

Agreement

Between

*Chabot-Las Positas
Community College District
and
Chabot-Las Positas
Faculty Association*

July 1, 2002- June 30, 2005

AGREEMENT

Between

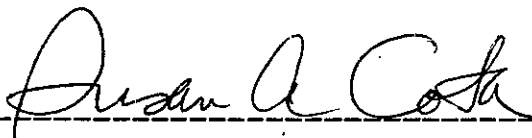
*Chabot-Las Positas Community College District
and
Chabot-Las Positas Faculty Association*

July 1, 2002 through June 30, 2005


*Ratified by the Faculty on October 14, 2002
Approved by the Board of Trustees on October 15, 2002*



Isobel F. Dvorsky
President
Board of Trustees



Susan A. Cota
Chancellor
Chabot-Las Positas Community College District



Charlotte E. Lofft
President
Chabot-Las Positas Faculty Association

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ARTICLE 1. AGREEMENT

1A. The following agreement has been reached between the Chabot-Las Positas Community College District (hereafter referred to as "District") and the Chabot-Las Positas Faculty Association (hereafter referred to as "Faculty Association").

1A.1 **Precedence.** The Education Code and Title V take precedence to this Agreement. This Agreement takes precedence over policies of the Board of Trustees.

1B. This Agreement is entered into pursuant to Chapter 10.7 (commencing with Section 3540) of the California Government Code.

1C. Definition of Terms

1C.1 Faculty in Bargaining Unit

- a. **Contract Faculty** are tenure-track, probationary instructors, who are paid in accordance with the Full-Time Faculty Salary Schedule (21C.1a and 21C.2).
- b. **Regular Faculty** are tenured instructors, who are paid in accordance with the Full-Time Faculty Salary Schedule (21C.1a and 21C.2).
- c. **Temporary Faculty** are non-tenure-track instructors, who work for a prescribed period of time or intermittently, and are paid in accordance with the Full-Time Faculty Salary Schedule (21C.1a and 21C.2).
- d. **Part-Time (Adjunct) Faculty** are untenured, non-tenure track instructors, who teach 60 percent or less of a full-time load during an academic term, and are paid in accordance with the Schedule of Part-time Service Rates Schedule (21C.1b and 21G).
- e. **Unit Members** are all faculty who are represented by the bargaining unit.
- f. **Full-Time** unit member holds a 100% contract paid in accordance with the Full-Time Faculty Salary Schedule (21C.1a and 21C.2).
- g. **Coordinator** refers to a faculty member, not a manager, who facilitates tasks in support of student-instructional or support activities, in consultation with faculty and his/her immediate supervisor.

1C.2 Other District Employees

- a. **Immediate Supervisor** is a manager who directly supervises and has direct jurisdiction over a faculty member in a division.
- b. **Classified Staff** are non-certificated employees who provide support to faculty, administrators, staff, and students. They include confidential and supervisory employees.
- c. **Managers** are individuals entrusted to administer the personnel, facilities, programs, and services of the district. The terms manager and administrator are used synonymously.

1C.3 Other

- a. **Apprenticeship Program Instructors** are journeymen employed as instructors by trade unions to render instruction to indentured apprentices in trades, such as electricians, cement masons, carpenters, etc.
- b. **Clinical Experience Providers** are members of the health professions who supervise college students in paraprofessional health fields in hospitals, dental offices, and other clinical settings.
- c. **Work Experience Providers** are employers in the community who supervise occupational training activities at their work sites.
- d. **Professional Specialists** are persons with specific expertise or abilities which are necessary to facilitate instructional programs. Examples of these individuals include, but are not limited to, Sign Language Interpreter, Emergency Medical Technician, Skills Evaluator, Seamstress, Stage Carpenter, Costume Designer, Art Model.
- e. **Performing Artists** are individuals who are hired as entertainers in productions for the general public.
- f. **Program Leaders** are individuals hired to direct and/or participate in Community Development Programs/Services, such as Mace classes and Hearst Castle Tour.
- g. **Consultants** are individuals who are non-employees hired to provide specialized expertise during a specified period of time.
- h. **Independent Contractors** are companies or individuals who are hired to render specific services.

1C 4 Time

- a. **College Year** and **Fiscal Year** operate from July 1 through June 30.
- b. **Academic Year** is the period of 175 days of instruction as required by this contract.
- c. **Day** is a calendar day.
- d. **Released/Reassigned Time** is time reassigned from regular workload activities.

ARTICLE 2. PAYROLL DEDUCTION

- 2A. Employees represented by the Faculty Association shall become unit members on their first day of assigned duties. They shall continue as unit members during their entire period of employment.
- 2B. All faculty employees, as a condition of continued employment, shall either become dues paying members of the Faculty Association, or they shall pay the Faculty Association a Fair Share Service Fee in an amount not to exceed the periodic dues of the Association. The District shall distribute relevant Faculty Association documents provided by the Association in the pre-employment packet. Said obligations shall commence upon an employee's first day of employment and said obligations shall continue for the entire period of their employment within the bargaining unit.
- 2B.1 The District shall deduct from the monthly salary of all unit members 100% of Association dues, Fair Share Service Fees, assessments, and other deductions or obligations identified by the Faculty Association. The Faculty Association shall notify the District of such other assessments, deductions or obligations by the fifteenth of each month or by the first of each month if more than a few members are affected. District payments of all dues, fair share service fees, assessments, deductions and other obligations to the Faculty Association shall be on a monthly basis by the fifth working day of each month following payday.
- 2B.2 The following voluntary payroll deductions will be made for unit members upon notification from the unit member:
- a. Premiums on life, accident, health, or disability insurance, when such insurance is offered to the unit member by reason of membership in any bona fide employee association recognized by the District;
 - b. The United Way, Combined Health Agencies Drive (CHAD), and other charitable contributions;
 - c. Tax sheltered annuities from plans purchased from the State Teacher's Retirement System or from approved carriers;
 - d. Chabot Federal Credit Union.
- 2C. All unit members who receive the benefits of the Faculty Association's services shall pay dues or fair share service fees to the Faculty Association. There shall be no "free rider" option in the bargaining unit represented by the Faculty Association.

- 2D. Unit members shall not be required to become members of the Faculty Association. The Faculty Association shall notify the District whenever a unit member chooses the reduced fair share service fee option.
- 2E. The Faculty Association shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action, or portions thereof, arising due to the organizational security provisions set forth herein. The parties shall mutually select an attorney to provide legal services contemplated by this Section 2E.
- 2F. The parties acknowledge that the agency shop organization security arrangement described in this article may be affected by subsequent changes in California statutes or decisions of appellate courts. In the event that changes are made in relevant statutory provisions, or a California appellate court, the Ninth Circuit Court of Appeals, or the United States Supreme Court issues a decision affecting the law with respect to agency fee provisions, the parties will meet and negotiate about the possible impact of that decision on the provisions of this article, upon the request of either party. Nothing in this article is intended to limit the rights of any employee under law, including but not limited to the California Educational Employment Relations Act. (Reference: Government Code section 3540 et. seq.)
- 2G. If the Faculty Association alters its dues and/or fair share service fees, the Faculty Association shall forward to the District Payroll Office, all changes in new Membership Authorization Forms or changes in Fair Share Service Fee Forms, by the fifteenth of each month, in order for the dues and/or fees to be deducted from the employee's wages in that month and paid to the Faculty Association.

ARTICLE 3. NEGOTIATING PROCEDURES

- 3A. **Time Line for Contract Proposals and Responses.** Not later than the last Board of Trustees meeting in November of the fiscal year in which this Agreement expires, the Faculty Association shall submit its initial proposal for the ensuing agreement to the Board of Trustees at a public meeting. At its next regular meeting, the Board of Trustees shall conduct a public hearing on the Faculty Association's proposal. At the following regular meeting, the Board of Trustees shall present a response to the Faculty Association's proposal.

At the next regular Board meeting following the meeting in which the Board of Trustees presents their response to the Faculty Association's proposal, the Board of Trustees shall conduct a public hearing on its response. Following the adoption of the response by the Board of Trustees, the negotiating teams shall mutually agree to the date and time of their first meeting.

- 3B. **Delegation.** The Board of Trustees and the Faculty Association may discharge their respective duties by means of authorized managers or officers, individual representatives or committees. Either party may utilize the services of external resource consultants and/or resource attorneys to assist in negotiations.
- 3C. Unless mutually agreed upon by the Chancellor and the President of the Faculty Association, no recipient of release time shall abandon any part of teaching, counseling, or librarian duties after the start of a semester in order to utilize release time.
- 3D. If the District does not provide substitutes for bargaining sessions, then bargaining sessions shall be scheduled outside of the CLPFA bargaining team members' class time.
- 3E. The District will provide a current copy of the Board of Trustees' Manual of Policies to the President and to the Chief Negotiator of the Faculty Association. Current Education Code and Government Code sections will be available to the Faculty Association at each college.
- 3F. There will be no stenographic record or electronic recording of bargaining sessions without mutual consent of the parties.
- 3G. Bargaining sessions shall occur at the District Office unless alternative meeting locations are mutually agreed upon.
- 3H. All bargaining sessions shall be scheduled by the Chief Negotiators and may only be cancelled by a Chief Negotiator.

- 3I. The agenda for each bargaining session shall be agreed to by the Chief Negotiator for each side prior to the scheduling of each bargaining session. In the event agreement cannot be reached on the agenda, negotiations shall none-the-less proceed without interruption.
- 3J. During collective bargaining sessions and for the purpose of exchanging proposals, the Faculty Association shall have use of District duplicating facilities, without cost, and so long as it does not disrupt other District business.
- 3K. Use of email or postal service may be used for the delivery of offers and/or counter proposals.

ARTICLE 4. FACULTY ASSOCIATION RIGHTS

- 4A. **Information Provided by the Parties.** Upon written request, the District's Chancellor or designee and the Faculty Association shall provide information of a non-confidential nature pertaining to matters which may be of concern and interest to each other. Other information (e.g., District and college budgets) will be provided as long as it is used solely for Faculty Association business.
- 4B. **Meeting Facilities.** The District and/or college facilities will be made available to the Faculty Association for meetings concerned with the exercise of rights guaranteed by Government Code sections 3540, et seq. without cost at reasonable times. The Faculty Association must follow the District and/or college procedures for reserving facilities. These meeting facilities will be made available when such use does not interfere with the educational program or regularly scheduled duty hours of unit members in such facility.
- 4C. **Equipment, Supplies and Services**
- 4C.1 The Faculty Association's use of District and/or college equipment will be permitted without cost upon the approval of the appropriate manager immediately responsible for the equipment. Equipment will be made available when its use does not interfere with the educational program.
- 4C.2 At the cost of the Faculty Association for consumable materials/services, the Faculty Association shall have the right to have 2000 pages of Faculty Association materials copied per month produced at the college media/production center for distribution to unit members.
- 4C.3 Audio-visual equipment may be used on campus for Faculty Association business by following District and/or college procedures for its reservation and care. Equipment will be made available when its use does not interfere with the educational program.
- 4C.4 All personnel and supplies required by the Faculty Association will be provided without cost to the District.
- 4C.5 The Faculty Association shall pay for the repair or replacement of any equipment damaged during use.
- 4D. **Faculty Association Office Space.** The District will make every effort to provide office space, office furniture, a telephone and a computer. E-mail access shall be available at various locations. The provision of this office and service must not interfere with either the educational process or student service.

- 4E. **Distribution of Communications.** The Faculty Association may have the use of the intra-District mail system, employee mailboxes assigned to unit members and e-mail for purposes of distributing communications to unit members. Copies of materials distributed through mailboxes will contain the date of distribution and the identification of the Faculty Association. The Faculty Association President or designee shall authorize all materials distributed through the District mailboxes. A copy of all mass distribution materials distributed via campus mail will be delivered to the Chancellor and Presidents, at the same time as distributed and/or posted.
- 4F. **Bulletin Boards.** The Faculty Association may use at each college at least one (1) bulletin board in each faculty office building, staff lounge, mailroom, and such other areas as designated by the District. All postings will be dated and bear the official identification of the Faculty Association. Bulletin board spaces will be maintained in a neat and timely manner. Copies of all postings will be delivered to the Chancellor and Presidents, at the same time as posted.
- 4G. **District/Faculty Association Meetings.** The Chancellor or his/her designee will meet with the Association's President or his/her designee to discuss mutual problems of the Colleges/District within five (5) working days, or a reasonable time thereafter, at the request of either party. Such a meeting is not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this contract. Both parties shall submit an agenda of items they wish to discuss at least twenty-four (24) hours prior to the meeting.
- 4H. **Release Time.** The Faculty Association will receive two (2.0) F.T.E. release time per year funded by the District. The Faculty Association may accumulate no more than four (4.0) F.T.E. at any one time. The Faculty Association shall designate, at its sole discretion, who shall receive release time. This represents the total release time, including Association business and negotiations, for the Association provided by the District.

The Faculty Association may purchase from the District up to four (4) additional F.T.E. of released time for Faculty Association work per semester. The Faculty Association shall pay the District for each additional F.T.E. of released time (at the appropriate level of adjunct hourly pay) for the unit member granted the released time. The reassigned unit member shall be paid their full salary and benefits while on Faculty Association released time. The Faculty Association shall notify, in writing, the Chancellor, appropriate President and Human Resource Director at least thirty (30) days prior to the beginning of the semester of the unit member(s) being granted Faculty Association released time as provided for herein.

- 4I. **Appointment to Committees.** The Faculty Association retains the right to appoint unit members to District and college committees.

- 4J. **Consultation.** The Faculty Association has the right of consultation on the establishment of educational goals and objectives of the District. The Faculty Association shall be kept apprised of the development of the annual budget and long-term financial planning. The Faculty Association shall be apprised of the process and outcomes of Program Review.
- 4K. The District shall place the completed written Agreement on the District's Internet website within (20) days after it becomes effective. The District shall also provide copies of this Agreement for each Contract, Regular and Temporary unit member.
- 4L. The District, its representatives, and the Faculty Association and its members shall take no action in violation of or inconsistent with any provision of this Agreement.
- 4M. Upon request for records under the California Public Records Act, the Association shall be furnished: (1) agenda materials and minutes of Board meetings; (2) non-confidential information regarding financial matters, personnel, budgetary requirements, allocation of state and federal funds, student enrollment, etc.; and (3) any other information which is necessary to assist the Faculty Association in representing members of the unit. The Faculty Association recognizes that all such information will be provided pursuant to the provisions of the California Public Records Act (i.e. California Government Code sections 6250 et seq.) Specific reports the District agrees to provide are: CCFS-311; 311 (Q); CCFS 320; the opening day, census day and final day Swoxen reports for each campus for each semester and inter-session; the Self Study and Team Accreditation Reports for each campus; Adoption budget; annual report reflecting new year budgeted revenues and expenditures and prior year actual revenues and expenditures by object and activity at the four (4) digit level.
- 4N. Upon completion of this Agreement, the District shall furnish the Faculty Association with a listing of names, addresses and telephone numbers of all unit members except those individuals who specify in writing that they wish to keep such information confidential. No more than three (3) times a year, the District, upon request and within thirty (30) consecutive working days, shall provide the Faculty Association with the list of the members of the bargaining unit.
- 4O. The Faculty Association shall have the right to use telephone and e-mail lines between campuses/District provided that such use shall not interfere with, nor interrupt, normal District operation.

- 4P. Unit members duly authorized as representatives of the Faculty Association shall be permitted to transact official Faculty Association business as provided by law throughout the District. However, such activity shall in no way interfere with classroom instruction or assigned duties of employees.
- 4Q. Rights and benefits of unit members set forth in this Agreement shall accrue to unit members.

ARTICLE 5. DISTRICT RIGHTS

- 5A. **District Authority and Duties.** It is understood and agreed that the District retains its power and authority to direct, manage and administer as provided by PERB regulations and relevant decisions of courts of competent jurisdiction. Among those duties and powers are the right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of revenue; contract out work except as limited herein; and take action on any matter in the event of an emergency such as fire, earthquake or other acts of God. In addition, the Board of Trustees retains the rights to select, hire, classify, assign, evaluate, terminate and discipline employees. The Faculty Association shall be given the opportunity to consult with the District before any decision is made by the District to contract out work. The District and the Faculty Association shall negotiate over the impacts and effects of contracting out work. Further, the District shall not contract out work if such contracting out will result in the termination of employment of full-time faculty members (i.e., full-time faculty members employment will be terminated because of the decision to contract out their jobs).
- 5B. **District Limitations.** The exercise of the foregoing rights by the District shall be limited only by the specific and express terms of this Agreement and by the legal requirements imposed by PERB regulations and rulings and relevant decisions made by courts of competent jurisdiction.

ARTICLE 6. CONCERTED ACTIVITIES

The Faculty Association agrees not to engage in, or authorize any strike or work stoppage, during the term of this Agreement. This limitation includes a prohibition on any conduct which would constitute a sympathy strike in support of any other union. This limitation does not prohibit the Faculty Association from exercising its constitutionally protected free speech rights.

ARTICLE 7. GRIEVANCE PROCEDURES

The intent of these grievance procedures is to resolve faculty-to-management issues that deal with matters other than sexual harassment and disabilities. Procedures for dealing with Sexual Harassment are found in *Government Code 12940 and Education Code 200 et seq.*, and are stated separately in *Board of Trustees' Policy 4027*. Procedures for dealing with harassment due to disabilities is stated separately in *Board of Trustees' Policy*.

7A. Definitions and Provisions

7A.1 A grievance is a formal allegation by a unit member who has been adversely affected by an alleged violation or misapplication of the specific provision of this Agreement.

7A.2 A grievant is any unit member adversely affected by an alleged violation or misapplication of the specific provisions of the Agreement. A grievant may be the Faculty Association in a claim relating to the rights of the Faculty Association contained in this agreement. The Faculty Association may also file class action grievances as provided in Section 7A.17.

7A.3 A "day" is a calendar day.

7A.4 The "immediate supervisor" is a manager who directly supervises and has direct jurisdiction over a faculty.

7A.5 Any deadline date which falls on a Saturday, Sunday or holiday will automatically be extended to the next following day on which the colleges and/or District Office are open for business.

7A.6 **Scheduling of Grievance Meetings.** Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the work day, any unit member required by either party to participate as a witness, grievant or representative of the Faculty Association in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time. The prompt resolution of grievances is encouraged.

7A.7 Any grievant has the right to be represented at any step in this procedure by the Faculty Association. However, any grievant may at any time before Level IV, present their grievances and have such grievances adjusted without the intervention of the Faculty Association.

7A.8 Deadlines

- a. Failure of the grievant(s) to adhere to the time deadlines shall mean that the grievant(s) is/are satisfied with the previous decision and

waive the right to further appeal. In the event that any of the college or District managers fail to respond within the timelines specified at any level, the grievant(s) may proceed to the next level of appeal. The grievant(s) and an appropriate College President or Chancellor may extend any time deadline by mutual written agreement.

- b. Absence of either the grievant(s) or the manager due to illness or emergency constitutes a basis for extension of the timelines. In addition, the parties may agree to grant extensions under other circumstances, such as special events or school-calendared holidays that occur within a timeline.

7A.9 Grievance Records.

All documents dealing with the processing of a grievance shall be filed in the District's Office of Human Resources separately from the personnel files of the participants and each grievance shall be given an annual number (97-1, 97-2, etc.). All records regarding the grievance shall be treated as confidential.

- 7A.10 The intent of these grievance procedures is to resolve faculty-to-management issues that deal with matters other than sexual harassment, discrimination, and disabilities. Procedures for dealing with sexual harassment are found in the relevant Government Code and Education Code 200 et seq., and are stated separately in Board of Trustees' Policy 4027. Procedures for dealing with discrimination and harassment due to disabilities are stated separately in Board of Trustees' Policy 4029.
- 7A.11 There shall be no retaliation against any grievant(s) for utilizing these grievance procedures. The fact that a unit member has filed a grievance(s) shall not be considered in personnel decisions nor in any recommendations for job placement, nor in decisions of awarding continuous contracts to probationary or contract members of the bargaining unit.
- 7A.12 A grievance may be amended at any time prior to the filing of a request for arbitration, as long as the amendment is based on evidence not known at the time the original grievance was filed and as long as the new allegations relate directly to the allegations contained in the original Level II written grievance submitted by the grievant(s).
- 7A.13 Unless it is explicitly stated in these procedures, each party (District and Faculty Association) shall inform the other party, as soon as possible, about who will be attending the meetings in Levels I through III. No attorney for either the District or the Faculty Association shall attend any of the meetings in Levels I through III.
- 7A.14 Regarding time limits and deadlines, unless otherwise agreed to by the parties to the grievance, the clock stops during academic year recesses and

summer and begins on the first day that the faculty member returns to work.

7A.15 Until final disposition of a grievance takes place, the grievant is required to conform to the original decision of his/her immediate supervisor.

7A.16 By mutual agreement of the grievant and the Chancellor or his/her designee, a grievance may be moved to an appropriate higher level.

7A.17 Class action grievances may be filed by the Faculty Association as set forth in this section 7A.17. It is the intent of this section 7A.17 to express the agreement that all grievant(s) are required to satisfy all time deadlines and other procedural requirements of this Agreement, including but not limited to, the Faculty Association as the grievant, an individual grievant, or an individual covered within a class action grievance.

a. If the same alleged violation of this Agreement is made by more than one (1) unit member, then either the Faculty Association or the one (1) unit member may file a class action grievance on behalf of him/herself and all other grievants in the class. The class action grievance shall be subject to all time deadlines and other procedural requirements of this Agreement. The unit members who wish to be joined in the class shall be required to satisfy all time deadlines and other procedural requirements of this Article applicable to individual grievants until such time as when they are identified in writing by the Faculty Association to the District to be a member of the class covered by the class action grievance.

b. When the Faculty Association files a class action grievance, the District shall provide appropriate requested information to the Faculty Association to help the Faculty Association identify in writing to the District the unit members who make up the class covered by the class action grievance. Specifically, if the Faculty Association identifies a class of unit members to the District (e.g., by Department or hire date), then the District is obligated to provide the names to the Faculty Association. Failure of the District to provide such names shall not result in exclusion of individuals from the class so long as the effected individual unit member or members have otherwise satisfied all time deadlines and other procedural requirements of this Agreement by (1) filing an individual grievance satisfying such requirements, or (2) as a result of being a member of the class covered by an individual or Faculty Association initiated class action grievance which satisfies such requirements.

- c. The District shall have the burden of proof before the arbitrator to prove that any time deadlines or other procedural requirements of this Agreement have not been satisfied.
- d. The final decision shall apply to all unit members properly joined in the class and to the respondents.

7A.18 If a grievance alleged by the Faculty Association arises from the action of a central District authority, the Faculty Association and the Chancellor may mutually agree to initiate such a grievance at Level III of the grievance procedure.

7A.19 The District shall not deny the Faculty Association access to those District records and documents to which the Faculty Association is entitled under the California Educational Employment Relations Act set forth at California Government Code Sections 3540 et seq.

7A.20 Forms for processing grievances shall be prepared by the District and Faculty Association. The forms shall be printed by the District and made available in the District Human Resources Department.

7B. Procedure for Grievances

7B.1 Level I - Informal Resolution

Within twenty-eight (28) days of the time the aggrieved person(s) knows of the event or condition which gave rise to the grievance, the aggrieved shall meet to discuss the grievance issue with the immediate supervisor and/or other managers involved. During this meeting, the grievant shall state the specific article and section of this Agreement which he/she alleges was violated or misapplied. The aggrieved may have a designated representative of the Faculty Association present as an observer at the meeting. The aggrieved may discuss the issue with the President of the Faculty Association or Grievance Officer prior to meeting with managers. The objective is to resolve the matter informally without a permanent record.

The Faculty Association and the District encourage the parties to a potential grievance to resolve their differences informally before entering the formal Levels of this procedure.

7B.2 Level II – College President or designee, and the Grievance Committee

- a. If the aggrieved is not satisfied with the disposition at Level I and wishes to pursue the grievance, the aggrieved must submit a written grievance to the appropriate College President or designee within thirty-five (35) days following the informal discussion provided at

Level I. This document shall contain clear, concise statements of the grievance, the alleged violation with specific reference to Article, Section, and page of this Agreement, the results of the informal meeting, and the remedy desired by the grievant(s). Concurrently, the President of the Faculty Association may appoint a Grievance Committee of from one to three unit members to investigate the grievance. The written results of this investigation, if it occurs, will be given to the College President or designee along with the written grievance submitted by the grievant(s).

- b. Within fourteen (14) days of the receipt of the written grievance the College President or designee shall meet with the aggrieved, the Grievance Officer, and one member of the Grievance Committee (if one was created) who will be selected by the Grievance Officer, in an effort to resolve the grievance. A second person selected by management may also attend this meeting. A written decision by the College President or designee which includes stated reasons for said decision shall be presented to the aggrieved person(s), the Grievance Officer, and the President of the Faculty Association within fourteen (14) days following the meeting at Level II.

7B.3 Level III – Chancellor or Designee

If the aggrieved is not satisfied with the resolution of the grievance at Level II and wishes to pursue the grievance further, the aggrieved must within seven (7) days of receipt of the written decision of management in Level II, request a meeting. In addition to the grievant, this meeting will include the Grievance Officer, Faculty Association President or designee and the Chancellor or designee. It may also include a member of the Level II Grievance Committee selected by the Grievance Officer and a second person selected by Management. The meeting shall take place no more than ten (10) days after the Chancellor has been notified. The Chancellor or designee shall communicate a decision, in writing, to the aggrieved person(s), the President and Grievance Officer of the Faculty Association within ten (10) days following the meeting.

7B.4 Level IV - Arbitration

If the Faculty Association is not satisfied with the disposition of the grievance at Level III, it must, within twenty (20) days, send a written notice to the Chancellor that the matter is being submitted for arbitration.

- a. Either the Faculty Association or the District will request the California State Conciliation Service to provide a list of seven (7) names of persons experienced in hearing grievances in the public schools. The arbitrator shall be selected within fourteen (14) days following receipt of the list, by alternately striking names until only one (1) name remains. The party with the right to first strike shall be determined by a flip of the coin. In the event that the arbitrator is unable to serve, the

parties shall request an arbitrator through the American Arbitration Association (A.A.A.) or may select a mutually agreed upon individual from the original list of seven (7) submitted by C.S.C.S.

