to provide their scheduling preferences which should include day and time of availability, course preferences, specialized expertise and delivery mode.
- (2) Every effort shall be made to notify the part-time Faculty Member of their tentative assignment no later than two (2) weeks prior to the end of the preceding semester. The administrator will consult with the Faculty Member as soon as possible before a change is made. Exceptions to this notification process may occur and are not subject to the grievance process.

**12.13.k. Bumping**

Part-time faculty may be bumped in the event that a full time Faculty Member cannot make their base load.

**12.13.l Removal from the PAL**

The District retains the right to remove any part-time Faculty Member from the PAL should just cause exist to do so, including, but not limited to, inability to meet professional obligations, inability to comply with contractual obligations, or inability to comply with District Board policies and



procedures. Before any part-time Faculty Member is removed from the PAL, the Division Administrator and the Federation President shall be notified. The reasons for the decision to remove a part-time Faculty Member from a PAL may not be arbitrary or capricious and shall be provided in writing to the part-time Faculty Member upon request with a copy to the Federation.

#### **12.13.m Statutory Requirements**

The District and the Federation agree and understand that part-time Faculty Members are "temporary employees" as a matter of law and the Education Code Section 87665 applies to their employment.

**Section 12.14. Classroom Management.** Faculty Members shall have the authority and/or responsibility for,

- (1) assigning grades to students and maintaining records required by external agencies. Faculty are also required to use the online drop roster to verify student enrollment, record no-shows, to record the last date of attendance for students who drop or who are dropped by the Faculty Member, and to drop students who did not drop themselves in accordance with this Section 12.14.a. For all classes, no-shows must be recorded the day before the census date of the class, or by the first day of the second week of the class for classes whose census date is later than the first day of the second week of the class. Faculty Members shall drop students who stop attending classes and record the date of last attendance. For online classes the date of last participation in an academic activity or discussion shall be considered the date of last attendance. Faculty will check their drop rosters within seven days after being notified and will record the last date of attendance for students who drop themselves. In addition, faculty are required to record the last date of attendance for all students who receive an "F" or any type of "W." Student grades and last date of attendance for all students who receive an "F" or any type of "W" will be submitted online in a timely manner following deadlines and guidelines provided by the Colleges. For those classes that require evidence of last date of attendance, at the request of Financial Aid, Faculty Members may be required to supply evidence to verify the date of attendance for students who were dropped.

Faculty Members shall maintain course records, including for student attendance in all their classes, for at least five years.

- (2) determining appropriate student assignments,
- (3) determining appropriate instructional techniques and aids, and
- (4) a paper or electronic syllabus, including Course Grading Criteria, individual instructor drop policy, instructor contact information, and consequences on violating the College's Academic Honesty Policy shall be provided to students no later than first day of class. Providing a link to the College's Academic Honesty Policy is acceptable. The syllabus must be submitted to the Division Office by the end of the first week that the class meets.

For distance education courses, the syllabus will also specify how and when regular and substantive interaction between faculty and students will be achieved in accordance with federal law and regulations. For distance education courses, the syllabus will be made available to students in the learning management system at the beginning of the class.

The District shall not, without reasonable and sufficient cause, preempt the authority of the Faculty Member in the classroom.

**Section 12.15. Parking.** Each Faculty Member will be provided one (1) staff parking permit in accordance with Board Policy and Administrative Procedure 6750. Parking privileges will be District wide. The District shall clearly mark "STAFF" parking spaces at each College campus.

**Section 12.16. International Assignments.** All Study Abroad RFP's and Contracts shall be

forwarded to the Federation for review when submitted to the Board of Trustees.

### **ARTICLE XIII. COMPENSATION.**

**Section 13.1.** Full-time Faculty Members shall be compensated on the basis of the Faculty "AA" and "QQ" salary schedule set forth in Appendix A of this Agreement. The salary schedule is based upon compensation for a full academic year on a full workload basis as set forth in Article XI, Hours of Service. A Faculty Member whose assignment is for less than one hundred percent (100%) of a full load, or who serves less than a full year, shall be compensated on a pro rata basis. Faculty Members shall be assigned to scales I, II, III, IV, and V, based upon the requirements herein described.

Faculty Members who qualify for the Doctoral Stipend on the Full-Time Faculty Salary Schedules shall automatically be initially placed on Column/Scale V of the AA and QQ salary schedules.

Faculty Members hired for a fifty percent (50%) to sixty-seven percent (67%) load subsequent to the ratification of this Agreement shall be placed on the Part-time Salary Schedule "BB" and shall be considered to be part of the CFE bargaining unit. Said Faculty Members shall have the option to purchase the benefits program subject to Article XX. Current Faculty Members employed under proportionate contract shall continue in force if continuously employed.

#### **Scale I**

- (a) Bachelor's degree or valid teaching credential, or
- (b) Encumbered "Class A" Vocational Credential, or
- (c) Encumbered Standard Designated Subject Area (Vocational) Credential, or
- (d) Meets minimum qualifications or equivalency.

#### **Scale II**

- (a) Master's degree and/or valid teaching credential, or
- (b) Unencumbered "Class A" Vocational Credential, or Unencumbered Standard Designated Subject Area (Vocational) Credential, or
- (c) California Community College Credential and meeting California State Plan for Vocational Education, or
- (d) Valid credential and completion of 30 semester units after receipt of bachelor's degree, or
- (e) Completion of 30 semester units after receipt of Encumbered "Class A" Vocational Credential or Encumbered Standard Designated Subject Area (Vocational) Credential, or
- (f) Same as (c) and (d) but with a combination of 30-semester academic and work experience units, at least 15 of which must be academic units.
- (g) Meets minimum qualifications or equivalency.

#### **Scale III**

- (a) 50 semester units subsequent to receipt of the bachelor's degree, or the Encumbered "Class A" Vocational Credential, or the Encumbered Standard Designated Subject Area (Vocational) Credential (including receipt of master's degree or "Class A" or SDS Credential), or
- (b) 20 semester units subsequent to receipt of master's degree or Unencumbered "Class A" Vocational Credential, or Unencumbered Standard Designated Subject Area (Vocational) Credential, or California Community College Credential and meeting California State Plan for Vocational Education, or

- (c) Same as (a) and (b) but with a work combination of academic and work experience units, at least half of which must be academic units.

**Scale IV**

- (a) 70 semester units subsequent to receipt of the bachelor's degree or the Encumbered "Class A" Vocational Credential or the encumbered Standard Designated Subject Area (Vocational) Credential (including receipt of master's degree of Unencumbered "Class A" or SDS Credential), or
- (b) 40 semester units subsequent to receipt of master's degree or receipt of Unencumbered "Class A" Vocational Credential, or Unencumbered Standard Designated Subject Area (Vocational) Credential, or California Community College Credential and meeting California State Plan for Vocational Education, or
- (c) Same as (a) and (b) but with a combination of academic and work experience units, at least half of which must be academic units.

**Scale V**

- (a) 90 semester units subsequent to receipt of the bachelor's degree or the Encumbered Standard Designated Subject Area (Vocational) Credential (including receipt of master's degree or Unencumbered "Class A" or SDS Credential), or
- (b) 60 semester units subsequent to receipt of one of the following: master's degree or Unencumbered "Class A" Vocational Credential; Unencumbered Standard Designated Subject Area (Vocational) Credential; bachelor's degree and the California Community College Credential and meeting the California State Plan for Vocational Education, or
- (c) Same as (a) and (b) but with a combination of academic and work experience units, at least half of which must be academic units. (For Doctorate see Section 13.1.) All units for horizontal movement on the schedule must be upper division or graduate level, unless specifically authorized in advance.

Members of the faculty employed to teach in an occupational subject field as specified on the non-masters discipline list must obtain and maintain the teaching qualifications in compliance with provisions of the California State Plan for Vocational Education.

**Vocational Faculty Salary Placement and Advancement**

**Scale I**

**B.A. plus 2 years or A.A. plus 6 years**

- (a) meets minimum qualifications or
- (b) meets equivalency

**Scale II**

**Completion of 30 units\* plus**

- (a) valid credential or
- (b) meets minimum qualifications or
- (c) meets equivalency

**Scale III**

**Completion of 50 units\* plus**

- (a) valid credential or
- (b) meets minimum qualifications or

- (c) meets equivalency

**Scale IV**

**Completion of 70 units\* plus**

- (a) valid credential or
- (b) meets minimum qualifications or
- (c) meets equivalency

**Scale V**

**Completion of 90 units\* including B.A., plus**

- (a) valid credential or
- (b) meets minimum qualifications or
- (c) meets equivalency

\*These units may be a combination of academic and Professional Improvement Program units, half of which may be the latter.

**Section 13.2. Step and Scale Placement - Full-Time Faculty.** The District shall place a newly employed Faculty Member at the appropriate step and column as determined by the District of the salary schedule, (“AA” or “QQ” Schedule) up to but not to exceed Step 7 of initial placement column. Applicable vocational full-time work experience for initial placement shall be factored, year for year, up to the current entry step placement. The Faculty Member shall be granted, in each subsequent academic year, one (1) increment step upon completion of at least seventy-five percent (75%) of the number of days of required service, until a maximum step allowed has been reached.

**Section 13.3. Longevity Increments – Full-Time Faculty.** A Faculty Member who has reached the maximum step on scale IV or V of the salary schedule (Appendix A of this Agreement), will advance to the first longevity increment step after having completed two (2) academic years at the maximum established. The Faculty Member will move to the next longevity increment step after having completed two (2) additional years following the granting of the first longevity increment step. Any following longevity increment steps will be granted after the Faculty Member has served three (3) additional academic years at each step.

Effective Fall 2019: Subject to close examination and approval by the Vice Chancellor of Human Resources, newly hired Faculty Members may occasionally be placed up to but not to exceed step 14 of the initial placement column on the salary schedule (“AA” or “QQ” Salary Schedule) should they be hired into a position for which the District has historically faced recruitment or retention challenges, for which a limited qualified applicant pool was available due to the specialized nature of the discipline, or industry forces, and/or where the Faculty Member may have demonstrated significant eminence within the discipline. Years of experience alone will not be justification for placement beyond step 7. Placement beyond step 7 will be evaluated on a case by case basis and will be evaluated within the context of organizational demands.

**Section 13.4. Salary Placement - Full-Time Faculty.**

**Section 13.4.a.** Salary placement is determined by the office of the Vice Chancellor for Human Resources. Should an error be made in placement, such error shall be brought to the attention of the Vice Chancellor for Human Resources by the Faculty Member, in writing, within twelve (12) months from the date of the original incorrect payment. Failure to bring such an error to the attention of the Vice Chancellor for Human Resources waives all District liability for salary correction(s).

**Section 13.4.b.** Educational Administrators and staff members who are assigned a faculty position shall receive step placement on the faculty salary schedule for years of service rendered to the District, and for years granted for new Faculty Members from outside the District.

**Section 13.5. 221-Day Faculty Contracts.** Beginning July 1, 2009, the nine Faculty Members whose individual contracts previously provided for twelve month employment shall annually work a 221-day duty year assignment. Such Faculty Members shall be compensated for additional days beyond the 175-day contract (Schedule A) based on the contract daily rate for two-semester faculty. Faculty Members whose individual contracts provide for more than two semesters but less than twelve months of service will have their compensation prorated accordingly. Duty days for Faculty Members on more than two semester contracts will be in accordance with the Board-adapted calendar for such assignments. Faculty Members whose contracts exceed two semesters will receive holidays provided by the Board-adopted calendar.

The normal duty week, as defined by Section 11.1.a.(1), shall be reduced proportionately by assigned teaching load. If appropriate to work demands and based on agreement of the Faculty Member and the appropriate supervisor, a Faculty Member may work a flexible schedule, altering hours based upon departmental needs.

Other relevant sections of the bargaining unit agreement will continue to apply (excluding references to vacation). Finally, regarding these nine positions, upon the current Faculty Members' retirement or resignation, the District reserves the right to change the number of contract days for these positions.

<b>Title</b>	<b>Functional Area/Funding Source</b>	<b>Campus</b>	<b>Faculty</b>
Instructor/Coordinator	Instructional Research	CCC	E843
Instructor	Acquired Brain Injury Program	CCC	E22238
Instructor	Physical Education	GWC	E63889
Instructor	English Comp/PE	OCC	E17049
Instructor/Coordinator	Psychology	CCC	E6450
Counselor/Coordinator	EOPS	CCC	E1316
Librarian	Library Resources Center	CCC	E34365
Instructor/Coordinator	Special Programs & Services/ABI	CCC	E5108
Instructor/Coordinator	Developmentally Delayed Learner Program	CCC	E5542

**Section 13.6. Summer and Intersession Assignments.** Instructors assigned to teach in the Summer will be compensated for each hour of instruction, as weighted according to the loading factors set forth in Section 11.4., at the rate of 1/1000th of the Faculty Member's annual salary, as set forth in the salary schedule of the previous academic year. Intersession will be compensated for each hour in instruction, as weighted according to the loading factors set forth in Section 11.4., at 1/1000th of the Faculty Member's annual salary as set forth in the current year salary schedule.

**Section 13.7. Overload Pay.**

**Section 13.7.a.** Faculty Members will be compensated for each hour of instructional overload assignment, as weighted according to the loading factors set forth in Section 11.4., at the rate of 1/1000th of the Faculty Member's annual salary, as set forth on the salary schedule, with the maximum rate at step 5, scale IV.

**Section 13.7.b.** Maximum rate at step 5, scale IV, the instructional overload rate will be rounded up to nearest dollar.

**Section 13.7.c.** Instructors assigned to teach individualized study on an overload basis shall be compensated at the rate of 1/2000th of step 5 of scale IV, in the salary schedule (Appendix A) per student (semester) unit (one (1) student enrolled in one (1) unit work study class) based on the

enrollment of the fourth week, and an additional 1/2000th per semester unit based on the tenth week enrollment. Instructors may not exceed a maximum of twenty-four (24) students per semester or seventy-two (72) student units per semester.

**Section 13.7.d.** Extra service non-instructional special assignments shall be paid at the per diem rate (see Section 13.10). Assignments of less than eight (8) hours will be prorated.

**Section 13.7.e.** A Faculty Member approved for attendance at a conference shall receive compensation for any overload assignment if unable to meet the assigned class due to the distance of the site or conflicting time of the conference.

**Section 13.7.f.** Faculty special overload service performed as a reader/grader for the purpose of students writing/testing out of courses or prerequisite courses shall be compensated at the Miscellaneous Noninstructional rate. If the work occurs on a day other than the Faculty Member's contracted days a four-hour minimum rate will be paid.

**Section 13.7.g.** Military Contract compensation shall be paid at the hourly overload rate for every two students enrolled.

### **Section 13.8. Substitute Pay.**

**Section 13.8.a.** Substitute assignments will be compensated at the overload pay rate as set forth in this Agreement. Each hour of instruction shall be weighted according to the loading factors set forth in Section 11.4.

**Section 13.8.b.** Faculty Members may agree to substitute for each other such that there would be no cost to the District. The designated Administrator must approve such arrangements in advance.

**Section 13.8.c.** The process for obtaining substitutes shall be determined by the Dean in consultation with the Faculty Member.

**Section 13.9. Payroll Deduction.** Upon written authorization from the Faculty Member, the District shall deduct from the salary of such Faculty Member and make the appropriate remittance for annuities, credit union deposits, insurance, savings bonds, charitable donations or any other plans or programs for which deductions were authorized, as of the effective date of this Agreement or which the Board may approve in the future.

**Section 13.10. Per Diem Pay.** Faculty Members not covered by Sections 13.5, 13.6, 13.7, 13.8, 13.13, and 13.14, who are assigned to duties on any day other than the Faculty Members' contracted days, as provided in Section 11.1., will be compensated at the rate of 1/200th of step 5 of scale IV, in the salary schedule for each full day's eight (8) hour assignment. Assignment for less than eight (8) hours will be prorated, but no assignment will be less than four (4) hours.

**Section 13.11. Contract Daily Rate.** The contract daily rate is determined by dividing the Faculty Member's annual salary by the number of duty days established for the year.

**Section 13.12. Counselors' and Librarians' Extra Service Pay.** A counselor or librarian assigned to perform counselor or librarian duties, on any day in addition to the Faculty Member's contract days of service, as provided in Section 11.1., will be compensated at the contract daily rate. Assignments of fewer hours per day than specified in Sections 11.8 and 11.9, will be appropriately prorated. Assignments requiring less than three (3) hours, under this Section, will be compensated as though three (3) hours had been worked.

**Section 13.13. Field Trips.** A Faculty Member who conducts an authorized field trip on any day other than a regular duty day shall be paid the per diem rate, as provided in Section 13.10 of this Article, for each non-duty day during the trip. Intercollegiate athletic events, forensic matches, and appearances by performing groups, etc., are not considered to be field trips.

**Section 13.14. Field Study.** A Faculty Member who conducts an authorized field study on an overload basis shall be compensated for service rendered in accordance with the following:

**Section 13.14.a.** For a day of travel with no instruction, the Faculty Member shall be compensated at the per diem daily rate (Section 13.10).

**Section 13.4.b.** For a day in which instruction is provided, the Faculty Member shall be compensated at 1/1000th for each instructional hour weighted according to the loading factors set forth in Section 11.4., up to the per diem daily rate.

**Section 13.14.c.** In no case shall a Faculty Member in travel status be paid less than the per diem daily rate for each day.

**Section 13.14.d.** Assignments of pre- and post-trip instruction shall be paid at the overload rate, with such hours of instruction weighted according to the loading factors set forth in Section 11.4.

**Section 13.15. Faculty Member Extra Service Pay.** With the exception of Summer session, a Faculty Member assigned to perform in an instructional role on any day, in addition to the contract days of service, shall be paid 1/1000th of the Faculty Member's annual salary for each hour of such service, as weighted according to the loading factors set forth in Section 11.4., not to exceed the contract daily rate on any day of service.

**Section 13.16. Salary Schedules – Full-Time Faculty**

Beginning July 1, 2018, and continuing thereafter, each step in all faculty salary schedules (“AA,” “A2,” “QQ,” “Q2,” and Faculty Special Rates Sheet) shall be increased each fiscal year after adoption of the State budget by an amount equal to the percentage increase received by the District from the State as its funded Cost of Living Adjustment (COLA).

**Section 13.17. Salary Schedule – Part-Time Faculty**

**Section 13.17.a. Salary Schedule Step Placement/Step Changes (Experience).** Initial step placement of unit members will be based on their officially certified teaching experience or on work experience which is directly related to the course(s) for which they are hired to teach. For the purposes of initial placement on the salary schedule: (i) teaching experience is defined as teaching in an accredited institution of higher education (24 semester units = 1 year of step credit); and (ii) work experience is defined as full-time employment (2 full years of work = 1 year of step credit). Initial placement for new Faculty Members will not exceed step 4 of the salary schedule, as of January 1, 2016.

The District shall determine what constitutes “work experience that is directly related to the course,” and its decision is not subject to the grievance and arbitration process.

Step changes will occur on an annual basis at the beginning of the Fall semester and will be automatic for all who have served the District for at least the equivalent of one (1) lecture hour per week for one (1) semester during the preceding academic year (Summer assignments included).

**Section 13.17.b. Salary Schedule Column Placement/Column Changes (Education).**

Initial column placement of unit members will be based on their officially certified transcripts from an accredited institution of higher education. For the purposes of initial placement on the salary schedule: Column I requires minimum qualifications for the teaching assignment as required by the California Community College Chancellor’s Office, as published in the Minimum Qualifications for Faculty and Administrators in California Community Colleges; Column II requires an earned Master’s degree plus 20 semester units after receipt of Master’s degree from an accredited institution of higher education; Column III requires an earned Doctorate degree or an earned Master’s degree and 60 semester units after receipt of Master’s degree an accredited institution of higher education.

The District shall determine what constitutes acceptable coursework for the purpose of salary placement, and its decision is not subject to the grievance and arbitration process. Professional development, under graduate courses, extension courses, and continuing education work will not be considered for initial placement or column movement.

Unit members may make one column change per year (any 12-month period). A completed Column Change Request Form and official transcripts must be received by District Human Resources in accordance with the established deadlines:

Column Change Request Deadline	Effective Day
April 30	Fall Semester (First Day)
October 16	Spring Semester (First Day)

**Section 13.17.c. Compensation for Office Hours.** Beginning in November 2015, the District will allocate a total of \$150,000 per academic year that will be used to pay for part-time faculty office hours. This allocation will be provided for part-time Faculty Members covered by both the Coast Community College Association - California Teachers Association/National Education Association and the CFE/AFT, Local 1911 inclusively.

The allocation of \$150,000 shall be made each subsequent year when the District's general fund balance exceeds 7%. Should the fund balance fall to 7% or below, both parties must negotiate an allocation for the following academic year. The distribution of the \$150,000 shall be based on the District's existing allocation model, and the college allotment shall be distributed out of the Office of the Vice President of Instruction.

Compensation for office hours shall be paid at the Miscellaneous Non-Instructional Rate.

**Section 13.17.d. Miscellaneous Non-Instructional Hourly Rate.** A miscellaneous Non-Instructional Rate shall be paid for each hour of a part-time Faculty Member's service to the District for activities that are not related to direct teaching (non-FTE generating). These activities shall include but not be limited to curriculum development; programmatic coordination; consultation services, etc. The rate is \$292.00 per day (\$36.51 per hour).

**Section 13.17.d Summer School Pay**

Summer pay for part-time faculty will be based on the salary schedule in existence during the academic year immediately preceding the Summer sessions.

**ARTICLE XIV. PAID LEAVES.**

**Section 14.1. Types of Leaves.** The District shall grant paid leaves of absence to Faculty Members for the following purposes, subject to the conditions set forth in this Article: Paid leaves for 50-67% part-time faculty shall be prorated according to semester load.

- (a) Bereavement (See Section 14.3)
- (b) Illness Leave (See Section 14.4)
- (c) Overload Illness Leave (See Section 14.5) (does not apply to part-time faculty)
- (d) Industrial Accident or Illness (See Section 14.6)
- (e) Quarantine (See Section 14.7)
- (f) Jury Duty (See Section 14.8)
- (g) Personal Necessity (charged against Sick Leave) (See Section 14.9)



- (h) Maternity (charged against Sick Leave) (See Section 14.10)
- (i) Exchange of Faculty Members (See Section 14.11) (does not apply to part-time faculty)
- (j) Military Leave (See Section 14.12)
- (k) Service as elected officer in public employee organization (See Section 14.13) (does not apply to part-time faculty)
- (l) Immediate Family Illness (up to one half of annual sick leave allocation)
- (m) Parental Leave (See Section 14.14)

**Section 14.2. General Conditions.**

**Section 14.2.a** A Faculty Member shall make written application for paid leave, as soon as possible, in accordance with procedure below. It is understood by both parties that every effort will be made to ensure that methods for reporting faculty absences are consistent and fair. As early and practically as possible, Faculty Members will make a reasonable effort to provide notice to the person designated per established campus procedures of the Faculty Member's absence.

- (1) Faculty Members are responsible for reviewing and signing their own absence reports.
- (2) The Faculty workweek is 40 hours over a five day duty period (this contractually includes teaching time, office hours, required meetings, committee work, etc.).
- (3) A faculty workweek in terms of absences will be viewed as 30 hours (five duty days- 6 hours per day- consistent with STRS reporting. Faculty members in assignments earning 8 hours of sick leave per day, will have absences deducted at the rate of 8 hours per day (40 hours per week).
- (4) Relative to full day absences, a day is a day. Whether a faculty member was due on campus for 1 hour or 12, they will lose one day (the equivalent of 6 hours).
- (5) Partial day absences, meaning the Faculty Member is on campus for a portion of the day but was absent for a portion of the day, will be counted as absent in increments of 30 minutes. The attached sheet shows the specific calculation that will be used. (Appendix E)
- (6) Absences for Faculty Members who miss class "on-ground" but teach class "on line," on that same day, will be calculated as a partial day absence.
- (7) Full week absences - the Faculty Member has not reported to work any day in the full week (whether loaded for 3 ten hour days or loaded for 5 six hour days) will be considered absent for 5 duty days (calculated at the rate of 30 hours).
- (8) Absences due to disability will continue to conform to the current disability rules which count absences on the full-year's duty day calendar.
- (9) It is understood that overload hours are in a separate bank and absences for overload will also be reported separated in 30-minute increments.
- (10) Absence reporting for part-time faculty will be hour for hour.

**Section 14.2.b.** The District may require a Faculty Member to submit evidence to substantiate the Faculty Member's application for leave, except in the case of Section 14.9.b.(6). Such evidence may include, but not be limited to, a statement by a physician or a practitioner of a recognized

church or denomination, a copy of subpoena directed to a Faculty Member, or a notice of jury service. For medical leave, this evidence need address only functional limitations affecting a Faculty Member's ability to work.

**Section 14.2.c.** A paid leave of absence shall mean salary continuance at the Faculty Member's contract daily rate during the absence, with full credit for all District benefits to which the Faculty Member is entitled.

**Section 14.2.d.** A Faculty Member who fails to return to duty upon completion of a paid leave of absence may be subject to disciplinary action, up to and including dismissal. However, if such Faculty Member was unable, due to causes beyond the Faculty Member's control, to return to duty, the Faculty Member must report the circumstances as soon as the Faculty Member is able to do so, and shall not be subject to disciplinary action for failing to return to duty upon completion of paid leave.

**Section 14.2.e.** A Faculty Member shall be entitled to return to the same College to an assignment as near as possible to the assignment the Faculty Member held prior to the commencement of the leave, unless Section 22.3., shall have been implemented.

**Section 14.2.f.** A Faculty Member shall suffer no loss of seniority while on paid leave.

### **Section 14.3. Bereavement.**

**Section 14.3a.** A Faculty Member may be absent from duty without loss of pay not to exceed three (3) duty days, to attend funeral or memorial services or to attend to the affairs of the decedent as a result of the death of a member of the Faculty Member's immediate family. If out-of-state travel or more than 250 miles one-way is required, the leave may be extended to five (5) duty days. At the Faculty Member's option, bereavement leave may be distributed over a period of six (6) calendar months following the death.

**Section 14.3.b.** If an additional period of absence from duty is required for this purpose, a Faculty Member may be granted additional bereavement leave, which additional leave shall be charged as personal necessity leave, to the extent such leave is available to the Faculty Member as provided in Section 14.9.

**Section 14.3.c.** Members of the "immediate family" shall mean child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild of the Faculty Member or of the Faculty Member's spouse, the spouse, son-in-law, daughter-in-law of the Faculty Member, or the registered domestic partner or any person living in the immediate household of the Faculty Member. Persons other than those noted herein who have been reared by or with the Faculty Member will be considered as "immediate family" for bereavement purposes. Under special circumstances, persons other than those noted in this Section may be considered as "immediate family." Faculty will be granted bereavement leave for these other persons on approval of the appropriate College Administrator.

### **Section 14.4. Illness.**

**Section 14.4.a.** Faculty Members will accrue one (1) day of sick leave for each month, or major portion thereof, of paid service. Sick leave will be credited to the sick leave account of each Faculty Member at the beginning of the Faculty Member's employment each fiscal year. Faculty Members on less than full-time duty will be awarded proportionate sick leave allowances.

**Section 14.4.b.** No Faculty Member shall be entitled to sick leave for any day that the Faculty Member is not required to render service to the District.

**Section 14.4.c.** A Faculty Member is eligible for sick leave during the Faculty Member's Summer session assignment if the assignment were offered and accepted by the Faculty Member prior to

the beginning of the illness.

**Section 14.4.d.** If such Faculty Member does not utilize the full amount of sick leave provided by subsection (a) of this Section during any year, the amount not taken shall be accumulated from year to year. The accumulated sick leave may be used in subsequent years after full utilization of the current year's allowance.

**Section 14.4.e.** A Faculty Member absent from assignment because of illness/accident for a period which exceeds the amount of sick leave which the Faculty Member has accumulated will be placed on extended sick leave if he/she otherwise qualifies. The daily rate of pay while on extended sick leave shall equal their regular full-time rate of pay consisting of one-half sick leave pay and one-half Short Term Disability benefits. The total number of days for which a Faculty Member will receive sick leave pay in any fiscal year (including current, accumulative, and extended days) shall not exceed 110 days unless the Faculty Member has accumulated more than 110 days of accumulated sick leave privileges.

**Section 14.4.f.** Accumulated sick leave will be transferred if the Faculty Member terminates from the District and is employed by another district or other educational agency as provided in the California Education Code.

**Section 14.4.g.** Accumulated sick leave earned by a newly hired Faculty Member in other districts will be transferred to this District and credited to the Faculty Member in accordance with the requirements and the procedures of the California Education Code.

**Section 14.4.h.** Faculty Members assigned to intersession or Summer session shall accrue sick leave on a pro rata basis.

**Section 14.4.i.** Should a Faculty Member become ill while on approved paid vacation, such illness with appropriate verification, if requested, may be charged to accumulated sick leave. To the extent sick leave is available, it may be used to restore vacation days already used.

**Section 14.4.j.** Faculty Members may use one half of annual sick leave allocation to attend to the needs of an ill immediate family member as defined in Section 14.3.c.

**Section 14.4.k.** The District shall provide a written statement of the Faculty Member's accrued sick leave upon request by that Faculty Member.

**Section 14.4.l.** Upon return from an approved family or medical care leave, the Faculty Member shall return to the same or a comparable bargaining unit position unless mutually agreed upon otherwise. However, if the Faculty Member's employment would have ceased or hours would have been reduced as a result of layoff, the Faculty Member shall have no reinstatement rights.

**Section 14.4.m.** Family Care and Medical Leave shall not be considered a break in service for longevity or seniority.

#### **Section 14.5. Overload Illness Leave.**

During any regular semester, in addition to the days specified in Section 14.4 above, a Faculty Member who is assigned a full regular contract and, in addition, is given a part-time assignment for extra pay, shall be granted extra sick leave credit equal to the sick leave credit granted part-time instructors. Such additional sick leave credit shall be accumulated indefinitely, used only for part-time absences, and shall not accrue toward retirement credit. These hours shall be paid from the overload budget and shall be maintained separately from full-time sick leave credit.

#### **Section 14.6. Industrial Accident or Illness.**

**Section 14.6.a.** A Faculty Member, or other knowledgeable person, shall notify an Administrator of

any accident, including physical assault and battery, or illness of the Faculty Member arising out of employment with the District as soon as possible, but normally within twenty-four (24) hours of onset.

**Section 14.6.b.** A Faculty Member who becomes disabled as the result of such accident or illness shall be granted an industrial accident/illness leave without loss of pay during the period the Faculty Member is unable to render service to the District. Leave for each disability shall be limited to a period of sixty (60) duty days. In the event any one such accident or illness overlaps into the next fiscal year, the Faculty Member shall be limited in the subsequent year only to the amount of unused days from the prior year.

**Section 14.6.c.** A Faculty Member on industrial accident/illness leave shall be paid full salary. Faculty Members who receive temporary disability compensation shall provide the District with proof of receipt of such compensation. The District will withhold from a subsequent warrant(s) (of the Faculty Member) an amount which equals that which the Faculty Member received from Workers' Compensation.

**Section 14.6.d.** The number of days of industrial accident/illness leave to which the Faculty Member is entitled as provided in subsection b. of this Section shall be reduced by one (1) day for each day of absence, regardless of a temporary disability award under Workers' Compensation.

**Section 14.6.e.** A Faculty Member receiving benefits under this Section shall remain within the State of California, unless the District approves otherwise.

**Section 14.6.f.** Upon exhausting benefits provided under this Section, a Faculty Member who continues to be disabled shall be entitled to any earned paid sickness leave available to the Faculty Member under the provisions of Section 14.4, provided that illness benefits paid shall not, when combined with any temporary disability award under Workers' Compensation, exceed 100% of the Faculty Member's salary continuance.

**Section 14.6.g.** The amount of used sick leave charged to the absence of the Faculty Member who is receiving a temporary disability award shall be in exact proportion to the amount of salary paid by the District to the Faculty Member.

**Section 14.7. Quarantine.** A Faculty Member shall receive a paid leave of absence during the period of the Faculty Member's quarantine by a duly constituted governmental authority.

#### **Section 14.8. Jury Duty.**

**Section 14.8.a.** The District agrees to grant to a Faculty Member regularly called for jury duty, in the manner provided by law, leave of absence without loss of pay for the time the Faculty Member is required to perform jury duty. The District may require verification of jury duty time served.

**Section 14.8.b.** A Faculty Member called for jury duty must notify the District of the service date(s) upon receiving said notice from the court.

**Section 14.8.c.** The District shall grant full compensation. Compensation received for jury duty, by the Faculty Member, excluding travel and subsistence expenses, shall be remitted to the District.

#### **Section 14.9. Personal Necessity.**

**Section 14.9.a.** A Faculty Member may be absent from duty without loss of pay for duty days not to exceed seven (7) days during any academic year and have the absence charged to the sick leave account.

**Section 14.9.b.** For the purpose of qualifying for paid personal necessity leave, there shall be a compelling reason requiring the Faculty Member's absence from duty, which cannot be attended to outside of the Faculty Member's duty hours, and which shall be limited to one of the following

reasons:

- (1) The death of a member of the Faculty Member's immediate family (as defined in Section 14.3.c.), when the number of days of the required absence exceeds the limit provided in Section 14.3.
- (2) An accident or emergency illness involving the Faculty Member's person, property, or the person or property of a Faculty Member's immediate family (as defined in Section 14.3.c.).
- (3) The required appearance of the Faculty Member brought about as a result of a legal notice to appear as a witness before a governmental or judicial agency or court of law or appearance as a litigant in a legal action. If a witness fee is payable, such fee shall be demanded and collected by the Faculty Member and remitted to the District up to the Faculty Member's prorated pay for such absence.
- (4) An imminent danger as a result of flooding or fire or similar natural catastrophe to the personal residence of a Faculty Member.
- (5) Personal reasons, not to exceed three (3) days.
- (6) Necessary business leave where such business can only be conducted on a duty day, not to exceed three (3) days per year.

**Section 14.10. Maternity.** Maternity shall be treated as if it were an illness or disability. A Faculty Member shall be entitled to utilize accrued sick leave during the period of pregnancy and childbirth as needed, consistent with District procedures for sick leave application. A medical release may be required prior to the Faculty Member's return to work.

**Section 14.11. Exchange of Faculty Members.** A regular Faculty Member may make written application to the President to participate in a qualified exchange program, as defined in Section 87422 of the California Education Code. The application shall set forth the advantages to be accrued to the District and to the Faculty Member by participation in such an exchange program. If the request for an exchange is not granted, the President, or designee, will within one week inform the Faculty Member in writing of the reasons for the denial. If granted by the District, the leave will be dependent upon the execution of an agreement between the District and the exchange institution which will be in compliance with the requirements of Sections 87422, 87423 and 87424 of the California Education Code concerning such leaves. The leave may not exceed one year, except that by the mutual consent of the Faculty Member and the District the leave may be extended to a total of two (2) years. The Faculty Member shall provide the District with two (2) full years of service after returning from such a leave before the Faculty Member is eligible for another such leave. Each year's service during such exchange shall be counted as a year of service for the purpose of earning annual salary increments.

**Section 14.12. Military Leave.** A Faculty Member will be granted military leave in accordance with applicable Federal and State laws, including:

**Section 14.12.a.** A qualifying exigency arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces ("qualified exigency").

**Section 14.12.b.** To care for a service-member with a serious injury or illness if the employee is the service-member's spouse, son, daughter, parent or next of kin ("military caregiver").

**Section 14.13. Service as Elected Officer in Public Employee Organization.** Faculty Members who are elected to officer positions in state or national affiliates of the Federation shall be granted a leave of absence without loss of compensation for the duration of their elected service. The employee organization shall certify the election and term of office to the District and shall agree, in writing, to reimburse the District for all costs. Following the District's payment to the Faculty Member for the leave of absence, the District shall be reimbursed by the employee organization of which the Faculty Member

is an elected officer for all compensation paid the Faculty Member on account of the leave. Reimbursement by the employee organization or state or national affiliate of which the employee is elected officer shall be made within ten (10) days after its receipt to the District's reimbursement request. Certification of compensation payment to the Faculty Member (e.g., a paystub) must be attached to the reimbursement request. Faculty Members shall receive credit for annual salary increments during the leave.