- b. The parties shall each bear the burden of one half of the Arbitrator's cost, and shall each bear their own separate legal and research costs.
- c. The hearing shall proceed under the Voluntary Labor Rules of the A.A.A. or under the Expedited Rules of the A.A.A. if agreed to in advance by both parties.
- d. The Arbitrator will hear evidence on issues of arbitrability and the substantive issues at the same arbitration hearing.
- e. After an investigation and hearing, it shall be the function of the arbitrator as empowered except as those powers are limited by the provisions of this Article and the applicable A.A.A. rules, to make a decision in cases of an alleged violation(s) or misapplication of the specific article(s) and section(s) of this Agreement.
- f. The arbitrator shall have no power to add, subtract from, disregard, alter or modify any of the terms of this Agreement and shall not consider or include issues in the decision that are not directly involved in the case as submitted. The arbitrator shall not deprive the District or the Faculty Association of any rights expressly or implicitly reserved herein.
- g. The arbitrator shall make no retroactive award to the grievant(s) which would pre-date the effective date of this Agreement. The arbitrator will be without the power or authority to make any decision which would require the commission of an act prohibited by law.
- h. The award or decision of the arbitrator shall be final and binding on all parties subject to the arbitration. All decisions involving the discipline (including the discharge) of any employee shall be governed by the Article in this Agreement entitled "Discipline".
- i. The arbitrator's award shall be in writing and shall set forth his/her determination of the issue(s), findings of fact and conclusions.

ARTICLE 8. ACADEMIC CALENDAR

8A. Academic Calendar Committee.

The annual Academic Calendar shall be developed by a committee composed of twelve (12) employees. The District shall appoint six (6) members and the Faculty Association shall appoint six (6) members.

The committee will be co-chaired by a representative designated by the Faculty Association and a representative designated by the District.

The committee shall annually negotiate any minor academic calendar changes, including but not limited to start and end dates, early start courses and /or other minor exceptions to the regular academic year.

8B. Deadline and Deadlock

The Academic Calendar Committee shall start the process no later than September 15 and complete deliberations by November 1 of each year. This deadline can be extended by mutual agreement. In the event the Academic Calendar Committee cannot reach agreement by that date, the Chancellor will establish the calendar using the factors listed in Sections C and E below.

8B.1 The Academic Calendar can be developed more than one (1) year in advance by mutual consent.

8C. School Term

The Academic Calendar Committee will include the following factors in calendar development.

8C.1 The academic year shall consist of one hundred seventy-five (175) days of instruction, including one (1) Convocation Day, one (1) College Day, and up to six (6) Flex Days. The Flex Days shall be determined by the mutual agreement of the President of the College, the chair of the College Enrollment Management Committee and the chair of the College Staff Development Committee;

8C.2 New faculty members will serve two (2) additional days of Orientation;

8C.3 Each Contract and Regular unit member shall attend Commencement exercises on alternating years.

8D. Calendar Alternative Committee

The Faculty Association and the District may, upon mutual agreement, form a Calendar Alternative Committee to examine in detail the benefits and liabilities involved with any modification to the standard 17.5 week semester primary term.

Any agreed upon committee shall identify potential benefits, costs and negotiable issues, if any, that would have to be addressed and negotiated by appropriate Faculty Association-District representatives.

8E. Holidays and Adjustments

8E.1 Holidays.

The calendar year shall include twelve (12) holidays, eleven (11) of which are state mandated.

The academic calendar shall include the following holidays: January 1 (New Year's Day); the third Monday in January (Martin Luther King Day); a February day (Lincoln Day); the third Monday in February (Washington Day); the last Monday in May (Memorial Day); July 4 (Independence Day); the first Monday in September (Labor Day); a November day (Veterans Day); the Wednesday before Thanksgiving as a holiday in lieu of Admissions Day; Thanksgiving Day; the Friday following Thanksgiving Day, and December 25 (Christmas Day).

8E.2 Holiday Adjustment. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. The Academic Calendar Committee may adjust the day of the holiday in lieu of the official day designated, if the law allows, and if too many holidays in a term fall on the same day of the week which would impact instructional quality. Any adjustments must be in compliance with the official directions from the California Community College Chancellor's Office.

ARTICLE 9. WORKING CONDITIONS

Introduction and General Provisions

Academic Year

The work year for all unit members, unless otherwise provided for in this contract, shall be composed of two (2) semesters of approximately seventeen and one-half (17-1/2) weeks duration not to exceed one hundred and seventy five (175) days of assigned duties. Sundays and holidays shall not be counted as days of the academic year.

Inter-sessions are voluntary assignments during contractually authorized work period occurring between but not overlapping with the one hundred and seventy five (175) days comprising the Fall and Spring semesters. Inter-sessions do not include Summer Session.

9A. Faculty Schedules

9A.1 **Consultation.** Management shall develop academic discipline and individual schedules, in consultation with Contract and Regular faculty and in accordance with the discipline plan described in the Enrollment Management Article (29E.4), that will provide for student needs and will maximize faculty performance by considering faculty preferences and the avoidance of unreasonable time periods. Management will work with each faculty member to develop a schedule that avoids unreasonably long time gaps between classes and unreasonably short time gaps between the end of one work day and the beginning of the next work day. This process will consider faculty preferences and professional development opportunities. No less than eleven (11) consecutive hours shall normally elapse between the end of the last assigned hour that is part of regular load on one day and the beginning of the first assigned hour that is part of regular load on the following day, unless agreed otherwise by the individual faculty member. Insofar as possible, a reasonable assignment for full-time teaching and counseling faculty is a day of six (6) continuous hours.

a. A Contract or Regular unit member shall not, without his/her consent, be assigned to any of the following assignments:

- (1) A counseling assignment of more than that defined in Article 10D.1d. In addition, for each teaching unit of a scheduled counseling class, the counselor teaching that class shall be credited with the appropriate number of "A" hours of student contact during the period of the course and the remainder of their semester workload shall be reduced proportionally.

- (2) A librarian assignment of more than that defined in Article 10D.1e. In addition, for each teaching unit of a scheduled library class, the librarian teaching that class shall be credited with the appropriate number of "A" hours of student contact during the period of the course and the remainder of their semester workload shall be reduced proportionally.
 - (3) Other unit members: Full-time and part-time personnel, other than instructors, counselors, or librarians shall be assigned for no more than that defined in Article 10D.1f.
- b. A Contract or Regular unit member shall not, without his/her consent, be scheduled for any of the following assignments unless there is a programmatic need in accordance with the discipline plan described in the Enrollment Management Article 29 or to achieve a full load:
- (1) A split assignment between work sites on the same day without mileage paid at the then current Federal Internal Revenue Service rate.
 - (2) A day assignment following an evening assignment by less than eleven (11) hours.
 - (3) Correctional facilities. (No assignment without consent regardless of programmatic needs)
 - (4) Teaching more than three (3) consecutive lecture hours or four (4) consecutive laboratory hours or combined lecture-and-laboratory hours without a half-hour break.
 - (5) A course or service scheduled on Saturday if a part-time (adjunct) faculty member is assigned to the same course or service on a weekday.
 - (6) No unit member shall be required, on an annual basis, to teach more new preparations than the average number of new preparations taught by Contract, Regular or Temporary unit members in their discipline unless said unit member would not otherwise be able to receive a full time assignment. A new preparation is a course of two (2) units or more which the unit member has not taught within the previous three (3) years. A revised course does not constitute a new preparation. Exceeding the average number of new preparations must be done on a rotational seniority basis. Rotational seniority is defined in Article 10C below.
 - (7) Full-time unit member may not be assigned without their consent to more evening assignments per academic year than the average of each of the other full-time members of the discipline. Evening assignments begin on or after 4:30 p.m. for instructional faculty and 4:30 p.m. for other unit members.

- c. If, after consulting with the affected unit member, the District concludes that there is no reasonable way to avoid the assignments enumerated above, then the District may require a unit member to perform one of the following:

- (1) A day assignment following an evening assignment by less than eleven (11) hours.

OR

- (2) Day assignments and an evening assignment occurring on the same day.

9A.2 **Schedule Notification.** Every attempt will be made to notify all Contract and Regular unit members in writing of their initial assignment for the following academic year by May 1st. If a specific assignment is not offered to a Contract or Regular unit member, the local administrator or designee shall provide the explanation in writing if requested by the affected faculty member.

9A.3 **Section Cancellation Consultation.** Prior to the cancellation of any class section that has been listed in the schedule, the Dean will consult with each affected faculty member about the proposed cancellation and will give the reasons for the cancellation, and discuss the alternatives to teaching the section.

- a. A class shall not be cancelled prior to the first day of instruction unless the College has given five (5) working days prior oral or written notice (by telephone or U.S. mail) to the instructor of the possibility that the class might be subject to cancellation. If such notice is not given, a class shall not be subject to cancellation until the first class meeting. For the purpose of this article, the five (5) working days begin the date the mailed notice is put in the mail and postmarked.

- b. **Bumping Rights.** Contract, Regular, and Temporary unit members who experience a class cancellation may bump a part-time (adjunct) unit member only before the first class meeting.

9A.4 **Ergonomic Equipment**

Unit members who qualify as disabled under State or Federal Law (i.e., the California Fair Employment and Housing Act or the Americans with Disabilities Act), and who have a medically verified condition which could be alleviated by ergonomic equipment, and who request such equipment shall be provided the necessary ergonomic equipment at no cost to the unit member, unless the cost of the equipment would create an undue hardship to the District.

9B. Course Outline/Syllabus Requirement

All instructors agree, as part of their contract, to teach, at a minimum, the material as specified in the course outline of record. At the beginning of each semester, Faculty shall submit to their Division Deans, a copy of a syllabus for each course taught.

9C. Safety

The District shall provide safe working conditions for all unit members as required by law, continuous monitoring of working conditions, and the correction of unsafe working conditions. The responsibility for safe working conditions is that of the District, and the responsibility for the maintenance of safe procedures and practices is that of the unit member.

9C.1 Mandatory safety training shall be required where hazardous materials, chemicals or dangerous equipment are routinely used and which are subject to state and federal regulations mandating safety training for instructors and students. Affected unit members shall be required to attend these training programs and failure to attend shall subject the unit member to discipline.

9C.2 Unit members shall make all health and/or safety complaints in writing to their supervisor and the Director of Campus Safety & Security. If the issue is not resolved to the satisfaction of the unit member within ten (10) days, then he/she may appeal to their College President. The College President shall notify, in writing, the unit member who complained, and the Faculty Association, within thirty (30) days from the day they received the complaint. The College President's response shall state the actions taken by the District to remedy the problem. No unit member shall be retaliated against for filing a health or safety complaint.

9C.3 In the event of an immediate serious threat to the safety of students and staff within the classroom or affiliated agency environment, the unit member may vacate the class without loss of pay until the emergency has been alleviated. The unit member must immediately report the emergency to his or her immediate supervisor who shall determine the appropriate action.

9C.4 If a person on campus makes a real or implied threat of bodily injury and/or property destruction, the unit member must:

- a. report the threat immediately to the campus security and to the unit member's immediate supervisor;

- b. request the removal of the person or persons from class meetings for a period of time as authorized under the California Education Code;
- c. make a formal request that the District make every reasonable effort to make the work environment secure;
- d. in instances of actual assault and/or battery or property destruction, it is the duty of any unit member, and the duty of any unit member's supervisor, who has knowledge of an incident, to immediately report the incident to the Director of Campus Safety & Security.

9D. Protective and Specialized Attire

Protective and specialized attire, required by the District or affiliated agency, shall be furnished at no cost to the unit member.

9E. Medical Exams

9E.1 As required by state law, all unit members must have a Tuberculosis (TB) test every four (4) years. The unit member shall be responsible for the cost of the TB test upon hiring. All subsequent tests will be paid for by the District. Unit members who do not have current Tuberculosis (TB) test results on file with the District will be placed on an unpaid leave of absence until the Tuberculosis (TB) test results have been received and acknowledged by the District Payroll Office. Unit members will be given written notice on or about 90 days, 60 days and 30 days before they are required to submit their TB test. The notices will inform the unit member that if they do not have a current TB test result on file with the District, they will be placed on an unpaid leave of absence until the TB test results have been received and acknowledged by the District Payroll Office.

9F. Vehicle Costs

Unit members shall be reimbursed for the pre-approved use of their personal vehicles while on official District business at the rate established by the District. This rate of reimbursement shall be based upon the prevailing Internal Revenue Service allowable non-taxed rate of reimbursement.

9G. Graduation

The District will provide academic regalia for graduation ceremonies. Unit members who own their own academic robes may wear them.

9H. Use of District Facilities, Equipment, Supplies or Materials

Unit members may access appropriate District facilities during regular operational hours. Access during prohibited hours requires prior notification to the college President or designee who will notify Security in advance. Unit members must contact Security upon arrival. Unit members violating these prohibitions shall be subject to disciplinary action.

Unit members' access to the facilities is prohibited from 11 p.m. - 6 a.m.

- a. Institutional Closure: During periods of institutional closure(s) there will be no access to District facilities, except for authorized unit members or if applicable, the general public at pre-approved scheduled events in specific facilities.
- b. Unauthorized appropriation of District facilities, equipment, supplies or materials is prohibited (i.e., authorization of manager responsible for the facilities, equipment, supplies or materials is required).

9I. Keys

Unit members will be assigned keys to their college mailbox, assigned office, and office building by President's designee. In order to obtain keys for specific classrooms, the unit member must obtain the approval of the President or designee. The unit member must return all keys issued to the unit member by the District upon separation from the District or upon the request of the District.

9J. Reimbursement for Damaged Personal Property

Unit members shall be reimbursed by the District for the cost of replacing or repairing the personal property of the employee, when such property is damaged in the line of duty and without the fault of the employee, provided however, that:

- a. Reimbursement shall not be made for theft of personal property.
- b. Reimbursement shall not be made for damage to any motor vehicle.
- c. Reimbursement shall not be made for less than \$25 or more than \$200 per incident.

The Vice Chancellor of Business Services of the District shall receive and review all such claims. He/she shall forward a recommendation for reimbursement or denial to the Chancellor.

When a unit member is reimbursed for the costs of replacing or repairing personal property or the actual value of such property, the District shall, to the extent of such reimbursement, be subrogated to any right of the employee to recover compensation for such damaged property.

ARTICLE 10. WORKLOAD

10A. General Provisions

The intent of this article is to assign faculty to fair and equitable workload assignments which will best serve the students of the Chabot-Las Positas Community College District. Its objective is to maximize educational opportunities for students.

10A.1 The District Management shall, in consultation with the District Enrollment Management Committee, plan the District's operations so that the weekly student contact hours (WSCH) per academic year per full-time equivalent faculty (FTEF), at initial enrollment, shall be 525. Individual assignments may vary in terms of Weekly Student Contact Hours according to contractual standards referred to herein.

10A.2 The assignment of each unit member will be made by the District with due regard for such factors as number and nature of preparations, teaching experience, clerical-technical and para-professional assistance provided.

10B. Experimental Assignments

Specific Assignments to permit experimentation, institutional research, and related matters may be authorized by the District. During the period of experimentation, a written agreement between the instructor and the District will prescribe the load with other considerations, such as anticipated outcomes, planned evaluations, time restrictions, and fiscal implications. After the period of experimentation, the load will revert to the standards prescribed by this Article. All such agreements will be kept on file in the Office of Academic Services and the appropriate division or college, available for review by the faculty member, and will be subject to review and renewal each year by mutual agreement. A copy of the agreement will also be sent to the Faculty Association.

10C. Faculty Assignments

The instructional load of a full-time unit member shall be thirty (30) A Hour units or their equivalent. Rotational seniority within the teaching specialty shall be used for scheduling if requested by a Contract or Regular unit member. Once unit members within the teaching specialty receive an assignment, one course at a time, then otherwise eligible unit members shall receive an assignment according to rotational seniority. "Rotational seniority" for this purpose means a qualified person with the most seniority shall receive first priority for a particular assignment. Subsequently, the next qualified person with the next most seniority shall be eligible to receive that assignment.

Forfeiture of eligibility shall not cause the unit member to lose seniority. This system shall continue from year to year until everyone who wants the assignment has received it at least once.

Managers may not perform unit member duties if any qualified unit member is available.-

10C.1 Full-service Week

A full-service week usually has a full instructional, counselor, librarian or special assignment week of the academic calendar unless prior arrangements are agreed to in writing by authority of the Dean. These prior arrangements may include a four-day scheduled week, if the appropriate Vice-President certifies that the schedule is consistent with the Discipline Plan developed by the Enrollment Management Committee.

10C.2 Final Examination Week

The final examination schedule will replace the regular assignment of teaching faculty during the final examination days. Instructors with Contract, Regular and Temporary status shall post five (5) office hours with no more than two (2) office hours in any one day except when rescheduled by their immediate supervisor, and shall otherwise advise their immediate supervisor of their whereabouts on campus by a written schedule. Counselors will hold eighteen (18) scheduled counseling hours during final examination week except as their administrator may make adjustments. Librarians and Special Assignment faculty will provide their full service week during final examination week except the last day of finals which shall be four (4) hours. For faculty members with Contract, Regular or Temporary status teaching less than a 100% load, a proportionate assignment will be served in each instance.

Final examination may include performance/demonstrations held during final examination period.

With the approval of their immediate supervisor, unit members holding final examinations in locations other than those scheduled, shall give written prior notification to their immediate supervisor five (5) working days prior to the scheduled final examination time.

No more than ten (10) days in any academic year excluding weekend shall be devoted to final examinations. If no final examination is given, other class activities shall be held during the period scheduled for the final examination.

10C.3 Alternative Duty

The alternative duty faculty assignment shall be any assignment which includes more than four (4) CAH per semester of duties which are not part of the conventional faculty assignments as instructors, counselors or librarians.

Alternative duty assignments shall be made on the basis of:

- a. rotating the opportunity to perform these tasks unless the Faculty Association and District agree to the length of the assignment;
- b. unit members shall enter candidacy for each assignment based upon their application for the position with the appropriate administrator;
- c. the appointment to any assignment shall be through the use of a job description and the normal District selection process for internal appointments.

10D. Workload Assignments for Contract, Regular and Temporary Faculty

A faculty member's primary workload requires that he or she carry out the following:

- (1) Remain current in his or her discipline(s) particularly in the areas of instruction;
- (2) Read and implement the research on the craft(s) of instruction, counseling and librarianship as appropriate;
- (3) Prepare lectures, develop laboratory exercises, create examinations, create media, perform assessments of and grade student performances, and perform other related academic work.

10D.1 Primary Assignment Hours

a. Faculty Lecture Hour A is 1.00.

Faculty Hour A has a teaching unit value equal to an hour for hour equivalence between assigned lecture hours and faculty teaching units (i.e., three (3) lecture hours equals three (3) teaching units (CAH). Such hours are typically known as lecture hours and assume two hours of student homework for each hour in class. Faculty Hour A provides a full academic year load of 30 hours.

b. Faculty Laboratory Hour B is calculated at either .75 or .80 of Faculty Hour A.

- (1) **Faculty Hour B.1 at .75** is a classroom teaching hour in science and technical laboratories, clinic studio, physical education activities, music practice and performance, auxiliary supported individualized learning centers, and individualized instruction.
- (2) **Faculty Hour B.2 at .80** is a full hour of line-of-sight supervision of nursing students in a hospital setting that is accounted for through positive attendance and the following courses: Dental Hygiene 57, 71A, 71B, 74B, 81A and 81B.

- c. **Faculty Hour C** is calculated at either 1.17 or 1.25 of Faculty Hour A.
- (1) **Faculty Hour C.1** is a classroom teaching hour of 1.17 of Faculty Hour A with a class size of 25 students for the following courses: English 110A, B, C, D, English 11, 12, 13; Mass Communication 1, 2, 3.
 - (2) **Faculty Hour C.2** is a classroom teaching hour of 1.25 of Faculty Hour A with a class size of 27 students for the following courses: English 1A, 3, 4, 7, 52A, 52B, 70, 101A, 101B, 102.
 - (3) **Faculty Hour C.3** is a classroom teaching hour of 1.25 of Faculty Hour A for the following courses: English 100A, 100B and 104.
- d. **Counseling Faculty Hour D** is calculated at .56 of Faculty Hour A, i.e., twenty-seven (27) scheduled hours per week. **Faculty Hour D** is a scheduled hour of assignment in counseling or advising for general students and/or special programs. If a counselor's assignment includes the coordination of a related program, the hours spent on this coordination will be calculated as D Hours. The counselor will be required to maintain his or her three (3) liaison hours and five (5) professional activity hours.
- e. **Library Faculty Hour E** is calculated at .40 of Faculty Hour A. The librarian will be required to fulfill his or her other professional activities (10D.3.d).
- f. **Special Assignment Faculty Hour F** is calculated at .40 of Faculty Hour A, and is an hour of special assignment that is different from the duties of 10.D.1a through 10.D.1e. Such duties may involve coordination of programs, projects, research, faculty and staff development. Any fraction of the primary teaching assignment assigned to the F Hour will be subtracted proportionately from the total assignment. The F Hour does not apply to Counseling or Library Faculty.
- g. **Definition of Hours**
Teaching hours consist of 50 minutes; counseling, librarian and specific assignment hours are 60 minutes. Faculty shall conduct class during scheduled class hours as specified in the class schedule.
- h. All Distance Education courses being taught for the first time by a particular instructor or being taught in a Distance Education format for the first time or being taught for the first time in either of the colleges must be submitted for approval to the Curriculum Committee and any additional committee as required by the college.

10D.2 Specific Assignment-Hour Definitions

- a. **Work Experience Credit.** One unit of Faculty Hour A credit is given for every ten (10) students in supervised, on-the-job training (courses currently number 95). Work experience seminar hours (courses currently number 96) are credited as Faculty Hour A.
- b. **Speech and Drama Public Performance Courses.** These courses are credited as Faculty Hour A for the maximum number of units available to students.
- c. **Team Teaching.** If more than one instructor is assigned to a class, the instructors will apportion the load credit unless sections are combined to produce a proportionate increase in class size. In multiple team teaching where more than one instructor is assigned to teach and be present in the class, load credit shall be given according to the time each is assigned and present in the class.
- d. **Colloquium.** Faculty Hour A credit is given for colloquia. Individual faculty members may request up to one colloquium per semester for faculty load credit. Colloquium credit is granted at the rate of one (1) unit of Faculty Hour A credit for every ten (10) students.
- e. **Instructor of Record.** An instructor of record for courses requiring the organization of such matters as speakers, special arrangements, and positive attendance may receive up to a total of four hours of pay in the semester in addition to any compensation for teaching performed in the course, as determined by the Vice-President, in consultation with the CEMC.

10D.3 Other Assignment Hours

- a. **Office Hours.** The pattern for full-time teaching faculty shall be five (5) scheduled office hours per week, each of which shall be full academic hours (50 minutes) and shall be held between 7:00 a.m. and 4:30 p.m. unless approved by the supervisor with not more than two office hours in any one day or night for full-time classroom assigned faculty. When an instructor is assigned to classes after 4:30 p.m. as part of his/her regular load, a proportionate amount of that instructor's office hours may be scheduled after 4:30 p.m. A minor portion of the total number of office hours may be of twenty-five (25 minutes) duration. Hours less than fifty (50) minutes and any exceptions to this section must have prior approval of the immediate supervisor.

If the primary mode of instruction of a course is through the Internet or Web, the instructor may conduct the required office hour for such course via the Internet or Web. Up to a maximum of three (3) such office hours per week for those instructors providing sixty percent (60%) or more of load through the Internet or Web are permitted. On-line office hours shall be posted on-line and outside the instructor's office.

Any unit member who has a split assignment shall conduct office hours at the campus of his/her major assignment for that day. Notice of office hours and their location shall be posted outside each office.

- b. **Two Required College Hours or Other Forums.** The colleges may institute college hours or some other forums to enable all faculty, administrators, and students to be able to meet with the Chancellor, Vice Chancellors, Presidents, Faculty Senate, Faculty Association, and/or divisions on a regular basis.
- c. **Professional Activities.** All Contract, Regular and Temporary unit members will: (1) attend and participate in faculty meetings, division/area meetings, subdivision and/or task force meetings; (2) hold memberships in the Faculty Senates, College/District standing committees, College/District ad hoc committees and/or student clubs or activity advising from time to time; (3) participate in orientation, commencement, and staff development activities; (4) participate in special responsibilities that may be appropriate to a particular faculty assignment such as attendance at advisory committee meetings, contacts with other educational institutions, organizations, businesses, or industry; (5) participate in program and subject area improvement tasks such as revising and developing curricula, program review, articulation, and mentoring students, non-tenured and adjunct faculty members; (6) meet deadlines in submittal of grades and census reports; and (7) faculty may also participate in outreach activities to other educational segments and the community.
- d. Professional activities listed in 10.D.3.c shall be considered to represent an additional five (5) hours per week, except for 10D.3.b.
- e. Any full-time unit member may choose to receive prior required training and then participate in four part-time (adjunct) faculty unpaid evaluations in one semester, in lieu of serving on a standing committee for the semester. Evaluation training sessions shall be conducted on an annual basis as described in Article 18. Evaluators must be appointed by the appropriate division dean. Refer to Article 21C.1.d for payment of services.

10D.4 Counselor Workload

- a. **Hours Per Week.** The counseling assignment (direct counseling) shall not be more than twenty-seven (27) scheduled counseling hours per week; One (1) of the twenty-seven (27) assignable counseling hours shall be scheduled by the faculty member for the purpose of preparation, follow-up, electronic mail involving student contact. Three (3) additional hours of professional counseling related activities which may include liaison with high schools, instructional divisions/areas and other college groups; plus additional professional activities as described in 10D.3.d-e.

b. **Scheduled Counseling Hours**

- (1) Counselors shall have scheduled hours of assignment that include Appointment Counseling Hours, Drop-In Counseling Hours, and Orientations. Appointment Counseling Hours or Drop-in Counseling Hours may be scheduled during college hour.
 - (a) Appointment Counseling Hours are scheduled on the basis of an average of two (2) per hour except for such tasks as Student Education Plans, Veteran Plans, EOPS Plans, Personal Counseling and other tasks as mutually agreed upon by the immediate supervisor and the counselor.
 - (b) Drop-In Counseling Hours are scheduled on an as needed basis for needs other than Specific Appointment Counseling Hours.
 - (c) Orientation Hours are repetitive presentations to new and returning students.
 - (d) If students scheduled for Appointment Counseling leave early or miss appointments, counselors may be assigned to work with drop-in students.
- (2) Group counseling/advising shall earn B hours, with approximately 15 students and homogeneous groupings of students. For example, a counselor might serve a total of 17.5 hours over a term to earn 1 B hour.
- (3) **Deadline for Production of the Master Schedule:** The Dean of Counseling/Supervisor, with advice from the counselors, will produce a master schedule for the summer and fall terms, including the individuals' names by the end of the first week of April. If that deadline is not met by management, the right of assignment is lost for that summer. By the end of the first week of November, the Dean of Counseling/Supervisor with advice from the counselors, will produce a master schedule for the period commencing the end of the Fall semester through the academic year.
- (4) **Master Schedule Assignment:** The master schedule shall be opened for assignment selections by counselors through a process established by the Dean of Counseling/Supervisor, with advice from the Counselors.

c. **Professional Activities** See 10D.3 d-e.

d. **Teaching hours** performed by counselors will be credited with

whatever faculty hour ratio is appropriate to the assignment. Coordinating special programs and special assignments will be determined by the appropriate administrator in consultation with each counselor. Counseling office hours shall be reduced accordingly.