**Section 14.14. Parental Leave.** The District shall provide eligible Faculty Members with Parental Leave pursuant to Education Code section 87780.1.

## **ARTICLE XV. DUE PROCESS.**

### **Section 15.1. Definitions and Terminology for Purposes of the Article.**

**Management.** Administrator, Dean, district representative, or College Grievance/Complaint Officer will be referred to as "Management".

**District.** The term "District" shall refer to the District as an entity.

**Expanded Weingarten Rights.** The District's commitment to provide notice to a Faculty Member of his/her right to a union representative, prior to engaging in a meeting which the District believes reasonably could lead to discipline or letter of reprimand. The form advising the Faculty Member of the Expanded Weingarten Rights will be referred to as the "Expanded Weingarten Notice" for purpose of this Article. (See Appendix F)

**Investigatory meetings.** The term "investigatory meeting" is defined as any formal written communication, face-to-face meeting or oral conversation between the District and a Faculty Member in which the Faculty Member is being asked questions regarding a complaint against the Faculty Member and for which the District reasonably believes that disciplinary action or reprimand would later be imposed. There are three (3) types of investigatory meetings that could lead to disciplinary action or letter of warning or reprimand as follows:

- (1) An investigatory meeting relating to a complaint against a Faculty Member.
- (2) An investigatory meeting relating to a Student Grievance/Complaint.
- (3) Any investigatory meeting relating to Discrimination or Unlawful Harassment as defined in Title 5, Title IX, or relating to EEOC/DFEH complaints or lawsuits involving the Faculty Member.

**Corrective Action.** Oral or face-to-face counseling, written letter of instruction(s), or letter of reprimand(s) are considered corrective actions and are not disciplinary actions.

**Discipline.** Suspension or dismissals based on a violation of law or District Policy, or pursuant to Section 87732 of the Education Code, are considered "disciplinary action(s)".

**Correspondence Indicating Intent to Discipline.** Correspondence indicating the District's intention to pursue discipline, and designated for inclusion in the Faculty Member's personnel file, including such documents as a "90 day Notice" / Notice of Unprofessional Conduct, Notice of Suspension, and Notice of Termination, are considered as disciplinary action(s).

**Complaint.** A complaint is a concern, written or oral, brought to the attention of an Administrator which is acted upon by the District. A complaint may be brought forward by a student, other Faculty Members, classified staff, or an Administrator.

**Direct Observation.** A direct observation made by an Administrator which is acted upon by the District.

**Supervising Administrator.** The academic manager to whom the Faculty Member directly reports, typically the Division Dean, is the Supervising Administrator.

## **Section 15.2. Procedures for Expanded Weingarten Rights.**

Any investigatory meeting on a matter where management reasonably believes that questioning may lead to disciplinary action being taken or a pre-disciplinary/corrective action being issued will trigger the Expanded Weingarten Rights. One signed copy of the Expanded Weingarten Rights Notice will be given to the Faculty Member, and one copy sent by management, to the Office of the Coast Federation of Educators (if authorized by the Faculty Member). The District may keep a third copy.

No discipline shall be imposed on the grounds that the Faculty Member declines to choose one of the options provided on the Expanded Weingarten Notice or fails to sign it.

In the event that the Faculty Member declines to choose an option or sign the Expanded Weingarten Notice, the meeting may proceed without the union representative being present.

If the Faculty Member does not initially choose to request that a union representative be present at the meeting, the Faculty Member may reverse that decision at any time during the meeting or subsequent meetings, and may request that a union representative be present.

Should the Faculty Member request that a union representative be present during the meeting, the meeting may not proceed until a union representative is in attendance.

## **Section 15.3. Processing Complaints and Findings (Other Than Discrimination and Harassment Claims).**

As part of any investigation under this Article, with the exception of discrimination and harassment claim investigations, the following shall apply:

**15.3.a.** The District shall notify the Faculty Member in writing of the specific allegations of a complaint within ten (10) working days after receipt. In the case of oral complaints, the District shall provide the Faculty Member with a written summary of the specific allegations. Reasonable efforts will be made to provide at least five (5) working days' notice prior to the first investigatory meeting with the Faculty Member and to conclude the investigation in a timely manner.

**15.3.b.** When a Faculty Member is subject to accusations of misconduct in which placement on involuntary paid administrative leave is warranted, the Faculty Member shall be given written notice as to the general nature of the allegation(s) of misconduct upon which the decision to place the employee on involuntary paid administrative leave is based.

- (1) Except in the event of a serious risk of physical danger or other necessity arising from the specific allegation, written notice shall be provided at least two (2) days before the involuntary paid administrative leave commences.
- (2) A faculty member subject to an immediate involuntary paid administrative leave due to a serious risk of physical danger or other necessity shall receive written notice of the general allegation(s) of misconduct within five (5) days of being placed on leave.
- (3) The District should investigate all allegation(s) of misconduct and either reinstate the Faculty Member or initiate disciplinary proceedings within ninety (90) days.

**15.3.c.** Investigatory meetings, on a matter where Management reasonably believes that questioning may lead to disciplinary action being taken or a pre-disciplinary/corrective action being issued will prompt the Expanded Weingarten Rights. Management will proceed with the investigatory meeting only after he/she follows the Expanded Weingarten Rights.

**15.3.d.** If at the conclusion of an investigation, the Supervising Administrator believes that a letter of reprimand is warranted, the complete written complaint/allegations will be delivered to the Faculty Member and the union representative (if authorized by the Faculty Member) along with a

detailed summary of the investigative findings, if any. The Faculty Member will be given the right to respond in writing, prior to the letter of reprimand being placed in the personnel file (Section 15.5.a.).

#### **Section 15.4. Corrective Action or Discipline Based on Direct Observation of the Supervising Administrator.**

**Section 15.4.a.** When the Supervising Administrator observes or directly experiences inappropriate or unprofessional conduct, or there is a known infraction based on failure to adhere to directives, department procedures or Board Policy, management may determine that the conduct warrants corrective action or discipline. Prior to taking action on the matter, the Supervising Administrator shall first meet with the Faculty Member upon the first instance of such conduct. For issues that are not server or ongoing, the Supervising Administrator shall attempt an informal resolution of the matter.

**Section 15.4.b.** Subsequent to the meeting, based on the discussion at the meeting or the severity of the conduct, the administrator may determine that corrective action or discipline is warranted. Corrective Action may include the following:

- (1) Face to Face Counseling. A face-to-face discussion of the conduct and follow-up instructions regarding future expectations of conduct may be conducted with the Faculty Member.
- (2) Letter of Instruction. A letter of instruction may be issued and will outline the circumstances giving rise to the letter, and written instructions for future conduct. The letter of instruction will be hand-delivered or sent by certified mail to the Faculty Member, and also sent the Faculty Member electronically. The letter of instruction will not be maintained in hard copy or copied to the Personnel File. However, if a subsequent letter of reprimand is issued, based on violation of the letter of instruction, the electronic version may be printed and attached to the letter of reprimand.
- (3) Letter of Reprimand. No letter of reprimand shall be administered by the District to a Faculty Member without good and sufficient reason. The letter of reprimand, once issued, shall be placed in the Faculty Member's Personnel File and shall be kept confidential unless the Faculty Member waives that confidentiality. The Faculty Member shall have a right to respond as indicated in Section 15.5.a.

**Section 15.4.c.** Recurring unprofessional conduct or recurring substantiated complaints may result in additional letters or reprimand to the Faculty Member without the requirement of a pre-meeting with the Faculty Member. The rights of response are indicated in Section 15.5.a.

**Section 15.4.d.** Disciplinary actions will be governed by Education Code Sections 87732 and 87734. These disciplinary actions are: immoral or unprofessional conduct; dishonesty; unsatisfactory performance; evident unfitness for service; physical or mental condition that makes him or her unfit to instruct or associate with students.

For instances of unsatisfactory performance, the Faculty Member shall first receive a "90 Day Notice/Notice of Unprofessional Conduct," and shall be given an opportunity as specific in the notice to correct the condition before any disciplinary proceeding. If the condition is not corrected, the Faculty Member will receive specific notification of the District's intent to pursue discipline. See Sections 15.5.b. and 15.5.c.

#### **Section 15.5. Faculty Member's Rights of Response Regarding Corrective Action or Discipline.**

**Section 15.5.a. Letter of Reprimand.** Prior to the letter of reprimand being placed in the personnel file, the Faculty Member shall be afforded a thirty (30) day opportunity to respond to the contents



of the letter. Reasonable extensions to this can be made by mutual agreement for good and sufficient reason. If the Faculty Member's response is received in the thirty (30) day period, it shall be attached to the letter of reprimand for concurrent placement in the personnel file. This provision does not preclude the Faculty Member from submitting a written response for placement in his/her personnel file at any point after the letter of reprimand has been placed in the personnel file.

**Section 15.5.b. Pre-disciplinary Notification.** At the conclusion of an investigation or direct observation by the Supervising Administrator, if the District determines that discipline is warranted, prior to any disciplinary action the Faculty Member shall receive written notification through certified mail to their home address that is on file with the District Department of Human Resources. A second copy of this notification shall be sent to the Union if authorized by the Faculty Member. The notification shall include the following:

- (1) A statement in ordinary and concise language of the specified acts and omissions upon which the proposed disciplinary action is based.
- (2) The specific disciplinary action proposed.
- (3) The cause(s) or reason(s) for the specific disciplinary action proposed.
- (4) A copy of the charges and materials upon which the proposed disciplinary action is based.
- (5) Notice of the Faculty Member's right to a pre-disciplinary (Skelly) hearing, the right to representation, and the person to whom he/she must make that request in writing by a specified date.

**Section 15.5.c. Pre-disciplinary (Skelly) Hearing.** Upon receipt of such a request, the Vice Chancellor of Human Resources or District designee shall schedule a pre-disciplinary (Skelly) hearing to be held not less than five (5) days from the notification to the Faculty Member of the intent to discipline, to determine whether to proceed with the discipline.

- (1) The District appointee (Skelly Officer) hearing the Faculty Member's perspective must be able to render an unbiased opinion and must have the authority to reverse the initial recommendation of discipline.
- (2) If agreed upon by the Skelly Officer and the Union representative, the Administrator imposing the discipline may also be present to hear the Faculty Member's perspective.
- (3) At the Skelly Hearing the Faculty Member may present in writing or in person, with or without a representative, any information as to why the intended action should not proceed. At the conclusion of that hearing or after the scheduled time the Faculty Member chooses not to appear or present information, the Administrator shall recommend a decision to the Vice Chancellor of Human Resources, which shall be carried to the Governing Board for final action.

**Section 15.5.d. Denial of Tenure.** Due Process relating to denial of tenure is referenced in Appendix B of this agreement.

#### **Section 15.6. Student Grievances General Definitions.**

- (1) **Grievance** – A complaint against a Faculty Member, filed by one or more students, which alleges a grievable action.
- (2) **Supervisor** – That person charged with the responsibility and authority for job assignment and evaluation of the Faculty Member.
- (3) **Grievable Action.** For the purposes of this Article, a grievable action is an action that is alleged to be in violation of federal or state law, a violation of an applicable District/ College

policy or procedure, or that constitutes arbitrary, capricious, or unequal application of written District policies or procedures. Note: Sexual harassment complaints are handled under a separate complaint process under this Article.

- (4) **Student** – A person enrolled in any course, lecture series or workshop offered under the auspices of the College, or it may also be a person formerly enrolled who is in the process of pursuing a grievance.
- (5) **Grievant** – The student who alleges that he or she has been treated unfairly.
- (6) **Work/Working Day** – For the purposes of the Student Grievance Section of this Article, a work/working day is any day during the Fall or Spring semester in which the College is open for business, excluding weekends and holidays.
- (7) **Division Dean** – The instructional or student service administrator responsible for the discipline in which a specific course is offered.
- (8) **Time Limitation Period** – Grievances will be permitted only through the end of the sixth week of the semester following the semester or summer session in which the alleged incident occurred.
- (9) **Campus Advisor** - A current student or employee of the District who accompanies the student grievant in the grievance process and may provide advice to the student grievant at a meeting with the Faculty Member as part of the informal grievance process.
- (10) **Grievance Officer** - An administrator appointed by the College President to process and resolve Student Grievances.

### **Purpose**

For the purpose of this Article, the student grievance procedure is to provide an impartial review process to ensure that the rights of all involved are properly recognized and protected.

### **Grade Grievances**

All grade grievances will be handled through the student grievance process outlined in the sections below. However, in general and by law, the instructor is solely responsible for the grades he/she assigns. No instructor may be directed to change a grade except in certain narrow circumstances authorized by Education Code Section 76224(a), "When grades are given for any course of instruction taught in a community college, the grade given to each student shall be the grade determined by the instructor of the course and the determination of the student's grade by the instructor, in the absence of mistake, fraud, bad faith, or incompetency, shall be final."

For the purposes of this Article, grades may only be reviewed within the following narrow context, subject to ratification by student government organizations:

- (1) **Mistake:** an unintentional act, omission or error by the instructor or the College.
- (2) **Fraud:** a deception deliberately practiced in order to secure unfair or unlawful gain. Fraud may exist when a grade is based upon some sort of dishonest activity, for example, selling grades.
- (3) **Bad Faith:** an intent to deceive or to act in a manner contrary to law and/or a grade assigned because of a student's protected characteristics as defined in Education Code Section 66270. If, pursuant to the discrimination and harassment complaint procedure, as delineated in Title 5, California Code of Regulations, Section 59300, it is determined that a grade was the result of discrimination or harassment, the grade may be changed as a remedy for the discrimination or harassment.

- (4) **Incompetence:** a lack of ability, legal qualification, or fitness to discharge a required duty. A student may claim incompetency when he or she has evidence that the instructor has an impaired ability or fitness (due to accident or illness) to adequately judge the student's performance.

The Federation and the District understand that the applicability and enforcement of the Student Grade Grievance Process, as outlined herein, may be subject to challenge or modification by students pursuant to state or federal law.

## **Section 15.7. Student Grievance Process.**

### **Stage One – Informal Problem Resolution**

When a student has a complaint about a Faculty Member, the student should be encouraged to make every effort to meet with the Faculty Member to resolve the complaint. If the student is unable to meet with the Faculty Member, the student is encouraged to use the services of a campus advisor for this meeting or at any point during the informal resolution level or the formal grievance stage of the process. If a satisfactory resolution is not achieved with the Faculty Member, the student may proceed to the Faculty Member's immediate supervisor to resolve the issue. The immediate supervisor is usually the Division Dean.

The supervisor will discuss the issue with the student(s) and the Faculty Member involved, either individually or collectively, in an effort to resolve the issue. The supervisor may proceed with any investigatory meeting with the Faculty Member if there is a basis for a legitimate complaint, as mentioned in Section 15.3. Where the information gathered could lead to disciplinary action or letter of reprimand being issued, the supervisor will proceed in any investigatory meeting with the Faculty Member only after he/she follows the Expanded Weingarten Rights Procedure set forth in Section 15.2 .

If the complaint cannot be mutually resolved at the informal problem resolution level, then the student may file a formal written grievance by completing the Student Grievance Form and filing it with the College Grievance Officer within the limitations period.

### **Stage Two – Administrative Review of the Formal Complaint**

Upon receipt of the written and signed Student Grievance Form, the College Grievance Officer shall promptly forward a copy to the person against whom the complaint has been lodged and the Faculty Member's supervisor. Upon receipt of the formal complaint, the College Grievance Officer will screen out false or unfounded allegations and allegations not meeting the criteria set in Section 15.6.3 . Reasonable attempts will be made to contact the parties concerned, either individually or collectively, in order to resolve the issue. The College Grievance Officer may proceed with any investigatory meeting with the Faculty Member if there is a basis for a legitimate complaint, as mentioned in Section 15.6.3.

Where the information gathered could lead to disciplinary action or letter of reprimand being issued, the supervisor will proceed in any investigatory meeting only after he/she follows the Expanded Weingarten Rights Procedure set forth in Section 15.2 . This does not apply if, in a previous interview involving the same issue, the supervisor had already obtained a completed and signed Expanded Weingarten Notice from the Faculty Member.

Within twenty-five (25) working days, the College Grievance Officer shall make a good faith effort to return a written decision to the student who filed the grievance, indicating the resolution with any recommended action, and a copy of this decision shall be given to the Faculty Member.

The College Grievance Officer may recommend any one of the following actions:

- (1) That no future action is necessary nor will the complaint prejudice in any way the individual's employment status as a member of the College staff.
- (2) That there be some type of action or remediation. In such case, the written documentation

and recommendation, if any, will be forwarded to the person deemed appropriate for the consideration and/or implementation of the remedy. The District shall not place the Grievance Officer's documentation or recommendation in the Faculty Member's personnel file unless disciplinary action is taken or a letter of reprimand is issued.

**Stage Three – Appeal of Findings.** When students appeal a finding that favors the Faculty Member, the Faculty Member will be provided timely notice of the appeal and of the Faculty Member's right to a union representative if follow-up meetings or hearings require the Faculty Member's participation.

If there is an investigative finding that leads a supervisor to pursue corrective action, the Faculty Member shall be afforded the opportunity to appeal the corrective action to the appropriate Vice President. If the Vice President upholds the recommended corrective action, the Faculty Member may appeal to the President of the College, subsequently, the Vice Chancellor of Human Resources, and ultimately the Chancellor. Section 15.2 and Section 15.3 (subsections C and D) will apply. In the event of a recommendation to discipline a Faculty Member, the Faculty Member will have rights as outlined in Section 15.4.

The Federation and District understand that the applicability and enforceability of the Student Grievance Process, as outlined herein, may be subject to the challenge or modification by students pursuant to state or federal law.

**Section 15.8. Nondiscrimination (See also Article X – Academic Relations).**

The District and the Federation agree there will be no tolerance for unlawful discrimination against any Faculty Member on the basis of age (40 or older), race, ethnic identity, color, religion, ancestry, national origin, sex, gender, pregnancy, marital status, sexual orientation, physical and mental disabilities, or veteran status. Further, there will be no discrimination on the basis of political activities or affiliations, or membership or non-membership in any faculty organization.

Equal Employment Opportunity (EEO). The District and the Federation agree to make a good faith attempt to adhere to EEO principles and guidelines to ensure that hiring practices safeguard equal opportunity for all qualified employees and applicants for District positions without regard to status based on protected characteristics described above. The District and the Federation commit to the pursuit of diversity within the framework of applicable federal and state laws.