10D.5 Librarians

Librarians may schedule college hours (Section 10D.3.b above) and up to five (5) other hours of their assignment for other activities (Section 10D.3d-e above) in consultation with their immediate supervisor. Librarians may use College Hours for Faculty Hour E credit.

10D.6 Faculty Advising

- a. Faculty advising may be undertaken by an instructor only with the approval of the Dean of Counseling. In cases of load credit, the approval of the immediate supervisor must be obtained prior to requesting approval from the Dean of Counseling.
- b. Faculty Advisors shall advise students who are majoring in their respective teaching area(s).
- c. Faculty Advisors must be trained for this role.
- d. Faculty advising must be cost neutral.
- e. Faculty advising could be used to fulfill a load deficit or replacement time could be earned to offset office hours.
- f. Faculty advising will be done on a voluntary basis, not as a requirement.
- g. Faculty Advisors will be subject to the same screening process as part-time counselors.
- h. Faculty advising done for load will earn load at the same rate as counseling Hour D.

10D.7 Assignments Outside the Fall and Spring Semesters

The District may assign Contract, Regular and Temporary unit members on days not a part of the Fall and Spring Semesters if mutually agreed to by the faculty member including Counselors, Librarians, and other non-instructional faculty. In the case of Counselors, the District will have certain rights of assignment outside the Fall and Spring Semesters as enumerated in Sections 10D.4b (3) and 10D.4b (4) above. In no case will the total number of assigned days exceed 175 including required College days, Convocation day, and orientation. In the event any faculty member is required to work more than 175 days, he/she shall be paid overload pay according to the Schedule of Part-Time (Adjunct) Service Rates.

10D.8 Exclusions

Contract, Regular and Temporary unit members assigned to apprenticeship classes are not included in this Article.

10D.9 Workload Residuals for Continuing Faculty

When an instructor's completed assignment results in a residual overage or underage, that residual shall be carried over and brought up or down to the norm in a later semester.

10D.10 Overloads are voluntary assignments of a Regular, Contract, or Temporary unit member to additional instructional, counseling, librarianship, or other unit member duties beyond those required of a full-time instructor. During a contractually authorized semester for instructional unit members, overload refers to units exceeding 15 calculated A Hours (CAH) and/or their equivalent assignment.

a. The additional duties that comprise an overload may be additional days beyond the 175 day maximum for Fall and Spring semester assignments,

OR

The additional duties that comprise an overload may be additional courses or services beyond the full-time contractual workload limits applicable for Fall and Spring semester.

b. Regular, Contract, and Temporary unit members shall have priority over part-time (adjunct) unit members for performing inter-session, summer or overload assignments up to the contractually authorized limit of overload defined in 10D.11 below. Rotational seniority shall determine the Regular, Contract, and Temporary unit member who receives a particular inter-session, summer, or overload assignment when two or more qualified unit members request the same assignment. See Section 10C for a definition of rotational seniority. Regular, Contract, and Temporary unit members will be compensated according to the Schedule of Part-Time (Adjunct) Service Rates for all overload work.

10D.11 Full-time unit members may choose to workload bank hours in a semester in which they are teaching a full load. In the same semester in which a full-time unit member chooses to workload bank, the full-time unit member may do an overload for hourly pay. However, the total from both the workload banking and the overload for hourly pay shall not exceed sixty percent (60%) of a full time load. Overload may exceed sixty percent (60%) by mutual agreement of management and faculty if programmatic needs require. Summer session is excluded from this sixty percent (60%) overload limitation.

10E. Class Size

10E.1 Minimum Class Size

The class size for credit classes shall normally be no less than twenty (20) enrollees, with it being understood that the District is authorized to maintain a limited number of classes of fewer than twenty (20) enrollees pursuant to the provisions of this Article.

Exceptions to the minimum of twenty (20) enrolled may be made by each College. Factors to be considered in deciding which class may be allowed with fewer than twenty (20) enrollments are the following:

- a. Classes required for graduation, for a major, or for a career;
- b. Classes offered in limited capacity classroom or laboratory facilities;
- c. Classes subject to statutory or state regulations mandating class size;
- d. Initial pilot or experimental offerings for their first and second presentations;
- e. Contracts with outside agencies under which the District agrees to provide instruction;
- f. Classes in which the enrollment was targeted below the contractual minimum class size as part of a discipline plan which fulfills the recommended WSCH/FIEF target established by the CEMC;
- g. The District and the Faculty Association will negotiate over any increase in minimum class size.

10E.2 Large Enrollment Lecture Classes

In accordance with the division discipline plan (see Article 29), a unit member may elect to schedule a large enrollment lecture section. The unit member may receive support from the CEMC in the following areas: enrollment analysis, student success analysis (i.e., retention, grades, and persistence), classroom strategies, and training for effectively using support staff. In the event that more unit members wish to teach large sections than there are suitable rooms available, a rotational schedule shall be used. All large lecture classes must be pre-approved and scheduled with mutual agreement with the unit member, the appropriate Dean, and the Vice President of Academic Services.

The unit member may be provided additional student assistant time, additional supplies, or other class support. This additional support will be agreed upon with the Division Dean at the time the class is scheduled and will be proportional to the class size at census.

Each approved class that is taught during the duration of this contract shall be evaluated by the faculty member offering the course and the evaluation results made available to the CEMC upon request. This evaluation shall be submitted to the appropriate manager at the time course grades are filed, and shall include a summary of student evaluations. If a unit member teaches such a class on a part-time (adjunct) basis or for overload pay, service reports shall be made using monthly timesheets. Pay or load shall be adjusted no later than thirty days after the census report is recorded.

Compensation shall be according to the following chart:
(Class size at census is used to determine load or pay factors.)

Load Factors for Large Lecture Classes

Class Size at Census	Pay/Load Factor
50	1.10
55	1.20
60	1.30
65	1.40
70	1.50
75	1.60
80	1.70
85	1.80
90	1.90
95	2.00
100	2.10
105	2.20
110	2.30
115	2.40
120	2.50
125	2.60
130	2.70
135	2.80
140	2.90
145	3.00

10E.3 Maximum Class Size

The Faculty Association shall negotiate with the District on the subject of maximum class size.

- a. No class enrollment may exceed the room occupant limits established for each individual classroom. Enrollments that exceed occupant limitations shall be immediately reported to the unit member's supervisor.
- b. It is agreed that the establishment of maximum class sizes will result, in certain instances, in identical or substantially identical classes having different maximum class sizes at the two (2) colleges.
- c. The District and the Faculty Association will negotiate over any increase in maximum class size.
- d. The District and the Faculty Association will with the CEMC's make every attempt to create a comprehensive load book by the fourth week of Spring semester 2005.

ARTICLE 11. LEAVES OF ABSENCE

11A. Sick Leave for Personal Illness and Accident

11A.1 Uses of Sick Leave

Sick leave for illness and accident leave is intended for the unit member's personal use and includes, but is not limited to, visits to a medical doctor, dentist, optometrist, oculist, podiatrist, chiropractor, psychiatrist or licensed clinical psychologist, licensed marriage, family and child counselor (MFCC) and Christian Science practitioner.

- a. Unit members who are working are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above.

11A.2 Earning and Accumulating Sick Leave for Contract, Regular and Temporary Faculty

- a. **Full-Time Employment.** Sick Leave is earned at the rate of one (1) day per month of full-time employment. Unit members who are employed full time (100% of load) shall be entitled to ten (10) days' of paid sick leave each July 1 for the purposes of personal illness or injury.
 - (1) **Accumulation of Sick Days.** If a unit member does not utilize the full amount of sick leave authorized in any school year, the amount not utilized shall be accumulated from year to year. Sick leave is credited at the beginning of the term and may be utilized immediately. If the unit member terminates employment before the end of the term, the unit member must pay back any sick leave hours claimed that were not yet earned.
 - (2) **Leave of Absence.** A unit member who is on leave without pay shall not earn sick leave.
 - (3) **Partial Day.** A unit member who is absent for less than one (1) full day shall have deducted from the accumulated leave the pro-rata portion of a day based on the ratio of scheduled hours absent to the total number of required assigned hours for that day.
- b. **Less Than Full-Time Employment.** Unit members who work less than full time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the

number of hours for a full-time unit member in a comparable position.

- c. **Summer Session.** Unit members who are employed for service during summer sessions shall be entitled to a maximum of one (1) additional day of sick leave for an employment period of less than six (6) weeks and a maximum of two (2) days for an employment period of six (6) weeks or more. If a unit member does not utilize the full amount of sick leave authorized for the summer session, the amount not utilized shall be accumulated from year to year up to one (1) day. A maximum of one (1) day is added to the unit member's summer accumulated total.
- d. A Contract or Regular unit member who renders service on a part-time (adjunct) basis during a Fall or Spring semester will earn sick leave in exactly the same manner as stated in 11A.3 and 18E, i.e. a three hour class will earn three hours of sick leave for the term. Unit members with Contract or Regular status may utilize sick leave, accumulated for the academic year and summer session, during their service on a part-time (adjunct) basis.

If a Contract or Regular unit member who is providing such overload service for pay is absent from both his/her regular assignment and overload assignment, then both the regular and the part-time leave will be deducted. When the faculty member exhausts his or her part-time (adjunct) sick leave, regular sick leave is reduced by considering six hours as a daily base for a faculty assignment. Regular sick leave will be deducted for absence from the overload assignment by dividing the number of hours of the part-time assignment by six.

Examples:

A three hour overload assignment:	3/6 day of regular sick leave
A one hour overload assignment:	1/6 day of regular sick leave

When a unit member has exhausted his or her part-time (adjunct) sick leave, it is possible to use more than one day of regular sick leave per day of absence, for example, absence of one day of regular assignment and absence from a three hour overload assignment will reduce regular sick leave by 1.5 days.

- e. **Notification.** Each unit member shall be notified of the accumulated sick leave earned during the regular academic year and/or the summer session with each monthly pay warrant.

11A.3 Earning and Accumulating Sick Leave For Part-Time (Adjunct) Faculty

Sick leave for part-time (adjunct) faculty is calculated on a scheduled hourly basis. For each hour of primary service for a week during a term, one hour of sick leave is earned. This sick leave is accumulated from year to year. Sick leave is credited at the beginning of the term and may be utilized immediately. If the unit member terminates employment before the end of the term, the unit member must pay back the hours earned.

Formula: # hours/week/term = # sick hours/term

For example: A three-hour class equals three hours of sick leave for the term. A counselor who works 10 hours per week for that term would earn 10 hours of sick leave for the term.

11A.4 Salary Deduction During Leave of Absence for Extended Illness or Accident

When a unit member with Contract or Regular status has used up all accumulated sick leave and is absent from duties on account of extended illness or accident for a period of five (5) school months (e.g. one hundred (100) working days) or less, the monthly salary shall be adjusted for each month that the absence occurs. The adjusted amount shall be deducted from the salary due the unit member and shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the absence. If no substitute is employed for an instructor, counselor, or librarian, the cost of a substitute shall still be deducted.

- a. There will be no salary deduction for the first ten (10) days (July 1 entitlement) of absence due to illness or accident in an academic year. If the unit member terminates employment before the end of the academic year, any entitled sick leave used but not earned shall be paid back to the District.
- b. There will be no salary deduction for any period of time covered by accumulated sick leave.
- c. When a unit member is absent from duties on account of illness or accident for a period of more than five (5) school months (e.g., one hundred (100) working days) and has used up all paid sick leave, the unit member shall be placed on leave without pay for up to one (1) year, and then be placed on an eighteen (18) month re-employment list, at the unit member's option.
- d. Medical examination(s) may be required to be performed by a

physician(s) paid by the District to determine physical and mental condition for continued service.

11A.5 Medical Verification

Whenever a unit member claims sick leave for three (3) or more consecutive working days, or five (5) or more cumulative days in any thirty (30) calendar day period, the District may require the employee to present a written, signed statement from the unit member's health care provider¹ or religious advisor where such is deemed in conformance with religious tenets, verifying the illness, injury or quarantine and the date the unit member can return to work.

Unit members returning to work following illness may be required to provide medical evidence of recovery sufficient to assume regular duties. A medical examination may be required at any time to be performed by a physician(s) approved by the District, at the District expense.

11A.6 Sick Leave Donation for Terminally Ill Employees

Each unit member may donate days of sick leave to individual employees of the District, who due to a terminal illness, have exhausted all accumulated sick leave. Donors may not donate more than two days of sick leave in any fiscal year, and must have a minimum of 40 days of accumulated leave on account with the District. No donee may receive more than 100 days of donated leave in total. A "terminal illness" must be certified as such by the procedure established in Article 11A.5 -Medical Verification.

11A.6a. Process for Requesting Donations

See Article 11A.7a

11A.6b. Process for Making Donations

See Article 11A.7b

11A.7 Sick Leave Donation to Employees Suffering a Serious Health Condition

Each unit member may donate days of sick leave to individual employees of the District who, due to a serious health condition, have exhausted all accumulated sick leave. Donors may not donate more than two days of sick leave in any academic year, and must have a minimum of 40 days of

¹ For purposes of this section, the term "health care provider" shall be consistent with the definition of the same in the Family and Medical Leave Act of 1993, 29 USC 2601 (Public Law 103-3), which states, in pertinent part, that a health care provider is "... a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices or any other person deemed ... to be capable of providing health care services."

accumulated leave on account with the District. No donee may receive more than 30 days of donated leave per academic year.

A "serious health condition" is defined as an illness, injury, impairment, or other physical or mental condition of a nature necessitating a continuous absence from work of more than ten days that involves inpatient or outpatient care in a hospital or residential health care facility, and continuing treatment or continuing supervision by a health care provider as defined in Article 11A.5 - Medical Verification. The District has the right to require additional certification by a physician chosen by, and paid for, by the District as per Article 11A.5.

11A.7a. Process for Requesting Donations

- (1) The applicant for donated sick leave shall fill out an Application For Donated Sick Leave, stating the nature of the serious health condition, the number of days estimated that the illness will last, or how many days the illness did last, and the number of days the applicant currently has on account with the District. This application shall be provided to applicants by the Director of Human Resources.
- (2) The application must be signed by the applicant and the applicant's physician(s), and sent to the Director of Human Resources who may demand additional medical verification as per the procedure cited in Article 11A.5.
- (3) As soon as the Director of Human Resources has reviewed the application, the applicant shall be so informed and solicitation of donations may then be made by the individual or his/her representatives on his/her behalf. The Human Resources Director must be notified that solicitation of donations has commenced. (The solicitation period shall be limited to a period not to exceed one month.)
- (4) The donated sick leave may be used only when the employee has exhausted accumulated sick leave and is not eligible for long-term disability coverage or not yet begun to receive long-term disability coverage. The recipient is responsible for payment of any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient.

11A.7b. **Process for Making Donations**

- (1) Donations of sick leave shall be authorized by a signed pledge form. Pledge forms shall be filed with the Human Resources Director. This pledge form shall provide legal waiver and spousal consent, where necessary.
- (2) Donated leave must be in one-day (or eight-hour) increments for full time unit members. Donated leave must be in hour increments for adjunct unit members.
- (3) In the event that several employees sign pledge forms to donate, the sick leave shall be allocated to the donee in the order the signed pledge forms are received by the Human Resources Director.
- (4) Sick leave shall not be transferred from a donor's account, until it is used by the recipient for the serious illness or medical condition detailed on the Application for Donated Sick Leave. Once transferred the transfer is irrevocable. In the event that the recipient does not use all pledged sick leave, any unused pledge forms shall be returned and no sick leave deductions made from pledgers' sick leave accounts.
- (5) The Human Resources Office shall keep the identities of any of those pledging sick leave confidential.

11B. **Personal Necessity Leave Deducted From Sick Leave**

11B.1 **Statement of Purpose**

Any days of absence for illness or injury, earned or allowed, by a unit member may be used, at his or her election, in cases of personal necessity for the following purposes:

- a. **Death of a member** of his or her immediate family when additional leave is required beyond the number of days provided under the bereavement leave section of these rules and regulations;
 - b. **Accident** involving his or her person or property, or the person or property of a member of his or her immediate family;
 - c. **Illness** of a member of his or her immediate family;
- (1) Upon a written request, any employee may be granted sick leave deductions because of illness in his/her immediate family. For purposes of this leave provision, immediate family means: mother,

father, grandfather, grandmother, or a grandchild of the employee or of the spouse of the employee, the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relatives living in the immediate household, or any equally significant other persons. No more than seven (7) days may be so deducted from sick leave in one (1) fiscal year.

- (2) Effective January 1, 2000, up to one-half of an employee's annual sick leave allotment, once it has actually accrued, may be used when an employee needs time off to care for a child, parent or spouse.
- (3) Under this section, sick leave is defined as accrued increments of compensated leave meant for an employee's illness or injury, doctor's appointments or other medical needs.
- (4) Under this section, personal necessity leave deducted from sick leave does not carry over from year to year.
- (5) Under this section, proof of illness of a spouse, child, or parent may be required.

- (a) A "child" means a biological, adopted or foster child, a step-child, a legal ward, or a child an employee has accepted the duties and responsibilities of raising.
- (b) A "parent" means a biological, foster or adopted parent, a step-parent or a legal guardian.
- (c) The term "spouse" applies only to an individual to whom the employee is legally married.

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

e. **Matters of compelling personal importance** which cannot be accomplished at times other than assigned working hours.

11B.2 Definition of Immediate Family

Members of the immediate family shall mean the mother, father, grandmother, grandfather or grandchild of the unit member or of the unit member's spouse; the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the unit member; or any relative living in the immediate household of the unit member, or an equally significant other person.

11B.3 Maximum Number of Days

The maximum number of days of accumulated leave of absence for illness or injury which may be used for the purposes set forth above shall not exceed seven (7) days in any one (1) school year. Leave taken during the summer session or an extra pay assignment is limited to the amount of sick leave earned in that summer session or academic year in which the extra pay was earned.

11B.4 Verification

Each unit member requesting leave of absence under these provisions shall file with the College President, upon forms provided, such proof or statement of facts as may be determined necessary to carry out the intent of this Article.

11C. Bereavement Leave: District Provided

11C.1 Definition of Immediate Family

For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the unit member or any relative living in the immediate household of the unit member, or domestic partner.

11C.2 Duration of Leave

A unit member shall be entitled during the academic year and summer session to a maximum of three (3) days' leave of absence, or five (5) days' leave of absence if out-of-state travel or a distance exceeding 350 miles is required, without loss of salary or extra hours pay on account of the death of any member of his or her immediate family.

11D. Industrial Accident and Illness Leave

11D.1 Purpose

Unit members will be entitled to industrial accident leave according to the provision in *California Education Code Section 87787* for personal injury which has qualified for worker's compensation under the provisions of the District's worker compensation insurance fund.

11D.2 Duration and Accumulation

Such leave shall not exceed sixty (60) days during which the colleges of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.

Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award. Such leave is not cumulative from year to year and if an absence overlaps into a new academic year, the unit member will have available only that amount which was not used the prior year for the same illness or injury.

11D.3 Medical Examination

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

11D.4 Reimbursement

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

11D.5 Sick Leave

If the unit member is unable to return to duty after exhausting paid industrial accident and illness leave, the unit member will receive any accumulated paid sick leave and other extended sick leave benefits. Such leave shall not affect the normal accumulated sick leave. Such leave allowances will be reduced only in the amount necessary to provide a full day's wages or salary, when added to compensation from District's worker compensation fund.

11D.6 Residency Requirement

A unit member receiving benefits under these provisions shall, during periods of injury or illness, remain within the State of California unless otherwise authorized by the governing board.

11D.7 Separation From District Employment

When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the position, the person shall be separated from employment with the District.

11E. Leave for Pregnancy

11E.1 Unit members are entitled to use sick leave as set forth in Section A of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, and shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

11E.2 The District may require a medical doctor's verification and clearance to return to work as provided in Section A.

11F. Parental Leave

A unit member may be granted leave without pay, or may work at a reduced work load, for the purpose of childbirth preparation or postpartum infant care including adoption. Such leave may not exceed two semesters in duration and may not start or end during a semester. Such leave shall be with employee benefits, if the unit member is otherwise eligible for these benefits.

- a. The unit member understands that reduced service, or leave without pay, will impact service credit with STRS.
- b. The unit member understands that tenure may be delayed by taking either unpaid, or reduced service leave.

11G. Judicial Leave

A unit member who is employed with Contract, Regular or Temporary status for half-time or more during the academic year and summer session and who has been regularly called for jury duty in the manner provided for by law, or who is ordered to appear as a witness in court other than as a litigant, shall be granted a paid leave of absence up to the amount of the difference between the unit member's regular earnings excluding extra hours pay and any amount the individual receives for jury or witness fees. Upon notification of jury duty, it is the obligation of the unit member to immediately inform his or her immediate supervisor. No deduction shall be made from salary. Any daily jury or witness fee, exclusive of travel expenses, shall be deposited to the credit of the District. When the court appearance consumes only a portion of the day, the unit member shall make reasonable attempts to report back to work for classes that have not already been canceled and for which substitutes have not already been obtained.

11H. Military Leave

11H.1 Purpose and Duration

A military leave of absence shall be granted to an active unit member who receives orders to active duty during the academic year, for a period not to exceed one hundred eighty (180) calendar days including travel time, for purposes of active military training, encampment, naval cruises, special exercises or like activity, excluding military drills, as a member of the reserve corps or force of the armed forces of the United States or the National Guard, or the Naval Militia.

11H.2 Compensation

An active unit member with Contract, Regular or Temporary status, who has been employed continuously for not less than one (1) year, and for half-time or more, shall be entitled to receive his or her District salary excluding extra hours pay for the first thirty (30) calendar days of such military leave.

11H.3 Orders

A copy of the official orders shall be submitted to the Chancellor at the time of such request and in advance of the approval by the Board of Trustees.

11I. Personal Leaves With Pay

Unit members with Contract, Regular or Temporary status shall be entitled to personal leave of absence for a period of one (1) day per year. Such leave shall be taken without loss of pay. Personal leave may not be used for purposes of vacation. Personal leave may not be used for any purpose covered by any other type of leave and must not take precedence over other provisions of this Agreement. Notification that such leave is being taken shall be presented to the President in writing at least two (2) days prior to the anticipated absence. The condition of prior notification does not preclude the use of such leave in emergency situations. Only one (1) day of unused personal leave may be carried over from one (1) year to the next. Personal leaves of absence shall not be granted during the summer sessions or for part-time (adjunct) or overload hours of service.

11J. Leaves Without Pay

11J.1 Family and Medical Leave Without Pay

a. **Intent.** Family and medical leave is an unpaid leave and shall be available for the following purposes:

- (1) Birth of the unit member's child;
 - (2) Placement of a child with the unit member for adoption or foster care;
 - (3) Care for the unit member's child, spouse, parent, or equally significant other person with a serious health condition;
 - (4) The unit member's own serious health condition that keeps the unit member from performing his/her job function.
- b. **Eligibility.** A unit member is eligible for leave under this provision if the unit member has been employed by the District for at least twelve (12) months from the first day of service and has provided service for at least one thousand two hundred fifty (1250) hours over the previous twelve (12) months.
- c. **Term of Leave.** The eligible unit member shall be entitled to up to twelve (12) work-weeks of unpaid leave within a twelve (12) month period for family and medical reasons under the federal Family And Medical Leave Act of 1993 and the California Family Rights Act ("Family Medical Leave"). The following provisions shall be interpreted in accord with those statutes and their regulations. Family and medical leave will run concurrently with other paid and unpaid leave if the reasons for the leave meet the requirements of family and medical leave.
- d. **Notice.** A unit member must provide thirty (30) days advance written notice of the need for the leave to the President and Chancellor or designees. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of leave.
- e. **Certification of Eligibility.** A unit member will be required to provide medical certification whenever a serious health condition of the employee or his/her family member is the reason for the leave. A second or third medical opinion may be required regarding the employee's serious health condition at the District's expense. In certain circumstances, the unit member may be required to provide re-certification of his or her serious health condition (e.g., when the duration and/or need for the leave is uncertain). Failure to obtain medical certification when necessary may delay the granting of the leave request until such certification is provided.
- f. **Benefits.** A unit member taking family and medical leave may continue to participate in the District provided health plan and insurance benefits under the same terms and conditions as if employed.

- g. **Periodic Reports.** A unit member may be required to provide periodic reports of his or her status and of his or her intent to return to work while on leave. Such reports may be required as often as every thirty (30) days, unless otherwise specified by the unit member's immediate supervisor.
- h. **Fitness for Duty.** A unit member on family and medical leave for his or her own serious health condition is required to provide a fitness-for-duty certificate from his or her physician before he or she will be reinstated to employment.

References

Federal Family & Medical Leave Act of 1993
(29 USC Section 2601) and
California Family Rights Act
Government Code Section 12945.2

11J.2 Other Leaves Without Pay

Unit members with Regular status may be granted leaves of absence without pay by the Board of Trustees for a period of up to one (1) school year. Such leave shall be granted only upon prior written request and approval of the President, Chancellor, and Board of Trustees at the convenience of the College.