Harassment. The District and Federation are committed to creating and maintaining an environment that is free of harassment and agree that no employee shall be subject to any form of verbal, physical, visual or written communications that constitute harassment by managers, co-workers, or others in the workplace based on protected characteristics listed above. It is understood that documentation utilized under the evaluation or discipline process shall not be construed as harassment.

In applying this Section, the rights of free speech and association, that do not constitute harassment as defined above, should be accommodated consistently with the intent of this Article.

Sexual Harassment. The District and the Federation agree that all employees have a right to work in an environment that is free from sexual harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, when submission to or rejection of this conduct explicitly or implicitly affects a person's employment or education, unreasonably interferes with a person's work or educational performance, or creates an intimidating, hostile or offensive working or learning environment. More specifically, there are two types of discrimination/sexual harassment:

- (1) Quid Pro Quo Harassment – This for that – occurs when submission to sexual conduct is explicitly or implicitly made a condition of a job, a benefit, or the absence of a job and can also occur when sexual conduct is made a term or condition of a student's grade or progress.

- (2) Hostile Work or School Environment exists when an employee or student can demonstrate that he/she has been subjected to verbal, visual, or physical conduct, based on a protected characteristic listed above. Further, it must be established that the conduct was both subjectively and objectively unwelcome, and was sufficiently severe or pervasive to alter the condition of the working or educational environment.

The District shall take all appropriate and reasonable measures to prevent sexual harassment and will respond promptly to resolve sexual harassment complaints, in accordance with Board Policy, Title IX, and provisions of Title 5.

All Faculty Members shall comply with the requirements of Board Policy, Title IX and Title 5 and shall cooperate with a District investigation into allegations of harassment or discrimination, as lack of cooperation impedes the ability of the District to investigate thoroughly and respond effectively. The District shall indemnify and defend any Faculty Member from any financial liability and legal costs and hold harmless from any disciplinary action, Faculty Members who, in the course and scope of their duties, and in good faith, reports any complaint or suspected instances of sexual harassment, sexual violence, or any form of sexual misconduct or discrimination.

A Faculty Member will not be disciplined for not reporting an incident where reasonable judgment has been exercised.

These provisions do not limit the right of faculty to professionally express or discuss in their classrooms and throughout the District challenging ideas and topics related to courses they teach, their own academic and professional expertise and viewpoints on campus and District policy.

Faculty Members accused of discrimination or sexual harassment will be promptly notified when a complaint has been made, and will be informed of his/her Expanded Weingarten Right to have union representation present during the investigative interview. The Faculty Member will be provided information in writing, outlining the allegations far enough in advance of the meeting to adequately prepare, but without jeopardizing the integrity of the investigation. Reasonable efforts will be made to provide at least five (5) working days notice prior to the first investigatory meeting with the Faculty Member. Immediately following the investigative interview, the Faculty Member will be given the full text of the written complaint, if the complaint was submitted in writing.

Investigative reports of discrimination and sexual harassment are confidential documents that will not be provided to the Faculty Member. However, if based on the findings of an investigator, the District decides to pursue pre-disciplinary/corrective action – a letter of warning or reprimand being placed in the Faculty Member's personnel file – at the Faculty Member's request, the District will provide a detailed summary of the investigative findings, as prepared by the investigator.

In the event suspension, termination or dismissal is recommended, based on the findings contained in the investigative report, the Faculty Member shall be entitled to a copy of the charges and materials upon which the proposed discrimination action is based, including the full text of the report.

Grievances/Complaints processed under this Section will be handled with all possible confidentiality. The District and the Federation agree to comply with the Americans with Disabilities Act (ADA). The District agrees to engage in a good faith, interactive process, to consider requests from Faculty Members to make reasonable accommodation on a case-by-case basis for those employees that are covered under the ADA. The District and the Federation shall meet to discuss concerns expressed by an employee regarding the implementation of the ADA.

The District and the Federation agree that retaliation against a Faculty Member or other employee of the District, based on complaints of discrimination or cooperation with investigations or lawsuits, is a violation of Policy and will not be tolerated.

The District and the Federation recognize that avenues outside of this Agreement exist for the legal determination of issues which deal with discrimination. Therefore, the exercising of rights under this

Section are subject to the grievance/complaint procedure in this Agreement only through the completion of Level III.

## **ARTICLE XVI. FLEX DAYS**

### **Section 16.1. Full Time Faculty Flex Activity Obligation**

#### **Section 16.1.a. Fall Flex Day:**

All faculty (including Counselors, Librarians, and those who teach online) shall complete six hours of flex activities on the designated college Fall Flex Day to be held on the Friday immediately preceding the first full week of instruction for the Fall semester. The events at this Flex Day shall be determined by the College administration in consultation with the College Flex Activity Committee, except that the Coast Federation of Educators will have one (1) hour of time to address faculty exclusive of other activities.

#### **Section 16.1.b. Spring Flex Day:**

All faculty (including Counselors, Librarians, and those who teach online) shall attend the designated College Spring Flex Day scheduled by the Calendar Committee on a Thursday during the Spring semester (except during Spring Break). No classes will be scheduled on the Spring flex day. The events for the Spring Flex Day shall be determined by the Faculty Flex Coordinator and the Flex Activity Committee (or other agreed-upon body as provided below) in consultation with the College administration.

#### **Section 16.1.c. Flex Absences:**

Faculty with an absence approved by the appropriate administrator will be allowed to make up their missed flex activity/professional development hours by April 30<sup>th</sup>.

The College Flex Committee will determine and approve alternative Flex activities for faculty who are absent on the designated College Flex Day.

For full-time faculty, Flex obligation must be completed by April 30<sup>th</sup>. If full-time faculty do not complete their flex obligation by April 30<sup>th</sup>, their pay shall be docked for the hours missed. An absence form (without pay) will be processed for the hours missed.

Faculty on a District approved leave or assignment (such as sabbatical, medical leave of absence, in-season or post-season competition for an athletics team) on a required Flex Day are exempt from completing the required Flex hours.

### **Section 16.2. Part-Time Faculty Flex Activity Obligation**

All part-time faculty are encouraged to attend three (3) hours of Flex activities per semester. Part-Time faculty will receive pay for up to a maximum of three (3) hours at the non-instructional miscellaneous rate after verification of Fall Flex attendance regardless of assigned schedule.

Part-time faculty scheduled to teach a semester-long class that meets regularly on the designated Flex Days are required to attend Flex Day activities for the number of hours equal to the hours scheduled for the class meetings. Please see examples below:

- During Spring, if a part-time Faculty Member is scheduled to teach for 2 hours on Thursday, and participates in 2 hours of Flex Day activities the Flex Day obligation is met, but the Faculty Member will not receive additional pay.
- During Spring, if a part-time Faculty Member is scheduled to teach for 2 hours on Thursday and participates in 5 hours of Flex Day activities - the Flex Day obligation is met, and the Faculty Member will receive three hours of pay.

Any part-time faculty who are teaching a semester-long class that meets regularly on a designated Flex Day, but who are not able to attend the required hours of Flex activities on Flex Day, must have an absence approved in advance by their respective administrator and make up their missed Flex activity/staff development hours by April 30<sup>th</sup> as determined by the Flex Committee.

If there are no Flex activities available at the time of their Spring teaching assignment, the part-time Faculty Member must make up their missed flex obligation by April 30<sup>th</sup> as determined by the Flex Committee.

The Flex obligation must be completed by part-time faculty by April 30<sup>th</sup>. If part-time faculty do not complete their flex obligation by April 30<sup>th</sup>, their pay shall be docked for the hours missed. An absence form (without pay) will be processed for the hours missed.

### **Section 16.3. Flex Coordinator**

District will establish or enhance the position of Faculty Flex Coordinator on each campus, beginning in the Fall 2016 semester. The Faculty Flex Coordinator will be a full-time Faculty Member and shall be mutually selected for a two-year term by the Vice President of Instruction and Academic Senate with 20% release time. The Flex Coordinator will work with the Flex Activity Committee to support the development and implementation of the Fall and Spring Flex activities. A job description for the Flex Coordinator will be negotiated by the District and CFE.

### **Section 16.4. Funding**

The District shall contribute to each campus Flex Coordinator/Committee a total of \$20,000 per academic year to be used to organize on-campus flex activities. Unused money will be maintained by the College Flex Activity Committee for future flex activities. At no time shall the balance in the Flex Activity Committee fund exceed \$40,000.00 without written approval from the Vice-Chancellor of Finance.

### **Section 16.5. Flex Activity Committee**

A Flex Activity Committee shall be formed at each College by mutual agreement between the Academic Senate and College president or designee. The Flex Activity Committee shall may be comprised of a classified employee responsible for staff development, the Faculty Flex Coordinator, three (3) Academic Senate representatives, a CFE representative, a CFCE representative, two management representatives, and a student representative. The Flex Coordinator in coordination with the Flex Activity Committee will organize campus activities for the Spring Flex Day and consult with College administration for the Fall Flex Day. These activities will be consistent with the California State Chancellors office "Guidelines for the implementation of the flexible schedule calendar program."

## **ARTICLE XVII. UNPAID LEAVES.**

**Section 17.1. Types of Leaves.** The District shall grant unpaid leaves of absence to Faculty Members for extended disability; maternity; military service; public service; and Family Medical Leave. The District may grant unpaid leaves of absence to Faculty Members for other good and sufficient reasons, such as, but not limited to: professional research, study or travel; service to education; long-term personal necessity; family illness, subject to the conditions set forth in this Article, and grant leaves.

### **Section 17.2. General Conditions.**

**Section 17.2.a.** A Faculty Member shall make written application for such leave to the designated Administrator as far in advance as possible. Such request shall be in accordance with District procedures. The application for leave shall state the category requested, the reason or reasons necessitating the Faculty Member's absence, and the requested duration of the absence. If the leave is granted, the Faculty Member shall be notified in a timely manner. If denied, the Faculty Member shall be provided, in a timely manner, with a written statement giving the reason(s) for such denial.

**Section 17.2.b.** The District may require a Faculty Member to submit evidence to justify the Faculty Member's request for leave.

**Section 17.2.c.** Unpaid leaves for professional research, study or travel, service to education and Federation business are available only to Faculty Members who have been continuously employed for a period of at least five (5) consecutive semesters. All Faculty Members are entitled to extended disability leave, military leave, public service leave, and family and medical leave and the District may grant any other leaves to any Faculty Members.

**Section 17.2.d.** Unless otherwise provided in this Article, a Faculty Member on an unpaid leave of absence shall be entitled to:

- (1) Return to the same College to an assignment as near as possible to the assignment the Faculty Member held prior to the commencement of the leave, unless Section 22.3., shall have been implemented.
- (2) Receive credit for annual salary increment during the Faculty Member's leave; provided that no more than one (1) such annual salary increment shall be made in the event the leave granted exceeds one (1) year.
- (3) Suffer no loss of seniority while on leave.
- (4) The Faculty Member may continue the insurance benefit program for the duration of the leave by paying the full premium per District procedure. In the case of family and medical leave, the District and the employee shall pay their respective portion of the premiums of the insurance benefit program.

**Section 17.2.e.** A Faculty Member who fails to return to duty upon completion of the unpaid leave of absence may be subject to disciplinary action, up to and including dismissal, unless such Faculty Member was unable, due to causes beyond the Faculty Member's control, to return to duty, in which event the Faculty Member must report the circumstances as soon as the Faculty Member is able to do so.

### **Section 17.3. Extended Disability.**

**Section 17.3.a.** If a Contract or Regular Faculty Member suffers an extended disability and is thereby unable to perform the required duties as a Faculty Member, the Faculty Member shall, upon exhaustion of paid sick leave as provided in Section 14.4., be granted an unpaid extended disability leave.

**Section 17.3.b.** The Faculty Member's request for such unpaid leave shall be accompanied by a physician's statement as to the necessity of such leave and the estimated duration of the disability. The District may at its expense require that the Faculty Member be examined by a physician selected by the District. In the event of a conflict in the findings of the two physicians, a third physician, mutually acceptable to the Faculty Member's physician and the District's physician, shall be chosen and an opinion solicited. The cost of such examination by a third physician shall be paid by the District. If the Faculty Member chooses not to have a physician, but chooses, because of the Faculty Member's religious affiliation, to have such statement furnished by a recognized practitioner of a well-recognized church or denomination, the Faculty Member may still be required



to submit to an examination by a District-designated physician and the provision for a mutually acceptable third physician shall not apply.

**Section 17.3.c.** The period of such leave shall be determined by the medical condition of the Faculty Member. Any such extended disability leave shall not exceed a period of twelve (12) calendar months provided that any such leave for a Contract Faculty Member shall not exceed the end of the semester in which the disability occurs. The District may grant an extension(s) of such extended disability leave which may extend beyond the period herein specified. Any extension is subject to the requirements of subsection b. of this Section.

**Section 17.3.d.** The District shall pay the premium costs of insurance benefits for a Faculty Member who is granted an extended disability leave under this Section.

#### **Section 17.4. Family and Medical Leave.**

**Section 17.4.a.** Faculty Members who have been continuously employed for twelve (12) months and working for 1,250 hours are eligible under federal and state laws for Family and Medical Leave. Leaves shall be granted for up to twelve (12) weeks in a one (1) year period. Leaves must be granted in accordance with time periods applicable to State and Federal law.

**Section 17.4.b.** Unpaid leave is permitted for the following reasons: to care for the Faculty Member's newborn child or a child placed with the Faculty Member for adoption or foster care (State and Federal law run concurrently for twelve (12) week period allowed for care of newborn, adopted, or foster child); to care for the Faculty Member's spouse, registered domestic partner, son, daughter or parent who has a serious health condition including pregnancy; because of a "qualifying exigency" relating to the covered active duty or call to active duty in the armed forces of a spouse, son, daughter or parent of the Faculty Member, in accordance with federal law and regulations; or, for a serious health condition that makes the Faculty Member unable to perform the functions of his/her position. A Faculty Member who is the spouse, son, daughter, parent, or next of kin of a covered service member with a serious illness or injury is entitled to up to 26 weeks in a single 12-month period to care for the covered service member, in accordance with federal law and regulations ("Military Caregiver Leave"). The combined total of Military Caregiver Leave and any other FMLA-qualifying leave shall not exceed 26 weeks in a single 12-month period, provided that the Faculty Member is entitled to no more than 12 weeks of leave for FMLA-qualifying reasons other than the Military Caregiver Leave. Such leave does not constitute a break in service for purposes of longevity, vacation and/or sick leave, or under any other Articles of this Agreement. Leave provided may be taken in one (1) or more periods when provided by law. Upon return from Family and Medical Leave, the Faculty Member shall return to the same or equivalent position with the District, including contract pay (base salary plus, and if applicable, overload), benefits, and other employment terms and conditions. The Faculty Member shall provide thirty (30) days advance notice of the need for Leave except in the case of an emergency.

**Section 17.4.c.** The employee and dependent benefit coverage as provided under the Agreement shall continue as if the Faculty Member were actively at work. The District and the Faculty Member shall pay their respective portion of the premiums of the insurance benefit program during the Leave. The District Benefits Office shall inform the employee of its interpretation of the leave for which the person is eligible in advance of the person taking leave. Notwithstanding any potentially contrary provision(s) of this Section, the Faculty Member shall be entitled to the most beneficial provision of state and/or federal Law.

**Section 17.5. Professional Research, Study and/or Travel.** The District may grant Faculty Members unpaid leaves of absence for professional research, study, and/or travel. Such leave shall be approved in one (1) semester/six (6) calendar month periods. The District may grant an extension of such leave for one additional year.

**Section 17.6. Service in Education.** The District may grant a Faculty Member an unpaid leave of absence to work for an educational organization at the local, State or national level provided such

employment is deemed beneficial to the Faculty Member and the District. Such leave may be approved for one (1) semester and shall not exceed one (1) academic/fiscal year as the case may be. The District may grant an extension of such a leave up to one (1) additional year.

**Section 17.7. Long-Term Personal Necessity.**

**Section 17.7.a.** A Faculty Member may be granted a leave of absence without pay for compelling personal reasons for a specified period of time. Faculty Members may be granted long-term personal necessity leaves for reasons such as recuperation, readjustment, child rearing, and career redirection.

**Section 17.7.b.** Such leaves may be granted for a specified period, not to exceed one (1) year. The District may extend such leave for an additional year.

**Section 17.8. Family Illness.** Faculty Members may be granted up to one (1) year's leave for care of a seriously ill member of the Faculty Member's immediate family. The District may grant such a leave for an additional year. The granting of such a leave, or the extension of same, will be considered only upon written verification of need by the attending physician. Also see Section 17.4, Family and Medical Leave.

**Section 17.9. Military Service.** A Faculty Member shall be granted military leave in accordance with applicable Federal and State laws.

**Section 17.10. Public Service.**

**Section 17.10.a.** A Faculty Member who is elected to the State Legislature or Congress or appointed to government service will be granted an unpaid leave of absence for the length of the term or terms of office, not to exceed six (6) years.

**Section 17.10.b.** The Faculty Member on such leave shall notify the District, in writing, of an intended or possible return no less than (1) semester in advance.

**Section 17.11. Grant Leaves.**

**Section 17.11.a.** The District may approve an unpaid leave to permit a regular Faculty Member to accept a grant to teach, lecture, or do research for a private institution or a city, county, state, federal or foreign government.

**Section 17.11.b.** The employee must hold regular status on the effective date of the leave.

**Section 17.11.c.** Service under a grant leave counts toward the service required for a sabbatical leave.

**ARTICLE XVIII. RETIREMENT.**

**Section 18.1. Reduced Workload Program.**

The District has established, and will continue to implement, a pre-retirement reduced workload program that will allow partial employment for full-time Faculty Members approaching retirement and will provide an incentive for those who may choose to retire early under the appropriate Education Code provisions. The Reduced Workload Program allows a full-time Faculty Member of CalSTRS to reduce his/her workload from full-time to part-time duties and receive the service credit the Unit Member would have received if the Unit Member were employed on a full-time basis and have his/her retirement allowance as well as health benefits in the same manner as if employed on a full-time basis. It is the intent of the parties that this program be carried out in compliance with the Education Code Sections 20815, 22713, 87483 and any other applicable laws.

## **Section 18.2. Retirement Benefits.**

**Section 18.2.a.** Recognition of Meritorious Service. In recognition of their meritorious service, Faculty Members who retire and meet the District service retirement criteria set forth in 20.6.c shall be granted a "retiree card" that entitles retired Faculty Members to the following:

- (1) Certificate for years of meritorious service to be presented by the Board of Trustees.
- (2) Lifetime use of College library (excluding access to subscription-based resources intended for students).
- (3) Inclusion of Faculty Member's name in an appropriate section of the College catalog.
- (4) If appropriate, and at the Faculty Member's request, inclusion as a participant in the Speakers' Bureau program and in the Speakers' Bureau brochures.
- (5) Retired Faculty Members will be encouraged to make their services available to the District. All full-time Faculty Members who retire from the District and are rehired by the District to teach as part-time instructors shall be placed at the bottom of the part-time faculty priority assignment list (PAL) at the College from which they retired.
- (6) Upon request, Retired Faculty Members shall have the right to an annual parking sticker as if they were in active status.
- (7) Free access to College fitness centers during open access hours.
- (8) Free admission for Retired Faculty Member and one guest to College athletic events (excluding post-season events).
- (9) Free admission for Retired Faculty Member and one guest to College performing arts productions (excluding productions by third party entities or for-profit co-sponsored productions).

**Section 18.2.b.** Insurance Benefits. (Please refer to Article XX).

**Section 18.2.c.** Wellness Program. Retirees may participate in all wellness activities of the Colleges or as permitted by any District outside contract.

## **Section 18.3. Retirement Incentives.**

By mutual agreement between the District and the Coast Federation of Educators, provisions for retirement incentives may be developed and offered to eligible faculty.

## **ARTICLE XIX. FACULTY SERVICE AREAS.**

### **Section 19.1. Competency.**

For purposes of Education Code Section 87743.1, the list of "Faculty Service Areas" (FSA) in the Coast Community College District shall be as follows:

**Section 19.1.a.** The same as the state minimum qualifications for faculty as defined by the state minimum qualifications for faculty as defined by the Board of Governors in compliance with the Education Code. This list can be found in the Minimum Qualification for Faculty and Administrators in the California Community Colleges published by the Chancellor's Office, March 1995. All subsequent disciplines added to this list by the Academic Senate and approved by the Board of Governors shall become part of this Agreement, or

**Section 19.1.b.** A Faculty Member shall also be considered competent in an FSA by satisfying the equivalency provisions of the District for that discipline. The procedures to obtain an "equivalency" shall be the same as found in the Faculty Hiring Policy and Procedures, or

**Section 19.1.c.** Holds a valid appropriate credential. The District shall review the transcripts of each holder of a General Secondary Credential and grant an FSA for each major, minor or subject area in which a Faculty Member has completed eighteen (18) units of course work or has a demonstrated competency within any FSA. Such competency shall include, but not be limited to, previous teaching experience in grade 7 or higher, and/or work experience.

**Section 19.1.d.** The document entitled Minimum Qualifications for Faculty and Administrators in California Community Colleges includes a state approved list of disciplines requiring the Master's Degree and disciplines in which a Master's Degree is not generally expected or available can be found at the following locations:

- State Chancellor's Office Website
- All Academic Senate Offices
- Libraries at Coastline College (online), Golden West College and Orange Coast College
- CFE offices at Golden West College and Orange Coast College
- All College offices of the Vice President of Instruction and the Vice President of Student Services
- District Office of Human Resources

## **Section 19.2. Notification.**

**Section 19.2.a.** The District shall provide Bargaining Unit Faculty Members with a list of Faculty Service Areas, as outlined in this Agreement, in which he or she is competent within sixty (60) days of start date.

**Section 19.2.b.** Faculty Members may petition the District for recognition of competence in additional FSA's by filing such petition on or before February 15 of each academic year. It shall be the responsibility of the Faculty Member to provide the District with all records necessary to substantiate the additional claims of competence.

**Section 19.2.c.** Faculty Members new to the District shall qualify for the FSA's in which they are assigned as of the completion of the first day of teaching in such assignment.

**Section 19.3. Disputes.** In the event of a dispute between the District and a Faculty Member regarding qualification for service within any FSA, a committee composed of Faculty Members within the FSA in question, jointly selected by the Federation and the District, shall be convened to determine said qualification. The Federation Faculty President or alternate and the Vice Chancellor for Human Resources or alternate may sit on the committee as non-voting members. Refusal to grant recognition by the District in a Faculty Service Area is grievable under Article XXIV, Grievance and Arbitration Procedure, starting at Level III.

## **ARTICLE XX. EMPLOYEE AND DEPENDENT BENEFITS COVERAGE.**

### **Section 20.1. Premium Costs.**

**Section 20.1.a. Employee Premium.** The employee shall contribute 0.8% of the base annual salary established by the salary schedule in effect on July 1st of that year, on a 10-month basis. The balance will be paid by the District.

**Section 20.1.b. Dependent Premium.** The District shall contribute 70% of dependent premium. Employee shall pay remaining 30% by payroll deduction, on a ten (10) month basis, up to a maximum of fifty dollars (\$50) per month.

- (1) The parties agreed to implement the Health Now – Anthem Blue Cross PPO on October 1, 2019..
- (2) An Internal Revenue Code section 125 provision allowing for deductions on a pre-tax basis will be available to the employee to the extent permitted by law or the extent such deductions do not result in a tax penalty to the District.

**Section 20.2. List of Benefits.**

The District shall make available during the duration of this Agreement a benefits program consisting of the following:

**Section 20.2.a. Medical Coverage.**

- (1) Self-funded Plan.

This Self-funded plan includes, but is not limited to, the following:

Preferred Provider Hospital Plan  
Non-preferred Provider Hospital Plan  
Preferred Provider Physician Plan  
Out-patient Surgery  
Second Surgical Opinion  
Maternity Care Alternatives (Birthing Center)  
Hospice Care Alternatives  
Prescription Medication Card

- (2) In-Network Deductible. Annual plan deductible shall be two hundred and fifty dollars (\$250) per person per year; five hundred dollars (\$500) per family per year. Out of network deductions will be five hundred dollars (\$500) per person per year and seven hundred dollars (\$700) per family per year.
- (3) Medical Plan Handbook. A general description of all benefits shall be made available to all employees by the District. The master document will be on file in the Federation office as well as the Benefits office at the District.
- (4) Health Maintenance Organization. A Health Maintenance Organization option will be available to eligible employees.

**Section 20.2.b. Dental Insurance.**

- (1) Faculty Member premium paid by District.
- (2) Dependent premium to be paid by District.
- (3) Deductible will be fifty dollars (\$50) per person; one hundred dollars (\$100) maximum per family per year.

**Section 20.2.c. Vision Insurance.**

- (a) Faculty Member premium paid by District.
- (b) Dependent coverage paid by District.
- (c) Deductible shall be five dollars (\$5.00) per person.

**Section 20.2.d. Life Insurance.**

- (a) Faculty Member's premium paid by District.

- (b) Voluntary dependent life insurance coverage when available will be paid by the employee.

**Section 20.2.e. Short Term Disability (Full-Time employees).**

- (1) Individuals employed at seventy-five percent (75%) or more of a full-time assignment are eligible for salary continuation insurance at District expense after having been employed for three (3) consecutive months. Employees shall be compensated to a maximum of one hundred percent (100%), and overload compensation in effect at the time of disability shall be continued to the end of that semester. (See Section 14.4.e.).
- (2) Individuals employed from fifty percent (50%) through seventy-four percent (74%) of a full-time assignment are eligible for salary continuation insurance at District expense after having been employed for six (6) consecutive months. Employees shall be compensated to a maximum of one hundred percent (100%) of salary, and overload compensation in effect at the time of disability shall be continued to the end of that semester.

**Section 20.2.f. Health Promotion.** The District shall make available to current employees programs in health promotion and preventive health services.

- (a) A joint District/Federation committee shall be established to make recommendations to the District on such programs.
- (b) This program is designed to minimize medical risks for the Faculty Members. Participation is voluntary and is intended to enhance, not duplicate, existing insurance benefits.

**Section 20.3. Employee Assistance Programs.**

**Section 20.3.a.** The District shall make available to current employees programs to assist employees in such areas as chemical dependency and mental health.

**Section 20.3.b.** Employees requiring treatment shall be referred to agencies which are independent of the District.

**Section 20.4. Referral to Employee Assistance Programs.**

**Section 20.4.a. Preamble.** The District and the Federation jointly recognize alcoholism, drug abuse and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interests of the Faculty Members, the District, and the Federation that these illnesses be treated and controlled under the existing collective bargaining relationship. Our sole objective is to help, not harm. This program is designed for early intervention and rehabilitation, and not for employee discipline.

**Section 20.4.b. Protocol.** The rights and benefits of this program shall be coordinated with other benefits provided for in this Article.

**Section 20.5. Definition of Eligible Employees.**

**Section 20.5.a.** Regular full-time and Regular part-time employees shall be eligible for benefits. Individuals employed at seventy-five percent (75%) or more of a full-time assignment are eligible for full coverage as of the first day of the month following the date the employment starts. Dependent coverage shall be available in accordance with Section 20.1 .

**Section 20.5.b.** The District shall share equally the premium cost for Faculty Members employed from fifty percent (50%) through seventy-four percent (74%). Dependent coverage shall be available in accordance with Section 20.1.

**Section 20.6. Continuance of Insurance Benefits.**

**Section 20.6.a. Leaves of Absence, Paid and Unpaid.** Faculty Members on paid leave are considered to be continuing employees, and no interruption to the insurance benefit shall be imposed upon such Faculty Members. Faculty Members who are approved for an unpaid leave may continue insurance benefit coverage for any approved leave by paying to the District the monthly costs prior to the first day of each month. Termination of employment for any reason shall terminate District-paid insurance benefits on the last day of the month of employment with the District, except as otherwise provided in this Agreement.

**Section 20.6.b. Load Reduction.** Faculty Members who involuntarily accept a reduction from more than seventy-five percent (75%) to less than seventy-five percent (75%) shall have their fringe benefit program continued as though their employment level were above seventy-five percent (75%).

**Section 20.6.c. Retirement Benefits.**

- (1) Faculty Hired Prior to July 1, 2018: Full-Time Faculty Members hired prior to July 1, 2018, who retire at age 55 years or older under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS), with 10 or more years of service with the District shall continue District paid hospital, medical, dental, vision and life insurance in which the employee was enrolled at the time of retirement until age 70 under the following conditions:

- (a) Full-Time Faculty Members who retire prior to July 1, 2019, may remain in Health Now – Anthem Blue Cross PPO.

However, Full-Time Faculty Members who retire after June 30, 2019, must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO at age 65 in order to remain eligible for continuation of benefits. The District funded Delta Health Systems PPO plan is not available to retirees after age 65 after June 30, 2019.

- (b) Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.

- (c) For employees who retire on or after July 1, 2019, and are age 65 or older, and whose spouse or allowable dependent is younger than the retiree, the spouse or allowable dependent must enroll in the same plan family as the retiree (e.g. the District's United Health Care HMO or Kaiser HMO plan) in order to remain eligible for the continuation of benefits. Upon reaching age 65, the spouse or eligible dependent must enroll in the same plan as the retiree (e.g. United Health Care Medicare Advantage PPO or Kaiser Senior Advantage HMO) and all available Medicare related programs as required by the District in order to remain eligible for the continuation of benefits.

For employees who retire on or after July 1, 2019, and are age 65 or older, and whose spouse or allowable dependent is younger than the retiree and living out of state, that spouse or allowable dependent shall be permitted to enroll in/remain on the District self-funded Health Now Anthem Blue Cross PPO, until such time as the spouse or allowable dependent reaches age 65, at which time the spouse or allowable dependent must enroll in the same plan as the retiree (United Health Care Medicare Advantage PPO) and all available Medicare related programs as required by the District in order to remain eligible for the continuation of benefits.

- (d) All other provisions related to eligibility and contributions listed in Article 21.6.c.3 shall apply.
- (2) Faculty Hired After June 30, 2018: Full-Time Faculty Members hired after June 30, 2018, who retire at age 60 years or older under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS), with 15 or more years of service with

the District shall continue District paid hospital, medical, dental, vision and life insurance in which the employee was enrolled at the time of retirement until age 70 under the following conditions:

- (a) Retirees ages 65 and over must enroll in the United Health Care Medicare Advantage PPO or the Kaiser Senior Advantage HMO in order to remain eligible for continuation of benefits. The District funded Delta Health Systems PPO plan is not available to retirees after age 65.
  - (b) Retirees must enroll in all available Medicare related programs as required by the District at age 65 in order to remain eligible for continuation of benefits.
  - (c) For employees who retire and are age 65 or older, and whose spouse or allowable dependent is younger than the retiree, the spouse or allowable dependent must enroll in the same plan family as the retiree (e.g. the District's United Health Care HMO or Kaiser HMO plan) in order to remain eligible for the continuation of benefits. Upon reaching age 65, the spouse or eligible dependent must enroll in the same plan as the retiree (e.g. United Health Care Medicare Advantage PPO or Kaiser Senior Advantage HMO) and all available Medicare related programs as required by the District in order to remain eligible for the contribution of benefits.
  - (d) All other provisions related to eligibility and contributions listed in Article 21.6.c.3 shall apply.
- (3) District and Employee Contribution. Changes in plan design (such as co-pays, and plan options) will be the same for retirees as active employees. The District will pay premium costs in the same manner and amount as though the retiree were in active status, and the retiree shall contribute toward the cost of fringe benefits in the same manner and amount as though the retiree were an active member of the District. Should the retiree be required to pay all or part of any premium, the retiree shall reimburse the District in the appropriate amount on the first of each month in which premiums are due.

**Section 20.6.d. Retirement Benefit Age 70 or Older.**

- (1) After age 70, a retired Faculty Member eligible for benefits under Section 20.6.c may continue medical and dental benefits in accordance with subsection 20.6.e. of this section. In the case of a verified disability, as documented by an appropriately licensed physician, and when already qualified by the State Teachers Retirement System or Public Employee Retirement System as meeting requirements for early retirement due to disability status, such employees will be deemed to have met the service and/or age requirements as set forth herein.
- (2) Full-Time Faculty Members who retire on or after July 1, 2019, at age 70 or older, and who meet the requirements of section 20.6.c above shall receive from the District either an annual credit of up to \$3,000 to be applied only to the UHC Medicare Advantage PPO or \$1,000 to be applied to the Kaiser Senior Advantage HMO. The credit shall not apply to any other HMO, Dental, Vision Care premium, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse's or registered domestic partner's death.

**Section 20.6.e. Retirement with Fewer than Ten Years of Service.** Full-Time Faculty Members who retire at age 55 years or older under STRS, or 50 years or older under PERS, but with less than 10 years of service, but with 5 years' credit, with the District may elect, provided they have had no break in coverage, to participate in District-sponsored medical and dental insurance programs for which they are eligible at the retiree's expense. Dependents may also be covered at



the retiree's expense.

**Section 20.6.f. Death of the Employee or Retiree.** The District will for 24 months from the date of the employee's death, pay full premium medical, vision and dental insurance in force for eligible dependents of an employee who dies. For employees or retirees, this benefit shall be provided if the employee or retiree is under the age of 70 at the time of death and the benefit will not extend beyond the last day of the month in which the employee or retiree would have turned age 70.

**Section 20.6.g.** Faculty Members on leave under the guidelines of the Family Medical Leave (FMLA) Section 17.4.b. shall have all benefits, pursuant to this article, continued as if in active duty.

### **Section 20.7. Federation Recommendations Regarding Fringe Benefits Program.**

**Section 20.7.a.** The District shall as appropriate, seek recommendations and input from the Federation regarding the fringe benefits program.

**Section 20.7.b. Benefits Advisory Committee.** The District-wide Health Benefits Advisory Committee (HBAC) has been established with the primary objective of making recommendations to the District for maximizing benefits while containing costs. The HBAC shall meet monthly during the two academic semesters and at other times as determined by its membership. The HBAC will report its activities and recommendations to the Vice Chancellor for Human Resources twice each year.

The HBAC will have the following voting members, from each of these constituent groups:

1. Coast Federation of Classified Employees: 2 representatives; and
2. Coast Federation of Educators: 2 representatives; and
3. Coast District Management Association: 1 classified management representative and 1 educational administrator representative; and
4. Coast District Association of Confidential Employees: 1 representative

One of the voting members will be elected to be the Chair of the HBAC. No constituent group shall have a greater number of representative than the Coast Federation of Classified Employees. Ex-officio members will be the District's Benefits Advisor(s) and the Vice Chancellor of Finance and Administrative Services.

**Section 20.7.c.** The Federation and the District agree that the self-insured employee benefits coverage shall continue to be evaluated by the District wide Benefits Advisory Committee for the purpose of maintaining or reducing the District's out-of-pocket expenses.

**Section 20.8. Funding.** The Health Promotion and Employee Assistance Programs shall be funded each academic year.

## **ARTICLE XXI. PROFESSIONAL DEVELOPMENT INSTITUTE.**

The purpose of the Professional Development Institute (PDI/IPD) is to sustain and enhance the professional growth of faculty and their knowledge and skills, ultimately improving teaching, student learning, and college functioning.

The College will provide administrative staff support for PDI/IPD. Electronic forms, processes, and signatures may be used. Funds for professional meetings, classes, and conferences will be pooled with Professional Improvement/Alternative Methods funds.

## **Section 21.1. Professional Meetings, Classes, and Conferences.**

**Section 21.1.a. General.** The District encourages Faculty Members to attend professional meetings, conferences, and classes related to the District's education program and the Faculty Member's professional growth.

**Section 21.1.b. Budget Allocation.** Each fiscal year the District will provide a meeting, conference, travel, and class fund for Faculty Members to be administered as herein provided. Any funds left over in IPD/PDI funds at the end of the year, including in the President's fund, will be added to next year's IPD/PDI fund. The fund will be utilized to pay the cost of all or a portion of the cost of attending professional meetings or conferences, or taking classes, such as registration fees, meal and lodging expenses, and travel expenses. The fund will amount to a sum equivalent to \$217.36 times the number of full-time Faculty Member positions and \$108.68 times the number of part-time Faculty Member positions annually based upon the adopted budget. For each subsequent year, the above funding will be increased by the percentage salary increase provided to the Faculty each year. Four-fifths (4/5) of the fund will be allocated to the appropriate College body. The remainder of the fund will be allocated by the President, or designee, on a College wide basis. The fund administered by the President, or designee, will be utilized for conferences of a general import to the educational program of the College; special situation which would require the allocation of substantial expenses; and conferences that the District requests a Faculty Member to attend as its representative. By July 31 of each year, the three College presidents will provide to the Federation a written report indicating the faculty member's name, conference attended, and the amount funded.