- a. Such leave may be renewed to a maximum of one (1) additional school year upon written request to the President no later than ninety (90) days prior to the termination of the leave and with recommendation of the Chancellor and approval of the Board of Trustees. Such leave shall be taken without pay or other benefits.
- b. If a unit member is permitted to extend the unpaid leave of absence into a second year, then the unit member must notify the appropriate college president of his or her intentions as to availability for employment during the following academic year not later than six months prior to the start of the semester when they would normally return. Failure to comply with this provision may allow the District to assume that the unit member is not going to return to the District at the end of the second year of the unpaid leave of absence.
- c. Partial leaves without pay may also be granted where unit members desire to reduce their full-time (100% contract) assignment to a lesser amount in a particular year. Such leave shall be for whatever amount is recommended by the Chancellor and approved by the Board of Trustees. (Also see Article 19 on Pre-Retirement Reduction of Annual

Workload.)

- d. Leaves without pay, granted to unit members for experiences which may be presumed to be of educational benefit to the students and the District, as determined by the Sabbatical Leave Committee, shall result in service credit up to a one-year maximum on the salary schedule for the period of the leave. Application for step advancement credit must be made in advance.

11J.3 Effect on Retirement of Leaves of Absence

Faculty considering leaves of absences should review the contract provisions concerning group medical insurance for retirees in Article 20B and Article 20C.

ARTICLE 12. SABBATICAL AND LOAD-BANKED LEAVES, FACULTY EXCHANGES

12A. Sabbatical Leaves

12A.1 Purpose

Sabbatical leaves (*California Education Code 87767*) may be granted for purposes of study or travel of a kind and in an amount which will so improve and update capabilities that during future employment the unit member will be of increased value to the District and to the students of the District. Sabbatical Leaves shall be taken for one (1) semester, one (1) full academic year, or as a split leave for two (2) semesters within a two (2) year period.

12A.2 Funding

An amount equal to one percent (1%) of the total District budget for Contract and Regular faculty salaries excluding managerial salaries for the current fiscal year shall be allocated to the cost of sabbatical leaves to be taken during the next succeeding fiscal year. The calculations of the one (1) percent is done for each college and then the appropriate dollar amount is transferred from the colleges' Unrestricted General Fund budget to the Sabbatical Leave Fund. Costs for any replacement faculty are paid from the Sabbatical Leave Fund. Compensation to the unit member on sabbatical leave shall be paid from the college budget. Any such funds allocated in one (1) year but not spent shall be added to the allocation for the following fiscal year. This fund shall be cumulative from year to year. Individual unit members shall have no vested interest in any funds allocated for sabbatical leaves.

One (1) FTE per year may be allowed for retraining purposes. The cost will be paid at 100% of the appropriate salary. Costs for any replacement faculty are paid from the Sabbatical Leave Fund.

In computing the sabbatical leave cost, the following guidelines will be followed:

- a. The charge to be made against the Sabbatical Leave Fund shall be calculated as follows:

$$\text{Charge} = \text{Sabbatical Leave Salary} + \text{Substitute Costs} \\ - \text{Unit Member Annual Salary}$$

- b. When a full-time replacement for the person on sabbatical leave is not employed, the Sabbatical Leave Fund will be charged only the actual expenses incurred for part-time (adjunct) or partial contract Temporary

unit members who are employed as a result of the sabbatical leave having been granted;

- c. If a member of the faculty has been retained, only for the purpose of replacing a unit member on sabbatical leave, the Sabbatical Leave Fund shall be charged the actual salary of the replacement;
- d. The Chief Instructional Officers will advise the Vice Chancellor of Business Services and the Faculty Association annually as to the extent and nature of the replacements as provided in the above paragraph in order that the Vice Chancellor of Business Services may compute the cost of sabbatical leaves, and twice a year the Vice Chancellor of Business Services will give financial statements including an annual summary of the Sabbatical Leave Funds to the Faculty Association and the Sabbatical Leave Committee;
- e. To the extent possible, a modest deficit may be permitted in the Sabbatical Leave Fund to be paid from funds made available in the ensuing year in those instances in which this would permit one (1) additional person to take a sabbatical leave;
- f. The procedure for hiring temporary replacements for unit members on sabbatical leave shall follow the same practices used for hiring both Temporary and part-time (adjunct) personnel as apply to other leaves of absence.

12A.3 Eligibility and Priority Ranking

Any unit member with Regular status and employed half time or more will be eligible for such leave upon completion of six (6) full years of bargaining unit service (*California Education Code 87768*).

Eligibility each year for sabbatical leave shall be based upon a Priority Ranking determined by the following:

- a. The number of quarters/semesters of service in the bargaining unit from the date of initial employment or from the date of completion of the last sabbatical leave, whichever is later;
- b. When two or more applicants have the same number of quarters/semesters of service in the bargaining unit, priority ranking shall be determined by seniority number;
- c. Quarters/Semesters on authorized leave of absence without pay and any service outside of the bargaining unit shall not count toward priority ranking nor shall there be any provision for obtaining credit for such service;

- d. Quarters/Semesters prior to interruption of bargaining unit service shall be reinstated upon return to bargaining unit service;
- e. Because of potential adverse impact on programs, if two unit members from the same subject discipline and the same college are approved for Sabbatical Leave for the same semester or academic year and in the judgment of the appropriate President, both taking the leave would have a disparate impact on the relevant program, and the individuals concerned cannot decide which shall be granted the Sabbatical Leave, then that unit member with greater seniority shall be chosen. The other unit member shall be guaranteed top priority ranking among the next year's sabbatical applicants, even though new applicants may have greater seniority in the following year;
- f. Because of potential adverse impact on programs, full year sabbatical leaves that start in the spring semester, or that are split between two spring semesters or two fall semesters, must be approved both by the Sabbatical Leave Committee and by the President of the appropriate college;
- g. A unit member on sabbatical leave can work for the district while on sabbatical leave on a part-time or other non-load basis.

12A.4 Sabbatical Leave Salary

Salary for sabbatical leave shall be paid in the same manner as if the unit member were currently teaching. The salary will be determined as follows:

- a. The salary schedule for the year of leave is used;
- b. Placement on the schedule will be the same as if the unit member were currently teaching;
- c. For faculty who have had any reduced contracts, an average percentage of full-time bargaining unit service is computed as follows:

The service term is determined from the date of initial employment or from the date of completion of the last sabbatical leave. The percentages of contract worked each year of the service term are used to compute an average percentage for the term of service. This average percentage is multiplied by the salary from 12A.4b.

- d. Compensation during the year in which the sabbatical leave is taken is adjusted beginning with the first paycheck of the fiscal year and continues at the same pay rate for the entire fiscal year. The annual

compensation will be prorated over the number of months of the unit member's normal pay period of ten (10) months or twelve (12) months;

- e. If the leave is for two (2) semesters, the compensation will be sixty-seven percent (67%) of the annual salary from paragraphs a through c. If for one (1) semester, the compensation for all faculty except librarians and special assignment will be ninety percent (90%) of the annual salary from paragraphs a through c. If for one (1) semester, the compensation for librarians and special assignment shall be ninety-five percent (95%) of the annual salary from paragraphs a through c;
- f. Time on sabbatical leave will count as regular service and will not interrupt the unit member's progress on the salary schedule;
- g. **Use of Workload Bank Load to Increase Salary on Sabbatical Leave**

- (1) A unit member may use fifteen (15) CAH equivalent units of load bank and be compensated at full salary while on a full academic year sabbatical leave that starts in the Fall semester and continues through the following Spring semester.
- (2) A unit member, other than librarian or special assignment faculty, may use three (3) CAH equivalent units of load bank and be compensated at full salary while on a one (1) semester sabbatical leave. A librarian or special assignment faculty may use one and a half (1.5) CAH equivalent units of load bank and be compensated at full salary while on a one (1) semester sabbatical leave.
- (3) The Sabbatical Leave Fund shall not be charged more than it normally would be were the unit member to take a regular sabbatical leave at two-thirds of pay for the year sabbatical.

12A.5 Retirement Contributions, Benefits and Sick Leave

- a. **Retirement.** Time on sabbatical leave will count toward retirement, and retirement contributions will be paid for such periods. The District will pay its share of payback to STRS or PERS to enable the unit member to obtain the same retirement credit as would have been received if the unit member were not on leave provided:
 - (1) the unit member satisfies the conditions of the sabbatical leave;
 - (2) the unit member elects to pay his or her share of the retirement contribution.
- b. **Benefits.** The District shall continue to pay all group medical, dental, vision, and life insurance benefits provided in Article 20 while the unit

member is on sabbatical leave.

- c. **Sick Leave.** The sick earned during the period of the leave will be proportional to the compensation rate during the period of the leave.
- d. **Effect on Pre-Retirement Reduction in Annual Workload.** See Article 19A.2.a for the implications of Sabbatical Leave vis-a-vis qualifying for Pre-retirement Reduction in Annual Workload.

12A.6 Committee Letter of Intent

To inform potential applicants of their sabbatical priority number, the Sabbatical Leave Committee may implement a required letter of intent to apply for a sabbatical leave. If implemented, the letter of intent must be submitted to the Office of the Chief Instructional Officer of the respective college, on or before 5:00 p.m., April 1 of the academic year preceding the academic year during which the application for sabbatical leave is submitted to the Committee. Should this date fall on a holiday, Saturday, or Sunday, the following instructional day shall be the due date.

12A.7 Application

All applications for sabbatical leave will be submitted on a form provided by the Sabbatical Leave Committee and will include a full statement of the purpose and plans for use of such leave. This statement becomes a major part of the unit member's contract with the District. Applications must be reviewed and signed by the applicant's immediate supervisor who, after consultation with faculty in the discipline when curriculum is potentially impacted, shall submit the application to the Office of the Chief Instructional Officer of the respective college, on or before 5:00 p.m., September 15, prior to the academic year during which the proposed leave is to begin. Should this date fall on a holiday, Saturday, or Sunday, the following instructional day shall be the due date. The Committee reserves the right to consult with other persons knowledgeable in the subject area of the objectives stated in the application. Those applications which qualify and are approved will be recommended in order as established in Section 12.A.3. The applications, together with the Committee's recommendations, will be forwarded through the college presidents to the Chancellor. The Chancellor shall present the sabbatical leave applications with the Committee's recommendations to the Board of Trustees on or before its first meeting in January or as soon thereafter as practicable. Applicants shall be notified no later than March 1.

12A.8 Denied Applications or Reports

A unit member whose application is denied or whose report is rejected by the Committee shall be provided with a copy of the policies and procedures regarding an appeal to the Committee's decision, contained in the Sabbatical Leave Handbook. These policies and procedures shall be developed by the Committee and approved by the Faculty Association and

the District. Should the denial of the application or rejection of a report be appealed, the college president, the Chancellor, and the Board of Trustees shall be notified, in writing, of the denial or rejection by the Committee, including the reasons for the Committee's action, and the decision of an appeals committee, consisting of three members, two selected by the President of the Faculty Association and one selected by the unit member.

12A.9 Sabbatical Leave Committee

The Committee shall consist of:

- a. The Chief Instructional Officer, Chabot College, and the Chief Instructional Officer, Las Positas College, one of whom shall serve as Secretary
- b. Six (6) Regular unit members appointed by the Faculty Association for a term of three (3) years each. The composition of these six (6) unit members shall be: four (4) from Chabot College and two (2) from Las Positas College. The Committee Chairperson shall be selected by the Committee from among the unit members of the committee.

12A.10 Unit Member Obligations

- a. **Acceptance & Contract.** Upon approval of a sabbatical leave by the Board of Trustees, a contract of agreement shall be completed stating those services to be performed by the unit member and giving all essential details such as effective beginning and terminating dates, requirements to serve at least twice the period of leave, salary and method of payment, method of reimbursement should the agreement be broken, and other pertinent matters. This contract shall be signed by the unit member taking the leave and by the Board of Trustees Secretary or designee. In the event the unit member fails to sign and return the contract for sabbatical leave of absence within ten (10) calendar days after receipt, he or she shall be deemed to have refused said leave and the offer of sabbatical leave of absence shall be automatically withdrawn. The Board of Trustees may, upon application, extend this period under special circumstances.
- b. **Report.** No later than sixty (60) calendar days after returning to active service in the District, the unit member who has taken a sabbatical leave shall file a written report with the Chairperson of the Sabbatical Leave Committee. This report shall describe and document the activities and accomplishments of the unit member during the sabbatical leave period in conformity with the application for sabbatical leave approved by the Board of Trustees. This report shall be in the prescribed form and shall include the documentation and such other information as the Sabbatical Leave Committee may require to determine if the agreed upon activity of the sabbatical has

been carried out. The Sabbatical Leave Committee shall review the report to determine that the intent and purpose of the sabbatical leave have been satisfied and shall forward the report to the Chancellor with its approval or disapproval.

After reviewing the report of the unit member and the action of the Sabbatical Leave Committee, the Chancellor shall forward the report and the recommendation of the Sabbatical Leave Committee to the Board of Trustees. Should the Board of Trustees find upon review of the Sabbatical Leave Committee's evaluation and the unit member's report that the report was not submitted within the required time period, or in the form and content prescribed, or that the purposes for which the leave had been granted had not been reasonably carried out, the Board of Trustees reserves the right, following consultation with the Sabbatical Leave Committee, to take such action as may be necessary to recover the monies paid to the unit member on leave. The Sabbatical Leave Fund shall be credited with any such amount so recovered.

Should the Board of Trustees find any of the deficiencies stated in the immediately preceding paragraph (i.e., report not submitted within the required time period, or in the form and content prescribed, or that the purposes for which the leave had been granted had not been reasonably carried out), the unit member shall immediately begin repayment of the salary he or she received while on sabbatical pursuant to schedules established by the District. Said repayment schedule shall provide for repayment within two (2) years of return from the sabbatical leave when the sabbatical leave was for one (1) year, and within two (2) semesters of return from the sabbatical leave when the sabbatical leave was for one (1) semester. In addition, the unit member shall no longer be eligible to receive sabbatical leave or workload banking until the total amount is repaid. The unit member's failure to repay such salary on the due date fixed by the District may also be grounds for termination of the unit member's employment with the District.

- c. **Interrupted Leaves.** In case the approved sabbatical leave activity, as agreed upon in the sabbatical leave contract with the District, is interrupted by serious accident or illness during such leave, and the accident or illness is properly verified by a qualified physician, and such interruption does not extend over a period of time that would cause the purposes of the sabbatical leave to be abandoned, such interruption shall not constitute a violation of the contract nor prejudice the unit member against receiving the rights and benefits provided for under terms of the sabbatical leave.

In cases where interruption due to accident or illness would preclude satisfactory completion of the sabbatical leave purposes, the sabbatical leave shall be terminated, and a sick leave shall be substituted by mutual agreement between the District and the unit member. If a sabbatical leave is terminated due to extended illness or serious accident, the sabbatical leave salary shall also be terminated, and the expenses drawn against the Sabbatical Leave Fund shall be terminated. In all cases of serious accident or illness of a unit member on sabbatical leave, the Chancellor shall be promptly notified by registered letter after occurrence or medical diagnosis, and the Chancellor shall so notify the Sabbatical Leave Committee. While on sabbatical leave, if any material changes occur beyond the control of the unit member which may affect the contractual obligations of the unit member on sabbatical leave, he or she shall notify the Chancellor and a revised contract may be written with the unit member if necessary, and the Chancellor shall so notify the Sabbatical Leave Committee.

d. **Modified Sabbatical Leave Purpose**

In case the sabbatical leave activity, as approved by the Board of Trustees, or agreed upon in the Sabbatical Leave Contract with the District, must be changed due to unexpected undue hardship and/or other unusual or unforeseen circumstances, the unit member taking the leave (or an agent representing the unit member if he/she is unable to communicate) shall promptly notify the Office of the Chief Instructional Officer of his or her respective college, who shall so notify the Sabbatical Leave Committee. This notification shall be made by certified or registered letter, shall state completely the reason(s) for the change, and include a complete description of any alternative plan (alternative objective(s), method(s) for achieving objective(s) and documentation). The Sabbatical Leave Committee reserves the right to require verification of the circumstances causing the change.

The Sabbatical Leave Committee shall recommend its approval or disapproval of the requested change to the Chancellor for final approval in consultation with the appropriate College President. The Chancellor shall inform the Sabbatical Leave Committee, in writing, of his/her decision as soon as possible. A revised contract may be written with the unit member if necessary. Should the need for approval of a change in the sabbatical leave activity occur at a time when the Committee Chairperson or the Committee is not available and a delay in receiving a response from the Chancellor would cause undue hardship for the unit member taking the leave, the Chancellor is empowered to act upon the request for change in sabbatical leave activity without the Committee's recommendation. The Chancellor

shall inform the Committee, in writing, of his/her action in such cases.

12B. Workload Banking Policy

12B.1 Regular unit members may earn a maximum of one semester leave of absence without loss of salary or benefits.

- a. Up to fifteen (15) Faculty Hour A (or equivalent Faculty Hour B, C, D, E, or F) must have been banked. (For purposes of implementation of this policy, any overload earned after July 1, 1990, qualifies for workload banking.) Faculty cannot workload bank any hours over forty scheduled hours per week. Scheduled assignments are as follows:
 - (1) A full-time instructor (100% contract) has a scheduled assignment comprising fifteen (15) Faculty A Hours (or equivalent) plus five (5) office hours and two (2) college hours.
 - (2) Full-time (100% contract) Counselors have 30 hours assigned per week.
 - (3) Full-time (100% contract) Librarians and Instructors on Special Assignment are assigned 37 ½ hours per week.
- b. Unit members must request in writing if the overload earned is for banking at the time of acceptance of overload.
- c. A maximum of six (6) Faculty A Hours may be banked in any one semester.
 - (1) These hours may be earned at any time during the faculty member's 175 day contract, or during the summer.
 - (2) A faculty member with an underload is not eligible to workload bank any hours until the underload is satisfied.
- d. Unit members who intend to take a semester leave must submit their workload leave requests to their immediate supervisor, and the appropriate Vice President by November 15 for Fall semester and by May 15 for Spring semester. (Fifteen (15) Faculty A Hours or the equivalent must be completed by the term preceding the intended leave, including summer session. Failure to accrue the mandatory Faculty A Hours (or the equivalent) by the term preceding the intended leave will result in either cancellation or postponement of the leave.) Approval or disapproval of the leave request will be based on the impact of the leave on the integrity of the instructional program. Notification of approval or disapproval will be given to the unit member by February 15 for Fall leaves or September 15 for Spring Leaves.

- e. In the event the leave request is denied, an ad hoc committee consisting of the following members will be convened by the Chief Instructional Officer or the Chief Student Services Officer to re-assess the potential program impact.

Members of the ad hoc committee include:

- (1) The Chief Instructional Officer or Chief Student Services Officer's designee,
- (2) The unit member planning the semester leave,
- (3) One unit member not planning a semester leave, mutually agreed to by the Chief Instructional Officer or Chief Student Services Officer and the unit member planning the semester leave.

This ad hoc committee will make a written recommendation to the Chief Instructional Officer or the Chief Student Services Officer who will review the recommendation of the committee and make a recommendation to the College President. The final decision will rest with the President. The decision and its rationale will be sent in writing to each member of the ad hoc committee.

f. **Limit on Load Bank.**

No unit member may bank more than sixteen (16) Faculty A Hours (or equivalent). (See also Section 10D.11 of this agreement)

12B.2 Cancellation or Extension by Faculty Member

A cancellation or one-year extension may be requested from the Chief Instructional Officer or the Chief Student Services Officer a minimum of one semester in advance of the planned leave (April 1 for Fall semester, October 1 for Spring semester).

12B.3 Frequency of Leaves

Banked leave may be taken once in a three-year period.

12B.4 Workload banking leaves shall not be granted during the Summer Session nor during the semester immediately before or after a Sabbatical Leave.

12B.5 Conversion of Banked Load

- a. At the time a unit member workload banks load hours in lieu of receiving overload pay, this money must be set aside in a specially identified fund for use by the college where the unit member is employed. These reserves must be accounted for semiannually.
- b. Accumulated workload banked units may be converted to load.

12C. Faculty Exchanges

Leaves of absence may be granted during the academic year of full-time (100% contract) Regular unit members who are approved to participate in a personnel exchange program for a period not to exceed one (1) academic year under the provisions of *Section 87422 of the Education Code, Temporary Exchange of Academic Employees*. Such leaves of absence shall be mutually agreed upon and determined on the basis of the following factors:

- 12C.1 There shall be no interference with the normal operations of the College or District, the educational program, proper instruction, or the provision of services to students;
- 12C.2 No additional cost to the District shall necessarily be incurred as a result of the exchange. However, the Board of Trustees may appropriate funds to encourage the program. Such funds may be allocated to the unit member for such actual and necessary expenses as are appropriate and specifically designated;
- 12C.3 All exchanges shall be on a one-for-one basis, and visiting personnel shall meet District requirements for employees in their classification of instructor, counselor, librarians, or faculty on special assignment, as appropriate. The District's employee shall continue to receive salary, seniority, increments, and other benefits during the leave of absence. Salary, benefits, and other expenses of visiting exchange personnel shall not be the responsibility of this District.
- 12C.4 The employee, upon expiration of the leave, unless otherwise agreed, shall be reinstated in the position held at the time of the granting of the leave of absence.

ARTICLE 13. TRANSFERS

13A. Faculty Transfers.

A transfer refers to any action which results in the transfer of a Contract or Regular unit member from college to college and/or division/area to division/area within a college.

13A.1 Voluntary Permanent Faculty Transfers.

Current Contract and Regular unit members who request a transfer must meet the minimum qualifications and specific criteria for the opened position and must complete all application requirements that external applicants complete. This unit member shall be included in the initial interview round.

13A.2 Voluntary Temporary Transfers (one or two semesters)

- a. Contract or Regular unit members may voluntarily transfer from one service unit (e.g., discipline and/or college) to another, or they may divide their duties between service units.
- b. A temporary vacancy shall be determined to exist if schedule classes/assignments have been created for which there are no contracted employees one month before the semester begins. All of these positions shall be posted under the heading of "Following Positions are Currently Open", said posting to occur simultaneously at the "Employment Opportunities Bulletin Boards" on each campus and the District's two college libraries.
- c. Request to fill the vacancy shall be granted by the involved Vice Presidents on the basis of the criteria listed below:
 - (1) The transfer will enhance the efficiency of the District's educational program and the transfer will not create an overload for the transferee;
 - (2) The unit member has the required FSA's, majors or minors to perform the services required and seniority.
 - (3) If all the factors noted above are equal, the bargaining unit member with the most seniority shall have preference.

13A.3 Involuntary Faculty Transfers

- a. Contract and Regular unit members may be involuntarily transferred from college to college, one instructional or service unit to another on the same campus, or they may be required to divide their duties between colleges or service sites provided that such involuntary transfer shall not occur unless the requirements set forth in items 1 through 4 are satisfied.
 - (1) It is demonstrated by the District that there is a significant reduction in the need for the services provided by instructors, counselors, librarians, and other members of the bargaining unit, or it is demonstrated by the District that there is a valid educational need for the transfer. Upon request, written reasons for the transfer shall be provided by the District.
 - (2) No unit member shall be involuntarily transferred if there is another unit member with less District-wide seniority who is credentialed or meets the minimum qualifications to fill the vacancy, unless (a) transferring the unit member with least seniority will disrupt the program or (b) transferring this unit member will not meet the educational needs of the other college. In this case, the reasons shall be stated in writing and the next least senior unit member transferred. If the same condition prevails, the procedure shall be repeated until a satisfactory transfer can be made.
 - (3) The unit member to be transferred is given notice at least twenty (20) calendar days prior to the beginning of the semester except in unusual circumstances due to resignation, death, illness, accident, emergency leave, or physical catastrophe. In addition, unit members shall be notified seventy-five (75) calendar days prior to the beginning of the semester if their involuntary transfer will result in a new preparation. The seventy-five (75) day notice shall state the involved course(s)/assignment(s) being dropped and added, and the days, hours and locations now required by the involuntary transfer.
 - (4) When a unit member has been subject to involuntary transfer, the timely application to voluntarily transfer back to the unit member's former position will be given preference over filling of a vacancy in that position by new hire or other faculty transfer.
- b. A unit member may request a reduced load as an alternative to an involuntary transfer.

13B. Transfer of Managers Into The Faculty: Voluntary or Involuntary.

13B.1 Transfer of a Manager Previously a Tenured District Faculty Member.

A previously tenured faculty member, who has assumed a management position within the District, shall have a right to be voluntarily or involuntarily transferred back into a faculty position.

13B.2 Transfer of A Manager Not Previously a Tenured District Faculty Member.

a. Transfers of Managers Hired Before July 1, 1990.

A manager may submit a written request to voluntarily transfer into a vacant faculty position for which he/she is qualified or a manager may be involuntarily transferred into a faculty position for which he/she is qualified. The Faculty Association may request a faculty mentor to facilitate the former manager's transition into faculty duties. (Refer to Article 21 for Salary Placement.) However, managers transferred under these provisions shall not perform specific Faculty Association unit member duties if any qualified Contract or Regular Faculty Association unit member will be bumped or prevented from performing any part of their usual duties, assignments, courses, or schedules.

b. Transfers of Managers Hired After July 1, 1990.

Transfer of managers hired after July 1, 1990 shall be pursuant to Education Code 87458. However, managers transferred under these provisions shall not perform specific Faculty Association unit member duties if any qualified Contract or Regular Faculty Association unit member will be bumped or prevented from performing any part of their usual duties, assignments, courses, or schedules.

ARTICLE 14. UNTENURED FACULTY EVALUATION

14A. Purpose

In the granting of tenure, a peer review process will be used to ensure that probationary instructors demonstrate the qualities and performance necessary to meet professional responsibilities. Tenure derives from two sources: the authority of the Chabot-Las Positas Community College District Board of Trustees, who ensure that the communities they represent are provided the best possible learning environment, and the college faculty, who are obliged as professionals and specialists in their fields to provide a high-quality educational forum for learning. While the Board of Trustees and the administrators it appoints set in place the guidelines for hiring effective teachers and for evaluating their performances, the faculty, represented by the faculty senates, have the responsibility under shared governance to implement these guidelines and to participate in the evaluation process. The Faculty Association has the responsibility to monitor contractual procedural due process aspects of the evaluation process. The mutual goal of the district administration and faculty is to hire qualified, diverse faculty who are expert in their subject areas, skilled in their professional responsibilities, and sensitive to equal employment guidelines and community diversity.

Through an ongoing evaluation process, the decision to grant tenure generally occurs at the end of the fourth year for a probationary faculty member (hereafter referred to as a Contract unit member). In the normal process, the tenure committees, made up of faculty peers and administrators, recommend to the board appropriate faculty for tenure.

This policy conforms to the provisions of *AB 1725 and sections 87663 and 87664 of the Education Code*.

14B. Guiding Principles

14B.1 The evaluators shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the evaluatee;

14B.2 No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of instructors done on negotiated student evaluation forms shall be anonymous in order to protect the identity of the student;

14B.3 Only those forms that have been negotiated shall be used in the evaluation process;

14B.4 The evaluatee has the right to respond in writing to the evaluation(s). Written responses shall become part of the evaluatee's personnel record.

14C. Faculty Standards for All Untenured Faculty

14C.1 Forward

Faculty at Chabot College and Las Positas College have been selected with considerable care and with particular attention to their ability to give freely of their knowledge and talents to students. Each faculty member is asked to assume the personal and professional obligations which inhere in a career as college teacher, counselor, librarian or faculty member on special assignment. The faculty are expected to meet the faculty standards by demonstrating excellence: in working with students; in collegial participation; in professional and personal enrichment; and in professional responsibilities.

14C.2 Excellence in Working with Students

- a. Knowing their subject fields in depth, keeping up-to-date and being alert to new materials in the literature;
- b. Challenging students and setting high expectations with full knowledge of the diversity of human qualities and learning styles;
- c. Demonstrating sensitivity in working with students, including those of diverse racial and ethnic backgrounds, sexual orientations, and abilities;
- d. Creating opportunities for students to assume responsibility for their own learning.

14C.3 Collegial Participation

Collegial participation is defined as a unit member contributing to a collaborative, respectful working environment with all staff. Some areas in which collegial participation can be demonstrated include, but are not limited to, the following:

- a. Developing curriculum;
- b. Recommending organizational policies;
- c. Assessing program needs;
- d. Participating in appropriate collegial governance, committees, and campus life.

14C.4 Professional and Personal Enrichment

- a. Participating regularly in self-initiated professional development activities such as classes, workshops, conferences, seminars or professional meetings; and/or
- b. Publishing, making conference presentations, presenting artistic exhibits, giving performances, researching, becoming involved in community matters relevant to the academic area.

14C.5 Professional Responsibilities

Faculty members are expected also to fulfill the specific requirements listed below:

- a. Attend and participate in faculty meetings, division meetings, subdivision and/or task force meetings;
- b. Participate in orientation, commencement, and on-campus staff development activities;
- c. Participate in program and subject area improvement tasks, such as revising and developing curricula, program review, articulation, and mentoring students and adjunct faculty member;
- d. Meet deadlines and submittal of grades and census reports;
- e. Where appropriate participate in advisory committees and maintain contacts with other educational institutions, organizations, businesses or industry.

Discretionary professional activities include holding memberships in the Faculty Senates, College/District standing committees, joint College/District/Faculty Association Committees, College/District ad hoc committees, regional, state, national or international professional organizations, and/or student clubs or activity advising. Faculty may also participate in outreach activities to other educational segments and the community.

14C.6 Additional Specific Standards for Instructional Faculty

- a. Delivering coherent lectures.
- b. Creating assignments that serve instructional goals
- c. Creating exams and/or other evaluative assignments that test for mastery of course content.
- d. Creating course materials that serve instructional goals.
- e. Organizing course content so that it encompasses authorized course outlines.
- f. Identifying basic and essential concepts and developing pertinent materials and strategies that will assist students in understanding the core subject matter.
- g. Preparing carefully and organizing a course of instruction which adheres to the objectives and suggested materials listed in the course outline, and which encourages student use of campus resource centers and laboratories. If faculty within a team teaching (see Article 10D.2.c for definition) class have adopted a required text, that text must be used unless the faculty in the affected class agree to an exception.
- h. Teaching with imagination, vigor, and clarity, attempting to provide a framework of learning which consciously places topics in a well-knit relationship one to the other.
- i. Applying new technologies in the delivery of instruction where appropriate.

14C.7 Additional Specific Standards for Counselors

- a. Working in and supporting a collaborative Counseling Division team environment.
- b. Demonstrating a wide variety of counseling skills (listening, interviewing, trusting, encouraging, flexible, resourceful, fair) and counseling techniques while providing academic, career, and personal counseling services.
- c. Demonstrating a high degree of accuracy when providing information concerning college/university transfer, degree requirements, college/district procedures and course curriculum.
- d. Applying new technologies in the delivery of counseling services.
- e. Developing and implementing new/revised projects, programs, and activities in accordance with the Counseling Divisions' Adopted Goals and Objectives.
- f. Developing liaisons between the Counseling Division and Instructional Divisions, serving on committees, and achieving familiarity with college and district goals and policies.
- g. When applicable to a particular coordination assignment, demonstrating leadership and advocacy in collaboration with other staff in a particular unit.
- h. When applicable to a particular coordination assignment, demonstrating planning and vision in delivering counseling and student support services.

14C.8 Additional Specific Standards for Library Faculty

- a. Working in and supporting a collaborative team environment.
- b. Developing and implementing new/revised projects, programs and plans in accordance with the Adopted Goals and Objectives of the Learning Resources Program.
- c. Promoting student and staff access to use of the library through comprehensive reference service and bibliographic instruction.
- d. Contributing to building, organizing, and maintaining library collections, including implementing electronic access to information.
- e. Teaching students in class orientations, individually, and through Library Skills courses.
- f. Developing liaisons between the library and instructional faculty, serving on committees and achieving familiarity with college and district goals and policies.
- g. Applying new technologies in the delivery of library services.

14C.9 Additional Specific Standards for Instructors on Special Assignment

In consultation with the evaluatee and the supervisor, the level-one committee will develop standards appropriate to each Instructor on Special Assignment. The standards shall be clearly related to the special assignment and comparable in their level of specificity to the standards described above for the other categories of faculty. The standards shall be

approved in writing by the appropriate Vice-President, within three weeks of the first day of service.

14D.1 Frequency and Timeline

The following procedures apply to faculty evaluation during the first four years of contract employment. The first-year contract is for one year, the second contract is for one year, and the last contract (third) is for two years. This frequency and timeline conform to AB 1725 guidelines.

14D.2 Spring Semester Hires – faculty members first hired on contract in the Spring Semester.

Faculty first hired in the spring semester begin the review process that Spring and continue through the next year on a first year contract. (Education Code 87605)

14E. Committees and Procedures

Evaluation for tenure involves a three-level committee structure:

14E.1 Level-One Tenure Review Committee

a. Membership and selection of members

The level-one tenure review committee shall be composed of three members (with an optional fourth member). Additionally, an observer shall be assigned by the Faculty Association. If an observer is not assigned by the Faculty Association by October 1, the untenured review process will continue as per the established deadlines without a Faculty Association observer. The Faculty Association observer shall function exclusively to monitor the committee on contractual due process issues. The Faculty Association observer shall be privy to the level-one file, shall attend all the level-one meetings and shall not be responsible for the substantive issues involving recommendation for contract renewal, dismissal or tenure (if appropriate).

b. The division dean/supervisor.

c. A tenured faculty member selected from the Contract faculty member's primary (or related) discipline, appointed by mutual consent of faculty from the Contract faculty's primary discipline (or-division), or, in the event that consensus cannot be reached, appointed by the division dean/area chair or supervisor.

d. A tenured faculty member from a discipline different from that of the Contract faculty member, appointed by the Faculty Senate from a pool of faculty members that reflects both ethnic and gender diversity.

e. Contract faculty member may challenge the committee make-up by requesting a change of one member on the committee. The replacement member to the committee will be appointed by the same body that chose the original committee member. Additionally, either

the Contract faculty member or that member's division may request the selection of a committee member from the District's other college. In order to select the optional fourth member of the committee, the level-one tenure review committee and the Contract faculty member must reach mutual consent. Also, by mutual consent, the level-one tenure review committee will remain the same for the entire four years of contractual employment.

- f. One of the two faculty members on the committee may serve as a mentor to the Contract faculty member.

14E.2 Training

All members of tenure review committees and Contract faculty shall receive training in the tenure-evaluation process.

The training shall be conducted by the Faculty Association at each college and shall consist of the following:

Process issues relevant to the tenure process including but not limited to:

- a. Following the stated timelines in this article;
- b. Following up on all stated areas where the candidate needs improvement or has unsatisfactory performance;
- c. Formatting and implementing the tenure review committees according to the guidelines to this article;
- d. Providing timely feedback to the tenure candidate when the candidate needs to improve or is unsatisfactory so as to give the candidate an opportunity to remediate;
- e. Providing guidelines for the use of the negotiated evaluation forms.

14F. Methods for Instructional Faculty

14F.1 Professional Review

In the first year, the tenure candidate must submit a brief narrative description (1-2 pages) of his/her faculty assignment. In the second, third, and fourth years tenure candidates must submit a written professional review (3-8 pages) to the supervisor by September 10th. The review shall cover the Contract faculty member's previous year of employment. The review shall include information and ideas relevant, but not limited, to the standards for faculty evaluation (as expressed above under the section titled "Faculty Standards"). Faculty members first hired on contract in Spring Semester are also subject to the review process.

14F.2 Class visits

In order to assess the professional effectiveness of Contract faculty member, the committee shall make a total of three classroom visits during each contract (typically one visit by each committee member).

- a. **Timing of the visits.** Under the first-year contract, these visits shall be spaced so that no more than one visit occurs in any given week during the fall semester. Under the second-year contract, these visits may occur any time from the spring term of the first year (after the March 15th renewal date) through the fall term of the second year. At least one of the three visits should take place in the spring. Under the third, two-year contract, these visits may occur any time from the spring semester of the second year (after the March 15th renewal date) through the fall semester of the fourth year.
- b. **Procedures for the visits.** A standard negotiated college class visit report form shall be used. Visits shall be unannounced, but shall occur with the consent of the Contract faculty member. The Contract faculty member may request that a particular visit not occur. If there is difficulty in coordinating a classroom visit, the Contract faculty member and the committee member may schedule a specific visiting time. The evaluator shall meet privately with the tenure candidate to discuss the written report. Both people shall sign this negotiated class visit report form. Additional visits may occur at the request of either the level-one tenure review committee or the Contract faculty member. For Contract faculty member who teach primarily lab courses, this evaluation shall include visits in the lab setting. When a Contract faculty member has an off-site clinical assignment as part of his/her load, the respective program faculty will implement procedures on negotiated forms to obtain information from clinical staff regarding the instructor's performance. This information will serve as only one part of input into the Contract faculty member's evaluation, and this information will be shared first with the Contract faculty member and then with the members of the level-one committee.
- c. **Additional Class Visits.** When additional relevant information (as defined by Section 14F.4) comes to the attention of the Dean or Supervisor, untenured faculty shall be subject to unannounced observations and evaluations by Division Deans/Supervisor into faculty classrooms.
- d. **Summary of student surveys.** Students shall be surveyed in no fewer than two classes every semester for the first- and second-year contracts. Surveys for the third, two-year contract shall occur during no fewer than two classes in the fall semester for both contract years. The committee shall be responsible for the distribution and collection of the surveys. The survey form used will be a standard negotiated form. The committee shall compile, analyze, and write a summary of the student surveys, including an item-by-item tally of the responses. The forms will be retained by the committee until after the end of each

semester, and will then be returned to the Contract faculty member by the Level-Two committee. In the case of programs in which students stay with an instructor for more than one semester, and in order to protect student anonymity, the forms may be retained by the committee for two to four semesters.

- e. **Classroom materials.** Contract faculty member shall provide the tenure review committee with a sampling of relevant instruction materials from classes, such as syllabi, sample tests, information sheets, and grading standards. This shall be done on a timeline as set forth at the initial meeting of the Contract faculty member with the level-one review committee.

14F.3 **Supervisor Review.** The supervisor will write a review of the evaluatee's performance, based upon information such as class visit reports, the evaluatee's narrative description of the assignment (first year) or Professional Review (second, third, and fourth years), evaluatee's fulfillment of collegial responsibilities, and other relevant information. The supervisor will meet with the evaluatee to deliver and discuss the Supervisor Review, to inform the evaluatee of the opportunity to attach a response, and to secure the evaluatee's signature acknowledging receipt of the Supervisor Review. The signed Supervisor Review and any Evaluatee Response are then forwarded to the level-one committee by December 1.

14F.4 **Other Relevant Information.** The committee shall review any other relevant information that pertains to the Faculty Standards. Other relevant information pertinent to the evaluation process may include documents from the Personnel file. The committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the evaluatee. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of instructors done on negotiated student evaluation forms shall be anonymous in order to protect the identity of the student. Any substantiated information which the Supervisor has and which is relevant to the faculty standards shall be shared with the level-one committee and level-two committee, and the new information shall require the level-one committee to reconvene and meet with the Contract faculty member, who shall be given an opportunity to respond in writing within a timeline agreed upon between the Faculty Association President and Chancellor or their designee. The response from the level-one committee and from the Contract faculty member shall be submitted to the level-two committee per the timeline agreed to by the Chancellor and the President of the Faculty Association. The level-one committee may revise its initial level-one report and recommendation.

14F.5 Meetings for Each Year

- a. **Initial meeting.** The initial meeting of the level-one tenure review committee and Contract faculty member should occur in early October. The division dean/area chair or supervisor shall be responsible for organizing this initial meeting. At this time, the committee will apprise the Contract faculty member of the tenure-review procedures, including faculty standards, professional review, student surveys, class visits, classroom materials, supervisor review, other relevant information, meetings, and level-one report.
- b. **Interim meetings.** Interim meetings are held as needed to apprise the Contract faculty member of progress and findings. Should the committee detect possible performance deficiencies, the committee shall meet with the instructor within seven (7) working days and provide written details of the deficiency(ies) and written remedy(ies), which include a timeline for remediation. Should remedies be suggested, further interim meetings shall be scheduled to monitor progress, determine whether performance deficiencies have been remedied, and document progress. The contract faculty member shall respond in writing to each deficiency within five (5) working days after each meeting.
- c. **Additional meetings.** Additional meetings may occur during the tenure-review process at the request of either the Contract faculty member or committee members.
- d. **Final meeting.** After collection of all data, the committee shall meet with and report its recommendations to the Contract faculty member. This meeting should take place before the end of the fall semester. The evaluatee shall be asked to sign two copies of the Level-One Report verifying receipt of it and understanding of the right to attach a response. One copy shall remain with the evaluatee, and the other shall be forwarded as described below. This level-one report shall be a fair and accurate summary of the information to the Level-One Committee.

14F.6 Level-One Report

The committee shall forward its recommendations to the appropriate college officer (Chief Instructional Officer or Chief Student Services Officer) for contract renewal, dismissal, or tenure (if appropriate). This recommendation may include a minority view. This report should be a fair and accurate summary of the judgment made by each individual committee member. Included with the recommendation shall be the committee's specific rationale for its recommendation, including reference to each of the methods listed in this policy. The Contract faculty member may attach a response to the completed report that goes to the administration. The level-one tenure review committee's Level-One Report should be delivered, through the evaluatee's supervisor, to the appropriate college officer (Chief Instructional Officer/Chief Student Services Officer) by December 16th.

14G. Methods for Counselors

14G.1 Professional Review

In the first year, the tenure candidate must submit a brief narrative description of his/her faculty assignment. It will include the counselor faculty member's goals and objectives and an initial plan on how the counseling standards will be addressed during the evaluation period and will be submitted to the level-one tenure review committee with copies to his/her supervisor. In the second, third, and fourth years tenure candidates must submit a written professional review to the level-one tenure review committee and the supervisor by September 10th. The review shall cover the Contract faculty member's previous year of employment. The review shall include information and ideas relevant, but not limited, to the standards for faculty evaluation (as expressed in Faculty Standards). Faculty members first hired on contract in Spring Semester are also subject to the review process.

14G.2 Counseling Sessions

In order to assess the professional effectiveness of Contract counseling faculty, level-one tenure committee members shall insure that three separate observation visits of counseling sessions occur during each contract year.

- a. **Timing of the visits.** Under the first-year contract, these visits shall be spaced so that no more than one visit occurs in any given week during the Fall Semester. Under the second-year contract, these visits may occur any time from the spring term of the first year through the fall term of the second year. At least one of the three visits should take place in the spring. Under the third, two-year contract, these visits may occur any time from the spring semester of the second year (after the March 15th renewal date) through the fall semester of the fourth

year.

- b. **Procedures for the visits.** A negotiated observation/visit form shall be used for counseling sessions. Visits shall be unannounced, but shall occur with the consent of the Contract faculty member and the student present. The Contract faculty member may request that a particular visit not occur. If there is difficulty in coordinating a visit, the Contract faculty member and the committee member may schedule a specific visiting time. Additional visits shall occur at the request of either the level-one tenure review committee or the Contract faculty member.
- c. **Additional counseling session visits.** When additional relevant information (as defined by Section 14G.5) comes to the attention of the Dean or Supervisor, untenured faculty shall be subject to unannounced observations and evaluations by Division Deans/Supervisor into faculty classrooms.
- d. **Classroom.** If the Counseling Faculty member has an instructional load assignment for load credit, the methods for evaluating instructional faculty will be used for that portion of the counselor faculty workload.
- e. **Summary of Student Surveys.** Students seeking counseling services shall be surveyed each term for the first and second-year Contract faculty member. Surveys for the third, two-year contract shall occur once during the Fall term for both contract years. The committee shall be responsible for coordinating the distribution and collection of the surveys with the appropriate Dean of Students Services at both colleges responsible for counseling. The form used will be a standard negotiated survey form. The committee shall compile, analyze and write a summary of the student surveys, including an item-by-item tally of the responses. The forms will be retained by the committee until after the end of each term and will be returned to the Contract counselor faculty member.

14G.3 Coordination Assignments

Counselors on special assignment are assigned coordination responsibilities which may range from the coordination of a particular college-wide, counseling-related function (i.e., transfer, student follow-up, orientation) to the coordination of a comprehensive program providing the full range of counseling and student support services to a target group of students. The committee shall review information relevant to the coordination assignment which may include assessment instruments which survey service delivery effectiveness; evaluate planning and leadership in relation to established unit goals and objectives; observe interpersonal and

communication skills in the team setting via observations of staff meetings; and review additional applications relevant to unit organization.

14G.4 Supervisor Review

The supervisor will write a review of the evaluatee's performance, based upon information such as class visit reports, the evaluatee's narrative description of the assignment (first year) or Professional Review (second, third and fourth years), evaluatee's fulfillment of collegial responsibilities, and other relevant information. The supervisor will meet with the evaluatee to deliver and discuss the Supervisor Review, to inform the evaluatee of the opportunity to attach a response, and to secure the evaluatee's signature acknowledging receipt of the Supervisor Review. The signed Supervisor Review and any Evaluatee Response are then forwarded to the level-one committee by December 1.

14G.5 Other Relevant Information

The committee shall review any other relevant information that pertains to the Faculty Standards and coordination assignments. Other relevant information pertinent to the evaluation process may include documents from the Personnel file. The committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the evaluatee. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of instructors done on negotiated student evaluation forms shall be anonymous in order to protect the identity of the student. Any substantiated information which the Supervisor has and which is relevant to the faculty standards shall be shared with the level-one committee and level-two committee, and the new information shall require the level-one committee to reconvene and meet with the contract faculty, who shall be given an opportunity to respond in writing within a timeline agreed upon between the FA President and Chancellor or their designee. The response from the level-one committee and from the contract faculty shall be submitted to the level-two committee as per the timeline agreed to by the Chancellor and the President of the Faculty Association. The level-one committee may revise its initial level-one report and recommendation.

14G.6 Meetings for Each Year

- a. **Initial meeting.** The initial meeting of the level-one tenure review committee and Contract counselor should occur in early October. The division dean/area chair or supervisor shall be responsible for organizing this initial meeting. At this time, the committee will apprise the Contract counselor of the tenure-review procedures, including faculty standards, the professional review, counseling sessions, classroom surveys coordination assignments, supervisor review, other relevant information, and meetings.

- b. **Interim meetings.** Interim meetings are held as needed to apprise the Contract counselor of progress and findings. Should the committee detect possible performance deficiencies, the committee shall meet with the counselor within seven (7) working days and provide written details of the deficiency(ies) and written remedy(ies), which include a timeline for remediation. Should remedies be suggested, further interim meetings shall be scheduled to monitor progress, determine whether performance deficiencies have been remedied, and document progress. The Contract faculty member shall respond in writing to each deficiency within five (5) working days after each meeting.
- c. **Additional meeting.** Additional meetings may occur during the tenure-review process at the request of either the Contract faculty member or committee members.
- d. **Final meeting.** After collection of all data, the committee shall meet with and report its recommendations to the Contract counselor. This meeting should take place before the end of the fall semester. The evaluatee shall be asked to sign two copies of the Level-One Report verifying receipt of it and understanding of the right to attach a response. One copy shall remain with the evaluatee, and the other shall be forwarded as described below. This level-one report shall be a fair and accurate summary of the information provided to the Level-One Committee.

14G.7 Level-One Report

The committee shall forward its recommendations to the appropriate college officer (Chief Instructional Officer or Chief Student Services Officer) for contract renewal, dismissal, or tenure (if appropriate). This recommendation may include a minority view. This report should be a fair and accurate summary of the judgment made by each individual committee member. Included with the recommendation shall be the committee's specific rationale for its recommendation, including reference to each of the methods listed above. The Contract counselor may attach a response to the completed report that goes to the administration. The level-one tenure review committee's final report should be delivered, through the evaluatee's supervisor, to the appropriate college officer (Chief Instructional Officer/Chief Student Services Officer) by December 16th.

14H. Methods for Librarians

14H.1 Professional Review

In the first year, the tenure candidate must submit a brief narrative description of his/her faculty assignment. In the second, third, and fourth years tenure candidates must submit a written professional review to the supervisor by September 10th. The review shall cover the Contract

librarian's previous year of employment. The review shall include information and ideas relevant but not limited to the standards for faculty evaluation (as expressed above under the section titled "Faculty Standards.") Faculty members first hired on contract in Spring Semester are also subject to the review process.

14H.2 Observations

In order to assess the professional effectiveness of Contract faculty member, the committee shall make a total of three observations of reference work during each contract, (typically one observation by each committee member).

- a. **Timing of the observations.** Under the first-year contract, these visits shall be spaced so that no more than one visit occurs in any given week during the fall semester. Under the second-year contract, these visits may occur any time from the spring term of the first year (after the March 15th renewal date) through the fall term of the second year. At least one of the three visits should take place in the spring. Under the third, two-year contract, these visits may occur any time from the spring semester of the second year (after the March 15th renewal date) through the fall semester of the fourth year.
- b. **Procedures for the observations.** A negotiated college class visit report form shall be used and adapted as appropriate. Observations shall be unannounced, but shall occur with the consent of the Contract librarian. The Contract librarian may request that a particular observation not occur. If there is difficulty in coordinating an observation, the Contract librarian and the committee member may schedule a specific visiting time. The evaluator shall meet privately with the tenure candidate to discuss the written report. Both people shall sign the negotiated class visit report form. Additional observations shall occur at the request of either the level-one tenure review committee or the Contract faculty member.
- c. **Additional observation visits.** When additional relevant information (as defined by Section 14H.4) comes to the attention of the Dean or Supervisor, untenured faculty shall be subject to unannounced observations and evaluations by Division Deans/Supervisor into faculty classrooms.
- d. **Summary of Student Surveys.** A survey will be conducted each semester for the first- and second-year Contract librarian. Surveys for the third, two-year contract shall occur during the fall semester of each year. Using a standard negotiated form, the survey will include both of the following: (a) a minimum of one class of students participating in a library orientation, and (b) a minimum of thirty students enrolled

in library skills or requesting other library services. The committee shall compile, analyze, and write a summary of the student surveys, including an item-by-item tally of the responses. The forms will be retained by the committee until after the end of each semester and will then be returned to the Contract librarian. The student surveys will be developed collegially by the librarians from both colleges.

14H.3 Supervisor Review

The supervisor will write a review of the evaluatee's performance, based upon information such as observation reports, the evaluatee's narrative description of the assignment (first year) or Professional Review (second, third, and fourth years), evaluatee's fulfillment of collegial responsibilities, and other relevant information. The supervisor will meet with the evaluatee to deliver and discuss the Supervisor Review, to inform the evaluatee of the opportunity to attach a response, and to secure the evaluatee's signature acknowledging receipt of the Supervisor Review. The signed Supervisor Review and any Evaluatee Response are then forwarded to the level-one committee by December 1.

14H.4 Other relevant information

The committee shall review any other relevant information that pertains to the Faculty Standards as described above. Other relevant information pertinent to the evaluation process may include documents from the Personnel file. The committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the evaluatee. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of instructors done on negotiated student evaluation forms shall be anonymous in order to protect the identity of the student. Any substantiated information which the Supervisor has and which is relevant to the faculty standards shall be shared with the level-one committee and level-two committee, and the new information shall require the level-one committee to reconvene and meet with the contract faculty, who shall be given an opportunity to respond in writing within a timeline agreed upon between the FA President and Chancellor or their designee. The response from the level-one committee and from the contract faculty shall be submitted to the level-two committee as per the timeline agreed to by the Chancellor and the President of the Faculty Association. The level-one committee may revise its initial level-one report and recommendation.

14H.5 Meetings for each year

- a. **Initial meeting.** The initial meeting of the level-one tenure review committee and Contract librarian should occur in early October. The Dean of Academic Services, Learning Resources and Technologies

shall be responsible for organizing this initial meeting. At this time, the committee will apprise the Contract librarian of the tenure-review procedures, including faculty standards, the professional review, observations, surveys, supervisor review, other relevant information, meetings, and level-one report.

- b. **Interim meetings.** Interim meetings are held as needed to apprise the Contract librarian of progress and findings: Should the committee detect possible performance deficiencies, the committee shall meet with the librarian within seven (7) working days and provide written details of the deficiency(ies) and written remedy(ies), which include a timeline for remediation. Should remedies be suggested, further interim meetings shall be scheduled to monitor progress, determine whether performance deficiencies have been remedied, and document progress. The Contract faculty member shall respond in writing to each deficiency within five (5) working days after each meeting.
- c. **Additional meetings.** Additional meetings may occur during the tenure-review process at the request of either the Contract librarian or committee members.
- d. **Final meeting.** After collection of all data, the committee shall meet with and report its recommendations to the Contract librarian. This meeting should take place before the end of the fall semester. The evaluatee shall be asked to sign two copies of the Level-One Report verifying receipt of it and understanding of the right to attach a response. One copy shall remain with the evaluatee, and the other shall be forwarded as described below. This level-one report shall be a fair and accurate summary of the information provided to the Level-One Committee.