**Section 21.1.c. Requests.** A Faculty Member who desires to attend a meeting, conference, or take a class, will submit a request in accordance with College procedures. If a Faculty Member is approved for attendance at a conference, the Faculty Member will attend the conference without loss of pay or benefits. The College may approve attendance for a conference without providing any reimbursement for expenses.

**Section 21.1.d. Reimbursement.** If expenses are authorized, the following rules shall apply:

- (1) Faculty Members will travel economy air coach or by authorized alternative means.
- (2) Faculty Members authorized to use a private car with expenses paid shall be reimbursed at the rate established by the District for business travel but in no case will such mileage expense exceed the cost of economy air transportation plus ancillary expenses.
- (3) If two or more Faculty Members attend a meeting, conference, or class and travel together by private automobile, only the individual furnishing the car will be compensated for transportation expenses.
- (4) Requests for reimbursement of expenses shall be for actual authorized expenses and shall be made on the appropriate expense form. It is understood that such reimbursement shall be subject to item limitations as set forth in District policies.
- (5) Partial reimbursement of expenses may be authorized.

**Section 21.1.e. Reports.** Written summary reports or other proof of attendance of meetings and conferences, attended at District expense shall be required to be submitted along with the expense report in order to receive reimbursement. The College PDI/IPD Committee may request and receive copies of these reports from the District.

## **Section 21.2. Professional Improvement Program Units.**

**Section 21.2.a.** A Faculty Member desiring to receive salary advancement credit for a program of

professional improvement may submit a proposal to the College PDI/IPD. The proposal must be submitted and approved prior to pursuing the program, except in exceptional circumstances. The College IPD/PDI will review the proposal, and shall make a determination in accordance with the criteria established.

**Section 21.2.b.** Upon completing the program, the Faculty Member shall submit evidence of credits earned or experience completed to the College IPD/PDI for its certification of successful completion of the program. Such evidence will be forwarded to the College President, or designee, for final certification and forwarding to the Vice Chancellor for Human Resources for implementation.

- (1) Faculty Members shall be assigned to a scale when transcripts have been examined and approved by the District. Only one horizontal salary change may be achieved per year, and the Faculty Member requesting a change must submit all relevant degrees and transcripts to District personnel no later than September 15 of the academic year of the horizontal salary change; a Faculty Member requesting a change through Professional Development Institute units must submit documentation of completion for pre-approved work to IPD/PDI no later than September 1. Compensation shall be effective as of the beginning of the academic year upon notification by the requesting Faculty Member. If transcripts or lack of degrees indicate that the requesting Faculty Member has failed to achieve the units or degrees, no salary adjustment shall be made.
- (2) All horizontal salary adjustments shall be approved by the Vice Chancellor for Human Resources, or designee. Horizontal salary credit for upper division units, graduate units, continuing education units, or professional education units course work will be accepted only from accredited institutions or as otherwise provided in this Article. Failure to submit transcripts and/or other needed documentation on or before September 15 of a given year may preclude any salary adjustment until the next school year.
- (3) After initial placement, horizontal scale adjustments for lower division units and/or Professional Development Institute (IPD/PDI) units [only as authorized by the college body (i.e. IPD/PDI Committee)]. Professional Improvement Program units for all academic work must be upper division or graduate level, unless lower division units specifically authorized in advance by PDI/IPD. Therefore, these units may be a combination of academic and Professional Improvement Program Units, half of which must be academic units.

### **Section 21.3. IPD/PDI: Professional Development Projects for Salary Advancement Credits.**

#### **Section 21.3.a. Criteria and Guidelines for Granting Approval for Professional Development Institute Projects.**

- (1) Faculty Members requesting credit for independent study; job exchange; job shadowing; lower division course work; mentoring; new assignment; publications; production of educational materials; professional organization activity; work experience; workshops, seminars, and conferences must clearly show in a measurable way how these activities will enhance and improve the Faculty Member's teaching ability. "Measurable" is defined as documentation of the work to be undertaken and accomplished and its specific application to one's teaching field. Requests for approval must be submitted PRIOR to undertaking the work; however, under exceptional circumstances the request for approval may be submitted up to six (6) weeks after the event.
- (2) All proposals must meet one of the following requirements:
  - (a) Augment or enrich an instructor's knowledge and understanding of the subject matter he/she will be teaching or assigned.
  - (b) Enhance the instructor's knowledge and understanding of disciplines related to the subject matter that he/she will be teaching or assigned.
  - (c) Develop his/her instructional skills.

- (d) Equip the instructor to deal with medical or psychological crises that may occur in the classroom.
- (e) Equip the instructor to deal with students with special needs.
- (f) Equip the instructor to deal with the special needs of any age group, culture, race, etc.

(3) Documentation of Completed Work: Documentation of the completed work must be submitted to the appropriate College IPD/PDI committee in a timely manner. Documentation of the final approved work to qualify a Regular Faculty Member for a column move must be submitted to the appropriate college IPD/PDI committee by September 1 to meet the September 15 deadline of the District.

- A. Unit-for-unit academic credit will be granted for approved lower division course work.
- B. One unit IPD/PDI salary advancement credit will be granted for every eighteen (18) clock hours of work for these professional development projects that meet the criteria detailed in this contract: independent study; mentoring; new assignment; publications; production of educational materials; professional organization activity; workshops, seminars, and conferences.
- C. One unit of IPD/PDI salary advancement credit will be granted for every thirty-six (36) clock hours of work for these professional development projects that meet the above criteria detailed in this contract: job exchange, job shadowing, and work experience.

**Section 21.3.b. Guidelines for Individual Professional Development Project Proposals.**

(1) LOWER DIVISION COURSE WORK CREDITS: UNIT-FOR-UNIT ACADEMIC CREDIT

(a) **Nature of Lower Division Course Work**

Full justification that the course work enhances subject matter knowledge in the Faculty Member's teaching field(s) or newly involved teaching field(s), or as it relates to involving teaching methodology and/or technology as approved by the appropriate administrator is required.

(b) **Standards for Receiving Credit for Lower Division Course Work**

Units of credit for salary schedule advancement will be unit-for-unit credit.

(2) INDEPENDENT STUDY; MENTORING; NEW ASSIGNMENT; PRODUCTION OF EDUCATIONAL MATERIALS; PROFESSIONAL ORGANIZATION ACTIVITY; PUBLICATIONS; WORKSHOPS, SEMINARS, AND CONFERENCES: EIGHTEEN (18) CLOCK HOURS FOR ONE UNIT OF CREDIT.

(a) Independent Study

(i) This program enables a Faculty Member to develop an independent study contract that will increase teaching effectiveness.

(ii) An explanation of how this experience/study will increase the Faculty Member's teaching effectiveness; how validation of that study has been completed will be presented; who will evaluate the work for its completeness; and what evidence will be presented that the objectives have been met must be submitted with the application.

(b) Mentoring

(i) Mentoring enables an experienced, tenured Faculty Member to motivate new faculty toward continuing self-education. Applicants may apply for PDI mentoring credit if the mentee agrees to the mentoring by the applicant.

- (ii) A mentor offers guidance, wisdom, experience, and encouragement, and is one who explores and supports teaching and learning with new colleagues.
- (iii) A mentor is not supervisory, nor evaluative, but is willing to explore tough questions about practical professional life.
- (iv) A mentor communicates not only where and how to get things done, but explains the unwritten rules about how we function at Coast Community College District, the political circumstances in which decisions get made, the diverse campus cultures and values, and our unspoken expectations.
- (v) A mentee benefits from this mentoring. A mentee must agree to be mentored by the mentor applying for PDI credit.
- (vi) A mentor must not be a member of the new faculty's tenure/evaluation team. The mentor must be available for the mentee, dealing one-on-one in answering questions or sometimes attending appropriate activities with the mentee. Some topics of interest might be these, although this list is not all inclusive: academic honesty policies, admissions and records rosters, applications for professional development through IPD/PDI, horizontal salary movement, the bookstore and text ordering, the campus portal, clerical support, creating helpful syllabi, class management, lesson plan development, curriculum development and innovation, grading standards, using the library, matters of student discipline, multimedia services, reprographic services, room facilities, sexual harassment policies, student petitions, testing methods, SLO assessment, and disabled student services.

(c) New Assignment

- (i) This program is designed to augment or enhance an instructor's knowledge and understanding in order to undertake a new assignment, teach a new course, or maintain currency in a current assignment.
- (ii) Programs may involve unique and unusual opportunities for growth or retraining.
- (iii) This program may also allow instructors to develop instructional skills and material in a new teaching methods, mode, style, or focus.

(d) Production of Educational Materials

- (i) The process of developing the educational materials should augment or enhance the professional growth of the Faculty Member. The educational materials such as Power Point presentations and workbooks that are produced must be original creations for classroom use, including large lecture halls or laboratories or other on-campus instructional facilities.
- (ii) The educational materials shall be applicable to the instructional program in the Coast Community College District.
- (iii) The work must be of unusual or unique benefit to students, other Faculty Members, or the District.

(e) Professional Organization Activity

- (i) This program enables a Faculty Member who participates in an ongoing leadership or membership role with a professional organization outside the District to gain

professional credit.

- (ii) The professional organization must either be related to the general teaching profession or to the discipline in which the Faculty Member holds an assignment.
- (iii) The leadership or membership role within the organization could be a major one such as president or vice president, chair of a major committee or of a major project.
- (iv) The experience in this leadership or membership role must bring unique or unusual benefits to the students, other faculty, the College or the District.

(f) Publications

- (i) The work must enhance or augment an instructor's knowledge and understanding in courses taught.
- (ii) Publications include articles of educational value, the presentation of a paper to a professional meeting, the production of works with creative merit (such as literary reviews, articles in professional journals, and other academic writing) as judged by the Committee on Alternative Methods or other professional boards, or syllabi, novels, and textbooks that are not remunerated by the District.
- (iii) Publications that are written as part of an assigned District or College contract by a District grant are excluded from this program.
- (iv) These publications must provide opportunities that are of unique benefit to students and/or other faculty or the cCollege.

(g) Workshops, Seminars, and Conferences

Credit will be given for attendance at scheduled sessions pursued under the auspices of recognized professional organizations or agencies, such as foundations or research organizations, if sufficient value can be substantiated upon application and review.

- (h) Standards for Receiving Credit for Independent Study; Workshops, Seminars, and Conferences; New Assignment; Publications; Production of Educational Materials; Professional Organization Activity; Mentoring
- (i) One unit of credit will be granted for each eighteen (18) clock hours of time spent in independent study; workshops, seminars, and conferences; new assignments; publications; production of educational materials; professional organizational activities; and mentoring.
  - (i) At the time of submission for approval the approximate number of hours required for submission must be declared.
  - (ii) A maximum of eight (8) units of credit may be counted in any one school year for each type of project: independent study; workshops, seminars, and conferences; new assignments; publications; production of educational materials; professional organizational activities, and mentoring.
  - (iii) No more than ten (10) units may be used for each type of project when moving from one salary column to the next higher column (one-half of the total required units for a column move): independent study; mentoring; new assignments; production of educational materials; professional organizational activities; and workshops, seminars, and conferences.

(3) JOB EXCHANGE, JOB SHADOWING, AND WORK EXPERIENCE: THIRTY-SIX (36) CLOCK HOURS FOR ONE UNIT OF CREDIT

(a) Job Exchange

- (i) This program enables a Faculty Member to gain professional credit by exchanging jobs with a person in a teaching or non-teaching position at an outside District agency, public or private, which is related to the Faculty Member's assignment.
- (ii) The participation in this exchange must be directly related to the Faculty Member's instructional discipline or assignment.
- (iii) This exchange must involve unique and unusual opportunities of benefit to the Faculty Member, the student, and the College.
- (iv) The person from the outside agency must hold proper credentials necessary to assume the Faculty Member's position.
- (v) Salaries need not be exchanged. The Faculty Member will receive normal salary payments from the District. The outside agency will agree to pay its employee a regular salary.
- (vi) The work of the Faculty Member must be directly and adequately supervised by a person with superior knowledge in the field of employment.
- (vii) The length of working arrangement will be negotiated, but it must be on a full-time basis (36 hours per week). The approximate number of hours for completion must be submitted for approval with the application.

(b) Job Shadowing

- (i) This program enables a Faculty Member to observe, evaluate, and work with an expert or professional whose occupation is related to the Faculty Member's own academic specialization, and must augment or enhance the Faculty Member's understanding of his/her field.
- (ii) Examples of job shadowing would be as follows:
  - (1) Political Science: A Faculty Member would sit side-by-side with a city manager in order to follow day-to-day operations in the management of local government affairs.
  - (2) Psychology: A Faculty Member would observe methods employed by a licensed professional in the field of mental health at an institution such as Fairview Hospital.
  - (3) Science: A Faculty Member may do field work with experts in private industry who are involved in the practical application of scientific theory (pharmaceutical firms, solar technology development, etc.).
  - (4) English: A Faculty Member may observe classroom methods and lecture presentations by other faculty assessing student performance, analyzing with the professor all aspects of student achievement, growth, and classroom participation.
  - (5) Vocational: A Faculty Member may interview and work in conjunction with a

management professional in any of various vocational fields, observing application of new techniques and the latest technical equipment.

- (iii) Job shadowing must relate to a Faculty Member's assignment objectives and must provide benefit to the students or the District.

(c) Work Experience

- (i) The work must be directly and adequately supervised by a person with superior knowledge in the field of employment.
- (ii) The firm in which employed must be of such a stature that the employment will enable the instructor to grow in knowledge and experience.
- (iii) Work experience credit will NOT be granted for: writing for publications; teaching at any level; employment for duplicating an assignment in the Coast Community College District; work during the applicant's contract year; and employment by relatives.
- (iv) In general, work experience credit will NOT be granted for: self-employment; employment as an independent contractor; work where the applicant is employed and remunerated by the Coast Community College District.
- (v) An instructor is eligible to apply for work experience credit after he/she has completed one year of teaching in the Coast Community College District.
- (vi) An instructor may not receive more than eight (8) units of work credit of a repetitious nature during subsequent summers. It shall be the responsibility of the reviewing committee and work supervisor to decide whether or not such work is of a repetitious nature.

(d) Standards for Receiving Credit for Job Exchange, Job Shadowing and Work Experience

- (i) One unit of work experience or job shadowing experience credit may be granted for thirty-six (36) hours of job shadowing performance. One-half unit may be granted for eighteen (18) hours. Less than eighteen (18) hours will not be considered.
- (ii) The approximate number of hours for completion must be submitted with the application.
- (iii) A maximum of eight (8) work experience units may be counted toward salary advancement in any one year. A maximum of eight (8) job shadowing units may be counted toward salary advancement in any one year.
- (iv) No more than ten (10) work experience units may be used in moving from one salary schedule column to the next higher column. No more than ten (10) job shadowing units may be used in moving from one salary schedule column to the next higher column.
- (v) A Faculty Member may job shadow one or more experts in the process of accumulating hours for credit approval; however, no one expert may be job shadowed for more than 3 units of credit.

**Section 21.3.c.** Programs of professional improvement for salary advancement credit will be limited to the following types of activities:



- (1) Work experience
- (2) Independent study
- (3) Workshops, seminars, and conferences
- (4) Lower division course work
- (5) Job shadowing
- (6) Job exchange
- (7) New assignment
- (8) Publications
- (9) Production of educational materials
- (10) Professional organizational activities—leadership of or membership in of a professional organization
- (11) Mentoring

**Section 21.3.d. Compensation other than Salary Advancement Credit for Professional Improvement.**

- (1) A Faculty Member on schedule “AA” or “QQ” who is on the last regular step of any column, or on any longevity step of column IV, or on any step of column V, of the salary schedule, and who desires to pursue a program of professional improvement may be compensated by released time or overload pay. The Faculty Member must submit the proposal to the College IPD/PDI prior to pursuing the proposed program. The College IPD/PDI will review the proposal, and if it approves the program, will forward its recommendation for approval and the type and amount of compensation to the College President, or designee, for final approval.
- (2) Eighteen (18) clock hours of work are required for one unit of released time or overload credit per semester for all approved Professional Improvement activities except work experience, job shadowing, and job exchange.
- (3) The same process of certification of completion will be required of the Faculty Member as stipulated in Section 2.b. of this Article.
- (4) Funding under this Section will be \$36,000 per academic year to be distributed proportionately among the Colleges based on the F.T.E. of eligible Faculty Members covered by this Agreement. Each College will be guaranteed at least \$1,000.00. Any funds left over in IPD/PDI funds at the end of the year, including in the President’s fund, will be added to next year’s IPD/PDI fund.

**Section 21.3.e. Credit for Seminars/Workshops, etc.** Other work in special seminars, workshops, special study groups, etc., pursued under the auspices of recognized professional organizations or agencies, such as foundations or research organizations, may qualify if sufficient value can be substantiated on application and review. In order to be considered, such work must meet the criteria established by the College IPD/PDI Committee.

**Section 21.3.f. Horizontal Salary Adjustments.**

Faculty Members shall be assigned to a scale when transcripts have been examined and approved by the District. Only one horizontal salary change may be achieved per year, and the Faculty Member requesting a change must submit all relevant degrees and transcripts to District Personnel no later than September 15 of the academic year of the horizontal salary change; a Faculty Member requesting a change through Professional Development Institute units must submit documentation of completion for pre-approved work to IPD/PDI no later than September 1. Compensation shall be effective as of the beginning of the academic year upon notification by the requesting Faculty Member. If transcripts or lack of degrees indicate that the requesting Faculty Member has failed to achieve the units or degrees, no salary adjustment shall be made.