14H.6 Level One Report

The committee shall forward its recommendations to the appropriate college officer (Chief Instructional Officer or Chief Student Services Officer) for contract renewal, dismissal, or tenure (if appropriate). This recommendation may include a minority view. This report should be a fair and accurate summary of the judgment made by each individual committee member. Included with the recommendation shall be the committee's specific rationale for its recommendation, including reference to each of the methods listed above. The Contract librarian may attach any comments to the completed report that goes to the administration. The level-one tenure review committee's final report should be delivered, through the evaluatee's supervisor, to the appropriate college officer (Chief Instructional Officer/Chief Student Services Officer) by December 16th.

14I. Methods for Instructors on Special Assignment

14I.1 Professional Review

In the first year, the tenure candidate must submit a brief narrative description of his/her faculty assignment. In the second, third, and fourth years tenure candidates must submit a written professional review to the level-one tenure review committee and the supervisor by September 10th. The review shall cover the Contract faculty member's previous year of employment. The review shall include information and ideas relevant, but not limited, to the standards for faculty evaluation (as expressed in Faculty Standards). Faculty members first hired on contract in Spring Semester are also subject to the review process.

14I.2 Site visits

In order to assess the professional effectiveness of Contract faculty member, committee members shall make three site visits during each contract. (A site may be a workshop presented by the evaluatee, a meeting conducted, or other appropriate activities.)

- a. **Timing of the Visits.** Under the first-year contract, these visits shall be spaced so that no more than one visit occurs in any given week during the fall term. Under the second-year contract, these visits may occur any time from the spring term of the first-year contract through the fall semester of the second-year contract. Under the third, two-year contract, these visits may occur any time from the spring semester of the second-year contract (after the March 15th renewal date) through the fall semester of the second year of the third contract.
- b. **Procedures for the Visits.** A negotiated workshop visit report form shall be used. Visits shall be unannounced, but shall occur with the consent of the Contract faculty member. The Contract faculty member may request that a particular visit not occur. If there is difficulty in coordinating a classroom visit, the Contract faculty member and the committee member may schedule a specific visiting time. Additional visits shall occur at the request of either the level-one tenure review committee or the Contract faculty member.
- c. **Additional site visits.** When additional relevant information (as defined by Section 14I.4) comes to the attention of the Dean or Supervisor, untenured faculty shall be subject to unannounced observations and evaluations by Division Deans/Supervisor into faculty classrooms.
- d. **Surveys of Appropriate Clients**
The level-one committee, in consultation with the evaluatee and the supervisor, will identify the appropriate clients to be surveyed.

Depending upon the nature of the specific assignment, these may include students, faculty, classified staff, administrators. The committee shall be responsible for the distribution and collection of the surveys conducted on the negotiated form. The committee shall compile, analyze, and write a summary of the surveys, including an item-by-item tally of the responses. The forms will be retained by the committee until after the end of each semester, and will then be returned to the Contract faculty member.

e. **Sample Work Products**

Contract faculty member shall provide the tenure review committee with a sampling of relevant work products such as newsletters, flyers, reports, planning documents, and instructional materials developed. This shall be done on a timeline as set forth at the initial meeting of the Contract faculty member with the level-one review committee.

14I.3 Supervisor Review

The supervisor will write a review of the evaluatee's performance, based upon information such as class visit reports, the evaluatee's narrative description of the assignment (first year) or Professional Review (second, third and fourth years), evaluatee's fulfillment of collegial responsibilities, and other relevant information. The supervisor will meet with the evaluatee to deliver and discuss the Supervisor Review, to inform the evaluatee of the opportunity to attach a response, and to secure the evaluatee's signature acknowledging receipt of the Supervisor Review. The signed Supervisor Review and any Evaluatee Response are then forwarded to the level-one committee by December 1.

14I.4 Other relevant information

The committee shall review any other relevant information that pertains to the Faculty Standards as described above. Other relevant information pertinent to the evaluation process may include documents from the Personnel file. The committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the evaluatee. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of instructors done on negotiated student evaluation forms shall be anonymous in order to protect the identity of the student. Any substantiated information which the Supervisor has and which is relevant to the faculty standards shall be shared with the level-one committee and level-two committee, and the new information shall require the level-one committee to reconvene and meet with the Contract faculty, who shall be given an opportunity to respond in writing within a timeline agreed upon between the FA President and Chancellor or their designee. The response from the level-one committee and from the Contract faculty shall be submitted to the level-two committee. The level-one committee may

revise its initial level-one report and recommendation.

14I.5 Meetings for each year

- a. **Initial meeting.** The initial meeting of the level-one tenure review committee and Contract faculty member should occur in early October. The division dean/area chair shall be responsible for organizing this initial meeting. At this time, the committee will apprise the Contract faculty member of the tenure-review procedures, including faculty standards, the professional review, site visits, surveys, sample work products, supervisor review, other relevant information, meetings, and level-one report.
- b. **Interim meetings.** Interim meetings are held as needed to apprise the Contract faculty member of progress and findings: Should the committee detect possible performance deficiencies, the committee shall meet with the instructor on special assignment within seven (7) working days and provide written details of the deficiency(ies) and written remedy(ies), which include a timeline for remediation. Should remedies be suggested, further interim meetings shall be scheduled to monitor progress, determine whether performance deficiencies have been remedied, and document progress. The Contract faculty member shall respond in writing to each deficiency within five (5) working days after each meeting.
- c. **Additional meetings.** Additional meetings may occur during the tenure-review process at the request of either the Contract faculty member or committee members.
- d. **Final meeting.** After collection of all data, the committee shall meet with and report its recommendations to the Contract faculty member on special assignment. This meeting should take place before the end of the fall semester. The evaluatee shall be asked to sign two copies of the Level-One Report verifying receipt of it and understanding of the right to attach a response. One copy shall remain with the evaluatee, and the other shall be forwarded as described below. This level-one report shall be a fair and accurate summary of the information to the Level-One Committee.

14I.6 Level-One Report

The committee shall forward its recommendations to the appropriate college officer (Chief Instructional Officer or Chief Student Services Officer) for contract renewal, dismissal, or tenure (if appropriate). This recommendation may include a minority view. This report should be a fair and accurate summary of the judgment made by each individual committee member. Included with the recommendation shall be the committee's specific rationale for its recommendation, including reference to each of the methods listed above. The Contract faculty member may attach any comments to the completed report that goes to the administration. The level-one tenure review committee's final report should be delivered to the appropriate college officer (Chief Instructional Officer/Chief Student Services Officer) by December 16th.

14J. Level-Two Committee

14J.1 Membership and Selection of Members

The Level-Two Tenure Review Committee shall be composed of two members:

- a. Appropriate college officer (or representative) (Chief Instructional Officer/Chief Student Services Officer);
- b. Lead instructor, program coordinator, or related division representative who is not a member of the level-one tenure review committee, appointed by mutual agreement of faculty in the Contract faculty member's division or in the event consensus cannot be reached, appointed by the Dean or supervisor;
- c. The Chief Instructional Officer/Chief Student Services Officer shall be responsible for assembling the committee members. The Dean or supervisor may be a member of both the level-one and level-two committees. Level-one committee members will be available for consultation with the level-two committee as needed.

14J.2 Training

Members of the level-two committee shall receive training in the tenure-evaluation process and in following affirmative action guidelines.

14J.3 Methods

- a. The level-two committee reviews the recommendations of the level-one tenure review committee. All materials from the level-one tenure review committee shall be made available to the level-two committee. The level-two committee shall request a consultation with the level-one committee in cases of clarification, procedural concerns, new substantiated information that has surfaced since the level-one report

was written, and potential differences in the recommendation. If the level-one tenure review committee votes against retention, the Contract faculty member will be invited to meet with the level-two committee before it makes its decision. The committee may request a meeting with the evaluatee at any time. The Contract faculty member shall be notified in writing of any meeting with the level-two committee.

- b. Based upon the outcome of the work done by the level-one committee, meeting(s) with the Contract faculty member, and any other relevant information as defined by Article 14F.4, 14G.5, 14H.4, and 14I.4, the level-two committee will forward a recommendation for contract renewal, for dismissal, or for tenure (if appropriate) to the college President. The committee's report should be submitted to the college President by the end of the second week of instruction of spring semester primary term.
- c. If the level-one committee and the level-two committee disagree on their recommendations, then the Presidential committee shall be formed.

14K. Presidential Committee

14K.1 Membership

The presidential committee shall be composed of three or four members:

- a. The college President;
- b. A faculty member of the level-one tenure review committee who is from the discipline;
- c. One or both members of the level-two tenure review committee.
- d. Members must support the majority recommendation made by their committee.

14K.2 Methods

- a. All tenure-review materials from the level-one committee and the level-two committee shall be made available to the Presidential committee.
- b. The Presidential committee, after reviewing the recommendations of the respective committees, shall submit a recommendation to the District Chancellor for contract renewal, dismissal, or tenure (if appropriate). The recommendations of the Presidential committee should be submitted to the District Chancellor's office by February 15, along with the review documents. The Chancellor will forward the documents to the Office of Human Resources.

14L. Outcome

- 14L.1 The preceding tenure-review procedure shall occur over the course of the four-year tenure-consideration period.

14L.2 Committee recommendations during the first-year contract and the second-year contract shall include only recommendations for renewal,¹ or dismissal.

14L.3 Committee recommendations in the second year of the third, two-year contract shall include only recommendations for tenure or dismissal.

14L.4 The District Chancellor, through the action of the Board of Trustees, must notify the Contract faculty member of the decision for contract renewal, dismissal, or tenure by March 15th, according to the provisions set forth in the Education Code.

14M. Grievance

In the event the Contract faculty member believes that the tenure review procedure was followed incorrectly, the Contract faculty member may file a grievance in accordance with the guidelines set forth in the collective bargaining agreement and the *Education Code section 87610.1*. Nothing in this Article shall be construed to permit either the Faculty Association or a unit member to file a grievance to challenge the substance of any evaluation. Any grievance challenging the procedure utilized for an evaluation shall only first be filed after the completion of the annual evaluation process at issue.

¹Current *Education Code* (87608, 87608.5, 87609) permits the granting of tenure after the first or second years. However, the district and the Faculty Association have agreed, after consultation with the faculty, not to utilize the early tenure option. Should guidelines and procedures for granting early tenure be developed, early tenure could be an additional option.

ARTICLE 15. TENURED FACULTY EVALUATION

15A. Purpose

The purpose of faculty evaluation is to provide students the best quality education possible, in the context of the objectives of each instructional area, each college, and the District. This is achieved through the professional growth and development of all persons involved in the evaluation. The evaluation process is designed to assist faculty in examining their objectives, techniques, and accomplishments, and to provide a means to recognize outstanding performance, a means to identify areas in which changes might prove beneficial to students' learning, and a two-way channel of communication about program needs. Since the evaluation process facilitates communication among peers, it serves to promote the professional development of evaluation team members and evaluatees. This policy conforms to the provisions of *AB 1725 and Sections 87663 and 87664 of the Education Code*.

15B. Guiding Principles

- 15B.1 The evaluators shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the evaluatee;
- 15B.2 No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of instructors done on negotiated student evaluation forms shall be anonymous in order to protect the identity of the student;
- 15B.3 Only those forms that have been negotiated shall be used in the evaluation process;
- 15B.4 The evaluatee has the right to respond in writing to the evaluation(s). Written responses shall become part of the evaluatee's personnel record.
- 15B.5 There shall be no retaliation against a tenured faculty member who voices an opinion or files a signed written opinion.

15C. Faculty Standards for All Tenured Faculty

15C.1 Forward

Faculty at Chabot College and Las Positas College have been selected with considerable care and with particular attention to their ability to give freely of their knowledge and talents to students. Each faculty member is asked to assume the personal and professional obligations which inhere in a career as college teacher, counselor, librarian, or faculty on special

assignment. The faculty are expected to meet the faculty standards by demonstrating excellence: in working with students, in collegial participation, in professional and personal enrichment, and in professional responsibilities.

15C.2 Excellence in Working with Students

- a. Knowing their subject fields in depth, to keep up-to-date and to be alert to new materials in the literature;
- b. Challenging students and setting high expectations with full knowledge of the diversity of human qualities and learning styles;
- c. Demonstrating sensitivity in working with students, including those of diverse racial and ethnic backgrounds, sexual orientations, and abilities;
- d. Creating opportunities for students to assume responsibility for their own learning.

15C.3 Collegial Participation

Collegial participation is defined as a unit member contributing to a collaborative, respectful working environment with all staff. Some areas in which collegial participation can be demonstrated include, but are not limited to, the following:

- a. Developing curriculum;
- b. Recommending organizational policies;
- c. Assessing program needs;
- d. Participating in appropriate collegial governance, committees, and campus life;
- e. In team taught courses or any course taught by a group of faculty, cooperating with the majority of the faculty team with respect to instructional delivery, student evaluation, and use of support materials, including texts and documents.

15C.4 Professional and Personal Enrichment

- a. Participating regularly in self-initiated professional development activities such as classes, workshops, conferences, seminars or professional meetings; and/or
- b. Publishing, making conference presentations, - presenting artistic exhibits, giving performances, researching, becoming involved in community matters relevant to the academic area.

15C.5 Professional Responsibilities

Faculty members are expected also to fulfill the specific requirements listed below:

- a. Attend and participate in college wide meetings, division meetings, college/district standing committees, subdivision and/or task force meetings;
- b. Participate in orientation, commencement, and on-campus staff development activities;
- c. Participate in program and subject area improvement tasks, such as revising and developing curricula, program review, articulation, and mentoring students and adjunct faculty member;
- d. Meet deadlines and submittal of grades and census reports;
- e. Where appropriate participate in advisory committees and maintain contacts with other educational institutions, organizations, businesses or industry.

Discretionary professional activities include but are not limited to holding memberships in the Faculty Senates, joint College/District/Faculty Association Committees, College/District ad hoc committees, regional, state, national or international professional organizations, and/or student clubs or activity advising. Faculty may also participate in outreach/marketing activities to other educational segments and the community.

15C.6 Additional Specific Standards for Instructional Faculty

- a. Delivering coherent lectures.
- b. Creating assignments that serve instructional goals
- c. Creating exams and/or other evaluative assignments that test for mastery of course content.
- d. Creating course materials that serve instructional goals.
- e. Organizing course content so that it encompasses authorized course outlines.
- f. Identifying basic and essential concepts and developing pertinent materials and strategies that will assist students in understanding the core subject matter.
- g. Preparing carefully and organizing a course of instruction which adheres to the objectives and suggested materials listed in the course outline, and which encourages student use of campus resource centers and laboratories. If faculty within a team teaching (see Article 10D 2.c for definition) class have adopted a required text, that text must be used unless the faculty in the affected class agree to an exception.
- h. Teaching with imagination, vigor, and clarity, attempting to provide a framework of learning which consciously places topics in a well-knit relationship one to the other.

- i. Applying new technologies in the delivery of instruction where appropriate.
- j. Working collaboratively in the enrollment management process as described in the Enrollment Management Article of this contract.

15C.7 Additional Specific Standards for Counselors

- a. Working in and supporting a collaborative Counseling Division team environment.
- b. Demonstrating a wide variety of counseling skills (listening, interviewing, trusting, encouraging, flexible, resourceful, fair) and counseling techniques while providing academic, career, and personal counseling services.
- c. Demonstrating a high degree of accuracy when providing information concerning college/university transfer, degree requirements, college/district procedures and course curriculum.
- d. Applying new technologies in the delivery of counseling services.
- e. Developing and implementing new/revised projects, programs, and activities in accordance with the Counseling Divisions' Adopted Goals and Objectives.
- f. Developing liaisons between the Counseling Division and Instructional Divisions, serving on committees, and achieving familiarity with college and district goals and policies.
- g. When applicable to a particular coordination assignment, demonstrating leadership and advocacy in collaboration with other staff in a particular unit.
- h. When applicable to a particular coordination assignment, demonstrating planning and vision in delivering counseling and student support services.
- i. Working collaboratively in the enrollment management process as described in the Enrollment Management Article of this contract.

15C.8 Additional Specific Standards for Library Faculty

- a. Working in and supporting a collaborative team environment.
- b. Developing and implementing new/revised projects, programs and plans in accordance with the Adopted Goals and Objectives of the Learning Resources Program.
- c. Promoting student and staff access to use of the library through comprehensive reference service and bibliographic instruction.
- d. Contributing to building, organizing, and maintaining library collections, including implementing electronic access to information.
- e. Teaching students in class orientations, individually, and through Library Skills courses.
- f. Developing liaisons between the library and instructional faculty, serving on committees and achieving familiarity with college and district goals and policies.
- g. Applying new technologies in the delivery of library services.

- h. Working collaboratively in the enrollment management process as described in the Enrollment Management Article of this contract.

15C.9 Additional Specific Standards for Instructors on Special Assignment

In consultation with the evaluatee and the supervisor, the committee will develop standards appropriate to each Instructor on Special Assignment. The standards shall be clearly related to the special assignment and comparable in their level of specificity to the standards described above for the other categories of faculty. The standards shall be approved in writing by the appropriate Vice-President, within three weeks of the first day of service. Working collaboratively in the enrollment management process as described in the Enrollment Management Article of this contract is an expectation.

15D. Frequency and Timeline

There are two different types of evaluation, regular and non-scheduled. Each type must follow the standards and timelines articulated in this article.

All tenured faculty will undergo a regular evaluation once every three (3) years.

A non-scheduled evaluation will only occur under the conditions stated in 15D.2 below. The process for an unscheduled evaluation is the same as for a regular evaluation except for the special expectations articulated in 15D.2 and 15D.3a below.

15D.1 Regular Evaluation. Evaluation for an individual faculty member shall occur once every three years.

15D.2 Non-Scheduled Evaluations. If the Vice President for Academic Services or Student Services becomes aware of faculty performance issues which appear to indicate a need for improvement, the Vice President shall consult with the faculty members' most recent peer review committee, and the committee will consider and may recommend options for a follow-up non-scheduled evaluation. It is understood that this non-scheduled evaluation will take place out of sequence from the three (3) year evaluation cycle described in 15D.1 above. A meeting with the faculty member and the committee shall occur prior to any recommendation for a non-scheduled evaluation.

15D.3 Timelines for Scheduled and Non-Scheduled Evaluations. The entire evaluation shall take place within a single semester, with the documents to the Vice President by the end of the semester. The following timeline shall be observed during the semester in which the review takes place:

- a. For non-scheduled application only: Identification of, and notice to, an evaluatee and their most recent evaluation committee within 30 days

of the date upon which the Vice President became aware of issues nominally indicating a need for improvement (applies to non-scheduled evaluation only);

- b. Submission by the Peer Review Committee of their Peer Review Report, to the evaluatee, in a private confidential meeting, by the end of the semester;
- c. A copy of the Peer Review Committee's Report and all supporting documents, with the evaluatee's response, shall be routed to the Dean, Vice President and President, and then forwarded to the evaluatee's District personnel folder.

15E. Evaluation Components and Procedures

Training sessions for performing evaluations shall be conducted on an annual basis as part of Faculty Association activities. Each Division Dean shall be required, by the end of the third week of the academic year, to submit a schedule for conducting tenured faculty evaluations to the appropriate Vice-President.

The training shall be conducted by the Faculty Association at each college and shall consist of the following:

- a. Following the stated timelines in this article;
- b. Providing guidelines for the use of the negotiated evaluation forms.

The tenured evaluation process is faculty driven and detailed below.

15E.1 Professional Review Report prepared by the tenured faculty member being reviewed and submitted to the Tenure Review Committee (three to eight pages): an assessment of performance in relation to each of the Faculty Standards:

- a. Excellence in Working with Students
- b. Collegial Participation
- c. Professional and Personal Enrichment
- d. Professional Responsibilities
- e. Additional Specific Standards, if applicable
- f. Discussion of achievements as well as problems or issues

15E.2 Supporting Materials (attached to Professional Review Report)

All supporting materials, as defined in sections a, b, and c below, shall pertain to the timeframe since the last scheduled evaluation.

- a. Course syllabi used by the instructor in two or more courses. For counselors and librarians any materials developed by the counselor or

librarian and distributed to students may be included. For faculty on special assignment, similar supplementary documentation will be expected.

- b. Negotiated student evaluation forms from at least two classes.
- c. Additional supporting materials may include work site visitations, completed final exams or class projects; retention data; standardized test results; samples of handouts; or other relevant materials.
- d. The supporting materials will be returned to the evaluatee upon completion of the report of the Peer Review Committee and review by the appropriate Vice President.

15F. Peer Review Committee Composition and Role

15F.1 Committee Composition:

a. Regular Evaluation:

The Peer Review Committee shall consist of two tenured faculty members, one of whom shall be from the faculty member's division.

The faculty member's division based committee member shall be selected from within the faculty member's division by a blind division based lottery at the first division meeting of the semester in which the evaluation is to occur. The faculty being evaluated shall have the opportunity to be present at the lottery. Once a faculty member's name has been drawn for service on a tenured faculty evaluation committee, that faculty member's name shall be set aside and removed from the lottery pool so as to insure that one faculty person will not be drawn more than once unless there are not sufficient number of faculty within the division to serve on tenured evaluation committees. The evaluatee may challenge the committee appointment by requesting a replacement. If the evaluatee so challenges this aspect of the committee make-up, the challenged committee member shall be replaced from the same group and in the same manner as the removed committee member.

A second committee member shall be selected by the evaluatee from either within or without the evaluatee's division.

b. Non-Scheduled Evaluation:

A three-member Peer Review Committee shall be created. The first member shall be a tenured faculty member selected from within faculty member's division by a blind division based lottery in the same manner as described in 15F.1.a. above. The second member shall be selected by the faculty member who is being evaluated. This member must be another tenured faculty member or administrator from another division. The third member shall be a tenured faculty member selected by mutual agreement of the division manager and the faculty member who is being evaluated.

15F.2 Committee Responsibilities:

a. Class Visits

Each committee member shall conduct a class visit. The visit shall be announced in advance to the evaluatee, and the evaluatee shall have the right to request the visit be rescheduled. The class visit shall be summarized by the committee member (evaluator) on a negotiated Class Visit Form. The report shall be a fair and accurate summary report of the facts reported on the Class Visit Form and shall be a fair and accurate summary of the judgment of the committee members.

a.1 If there is a difference of opinion between the two committee members as to performance after the completion of the class visit under 15F.2.a, then the two committee members shall make another class visit together which shall be announced in advance and shall complete a negotiated class visit form together to report on this class visit. The report shall be a fair and accurate report of the facts reported on the Class Visit Form and shall be a fair and accurate summary of the judgment of the committee members.

a.2 If there are performance deficiencies remaining after the completion of the class visit in 15F.2a.1 above, then an administrator may make another class visit which shall be announced in advance and shall then complete a negotiated class visit form to report on this class visit. The administrator's report shall be a fair and accurate report of the facts reported on the Class Visit Form and shall be a fair and accurate summary of the judgment of the administrator.

b. Summary of Student Surveys

Students shall be surveyed in no fewer than two classes. The committee shall be responsible for the distribution and collection of

the surveys. The survey form used shall be a standard negotiated form. The committee shall compile and analyze, and write a summary of the student surveys, including an item-by-item tally of the responses.

c. Examine and discuss the professional review.

The Professional Review (15E.1) shall be submitted to the peer review committee, which shall meet with the evaluatee to discuss the evaluatee's Professional Review. The discussion will assist the evaluatee in the following ways:

- (1) examining the objectives, techniques, and accomplishments in relation to the Faculty Standards,
- (2) recognizing outstanding performance,
- (3) identifying areas, if any, which are unsatisfactory and/or appear to be in need of improvement,
- (4) facilitating communication about program needs.

- d. The committee may request additional supporting materials from among those listed above.

e. Peer Review Summary

Based on the class visit reports, student surveys, and a review of the Professional Review Report, there will be a summary report prepared by all evaluators. This summary shall be a fair and accurate summary of the information provided to the committee. This summary shall also be a fair and accurate summary of the judgment made by each individual committee member. If appropriate, the summary should indicate any unsatisfactory performance and/or any area which needs improvement. The evaluatee may attach any comments to the peer review summary that goes to the supervisor.

15G. Supervisor Review and Responsibilities

All materials from the Peer Review Committee shall be forwarded to the immediate supervisor. The supervisor shall do the following:

15G.1 Review the documents.

15G.2 Write a Supervisor's Review.

15G.3 Assist faculty in examining their objectives, techniques, and accomplishments and recognize outstanding performance.

15G.4 Assist in providing resources in areas in which changes might prove beneficial to students' learning.

15G.5 Review program needs.

The Supervisor Review shall be a fair and accurate summary of the information provided to the Supervisor. The Supervisor Review shall also be a fair and accurate summary of the judgment of the Supervisor.

The Supervisor's Review is given to the evaluatee, who may attach a response. All documents are then forwarded to the appropriate Vice-President.

15H. Vice-President's Review

The Vice-President will review the documents. (If the Supervisor is the Vice-President, then Steps 15G and 15H are combined.) A meeting between the Vice-President, the evaluatee, and appropriate parties may be requested by either party or by the Peer Review Committee. The Vice-President will forward the documents through the President to the Office of Human Resources.

15I. Timeline and Limitations

It is expected that the evaluation process will be completed in one semester. The professional review, peer review, supervisor's review, and other materials prepared as part of this process shall only be used for the purposes set out in this Article.

15J. Grievance

In the event the evaluatee believes that the procedures herein have not been followed, the evaluatee may file a grievance. Nothing in this Article shall be construed to permit either the Faculty Association or a unit member to file a grievance to challenge the substance of any evaluation. Any grievance challenging the procedure utilized for an evaluation shall only first be filed after the completion of the evaluation process at issue.

15K. Role of Faculty Association

The Faculty Association shall be allowed to monitor the process at any time at the request of the evaluatee. This Faculty Association involvement shall be for the purpose of monitoring the due process aspects of the evaluation process.

ARTICLE 16. PERSONNEL RECORDS AND FILES

16A. Definition of Personnel Records and Files

Only the District's Office of Human Resources shall keep Personnel Files, as defined by *Education Code 87031*. A Personnel File shall include three parts:

- 16A.1 **The Confidential Folder** that contains ratings, reports, or records that
- were obtained prior to employment;
 - were prepared by identifiable interview committee members before or after employment;
 - were obtained in connection with a promotional examination.