- (2) All horizontal salary adjustments shall be approved by the Vice Chancellor for Human Resources, or designee. Horizontal salary credit for upper division units, graduate units, continuing education units, or professional education units course work will be accepted only from accredited institutions or as otherwise provided in this Article. Failure to submit transcripts and/or other needed documentation on or before September 15 of a given year may preclude any salary adjustment until the next school year.
- (3) After initial placement, horizontal scale adjustments for lower division units and/or Professional Development Institute (IPD/PDI) units [only-be authorized by the college body (IPD/PDI) Committee. Professional Improvement Program units for all academic work must be upper division or graduate level, unless lower division units specifically authorized in advance by PDI/IPD.” Therefore, these units may be a combination of academic and Professional Improvement Program Units, half of which must be academic units.

### **Section 21.3.g. Appeals Procedure for IPD/PDI Salary Advancement Credit Projects.**

If an applicant requesting credit for an IPD/PDI project in independent study; job exchange, job shadowing, lower division coursework; mentoring, new assignment; publications; production of educational materials; professional organization activity; work experience; and workshops, seminars, and conferences, is denied such credit by the College IPD/PDI for failure to meet the established criteria for granting approval, and said applicant desires to appeal the decision, an appeal may be made under the following conditions:

- (1) Denial of credit by the College IPD/PDI because the applicant failed to meet the requirements for prior approval is not appealable.
- (2) Denial of credit by the College IPD/PDI because the applicant does not meet any one of the requirements under the criteria for granting approval and/or because insufficient documentation of the completed work is submitted, the appeals process is as follows:

(a) Informal Level: A complaint may, but need not, result in a formal appeal. Before proceeding with a formal appeal, the Faculty Member shall attempt to resolve the complaint by an informal conference with the Chairperson of the College IPD/PDI. The Chairperson shall explain the reasons for denial of approval and suggest ways that the Faculty Member could modify his/her program of professional improvement to meet the established criteria. The Faculty Member who asked for the conference and the Chairperson may each have another Faculty Member present.

(b) Formal Level: Any complaint that is not resolved at the informal level, as provided in section 21.3.g.2.a may be pursued through a formal appeal process in accordance with the procedures:

(i) Level 1

- A. The appellant shall inform the Chairperson of the College IPD/PDI in writing within ten (10) working days after the informal meeting that he/she wishes to proceed with a formal appeal and the nature of the appeal.
- B. The Chairperson will convene the appeal committee within ten (10) working days after the request is received. The Chairperson will chair the committee and serve as a non-voting member. The appeal committee shall consist of four (4) voting members as follows:
  - A faculty member chosen by the appellant.
  - The President of the Academic Senate or his/her designee.

- Two (2) members of the College IPD/PDI appointed by the Chairperson of the College IPD/PDI.
- C. The appeal committee may elect to take one of the following actions:
- Concur with the findings of the College IPD/PDI.
  - Find in the appellant's favor.
  - Suggest remedies that the applicant could follow to meet the criteria for having the program approved.
- D. Appeals after September 15 are to take effect the following year for salary advancement credits used towards a column move.
- (ii) Level 2
- A. If the appellant is not satisfied with the decision of the committee at Level 1, the appellant may appeal to the District IPD/PDI Appeal Committee.
- B. The District IPD/PDI Appeal Committee shall be comprised of six (6) voting members, one from each College appointed by the Federation, and one from each College appointed by the District in the event of an appeal. The Federation President, or designee, and the Vice Chancellor for Human Resources, or designee, shall serve as non-voting members.
- C. The District IPD/PDI Appeal Committee will serve as an appeal body with the power to recommend to the Vice Chancellor for Human Resources, in the event of a disagreement between a bargaining unit member and the District, with regard to application of the criteria in Section 21.3.a.
- D. The appeal shall be made in writing to the District IPD/PDI Appeal Committee within (10) working days after the appellant receives the decision of the College IPD/PDI.
- E. The District IPD/PDI Appeal Committee shall issue its decision within twenty (20) working days after receipt of the appeal, or as may be reasonably extended. The decision of the District IPD/PDI Appeal Committee shall be final.

**Section 21.3.h. Sabbatical Leaves**

- (1) Purpose. Faculty Members will be encouraged to pursue professional growth leading to the development of increased competence and the improvement of instruction and/or redirection in their teaching discipline. The District's sabbatical leave program is designed to assist in this pursuit.
- (2) Eligibility and Procedures.
- (a) A Regular Faculty Member is eligible to apply for a sabbatical leave to take effect upon completion of no less than six (6) consecutive years of service with the District as provided in the Education Code Section 87768. The Faculty Member granted a sabbatical leave will again be eligible to apply for a sabbatical leave to take effect upon completion of no less than six (6) consecutive years of service, to include intervening semesters in a one (1) year split sabbatical leave, following completion of the Faculty Member's prior sabbatical leave.
- (b) Sabbatical leaves shall be granted in accordance with the procedures as shown in Appendix C.

- (3) Funding. Starting with the 2008-2009 academic year the District agrees to budget the sum of \$210,000.00, each year, to be used for sabbatical leaves. Beginning in 2009- 2010 and each year thereafter, the funding amount for the prior year will be increased by the percentage salary increase provided to the Faculty (each year). The annual budgeted amount will be distributed proportionately among the Colleges based on the F.T.E. of full-time Faculty Members covered by this Agreement. Each College will be guaranteed at least one sabbatical leave paid by these funds. The annual budgeted amount will be used to augment any salary dollars which can be saved through self-funding. Any unused sabbatical funds shall be carried over to the next year to augment the funding for sabbatical leaves. An annual sabbatical account report prepared by each College showing all costs plus new and carry over balances will be provided to each Institute for Professional Development/Professional Development Institute (IPD/PDI) College committee by September 1.
- (4) Length of Leave. A sabbatical leave may be granted for one semester only; two half semesters; or two separate semesters to be commenced and completed within a three-year period. The service intervening between the two portions of leave taken shall be counted as service toward later sabbatical leave eligibility and shall begin with the beginning of the semester only. For purposes of this Article, when a Faculty Member's contract exceeds 175 days, a "semester" shall be defined as one-half the number of days composing the Faculty Member's contract, not to exceed 18 weeks conforming to the adopted 18-week Academic Calendar.
- (5) Compensation.
  - (a) A Faculty Member granted a sabbatical leave for an academic year shall receive sixty percent (60%) of the Faculty Member's salary for that year. A Faculty Member awarded a sabbatical leave for one semester or two half-semesters shall receive full salary for that semester or semesters. The District shall continue to provide insurance benefits during the period of the sabbatical leave. Time on sabbatical leave shall be treated as working time for salary step placement and retirement contributions shall be continued as provided by law.
  - (b) Compensation for the sabbatical leave shall be paid upon return of the Faculty Member (in accordance with Education Code provisions) unless the Faculty Member furnishes a suitable bond indemnifying the District against loss in the event the Faculty Member fails to render the agreed upon period of service to the District following return from the leave. The Faculty Member will be reimbursed the cost of the bond upon fulfilling the service requirement.
- (6) Accident or Illness. Interruption of the sabbatical leave because of serious accident or illness will not be considered failure to fulfill the conditions under which the leave is granted. In the event of serious accident or illness, the Faculty Member will continue to receive compensation as provided in Article XIV.
- (7) Selection Procedures.
  - (a) Eligible Faculty Members who desire a sabbatical leave must submit their applications to the designated sabbatical leave committee of their respective Colleges. Such sabbatical leave committees shall operate under the rules and procedures as shown in Appendix C. All applications shall be reviewed on the basis of purpose as set out in Section 21.1.
  - (b) The College Sabbatical Leave Committee shall forward to the College President a list containing the names of those Faculty Members whose sabbatical leave applications have been reviewed indicating those approved for recommendation. Upon request from the College President, a ranking of all sabbatical applicants by score will be

provided.

- (c) The College President, or designee, shall review the recommendations of the College Sabbatical Leave Committee. In the event of a disagreement, the College President, or designee, will confer with the Chairperson of the College Sabbatical Leave Committee before making a final decision.
  - (d) The College President will forward to the Vice Chancellor for Human Resources the names of all those persons to be recommended to the Board. The College President, or designee, will have carefully evaluated the costs involved and will recommend the largest possible number of faculty within the dollar limitation, as indicated by the proportional share of the sabbatical leave monies to be received by the College.
  - (e) The Vice Chancellor for Human Resources, or designee, will make final recommendations to the Board in ample time for the Board to consider the recommendations in the month of January for sabbaticals in the following academic year. Faculty will be notified pursuant to Appendix C.
  - (f) Appeals Procedure. If a Faculty Member desires to appeal his/her ranking, and/or claim a violation of procedures, he/she will follow the Appeals Procedure outlined in Appendix C.
- (8) Amendments to Sabbatical Leave Procedures.
- (a) A District Sabbatical Leave Procedures Committee shall be constituted of three (3) Regular Faculty Members (one from each College) representing the Federation and one (1) representative from management at each College. None of these members shall serve concurrently on a College Sabbatical Leave Committee and on the District Sabbatical Leave Procedures Committee. The President of the Federation, or designee, and the designated District Administrator shall serve as co-chairpersons with no voting rights. The committee shall address recommendations pertaining to Appendix C amendments which include the distribution of information to the faculty, the determination of filing dates, the content and form of the applications, the College appeals procedure, the development of criteria for establishing that the sabbatical applications meet the purpose and the criteria for ranking said sabbaticals, if ranking is necessary.
  - (b) Amendments to procedures may be proposed by any two (2) College Sabbatical Leave Committees, the Federation, or the District. The Sabbatical Leave Procedures Committee shall review such proposals and forward its recommendations or changes to the District and the Federation. Amendments shall be subject to negotiations between the Federation and the District. Such recommendations shall be made no later than May 1st of any academic year. Any recommended changes which are adopted by the District and the Federation shall be published and implemented at the beginning of the next academic year.
- (9) Subsequent Service. A Faculty Member, as a condition of being granted a sabbatical leave, shall agree in writing to render a portion of service equal to twice the period of the leave; this service to be served continuously and immediately upon completion of the sabbatical leave. If the sabbatical leave is a split sabbatical, the Faculty Member will be required to render service to the District each semester between the end of the first portion of the sabbatical leave and the beginning of the second portion.
- (10) Reports. In accordance with the timeline in Appendix C, after the conclusion of the Faculty Member's sabbatical leave, the Faculty Member shall submit a written report describing how the sabbatical experience met the goals of the approved proposal to the Sabbatical Leave Committee. After review of the report the Committee Chair will forward the report to

the President of the College for submission to the Chancellor and the Board.

If a report is not submitted within sixty (60) calendar days after returning to duty, a notice shall be sent to the Faculty Member and the Federation by the College President or designee indicating that if the report is not submitted within fourteen (14) calendar days, it will be deemed a failure to complete a service requirement of the sabbatical and the employee's bond will be forfeited and the employee's timeline clock for a new sabbatical will not be started until the sabbatical report is submitted.

(11) Faculty Working While on Sabbatical. Following the same procedures outlined in Article 12.13.c faculty members who request and are assigned may work up to a maximum of six and eight tenths (6.8) overload units per semester. Faculty who are on half-semester sabbaticals may not teach overload other than what is required to meet load.

## **ARTICLE XXII. VACANCIES, TRANSFERS AND REASSIGNMENTS.**

### **Section 22.1. Definitions.**

**Section 22.1.a. Vacancy.** Any faculty position (including categorically funded positions) which the District intends to fill by the employment, or voluntary transfer of a Regular or Contract Faculty Member.

**Section 22.1b. Transfer.** Movement, either voluntary or involuntary, of a Faculty Member from one College to another, within the District.

**Section 22.1.c. Reassignment.** Movement of a Faculty Member from one discipline to another discipline or from one position to another position at the same College.

**Section 22.1.d. Position.** Class instructor, librarian, counselor, or other faculty assignment.

**Section 22.1.e. Voluntary.** Initiated by the Faculty Member who is seeking a transfer or reassignment or, initiated by the District with the freely given consent of the Faculty Member to be transferred or reassigned.

**Section 22.1.f. Involuntary.** Initiated by the District, without consent of the Faculty Member to be transferred or reassigned.

### **Section 22.2. Voluntary Transfer and Reassignment.**

**Section 22.2.a.** Any Faculty Member may apply for any announced vacancy and shall be considered for that vacancy as provided in this Article. A Faculty Member may be voluntarily reassigned to another faculty position or discipline within the College without announcement of a position vacancy. The Federation shall receive notice of the reassignment from the College.

**Section 22.2.b.** Except with the Faculty Member's agreement, no Faculty Member shall be transferred or reassigned to a position outside the Faculty Service Area(s) for which that Faculty Member holds qualifications. (Section 19.1).

**Section 22.2c.** Minimum qualifications and desirable qualifications for an announced vacancy shall be designed to provide for a broad applicant pool of qualified candidates.

**Section 22.2d.** In unusual circumstances the Faculty Member, the Federation and the District may agree upon a voluntary transfer, bypassing the procedures set forth in this Section.

**Section 22.2.e. Posting.** The District will post on designated bulletin boards at each College announcements of all faculty vacancies. Such announcements shall be posted for a minimum of ten (10) business days (days in which the District office is open for business). Copies of any such

announcements shall be forwarded to the Federation at the time of posting. Upon written request to the Office of Human Resources, specifying the discipline(s), College(s) and/or classification of interest to the Faculty Member on sabbatical or leave of absence, vacancy announcement(s) for such positions shall be mailed promptly to the Faculty Member's address of record.

**Section 22.2.f. Applications.** Current full-time Faculty Members, who make timely application and meet the job announcement minimum qualifications, shall be considered by the screening committee prior to scheduling interviews for other applicants. The hiring committee shall interview each Faculty Member who is a qualified applicant.

**Section 22.2.g. Selection Process.** At the request of the Faculty Member who is rejected for a transfer or reassignment, the designated Administrator will submit to the Faculty Member a statement in writing as to the specific reason(s) for such rejection.

### **Section 22.3. Involuntary Reassignments and Transfers.**

**Section 22.3.a.** The District and the Federation recognize that there may be unusual circumstances requiring the involuntary reassignment or transfer of a Faculty Member. Such circumstances may include transfer and/or reassignment to avoid layoff. Such transfers and/or reassignments will not be made in an arbitrary, capricious or discriminatory manner.

**Section 22.3.b.** In the event a Faculty Member is involuntarily transferred or reassigned as a result, either directly or indirectly, of the layoff process, that Faculty Member shall for two years retain the right of first consideration to return to the position from which transferred or reassigned. It will be the responsibility of the Office of the Vice Chancellor for Human Resources to guarantee that Faculty Members so affected are notified of such vacancies and are assured of the consideration provided by this Section.

**Section 22.3.c.** The President of the Federation shall be notified of the name of any Faculty Member when the District or College proposes to transfer or reassign pursuant to this Section.

**Section 22.3.d.** The reason for the involuntary transfer or reassignment shall be provided in writing, if requested by the Faculty Member being transferred.

### **Section 22.4. Intra-District Exchange.**

Any two (2) Regular Faculty Members may make written applications to their College President(s) to participate in an intra-District exchange. Such request must be received no later than ninety (90) days prior to the end of the semester preceding the semester in which the exchange would begin. The application shall set forth the advantages to be accrued to the District and to the Faculty Member by participation in such an exchange. The President, or designee, will review the request and determine whether or not the request may be granted. If the request for an exchange is not granted, the President, or designee, will, within one (1) week, inform the Faculty Member in writing of the reasons for the denial. The leave may not exceed one (1) year, except that by mutual consent of the Faculty Member and the District, the leave may be extended.

### **Section 22.5. Retraining Leave.**

**Section 22.5.a. Purpose.** Faculty Members will be encouraged to pursue professional growth leading to the redirection of their teaching discipline. The District's retraining leave program will assist in this pursuit.

**Section 22.5.b. Eligibility.** A Regular Faculty Member is eligible to apply for a retraining leave.

**Section 22.5.c. Funding.** Funding for retraining leave will be budgeted at \$50,000.00, to be used for retraining leaves in each academic year. Unused funds will be credited to this account at the end of the fiscal year.

**Section 22.5.d. Length of Leave.** A retraining leave may be granted for one semester only, two consecutive semesters, or a percentage of contract during a single academic year.

**Section 22.5.e. Compensation.**

- (1) A Faculty Member granted a retraining leave for an academic year shall receive fifty percent (50%) of the Faculty Member's salary for that year. A Faculty Member granted a retraining leave for one (1) semester shall receive full salary for that semester. A Faculty Member granted a retraining leave for a percentage of contract shall receive full salary for up to one-half (1/2) of his/her regular contract period, and no additional salary for periods beyond. The District shall continue to provide insurance benefits during the period of the leave. Time on leave shall be treated as working time for salary step placement and retirement contributions shall be continued as provided by law.
- (2) Compensation for the retraining leave shall be paid upon return of the Faculty Member (in accordance with Education Code provisions) unless the Faculty Member furnishes a suitable bond indemnifying the District against loss in the event the Faculty Member fails to render the agreed upon period of service to the District following return from the leave.

**Section 22.5.f. Accident or Illness.** Interruption of the retraining leave because of serious accident or illness will not be considered failure to fulfill the conditions under which the leave is granted. In the event of serious accident or illness, the Faculty Member will continue to receive compensation as provided in Article XIV.

**Section 22.5.g. Criteria and Selection Procedures.**

- (1) A retraining leave application shall set forth the advantages to be accrued to the District and to the Faculty Member by participation in such a leave. Criteria for acceptance of the Faculty Member's leave application are: likelihood that retraining will be achieved in no more than four consecutive semesters; evidence that the Faculty Member will be accepted in an educational program acceptable to the District; and evidence that the Faculty Member with new certification can fulfill assignments in teaching areas needing additional staff. Any regular Faculty Member whose position is being eliminated due to program review shall have priority for this retraining leave.
- (2) Such application shall be made to the Chief Instructional Officer. The Chief Instructional Officer and the College President shall recommend candidates to the Vice Chancellor for Human Resources. If the request is not granted, the President, or designee, will, within one (1) week, inform the Faculty Member in writing of the reasons for the denial. The Vice Chancellor will submit recommendations to the Board of Trustees for final approval. Retraining leaves shall be submitted to the Board for approval no later than the last month of the semester prior to the semester in which the leave will be taken.