A unit member cannot access this portion of the Personnel File.

- 16A.2 **The Employee Folder** that contains application papers, transcripts, credentials, contracts with the District, Board of Trustee employment letters, and any signed letters of complaint placed in the file by the procedure cited under Article 16E. The unit member has access to this portion of the Personnel File.

- 16A.3 **Employee Supplementary Folder(s)** that contain records of probationary and tenure evaluations and other evaluative material, which must have the signature of the unit member, indicating that the unit member has seen the evaluative document. The unit member has access to this portion of the Personnel File.

16B. Access to Personnel Files

Each unit member shall have a right upon presentation of official identification to request from the Office of Human Resources to review the contents of one's own Personnel File maintained in the District Office of Human Resources, as provided by *California Education Code 87031*.

- 16B.1 A representative of the unit member's choosing may accompany the unit member in this review. The representative may review the file without the presence of the unit member as long as the representative has written authorization from the unit member to review the file and provides official identification.

- 16B.2 Any review of the Personnel File shall be made in the presence of the manager or a designee responsible for the safekeeping of this file.

- 16B.3 This review shall take place at a time when the unit member is not required to render service to the District and during the normal working hours of the Department of Human Resources.

16B.4 Each time a personnel file is reviewed, the date, the identity of the person(s)'s file being reviewed, and the signature of the person opening the file shall be confidentially documented in the Personnel Log Book, with the exception of Office of Human Resources staff.

16B.5 The unit member shall have the right to place materials in his or her file which relate to evaluation. The materials shall be submitted to the Director of Human Resources, who shall place the materials in the unit member's file.

16C. College Files on Unit Members

Administrators may keep factual, active working files of a non-evaluative nature concerning a unit member's schedule, attendance, and the like. Evaluative documents must be processed through Human Resources.

16C.1 The results of any type of grievance to which a unit member is a party shall not be placed into either the Personnel File or into an administrative working file.

16D. Notification of Residential Address and Telephone Number

Each unit member will inform the Office of Human Resources of any change in name or residence address and telephone number. A Post Office box number shall not be substituted where there is an existing street address. Each unit member shall have on record in the Office of Human Resources a telephone number where the person can be reached in an emergency.

16E. Disposition of Signed Letters of Complaint

Signed letters of complaint of a derogatory nature sent to the District or College shall be directed to the appropriate College President where a unit member is employed. If a unit member is employed directly by the District, such letter shall be directed to the Chancellor. The unit member shall be notified in writing within thirty (30) days of receipt of complaint that a complaint has been made, have an opportunity to review it, and have thirty (30) days to write a response. Subsequently, both the complaint and the response, if any, shall be placed in the unit member's personnel file.

16E.1 Four years after a letter of complaint has been placed in a unit member's personnel file, the unit member may request the letter of complaint and its attachments be removed from the personnel file. This request must be approved by the College President (or Chancellor where appropriate) and the Director of Human Resources.

16F. Disposition of Unsigned Letters of Complaint

Written documents that do not contain the handwritten signature of the originator shall be immediately destroyed. No copies of such unsigned documents shall be retained in any file anywhere in the District.

ARTICLE 17. SUMMER SESSION ASSIGNMENTS

17A. Summer Assignments for Contract and Regular Unit Members

Unit members may make suggestions regarding Summer Session offerings. Summer assignments shall be offered to Contract and Regular unit members for acceptance prior to making offers to part-time (adjunct) unit members.

17B. Summer Session Wage Rates

17B.1 Contract and Regular unit members who have completed at least one (1) year of full-time service with the District, who render instructional service in the Summer Sessions or intersession, shall be compensated on the basis of the Summer Rate for Contract and Regular Faculty salary schedule.

- a. Summer Session service for July and August 2002 shall be compensated at the rates and on the salary schedule in effect for June 2002, plus a COLA/Growth adjustment of 3.39 percent.
- b. Effective Summer 2003, this schedule shall have all the columns of the full-time salary schedule, and Contract and Regular unit members shall be placed at the column/step, up to Step 14, that coincides with the unit member's current placement on the full-time salary schedule. The methodology for computing hourly rates shall be as described in Section 21G.1, including the same pro-rata percentages set forth for lecture and laboratory hours.

17B.2 Provisions for Regular and Contract Librarians, Counselors, Athletic Trainers, and the Director of Nursing who have at least one (1) year of full-time service. These unit members shall be paid for each summer service at the rate of ten percent (10%) of their annual wage, up to Step 14, for one (1) month's full-time service consisting of twenty-one (21) working days of six and one-half (6-1/2) hours each. Hours in excess of, or less than, a full month's service shall be paid at the hourly rate specified in Section 21G.1.

17B.3 Unit members who have completed less than one (1) year of full-time service with the District, including members with no full-time status, shall be compensated in accordance with Section 21G.1.

17C. Summer Session Sick Leave

17C.1 **Teaching Faculty** who work summer sessions should refer to Article 11A.2.c.

17C.2 **Librarians, Counselors and Faculty on Special Assignments** who work a full time twenty-one day assignment shall accumulate one day of sick leave for the summer session.

ARTICLE 18. PART-TIME (ADJUNCT) UNIT MEMBERS

18A. Notification of Contract and Temporary Faculty Vacancies

18A.1 The District shall notify part-time (adjunct) unit members, sixty (60) days before the beginning of each semester, inter-session and summer session, of all unit member vacancies. If a vacancy becomes available less than sixty (60) days before the beginning of a semester, inter-session or summer session, then this notification shall occur as soon as the vacancy is known to the District. Vacancies are positions not filled by permanent unit members as part of their regular assignment or as part of an overload. Notification shall be made through faculty mailboxes and on designated bulletin boards.

Part-time (adjunct) unit members shall inform the Office of Human Resources of their intent to apply for Contract and Temporary vacancies by submitting a District faculty application within a published deadline.

18A.2 Part-time (adjunct) unit members shall inform the Division Dean of their application for an adjunct vacancy by submitting a signed work agreement on the negotiated form.

18B. Employment Rights

18B.1 Each Division or similar unit that employs part-time (adjunct) unit members shall establish a seniority list of part-time (adjunct) unit members based on the first hourly employment at the specific college and a specific discipline. All part-time (adjunct) unit members must receive a satisfactory evaluation before being granted seniority based on their original date of hire. This list, the District's equal employment opportunity and program needs, (see below 18B.2) will be among the factors considered in determining continued retention or to hire outside candidates in class assignments of hourly faculty. If a part-time (adjunct) unit member has a break in service which exceeds three consecutive semesters, the person's name is to be removed from the seniority list and the person may establish a new college date of first hire upon return to paid service. A senior part-time (adjunct) unit member not given an assignment, due to a reduction in force, bumping by a Regular faculty member, low enrollment after the second week, or extreme personal reasons, shall remain on the seniority list and shall retain their seniority ranking for two (2) years.

18B.2 Program need includes, but is not limited to, an employee's qualifications to carry out the assignment and his/her education, expertise and/or demonstrated experience in the specific requirements of the assignment, employee ability to use and expose students to current information,

technology, and skills required in this assignment; employee availability at needed times; and employee's previous performance record (satisfactory or better and adherence to District Rules and Regulations).

18C. Offer of Employment

18C.1 It is understood that all Contract and Regular full-time unit members shall be offered overload assignments for extra pay up to sixty percent (60%) of a full time load before part time (adjunct) unit members are given offers of employment. It is further understood that all Contract and Regular full-time unit members shall receive summer and inter-session assignments before part time (adjunct) unit members are hired for these periods.

18C.2 Once course assignments have been made to all Contract and Regular full-time unit members, and before new part-time (adjunct) unit members may be hired, the District will whenever possible offer part-time (adjunct) unit members additional assignments until they achieve sixty percent (60%) of a full time workload within their discipline according to Section 18B.1 and 18B.2.

18C.3 Each college shall make available to part-time (adjunct) unit members the negotiated form on which part-time (adjunct) unit members shall indicate their interest and availability for an assignment each semester and inter-session or summer.

18D. Staff Development

Part-time (adjunct) unit members, required by the District to attend on-campus meetings, shall be compensated at the prevailing hourly rate for the period of the meeting. In addition, part-time (adjunct) unit members will be paid at the prevailing hourly rate for the initial orientation meeting for new faculty members and for in-service training as approved in writing by the appropriate Chief Instructional Officer or Chief Student Service Officer. Prior written approval from the Chief Instructional Officer or Chief Student Service Officer must be obtained for any compensation for in-service training. Such training, in order to be compensated, must be specifically related to the course of study taught by the individual unit member.

18E. Staff Development Committee Representative

A part-time (adjunct) unit member shall be placed on the Staff Development Committees as a representative of the part-time (adjunct) unit member.

18F. Part-Time (Adjunct) Sick Leave: Earning and Accumulating - See Article 11A.3

18G. Notification of Part-Time (Adjunct) Sick Leave

Each unit member shall be notified of the accumulated sick leave earned during the regular academic year and /or the summer session with each monthly pay warrant. (See 11A.2.e)

18H. Contract, Regular and Temporary Bumping Rights

Contract, Regular and Temporary unit members who experience a class cancellation may bump a part-time (adjunct) unit member only before the first class meeting.

18I. Evaluation

The purpose of part-time (adjunct) unit member evaluations is to ensure that the District retain part-time (adjunct) unit member who will provide students the best education possible in the context of the objectives of each academic, service, and/or career/technical program.

The evaluation process is designed to assist faculty in examining their objectives, techniques, and accomplishments and to provide a means to recognize outstanding performance. The evaluation process is also a means to identify areas in which improvement in faculty performance might benefit student learning. Evaluation may also function as a channel of communication about program needs. This policy conforms to the provisions of AB 1725 and sections 87663 and 87664 of the Education Code.

18.I.1 Guiding Principles

- a. The evaluators shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the evaluatee;
- b. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of instructors done on negotiated student evaluation forms shall be anonymous in order to protect the identity of the student;
- c. Only those forms that have been negotiated shall be used in the evaluation process;
- d. The evaluatee has the right to respond in writing to the evaluation(s).
Written responses shall become part of the evaluatee's personnel record.

- 18I.2 Part-time (adjunct) unit members shall be evaluated during the first semester of employment. This evaluation shall be peer review driven with coordination and appropriate involvement of the Division Dean. Thereafter evaluation shall be done at least once every three (3) years of employment. If there is a break in service of two academic years, the unit member will be evaluated during the first semester of reemployment.

If the evaluation finds a part-time (adjunct) unit member's performance unsatisfactory for continued employment, then a second evaluation during the same semester/term will be required by a different evaluator. The opportunity to work with a faculty mentor may be offered by the supervisor or may be requested by the part-time (adjunct) unit member. At the request of the part-time (adjunct) unit member, the Faculty Association shall function exclusively to monitor the evaluation process as to contracted procedural due process issues.

- 18I.3 Management reserves the right to conduct more frequent evaluations.

- 18I.4 The negotiated standard student evaluation forms shall be distributed and collected by the evaluator as part of the classroom visit. The negotiated standard student evaluation forms shall be summarized as part of the negotiated evaluation report. The negotiated students evaluation forms shall be anonymous and shall be returned to the part-time (adjunct) unit member at the end of the semester/term by the Division Dean/supervisor. The summary shall be a fair and accurate report of the information provided on the student evaluation forms. The evaluation report shall be a fair and accurate summary of the judgment of the individual evaluator.

- 18I.5 A qualified part-time (adjunct) unit member may perform part-time (adjunct) evaluations, as well as serve on Peer Review Committees for tenured faculty. Qualification as an evaluator is dependent upon participation in evaluation training. Training sessions for performing evaluations shall be conducted on an annual basis as part of staff development activities. Part-time (adjunct) unit members who have completed their third semester, or later, of employment in the District and who have also completed one such training session on evaluation, and who have been evaluated with above average ratings, shall be eligible to become evaluators. Compensation for completing such a training session shall be made, not to exceed three (3) hours at the substitute pay rate, as stated in Article 21.

- 18I.6 Contract, Regular and Temporary unit members who are providing service on an overload part-time (adjunct) basis are excluded from the above evaluation process. (18I.2)

18I.7 Professional Standards for Part-Time (Adjunct) Unit Members

18I.7a. Forward

Faculty at Chabot College and Las Positas College have been selected with considerable care and with particular attention to their ability to give freely of their knowledge and talents to students. Each faculty member is asked to assume the personal and professional obligations which inhere in a career as college teacher, counselor, librarian or faculty member on special assignment. The faculty are expected to be professionals with students, colleagues and staff and to demonstrate collegial participation defined as contributing to a collaborative, respectful working environment with all staff. Criteria for excellence in working with students are listed below. In addition, the applicable specific professional standards are set forth for instructional faculty, counselors, librarians and faculty on special assignment.

18I.7b. Excellence in Working with Students

- (1) Knowing their subject fields in depth, keeping up-to-date and being alert to new materials in the literature;
- (2) Challenging students and setting high expectations with full knowledge of the diversity of human qualities and learning styles;
- (3) Demonstrating sensitivity in working with students, including those of diverse racial and ethnic backgrounds, sexual orientations, and abilities;
- (4) Creating opportunities for students to assume responsibility for their own learning.

18I.7c. Additional Specific Standards for Part-Time (Adjunct) Instructional Faculty

- (1) Delivering coherent lectures.
- (2) Creating assignments that serve instructional goals.
- (3) Creating exams and/or other evaluative assignments that test for mastery of course content.
- (4) Creating course materials that serve instructional goals.
- (5) Organizing course content so that it encompasses authorized course outlines.
- (6) Identifying basic and essential concepts and developing pertinent materials and strategies that will assist students in understanding the core subject matter.
- (7) Preparing carefully and organizing a course of instruction which adheres to the objectives and suggested materials listed

in the course outline, and which encourages student use of campus resource centers and laboratories. If faculty within a team teaching (see Article 10D 2.c for definition) class have adopted a required text, that text must be used unless the faculty in the affected class agree to an exception.

- (8) Teaching with imagination, vigor, and clarity, attempting to provide a framework of learning which consciously places topics in a well-knit relationship one to the other.
- (9) Applying new technologies in the delivery of instruction where appropriate.

18I.7d. Additional Specific Standards for Part-Time (Adjunct) Counselors

- (1) Working in and supporting a collaborative Counseling Division team environment.
- (2) Demonstrating a wide variety of counseling skills (listening, interviewing, trusting, encouraging, flexible, resourceful, fair) and counseling techniques while providing academic, career, and personal counseling services.
- (3) Demonstrating a high degree of accuracy when providing information concerning college/university transfer, degree requirements, college/district procedures and course curriculum.
- (4) Applying new technologies in the delivery of counseling services.
- (5) Developing and implementing new/revised projects, programs, and activities in accordance with the Counseling Divisions' Adopted Goals and Objectives.
- (6) Developing liaisons between the Counseling Division and Instructional Divisions and achieving familiarity with college and district goals and policies.
- (7) When applicable to a particular coordination assignment, demonstrating leadership and advocacy in collaboration with other staff in a particular unit.
- (8) When applicable to a particular coordination assignment, demonstrating planning and vision in delivering counseling and student support services.

18I.7e Additional Specific Standards for Part-Time (Adjunct) Library Faculty

- (1) Working in and supporting a collaborative team environment.
- (2) Developing and implementing new/revised projects, programs and plans in accordance with the Adopted Goals and Objectives of the Learning Resources Program.

- (3) Promoting student and staff access to use of the library through comprehensive reference service and bibliographic instruction.
- (4) Contributing to building, organizing, and maintaining library collections, including implementing electronic access to information.
- (5) Teaching students in class orientations, individually, and through Library Skills courses.
- (6) Developing liaisons between the library and instructional faculty and achieving familiarity with college and district goals and policies.
- (7) Applying new technologies in the delivery of library services.

18I.7f. Additional Specific Standards for Part-Time (Adjunct) Faculty on Special Assignment

The evaluatee and the supervisor will develop standards appropriate to each Instructor on Special Assignment. The standards shall be clearly related to the special assignment and comparable in their level of specificity to the standards described above for the other categories of faculty. The standards shall be approved in writing by the appropriate Vice-President, within three weeks of the first day of service of the part-time (adjunct) unit member.

18I.8 Training for Evaluators

Qualification as an evaluator is dependent upon participation in evaluation training. Training sessions for performing evaluations shall be conducted on an annual basis as part of Staff Development activities. Each Division shall be required by the end of the fifth week of the academic year to submit a schedule to the appropriate Vice-President for conducting faculty evaluations. Each Division shall be responsible for maintaining a cadre of trained evaluators who will fulfill the Division's evaluation obligation.

18I.9 Grievance

Nothing in this Article shall be construed to permit either the Faculty Association or a unit member to file a grievance to challenge the substance of any evaluation. Any grievance challenging the procedure utilized for an evaluation shall only first be filed after the completion of the evaluation process at issue.

18J. Maximum Workload

18J.1 Part-time (adjunct) unit members shall be limited to assignments totaling no more than sixty percent (60%) of a full-time (100%) workload in any semester. This load limit is computed in terms of Computed A Hours per

week. Summer session, inter-session and office hours are excluded from the calculation.

18J.2 Under the provisions of Education Code section 87482, a part-time (adjunct) unit member may be assigned to teach more than a 60% of full-time workload limit in any one semester, classified with Temporary status, so long as such assignments are limited to no more than two semesters within any period of three consecutive years.

18J.3 Paid participation by part-time (adjunct) unit members in evaluations, staff development activities, committee work, class substitution in any class for which the unit member is not the instructor of record, or any other service of an occasional nature shall not count toward the load limit as stated in 18J.1.

18J.4 Part-time (adjunct) unit members assigned a 33.3% load (5 CAH equivalent) or higher, not counting activity hours or courses taught exclusively on an individualized mastery learning basis in a given semester, shall have the option of serving one (1) weekly office hour, to be compensated in accordance with Section 21G.

18J.5 During the first week of each semester, each part-time (adjunct) unit member who intends to provide office hours during the semester shall inform the Dean or administrator of the time and location of the office hour.

18J.6 All part-time (adjunct) unit members who elect to take a paid office hour must state the time and place of the office hour in the appropriate course syllabus which shall be on file in the appropriate division office. It is understood that office hours for part-time (adjunct) unit members do not count in the sixty percent (60%) calculation of maximum workload defined in Section 18J.1 and 18J.2.

18J.7 All part-time (adjunct) unit members shall have full access to supplies, materials, films, and duplicating in the same manner as Contract and Regular unit members have access to these resources.

18K. STRS Cash Balance Plan

All eligible part-time (adjunct) unit members shall have the option to participate in the STRS Cash Balance plan at the minimum state level which is 4% of salary paid by the District and 4% of salary paid by the unit member, subject to IRS approval.

18L. Compensation for Office Hour – See Article 21G.1.d

18M. Consideration for Full-Time Employment

Part-time (adjunct) unit members, with a minimum of four (4) years employment, may submit their District evaluations to the screening committee for both a Contract and Regular faculty position as well as a Temporary Leave Replacement position.

18N. Prior to making offers to part-time (adjunct) unit members, summer assignments shall be offered to Contract and Regular unit members.

18O. Whether cited or not, all articles of the contract cover part-time (adjunct) unit members, except for the following articles or sections of articles:

Article 8C.2 and 8C.3

Article 9A.1, 9A.2 and all of Article 9A.3 except for 9A.3b.

Article 11A.2, 11A.4, 11F, 11G, 11H, 11I, 11J

Article 12, 13, 14, 15

Article 17 with the exception of 17B.3

Article 19

Article 20A.1 b, 20A.2, 20A.4, 20A.5, 20B, 20C, 20D, 20E, 20F, 20G, 20H, 20I

Article 21A, 21C.1.a, 21C.1.c, 21C.2, 21C.3, 21D, 21E, 21F.1, 21F.2, 21F.3,
21H, 21J.1, 21J.2, 21K, 21L

Article 31

Article 32

18P. Medical Benefits – See Article 20 for Part-Time (Adjunct) unit member medical benefits.

18Q. Salary and Step Placement – See Article 21 for Part-Time (Adjunct) unit member salaries and step placement.

ARTICLE 19. PRE-RETIREMENT REDUCTION OF ANNUAL WORKLOAD
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19A. Education Code Regulation

The District shall provide for the reduction of faculty workloads in accordance with the provisions of *Education Code Sections 87483 and 22713, and Section 20815 of the Government Code*. The intent is to allow eligible Regular unit members to phase in their retirement program through reduced workloads and without loss of health or final retirement benefits.

19A.1 Age Requirements

The unit member must have reached the age of fifty-five (55) prior to reduction in workload. Unit members who are seventy (70) years old or older do not qualify under *Government Code 20815*. However, if a unit member reaches the age of seventy (70) during the academic year, he/she may continue in the program to the end of the academic year.

19A.2 Length of Service

The unit member must have been employed full time in the Chabot-Las Positas Community College District in a faculty position for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment with no break in service.

- a. Sabbaticals and other approved Leaves of Absence shall not constitute a break in service of the preceding five (5) years. Time spent on a sabbatical or other approved Leave of Absence shall not be used in computing the five (5) year full-time service requirement prescribed by the Education Code Section 87483 for pre-retirement reduction in annual workload.

19A.3 Applying for Pre-Retirement Reduction in Annual Workload

Pre-retirement reduction of annual workload must be applied for in writing by the unit member. The application may be revoked or altered only with the mutual consent of the Board of Trustees and the unit member.

- a. A unit member who desires to reduce his or her workload in accordance with this policy shall make application to the Chancellor by December 1 of the school year prior to the year when pre-retirement reduction is to become effective.

19A.4 Compensation

The unit member shall be paid a salary which is the pro-rata share of the salary that would be earned had the person not elected to exercise the option of pre-retirement reduction. The unit member shall retain all other rights and benefits for which the unit member is eligible. The unit member and the District shall continue to pay their respective portion of benefit costs as if the unit member remained in full-time employment.

19A.4a. Retirement Fund Obligations

The District and the unit member shall each contribute to the State Teachers' Retirement Fund (STRS) or Public Employees' Retirement System (PERS) as provided in Government Code Section 20815 the amount that would have been contributed if the unit member had been employed on a full-time basis.

19A.4b. Health Benefits

The unit member shall receive health benefits as provided in *Section 53201 of the Government Code* in the same manner as a full-time unit member. (Also see Article 20)

19A.4c. Computation

Pre-retirement reduction contracts granted in accordance with the provisions of this policy shall be computed as fulfilling full-time equivalent service as set forth in the provision for group medical insurance for retirees, Article 20B.1.

19A.5 Calculation of Load

The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his or her final year of service in a full-time position. A unit member may request an assignment which is fifty percent (50%) for each semester in the academic year, or any assignment which averages fifty percent (50%) or more for the academic year. The specific assignment during the school year shall be made by the Chancellor or designee after consultation with the unit member.

19A.6 Duration

The minimum period for pre-retirement reduction in load shall be one (1) year, and the maximum period for pre-retirement reduction in load shall be ten (10) years. At the end of the ten years, the unit member must retire.

19A.7 At such time as the State Legislature extends the maximum age for participation in this pre-retirement policy, it is understood that this Article shall be amended to incorporate such change.

ARTICLE 20. EMPLOYEE BENEFITS

20A. Group Insurance Benefits for Eligible Unit Members

20A.1 Group Plan Coverage

- a. The District shall provide all eligible ¹ Contract, Regular and Temporary unit members and their dependents with health, dental and vision coverage. Part-time (adjunct) unit members shall be provided medical benefits according to Section 20A.6. The District shall also provide life insurance and income protection plans to all eligible unit members. With the exception of medical benefits provided part-time (adjunct) unit members, these group benefit plans shall be fully paid by the District except that the District will contribute to the payment of health benefits an amount equivalent to the cost of the most expensive of the Health Maintenance Organization (HMO) plans in existence at the time of the signing of this Agreement. Coverage of all benefit plans shall be maintained at the current level or better unless negotiated otherwise by the Faculty Association and the District.

The Faculty Association and the District agree to meet regarding cost containment of benefits.

- b. In addition, the District shall provide a pre-tax salary deduction program (IRS-125 Plan) subject to IRS approval for the purpose of: Part One, paying for dependent care; Part Two, health plan premiums and Part Three, other approved health-related expenses. Subject to IRS approval, the maximum amount that an employee may have deducted for Part One is \$5,000 in a plan year and Part Three shall be limited to \$1,500 for the plan year.

The District shall provide all unit members with a minimum thirty (30) day notice of the annual application deadline for these pre-tax salary deduction programs. This notice shall be by intra campus mailboxes with email as an additional option.

20A.2 Group Plan Eligibility for Contract, Regular and Temporary Unit Members

Contract, Regular and Temporary unit members who are in positions requiring certification qualifications, and who render service for not less than fifty-percent (50%) of the service assignment of a full-time

¹ For unit members with less than 100% contract, see 20A.2 and 20A.4.

unit member in a similar or related position for a period of one semester or more, shall be eligible for group benefits cited in 20A.1a and 20A.1b, providing said eligible unit members are deemed eligible pursuant to the terms and conditions of the policy or plan. Also see 20A.4.

20A.3 Domestic Partner Health Benefits

For purposes of this section 20A.3, the term "domestic partners" shall be defined to include those individuals who meet the requirements for domestic partnership which are set forth in California Family Code section 297. In addition, for active unit members, domestic partners refer to opposite sex partnership.

The District shall conform to all state and/or federal laws regarding domestic partnerships. In order to conform to such said laws, the employee and/or retiree must file with the Secretary of the State of California a Declaration of Domestic Partnership as stated in Family Code section 297. The domestic partner benefit does not apply to those retirees living out of California unless such said state requires such coverage. Active employees who wish to cover a domestic partner on insurance plans offered by the District must also file with the state unless they do not qualify under state guidelines. In such instances, the employee will file an Affidavit of Domestic Partnership (Appendix B) with the District.

For retirees, it is understood that this provision applies to same sex domestic partners.

20A.4 Period of Coverage and Payment of Premiums

- a. Contract, Regular and Temporary unit members with a 100% contract shall be entitled to group benefits for the entire school year, at the District's contribution level as specified in Section 20A.1a above. Contract and Regular unit members employed for less than an academic year shall be entitled to group benefits for the actual period of employment.
- b. Contract, Regular and Temporary Unit Members With Less Than a 100% Contract for:
 - (1) **Full Year.** Contract, Regular, and Temporary unit members (see definitions in 1C.1abc) who are employed fifty percent (50%) or more for the full academic year may choose to accept one or more group benefits and shall be entitled to the selected benefits for the entire fiscal year, but

shall share the premium charges in the same ratio as their actual service assignment bears to a full-time (100%) assignment, with the unit member's share to be paid by personal payroll deduction.