**Section 22.5.h. Subsequent Service.**

- (1) A Faculty Member, as a condition of being granted a retraining leave, shall agree in writing to render a portion of service equal to twice the period of the leave; this service to be served continuously and immediately upon completion of the retraining.
- (2) Upon completion of the Faculty Member's retraining, he/she shall be reassigned to the new teaching area.

**ARTICLE XXIII. PROPERTY RIGHTS.**

**Section 23.1. Purpose.** The District and Federation have a mutual interest in establishing an environment that fosters and encourages the creation of Intellectual Property by Faculty Members. To



further that mutual interest, the Federation and the District have agreed to the terms of this Article establishing the respective ownership rights to the Intellectual Property that Faculty Members create.

### **Section 23.2. Definitions**

**Section 23.2.a.** “Intellectual Property” shall mean Works (including “Instructional Materials”) and Inventions.

**Section 23.2.b.** A “Work” is any original material that is eligible for copyright protection including (but not limited to) Instructional Materials, mathematical or scientific notations, works of art or design, dramatic or musical compositions, choreography, prose or poetry, and computer software. A work may be published in any enduring medium (e.g., print, digital, electromagnetic, optical) or may exist in any tangible form (e.g., a sculpture or structure).

**Section 23.2.c.** “Instructional Materials” are those original materials a Faculty Member creates independently to perform his or her assignment more effectively for the benefit of students, including (but not limited to) syllabi, lectures, student exercises, illustrations, recordings, multimedia, and tests. Instructional Materials may be created by the Faculty Member for use in any instructional delivery method.

**Section 23.2.d.** An “Invention” is any original idea or discovery that is eligible for patent protection, including (but not limited to) a device, process, design, model, strain or variety of any organism, or composition of matter.

**Section 23.2.e.** A “Work or Invention for Hire” is one for which the Faculty Member receives compensation from the District to create and/or contribute to the development of an Intellectual Property and for which the Faculty Member relinquishes all ownership and royalty rights to the District.

### **Section 23.3. Copyright and Patent Ownership.**

#### **Section 23.3.a. Faculty Ownership.**

- (1) Works and Inventions covered by this Article (excluding Works for Hire). This Article applies to the Intellectual Property created by Faculty Member(s) in direct connection with, and in support of, the courses they teach (or other duties they perform) as employees of the District.
- (2) **Faculty Right of Ownership.** Provisions of the Copyright Act (Title 17, United States Code) and the Patent Act (Title 35, United States Code) notwithstanding, the Faculty Member shall have (subject to the provision of this Article) the exclusive property right to all Intellectual Property that is the original product of his or her mind, time, talent and effort, including the right to all royalties from the distribution, lease, or sale thereof. Except as otherwise provided in this Article, the District waives any property right it might have to such Intellectual Property. The Faculty Member shall retain this exclusive property right throughout his or her lifetime; upon the Faculty Member’s death all such property rights shall devolve upon his or her estate, except when developed under work for hire. The fact the Intellectual Property relates to the Faculty Member’s assignment, or that the Faculty Member uses that original property in performing that assignment, shall not by itself create any ownership interest whatsoever for the District, except when developed as an original “Work or Invention for Hire.” The District shall have no claim of ownership to a work produced by a Faculty Member(s) under a grant awarded exclusively to that Faculty Member(s) without fiscal participation by the District.

**Section 23.3.b. District Ownership.** The District will own the copyright to works under the following circumstances:

- (1) Circumstances relating to substantial support by the District. The District will own the copyright to any work created with substantial support from the District. As used in this Article, "substantial support" means financial support over and above the cost of the Faculty Member's normal compensation, office space, office computer, local telephone use, minimal office supplies and copy services. Substantial support would include extra compensation or the provision of reassigned time to create a work, the cost of providing secretarial, technical, legal or creative services specifically for the creation of work, as well as the cost or value of the use of expensive District equipment or facilities (such as professional film or recording studios). Grants shall be considered substantially supported by the District unless it follows Faculty Ownership (Section 23.a.2.) or District and Faculty Ownership (Section 23.c.3.)
- (2) Circumstances relating to the nature of the work. The District will also own the copyright to any work, such as a course outline, administrative policy, or information brochure that is formally reviewed by the District and becomes part of its curriculum, policies, or administrative or promotional material.
- (3) The respective ownership interests for cooperatively developed Intellectual Property shall be specified in writing at the time of agreement between the faculty and the District. Faculty Members and the District may, if they wish, enter into individual agreements with one another concerning copyright ownership and usage rights to specific works, the terms of which may differ from those set forth above. The Faculty Members may be compensated for creating a Work or Invention for Hire by either released time or an hourly wage. The hourly wage shall be the non-instructional rate. The terms of any such individual agreement will supersede the terms of this Article once such an agreement is signed by the Faculty Member and an authorized representative of the District. A copy of any such agreement will be provided to the CFE.

**Section 23.3.c. District and Faculty Ownership.**

- (1) Online Courses. If the District desires to market cooperatively developed materials upon completion of a project, the Faculty Member shall receive a royalty. If a cooperatively developed online course is distributed outside of the Coast Community College District, the District/College and faculty developer(s) shall share net royalties as specified in the agreement.
- (2) Ownership of Instructional Materials. Instructional Materials are the sole property of the Faculty Member who creates them (except when developed as Work for Hire or cooperatively developed materials), and the District waives any claim to ownership of them.
- (3) When a Faculty Member(s) independently obtains grant funding for the production of a work or invention and seeks District participation, the District agrees ownership must be clearly delineated in a written agreement.

**Section 23.4. Patent or Copyright Registration.** The owner of Intellectual Property covered by this Article shall register that ownership right with the U.S. Copyright Office or the U.S. Trademark and Patent Office, as appropriate.

**Section 23.5. Cooperative Projects.** Individual Contracts and Compensation. One or more Faculty Members may enter into a separate agreement with the District for the creation of Intellectual Property requiring the use of substantial District resources. Such agreements shall be in writing. Such agreements may determine the respective ownership interests of the Faculty Member(s) and the District in that Intellectual Property.

**Section 23.6. Works or Inventions for Hire.** No Intellectual Property shall be a Work or Invention for Hire unless the District has entered into a written agreement with the participating Faculty Member(s). In the absence of such a written agreement, the Intellectual Property shall be the property of the Faculty

Member(s) who create(s) it. No Faculty Member shall be involuntarily assigned to create a Work or Invention for Hire.

**Section 23.7. Acquiring Rights from Third Parties.** If the creation of a Work or Invention requires rights (e.g., re-publication rights) to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the Faculty Member or the District) who is to hold the ownership rights in that Work or Invention.

**Section 23.8. Recorded Instruction. (AUDIO)** A Faculty Member's lecture in a large lecture class may be recorded by the College and made available to students during the semester of the class. The Faculty Member shall own all copyrights or product rights to any recordings of his/her lecture.

**Section 23.9. Faculty Member's Use of Name of District or College.** Faculty Members agree that when they use works they have created (regardless of who owns the works' copyrights), those works will identify their creators' relationships with the District or College for as long as they continue to be employed by the District. If a Faculty Member creates an online course that identifies the Faculty Member as its author, the Faculty Member's name shall be followed by the name of the College at which the Faculty Member teaches.

If for any reason a Faculty Member does not wish to identify his or her relationship with the District or College, the Faculty Member may ask the District for authorization not to do so; the District has the option but not the obligation to release the Faculty Member from this obligation.

If for any reason, the District does not wish its name or the College's name to be used in this manner, the District has the right to require the Faculty Member not to identify his or her relationship with the District; in such a case, the Faculty Member shall agree not to do so, or to stop doing so as soon as reasonably possible.

## **ARTICLE XXIV. GRIEVANCE AND ARBITRATION PROCEDURE.**

### **Section 24.1. Definitions.**

**Section 24.1.a.** A "grievance" is defined as a claim by a Faculty Member or the Federation that the District has violated a provision of this Agreement and that by reason of such violation the Faculty Member or the Federation has been adversely affected.

**Section 24.1.b.** A "grievant" may be a Faculty Member or the Federation.

**Section 24.1.c.** A "day" is any day in which the central administrative office of the District is open for business, including weekends and holidays.

**Section 24.1.d.** A "supervisor" is the Administrator who manages the designated unit in which the grievant has assigned duties relevant to the grievance.

**Section 24.1.e.** The form titled "Grievance Form" in Appendix D shall be used by the Federation and grievant in all grievance proceedings. The "Grievance Form" shall be mutually agreed upon between the Federation and the District.

**Section 24.2. Informal Level.** A complaint may, but need not, constitute a grievance. Before filing a grievance, the Faculty Member shall attempt to resolve the complaint by an informal conference with the Faculty Member's supervisor. Each party may request another person to be present at the informal conference.

**Section 24.3. Formal Level.** Any complaint that is not resolved at the informal level, as provided in Section 2 and which complaint constitutes a grievance as defined in Section 1, shall be processed in accordance with the following procedures:

**Section 24.3.a. Level I:** The grievant shall reduce the grievance to writing on the appropriate form and shall submit the grievance to the designated supervisor within twenty (20) days after the date the grievant discovered the facts, or reasonably should have discovered the facts, giving rise to the grievance. The grievance shall state the facts surrounding the grievance and shall specify the provision or provisions of this Agreement alleged to have been violated and the remedy sought. The grievance shall confirm that the matter had been discussed at an informal conference. The grievance shall be signed and dated by the grievant. The supervisor, or designee, shall provide the grievant with a written decision to the grievance within six (6) days after receipt of the grievance. Within the period from the filing of the grievance until the written decision, either party may request a conference to discuss the grievance.

**Section 24.3.b. Level II:** If the grievant is not satisfied with the decision of the supervisor at Level I, the grievant may appeal the decision on the grievance form to the designated Grievance Officer of the College. Such appeal must be in writing and made within six (6) days after the grievant's receipt of the reply in Level I. The statement on appeal shall include a copy of the original grievance, the decision rendered by the supervisor, and a statement of the reason for the appeal. The College Grievance Officer, or designee, shall conduct an investigation into the allegations and shall provide the grievant with a decision in writing within six (6) days after receiving the appeal. Either the grievant or the College Grievance Officer may request a conference to discuss the grievance prior to the written decision.

**Section 24.3.c. Level III:** If the grievant is not satisfied with the decision at Level II, the grievant may, within six (6) days after receipt of the decision, appeal the decision to the Vice Chancellor for Human Resources, or designee. This appeal shall be in writing and shall include the original grievance and shall state the basis of the appeal to Level III. The Vice Chancellor for Human Resources, or designee, shall provide the grievant with a decision in writing within ten (10) days after the submission of the grievance at this level. By written mutual agreement, these time lines may be tolled. Failure to meet this time line will result in award of the remedy sought by the Federation.

**Section 24.3.d. Level IV: Arbitration:** Any grievance which has not been resolved to the satisfaction of the Federation shall be submitted by the Federation to arbitration upon providing written notice to the Vice Chancellor for Human Resources. Such notification by the Federation shall be made within fifteen (15) days after the receipt of the decision at Level III.

**Section 24.4. Selection of the Arbitrator.** Not later than ten (10) days after the District receives written notice of the Federation's desire to arbitrate, the parties may agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a list of seven (7) arbitrators provided by the American Arbitration Association. The District and the Federation shall alternately strike a name from the list (the first to strike to be determined by lot) until one remains. This person shall be the selected arbitrator, and the Labor Arbitration Rules of the American Arbitration Association shall apply. By mutual agreement of the Federation and the District, the arbitration may be heard under the Expedited Labor Arbitration Procedures of the American Arbitration Association.

**Section 24.5. Authority of Arbitrator.** The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement and what the remedy shall be. No decision rendered by the arbitrator shall be retroactive beyond the occurrence of the event giving rise to the grievance. The arbitrator shall have no power to render an award on any grievance relating to an occurrence before the effective date of this Agreement.

**Section 24.6. Review by Board.** The decision of the arbitrator shall be final and binding upon the parties to the dispute. Binding Arbitration will apply to grievances filed after June 30, 2008.

**Section 24.7. Arbitration Arrangements.** The fees and expenses of the arbitration, including a reporter's transcript, if the parties agree to have a transcript or if the arbitrator determines that a transcript is desirable, shall be paid equally by the parties, except that the party requesting review of

the arbitrator's decision by the Board shall pay the full amount of the arbitrator's fee. Each party shall bear the expense of the presentation of its own case, except that the District shall grant released time without loss of compensation to a representative of the Federation at the arbitration hearing and will provide released time without loss of compensation to District or Federation witnesses during the period their presence is required as witnesses. Hearings will be scheduled on District premises, if possible.

**Section 24.8. Grievance Procedure Records.** All documents, communications and records dealing with the grievance and arbitration procedures provided herein shall be filed separately from the personnel files of the grievant(s).

**Section 24.9. Time Limits.** If the grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made. If the District fails to respond to the grievance within the specified time limits at any level, the grievant may proceed to the next level. The time limits set forth in this Article may be extended by mutual agreement in writing between the District and the grievant or the District and the Federation. The day of delivery of notice shall be counted as a day in determining time limits.

**Section 24.10. Federation Representation.** The grievant shall be entitled to representation by a Federation representative at any grievance meeting. If the grievant desires representation, such shall be requested from the Federation. The Federation shall inform the supervisor and/or College Grievance Office and/or the Vice Chancellor for Human Resources of the person designated to represent the grievant so that meetings may be scheduled not to conflict with the assigned duties of such representative. In situations where the Federation has not been asked to represent the grievant, the District shall not agree to a final resolution of the grievance until the Federation has a copy of the grievance and the proposed settlement and has been given an opportunity to file a response to the matter. An additional District representative may be invited to be present at any level of the grievance process.

**Section 24.11. Scheduling of Meetings.** Grievance meetings will be held during the normal business day, but shall be scheduled, if possible, at hours that do not conflict with the assigned duties of the Faculty Member(s) involved. In the event a meeting is scheduled which conflicts with such assigned duties of an affected Faculty Member, the Faculty Member will not suffer any loss of pay as a result of attending such meetings.

**Section 24.12. Federation Grievance.** If the Federation files a grievance, it shall be filed at Level III with the Vice Chancellor for Human Resources within twenty (20) days from the date the Federation discovered the facts or reasonably should have discovered the facts giving rise to the grievance. The written Federation grievance shall comply with the requirements set forth in Section 24.3(a) of this Article. The Vice Chancellor for Human Resources shall process the grievance within the time limits as provided in Section 24.3.c. .

**Section 24.13. Group Grievance.** If any group of Faculty Members has the same grievance, one grievant may file the grievance on behalf of all other parties. The grievant filing such a group grievance shall obtain on the grievance form the signature of such Faculty Member in the group who authorizes the grievant to process the grievance on the Faculty Member's behalf.

## **ARTICLE XXV. CONCERTED ACTIVITIES.**

**Section 25.1.** Apart from, and in addition to, existing legal restrictions upon work stoppages, the Federation hereby agrees that there will be no strike, sympathy strike, work stoppage, slow down, or other concerted action or refusal to perform job functions and responsibilities by the Federation, its officers or agents during the term of this Agreement.

**Section 25.2.** In the event members of the Federation engage in any of the actions prohibited in Section 1 of this Article, the Federation shall not in any way aid, encourage or abet such actions and will take all reasonable means to end such actions.

**Section 25.3.** The District shall not engage in a lockout or participate in any other activity which obstructs the collective bargaining process during the term of this Agreement.

**ARTICLE XXVI. AGREEMENT CONDITIONS & DURATION.**

**Section 26.1. Sole Agreement.** This Agreement, when ratified and executed by each party hereto, shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party.

**Section 26.2. District and Federation Obligations.** Neither the District nor the Federation shall be bound by any requirements which are not expressly and explicitly stated in this Agreement.

**Section 26.3. Savings Clause.** If any provision of this Agreement is or shall be at any time contrary to law, such provision shall be inoperative. All other provisions shall remain in effect. At the request of either party, the District and Federation agree to negotiate any replacement provision within 15 days of such request.

**Section 26.4. Effective Date and Duration.**

**Section 26.4.a.** This Agreement shall become effective upon the date of its execution and ratification by both Parties, except as otherwise specified, and shall remain in effect through June 30, 2023.

**Section 26.4.b. 2020-2021 Re-openers.** The Parties agree that for 2020-2021, either Party may reopen any one non-economic Article of choice, and any other mutually agreed upon Articles.

**Section 26.4.c. 2021-2022 Re-openers.** The Parties agree that for 2021-2022, either Party may reopen any one non-economic Article of choice, plus any other mutually agreed upon Articles.

**Section 26.4.d. 2022-2023 Re-openers.** The Parties agree that for 2022-2023, either Party may reopen any one non-economic Article of choice, plus any other mutually agreed upon Articles.

**IN WITNESS WHEREOF the Parties execute this Agreement this 15<sup>th</sup> day of July, 2020.**

**Date Signed: July 15, 2020**

**COAST FEDERATION OF EDUCATORS/  
AMERICAN FEDERATION OF TEACHERS  
LOCAL 1911**

**COAST COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
Rob Schneiderman, President  
Chief Negotiator

\_\_\_\_\_  
David Grant, President  
Board of Trustees

\_\_\_\_\_  
Dr. John Weispenning  
Chancellor

\_\_\_\_\_  
Dr. Marco Baeza  
Vice Chancellor of Human Resources

Note:

All appendices will be sent to the Board for ratification at a future meeting.

Below reflects the tentative Agreement between the District and CFE regarding Faculty Special Rates:

Faculty Special Rates -- Appendix A-5, Section E-5

**Faculty Special Rates:**

5. Head Coaches (Intercollegiate Athletic Teams) Stipend: The District shall pay Faculty Members an LHE-based stipend to perform the duties of a Head Coach of a College-approved sport. Compensation for these assignments be equal to the Department Chair compensation (refer to Section F of Appendix A-5). ~~\$5,352—~~  
Faculty Members who are assigned to coach a college-approved sport shall receive a stipend equal to 8% of Column III, Step 1 of the faculty salary schedule. This stipend will be paid on December 1 for fall sports and on May 1 for spring sports to each coach who performs the service. This stipend does not apply to any Faculty Member who is on a twelve-month contract unless he/she coaches a second sport. [Agreement between CFE/AFT Local 1911, Faculty Unit and CCCD, 7/1/18—6/30/20, Article XI, Section 11.12.c] Earn Code: FT EXM, PT IVH.