- (2) **Partial Year.** Unit members employed for fifty percent (50%) or more for a period of less than an academic year, (two complete semesters) may choose to accept one or more group benefits for the actual period of employment, but shall share the premium charges with the District in the same ratio as their actual service assignment bears to a full-time (100%) assignment, with the unit member's share to be paid by personal payroll deduction.

- c. **Tax Sheltered Annuity.** Should the eligible full-time unit member choose not to accept any medical plan or program as provided by the Board of Trustees, the District shall offer the unit member a one-hundred dollar (\$100) per month Tax Sheltered Annuity, subject to IRS approval.
- d. **Exemptions.** Contract, Regular, and Temporary unit members employed for less than fifty percent (50%) of the service assignment of a full-time (100%) employee, or for a period less than a complete academic semester, shall not be entitled to group benefits. Part-time (adjunct) unit members are not entitled to group benefits.

20A.5 Other Conditions

- a. **Leave.** Unit members who are granted leaves of absence without pay in excess of thirty (30) calendar days in any school year shall not be entitled to the extension of health and welfare benefits during the inclusive dates of such leaves of absence, unless specifically granted elsewhere in this agreement. Such unit members, however, may choose to continue their enrollment in existing group insurance plans at the unit member's own expense. If the leave of absence without pay reduces a unit member's time assignment to less than full time (100%), but equal to or greater than fifty-percent (50%) of a similar or related full-time (100%) position, premium charges shall be shared by the District and the unit member under the ratio established. See 20A.4a above for partial contracts.
- b. **Reduction in Load.** If a unit member is specifically requested by the Chancellor to accept a reduction in service assignment, he or

she may continue to receive group insurance benefits as of record immediately prior to such reduction in service assignment.

- c. **Timing.** Group benefits shall become effective as of the first day of the calendar month following the month in which service to the District first begins. Group benefits for unit members whose service ends during or at the end of the school year or who are granted leave of absence without pay in excess of thirty (30) calendar days shall terminate at the end of the calendar month during which the service ends or the leave of absence begins. Unit members who terminate their employment after working a complete academic year shall have their benefits continue at the same rate through June.
- d. **Pre-July 1, 1972.** Unit members employed prior to July 1, 1972, who were employed half-time or more and for a period of at least one full quarter in the school year shall continue to receive those group benefits as of record on June 30, 1972, with the same degree of participation in premium costs.

20A.6 **Medical Benefits for Part-Time (Adjunct) Unit Members**

- a. The District shall provide medical benefits to each qualified part-time (adjunct) unit member as specified in this article. A qualified part-time (adjunct) unit member is one who:

- (1) had an annual load factor of at least .4 or more during the academic year prior to receiving benefits;
- (2) had affirmed via a signed affidavit that he/she has no other access to medical insurance where all or part of the premium is paid through some other source; and
- (3) had approval of this arrangement by the carriers.

- b. **Medical Plan**

Each qualified part-time (adjunct) unit member and his or her eligible dependents are eligible to enroll in the District's Kaiser Foundation Health Plan.

- c. **Premium Payment**

Premium payment shall be dependent upon the part-time (adjunct) unit member's annual load in the prior academic year and be subject to the following conditions:

- (1) the part-time (adjunct) unit member must enroll annually.

- (2) the program shall be dependent upon the continuation of funding as described in Education Code Sections 87860 through 87868 whereby the State pays up to one-half of the District's total cost, provided that the amount claimed by all districts in the state does not exceed the funding provided in the state budget. If state funding is less than fifty percent (50%), the District shall contribute the same percentage as the state provides. If a change occurs in the state funding to the District for this program, both the District and the Faculty Association agree to re-open negotiations on the program.
- (3) employees with loads of 4 or more shall be responsible for payment of fifty percent (50%) of the premium and the District shall be responsible for up to fifty percent (50%) of the premium coverage depending upon state reimbursement to the District.
- (4) all monthly premium payments for medical benefits will be deducted directly from the unit member's monthly paycheck. For the months the unit member does not receive a monthly paycheck, the unit member will reimburse the District by personal check or money order, which will be due on the 10th of the following month. If the premium payment is not received by the 10th of the following month, the District shall cancel the unit member's medical benefits.
- (5) Payroll deductions begin on August 31 of each year of enrollment.

d. Continuing Eligibility

Continuing eligibility shall be determined annually for the period September 1 through August 31 based upon the part-time (adjunct) unit member's assignment during the prior academic year.

Eligibility shall cease if:

- (1) the unit member's load for the prior academic year is less than .4; or
 - (2) the unit member resigns or retires from service in the District.
- e. Should coverage cease, the part-time (adjunct) unit member is eligible for COBRA rights.
 - f. The District and the Faculty Association agree that domestic partners shall be included under this article.
 - g. Should this process prove to be financially or administratively untenable, the District and the Faculty Association shall renegotiate the process for collection of premiums.

20B. Group Medical Insurance for Retirees Hired Before April 1, 1986

20B.1 Definition of Retired Employee

A "retired" employee shall be defined as one who has retired from District service and who is eligible for or is receiving a retirement allowance from the State Teachers' Retirement System or the Public Employees' Retirement System.

20B.2 Length of Service Requirement for Eligibility

For unit members employed before April 1, 1986, the District will pay the full cost of the District's medical insurance plan(s), for each unit member and spouse or approved domestic partner according to Section 20A.3 following retirement of the member provided that the employee has rendered full-time service to the District at the age of retirement, including the five (5) years immediately preceding retirement, as follows:

Age at Retirement	Full-time Service
55 Years	15 Years
56 Years	14 Years
57 Years	13 Years
58 Years	12 Years
59 Years	11 Years
60 Years	10 Years

20B.2a. A District-approved leave of absence, granted in a single Board of Trustees action to a maximum of two (2) academic semesters within the past five (5) years, shall be computed as fulfilling one year of full-time required service.

20B.2b. It is understood that if the District and the Faculty Association agree in the future to eliminate health benefit coverage for active staff, this retiree right will be preserved for unit members hired before April 1, 1986.

20B.3 Benefits will continue during the life of the retiree. Upon the death of the retiree, the retiree's spouse may continue group coverage at his/her own expense and with advance payments as determined by the District.

20B.3a. If two retired individuals are married and one passes away, then the surviving retiree is only eligible for those benefits that he/she had earned under their own service.

20B.4 The retired member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than spouse.

20B.5 District Coverage Limits

The District medical plans will be limited to the coverage provided for active staff in the case of retirees under sixty-five (65) years, or to the premiums which will replace or supplement Medicare, for retirees sixty-five (65) years of age or older. Retirees eligible for Medicare must enroll in all parts for which they are eligible. Effective January 1, 1998 the following process shall be followed:

20B.5a. When an eligible unit member notifies the District of his/her intent to retire, the District will provide the unit member with information relating to retirement benefits. At the time of retirement, the retiree must be enrolled in a District group medical insurance plan and eligible for continuance under any special requirements, which is a part of that plan.

20B.5b. Retirees eligible for Medicare Part A must also enroll in Part B. When a retired unit member or spouse who has been determined to be Medicare A eligible reaches the age of sixty-five (65), it is understood that they must enroll in both Medicare Part A and Part B during their initial enrollment period as specified by the Social Security Administration. To be eligible for the District paid Medicare Risk HMO or the Medicare Supplement (PPO), the retiree or spouse must enroll in the District program at the time of enrollment in Medicare Part A and Part B. The District will pay for Part B. If the retiree and/or his/her spouse are ineligible, he/she must show proof of the ineligibility.

20B.6 Changing Insurance Plans

Medical insurance plans can be changed from one company to another by the retiree once during the annual open enrollment period established in the District. The District agrees to notify all retirees by U.S. Mail of the annual open enrollment period at least thirty (30) days before the commencement of said period. Changes between companies for retirees will be subject to the policies in effect at that time by the insurance companies providing medical coverage. (Also see 20C.2b.)

20B.7 At the time of retirement, the retiree must be enrolled in a District group medical insurance plan and eligible for continuance under any special requirements which are a part of that plan.

20B.8 Regular faculty members who are absent because of injury or illness, and who have (1) exhausted all paid leave, (2) are on leave of absence without

pay, and (3) are eligible for Group Medical Insurance for Retirees, shall continue to receive medical benefits without a break in coverage, so long as all of the aforesaid conditions still apply.

20B.9 Unit members on pre-retirement reduction in annual workload shall receive full-time service credit under 20B.2 as if they were working full time.

20B.10 Out-of-Country Retirement Medical Coverage for Eligible Retirees

Election and Conditions:

- a. This option may be elected solely at the discretion of the retiree. It is available to all eligible current and former retirees any time they permanently move outside the U.S. where no current District retiree medical coverage exists.
- b. The retiree must state in writing to the District that permanent residence is being taken outside the country at least sixty (60) days before the move occurs.
- c. It is the retiree's sole responsibility to arrange for a personal (plus spouse) medical coverage policy with a foreign carrier. The District is not required to help in this search and is not responsible for the performance of the policy selected by the retiree.
- d. A contract for the medical coverage must be sent to the District before any payments for the coverage are made. The contract must state the monthly premium rate for a period of one year.
- e. The policy and payment method must be constructed in a way that prevents the District from incurring any tax liability (IRS or otherwise). IRS regulations preclude payment being made to the retiree. Payment must be made directly to the medical carrier.

District Responsibility:

- f. The District will pay to the retiree's foreign medical carrier a monthly amount up to the maximum monthly amount that is paid; to a carrier for working members of the bargaining unit at the time the coverage is initiated.
- g. If the cost of the foreign medical coverage contract is not stated in U.S. currency, the monthly premium to be paid by the District shall be calculated based upon the foreign exchange rate on the day of receipt of the contract at the District Office. This fixed monthly payment shall be

made by check directly to the foreign policy carrier on a monthly or quarterly basis (at the District's discretion) in U.S. funds and will not change for the duration of the one-year contract.

Retiree's Responsibility:

- h. The retiree will be responsible for any exchange rate fluctuations and will have to personally pay the difference between the exchanged funds received by the foreign carrier from the District and the cost of the policy.
- i. The retiree must notify the District in writing each quarter that he/she is in need of continuing medical coverage. Failure to provide such notification will cause the District to withhold payment to the foreign policy carrier until such notice is received.
- j. If the retiree wishes to change to a different foreign medical carrier, all the requirements and conditions noted above in paragraphs a-i must be satisfied under the new coverage policy before the change can occur. Changes can only be made during open enrollment periods or when the existing policy is no longer available.
- k. If the retiree wishes to return to the U.S. as a permanent resident, written notice of such intent must be received by the District. The retiree will be allowed back into the plan within thirty-one (31) days of losing their other coverage and choose among policies available to retirees under the conditions of the current contract with the bargaining unit.
- l. Unit members employed on or after April 1, 1986 will not be eligible for coverage as set forth in this Section.

20C. Group Medical Insurance for Retirees Hired on or after April 1, 1986

20C.1 Definition of Retired Employee

A "retired" employee shall be defined as one who has retired from District service and who is eligible for, or is receiving a retirement allowance from the State Teachers' Retirement System or the Public Employees' Retirement System.

- 20C.2 Effective January 1, 1998 all eligible unit members employed on, or after April 1, 1986, shall be able to participate in District group medical retirement benefits under the conditions stated in 20C.3, 20C.4, and 20C.5, subject to the following understanding:

- a. When an eligible unit member notifies the District of his/her intent to retire, the District will provide the unit member with information relating to retirement benefits. At the time of retirement, the retiree must be enrolled in a District group medical insurance plan, and be eligible under any special requirements which are part of that plan.
- b. Both the District and the Faculty Association recognize that carriers, plans, and coverages available to retirees may change in the future. Retirees will be allowed to continue enrollment in district plans that are available to active employees at any time in future years, subject to any restrictions imposed as stated in 20C.2a. It is understood that if in some future year, any of the current carriers are changed, the District does not have an obligation to replicate the coverage provided by a lost carrier. Additionally, both parties understand that the District's obligation does not include maintenance of a particular coverage that was available when the retiree left the District.
- c. It is understood that if the District and the Faculty Association agree in the future to drop medical benefits for active staff, this retiree right will be preserved for eligible faculty hired after April 1, 1986.
- d. Unit members on pre-retirement reduction in annual workload shall receive full-time service credit under Section 20C as if they were working full-time.

20C.3 Coverage Limits for Eligible Retirees Under the Age of Sixty-five

- a. District premium payment limits are based upon paid medical coverage provided to active employees. The District contribution to the payment of health benefits for an active employee is limited to an amount equivalent to the cost of the most expensive Health Maintenance Organization (HMO) plan(s) available to active employees during any particular year.
- b. The District contribution toward group medical coverage for the retiree and spouse, until the effected retiree or spouse reaches age sixty-five or otherwise becomes eligible for Medicare coverage, shall be limited to a percentage of the maximum health benefits premium as cited above in 20C.3a. This percentage is determined from the table shown below. This table, based upon years of service in the District and age at retirement, shows the percentage of the premium to be paid by the retiree. Beginning July 1, 2002, the retiree's co-payment shall continue at this percentage level until the retiree reaches age sixty (60) or age of retirement, whichever is later, at which time the premium cost to employee shall freeze and remain at that maximum amount and

not be increased. Any required co-payments must be made in advance to the District in order for coverage to continue.

**Schedule of Percentage Co-payments
Based on Active Employee-Paid Level of Medical Premium**

		Years of Service																											
		10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30							
Age At Retire- ment	55	X	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0							
	56	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	
	57	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0	
	58	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0	0	
	59	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0	0	0	
	60	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0	0	0	0	
	61	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0	0	0	0	0	
	62	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	63	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	64	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	65	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

The table is based on the following rule:

If age plus years of service ≥ 85 , then there is no co-payment. Each decrease of one year in either age or years of service, increases co-payment by 5%.

Squares that show an X mean that the retiree does not qualify for retirement medical coverage. (See paragraph c below.)

Example: An employee retires at age 60 with 23 years of service. The co-payment is ten-percent (10%) of the covered cost of medical benefits. (See 20C.3 for limits in coverage.) This co-payment continues until age 65. At age 65, the retiree must enroll in Medicare Parts A and B. The District will then pay for Medicare Part B and a District-approved Medicare Risk HMO plan.

- c. **Length of Service Requirement for Eligibility.** It is further understood that all retirees must meet the same conditions for continuous service before retirement as set forth in Article 20B.2 in order to qualify for District group medical benefits, namely, that the employee has rendered full-time service to the District at the age of retirement, including the five (5) years immediately preceding retirement, as follows:

Age at Retirement	Full-time Service
55 Years	15 Years
56 Years	14 Years
57 Years	13 Years
58 Years	12 Years
59 Years	11 Years
60 Years	10 Years

- d. A District-approved leave of absence granted in a single Board of Trustees action to a maximum of two (2) academic semesters within the past five (5) years shall be computed as fulfilling one (1) year of full-time required service.

20C.4 Medical Coverage for Eligible Retirees Upon Reaching Age Sixty-Five

It is understood that Medicare regulations under Federal Law may change over time, and that these regulations take precedence over this agreement in case of conflicting language.

- a. A retiree must enroll in Medicare Parts A and B during his or her initial enrollment period as specified by the Social Security Administration. If the retiree and/or his/her spouse are ineligible, he/she must show proof of the ineligibility. The District shall pay for Medicare Part B and a District approved Medicare Risk HMO plan. The District's payment will be to the highest Medicare Risk HMO. If the unit member wants the Medicare Supplement (PPO), the unit member must pay the difference.
- b. If a retiree fails to enroll in Medicare Parts A and B during the Medicare Initial Enrollment Period, as specified above, he or she must cover all penalties, financial and otherwise, for this delay.
- c. Furthermore, upon reaching age sixty-five (65), the spouse of a retiree must also enroll in Medicare Parts A and B during his or her initial enrollment period as specified by the Social Security Administration, if the spouse wishes to continue group coverage under a District-sponsored group plan.
- d. If the spouse of a retiree fails to enroll in Medicare Parts A and B during his/her Medicare Initial Enrollment Period, as specified above, he or she must cover all penalties, financial and otherwise, for this delay.
- e. If the retiree or spouse enrolls in Medicare and the other is not yet eligible for Medicare, then the one who is not eligible can continue

group coverage at the rates charged the retiree under 20C.3b until the spouse reaches age 65 or otherwise becomes eligible for Medicare coverage.

20C.5 Spousal benefits upon death of retiree

Benefits will continue during the life of the retiree. Upon the death of the retiree, the retiree's spouse may continue group coverage at his/her own expense and with advance payments as determined by the District, subject to the following:

- a. Upon reaching age sixty-five (65), the spouse of a deceased retiree must also enroll in Medicare Parts A and B during his or her initial enrollment period as specified by the Social Security Administration, if the spouse wishes to continue group coverage under a District-sponsored group plan at his/her own expense.
- b. If the spouse of a deceased retiree fails to enroll in Medicare Parts A and B during his/her Medicare Initial Enrollment Period, as specified above, he or she must cover all penalties, financial and otherwise, for this delay.

20C.6 When two District employees who are married retire, the District will pay the cost of only one medical insurance plan, to continue during their lifetimes. Should one, or both employees be required to make a co-payment, this co-payment shall be the lesser of the two. If one is deceased, then the spouse can continue the District insurance plan based on his/her own earned rights for insurance.

20C.7 Payment of Premiums for eligible dependents. The retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than the spouse.

20C.8 Medical insurance plans can be changed from one company to another by the retiree once each year during the annual open enrollment period established by the District. Changes between health carriers for retirees will be subject to the policies in effect at that time by the carriers providing medical coverage. See Article 20C.2b.

The District shall notify all retirees by U.S. Mail of the annual open enrollment period at least thirty (30) days before the commencement of said period.

20D. Group Medical Insurance for Retirees Due to Disability

- 20D.1 Coverage.** The District will continue to pay the cost of a District group medical insurance plan for each unit member and spouse following retirement of the unit member from District service due to disability, provided that the employee has attained the age of fifty (50) and has rendered ten (10) years' full-time service to the District at the age of retirement, including the five (5) years immediately preceding retirement. A District-approved leave of absence granted in a single Board action to a maximum of two (2) academic semesters within the past five (5) years shall be computed as fulfilling one (1) year of full-time required service.
- 20D.2 Definition.** A "disability-retired" unit member shall be defined as one who has involuntarily retired from service and from the District due to disability and who is receiving a disability retirement allowance from the State Teachers' Retirement System or the Public Employee's Retirement System.
- 20D.3 Term.** A disability retiree who meets the minimum service requirements of ten (10) years' full-time service, including the five (5) years immediately preceding retirement, but who has not attained the age of fifty (50) years at the time of retirement, may continue to receive medical insurance coverage from the District if the unit member chooses to continue coverage and agrees to pay quarterly the full premium due to the District in one (1) advance quarterly payment. If such payments are continued without break by the unit member until attainment of age fifty (50), the District shall at that time assume the full premium cost.
- 20D.4 Benefits** will continue during the life of the disability retiree. Upon the death of the retiree, the surviving spouse may continue Group coverage at his/her own expense and with advanced payments as determined by the District. If said retiree's spouse is employed by the District, in no instance will the District pay more than the premium cost for one (1) medical plan covering unit member and spouse.
- 20D.5** The disability-retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than spouse, to be made by quarterly advance payments to the District.
- 20D.6 Medicare Eligibility.** The District medical plans will be limited to the coverage provided for active staff or to the premiums which will replace or supplement Medicare, for disability retirees at the time the disability retiree becomes Medicare-eligible. Disability retirees eligible for Medicare must enroll in all parts for which they are eligible.

The requirements cited in 20B.5, apply to unit members who were employed on or before April 1, 1986, who are planning to take disability retirement.

The requirements cited in 20C.4, apply to unit members who were employed on or after April 1, 1986 who are planning to take disability retirement.

Specific Medicare Regulations and protections apply to disability retirements and a unit member who is retiring under STRS or PERS disability provisions must consult the Social Security Administration for details.

Changes between companies for disability retirees will be subject to the policies in effect at that time by the insurance companies providing medical coverage. Also see Article 20C.2b.

20E. Continuation of Benefits Upon Death of Unit Member

Upon the death of a unit member, the District will provide continuation of the benefits as specified in Section 20A.1 of this Article for eligible dependents through the end of the month next following ninety (90) calendar days from the date of death of the unit member. Upon the death of a unit member, the surviving spouse may continue the District's benefit programs with advance payments as determined by the District, and accepted by the insurance carrier.

20F. Medical Coverage for Active Employees who are Age Sixty-five or Older

Medical coverage for active employees who are age sixty-five (65) or older is subject to Federal Medicare Regulations and such unit members are advised to inform themselves about these regulations.

20G. Regular unit members who are absent because of injury or illness, and who have (1) exhausted all paid leave, (2) are on leave of absence without pay, and (3) who are eligible for Group Medical Insurance for Retirees, shall continue to receive medical benefits without a break in coverage, so long as all of the aforesaid conditions still apply.

20H. Unit members on pre-retirement reduction in annual workload shall receive full-time service credit as if they were working full time.

20I. Waiver of Rights by Retirees

Retirees who waive their rights to insurance benefits are ineligible for future reenrollment for benefits.

20J. Change in Family Status Notification

It is the employee's and retiree's responsibility to notify, via certified mail, the District of family status changes which may effect insurance coverage. Failure to notify the District of such changes shall cause the employee or retiree to be responsible for the cost of the insurance coverage for any period of time from the change thereafter.

ARTICLE 21. SALARIES

21A. New Model Full-Time Salary Schedule

21A.1 The District and the Faculty Association shall agree on Steps 1-15 of a new model full-time salary schedule. This schedule shall be extended to Step 25 as described below and the results shall become the full-time salary schedule for the 2002-2003 academic year.

21A.2 The New Model full-time salary schedule shall be extended through Step 25 for all classifications (columns). Members placed at Step 16 through 19 shall each receive the same annual salary as indicated at Step 15. Unit members placed at Step 20 through 24 shall each receive an additional \$2100 over the salary at Step 15. Unit members placed at Step 25 shall each receive an additional \$2100 over the salary at Step 20.

21A.3 Commencing with the beginning of the 2002-2003 academic year, the Meritorious Teaching or Service Award shall be discontinued. Any unit member who has been awarded the Meritorious Teaching or Service Award shall be minimally "grandfathered" to Step 20.

21B. Salary Adjustment Procedures Effective July 1, 2003

The procedure described below shall be performed annually and be effective at the beginning of each academic year. It involves only unrestricted dollars; unrestricted COLA, unrestricted Growth, and unrestricted wages and benefits.

21B.1 The enhancements delineated below shall constitute the annual salary increase to the faculty salary schedules, and shall be distributed retroactive to July 1, once the applicable percentages are known, following the Advanced Apportionment, or at the latest by October 1.

21B.2 COLA dollars shall be split on a district-wide 90/10 percent basis (ninety (90) percent to wage and wage-related benefits and ten (10) percent to the District allocation model).

21B.3 Funded Growth shall be distributed effective July 1 following the P2 report which usually comes out in June.

21B.4 Funded Growth shall be split on a 44/56 percent basis (forty-four (44) percent to wage and wage-related benefits, and fifty-six (56) percent to allocation model).

21B.5 COLA and Growth money determined above for wages and wage-related benefits shall be converted into a percent to be placed on the salary schedule following a fixed procedure.

21B.6 Productivity gain shall be defined as the economic value of WSCH/FTEF gain (affecting adjunct staffing levels) credited to the current year. Prior year WSCH/FTEF shall serve as the base. Growth and WSCH/FTEF targets shall be established for each ensuing academic year and FTEF allocations shall be made on that basis.

21B.7 Calculation of the Productivity Gain. The direct savings (or cost) shall be calculated in terms of the number of part-time (adjunct) FTEF saved TIMES the average cost per part-time (adjunct) instructional FTEF.

21B.8 The Productivity Gain dollars shall be distributed to the faculty salary schedules as follows:

a. For 2003-2004 academic year, fifty-five percent (55%) of the Gain shall be converted to an increase in wages and wage-related benefits for all members of the faculty. For purposes of this provision 2001-2002 shall serve as the base year. Productivity gains achieved during the 2002-2003 year shall be those used to calculate productivity gain as contemplated in 21B.6. Payment shall be provided as indicated in 21B.1.

b. For 2004-2005 academic year, sixty percent (60%) of the Gain shall be converted to an increase in wages and wage-related benefits for all members of the faculty. For purposes of this provision 2002-2003 shall serve as the base year. Productivity gains achieved during the 2003-2004 year shall be those used to calculate productivity gain as contemplated in 21B.6. Payment shall be provided as indicated in 21B.1.

c. The District and the Faculty Association shall meet and negotiate on the distribution of the Productivity Gain dollars.

21B.9 Commencing with the 2003-2004 academic year, Health Benefit premium increase costs which take effect each July 1 shall be converted to a percentage of salary and up to a maximum of 0.25% shall be deducted from the percentage derived from COLA and Funded Growth distribution to the faculty salary schedule.

21B.10 Once distributed, the salary enhancements delineated above shall never be removed even if the state takes back the money at a later date.

21B.11 At the end of a contract period, this procedure shall remain in effect until, or unless, a new procedure is instituted by the new contract.

21C. General Provisions of the Faculty Salary Schedule

21C.1 a. Unit members with Contract, Regular or Temporary status employed

with a 100% contract shall be paid an annual salary based on education and experience as further defined below. Unit members with Contract, Regular or Temporary status employed for less than a 100% contract, shall be paid a proportionate annual salary.

- b. Part-time (adjunct) unit members assigned no more than sixty percent (60%) of load shall be paid according to the Schedule of Part-Time (Adjunct) Service Rates established in Section 21G.
- c. Substitute service up to ten percent (10%) of the semester equivalent hours for a course is paid on the prevailing substitute rate of forty-five dollars (\$45.00) per hour. Substitute hours exceeding ten percent (10%) of the semester equivalent hours for a course are paid at the instructor's prevailing laboratory, lecture, or counselor/librarian/special assignment hourly rate.
- d. Full-time unit members may elect to evaluate part-time (adjunct) unit members for pay. If they make this election, pay shall be for three (3) hours of work paid on the prevailing substitute rate of forty-five dollars (\$45.00) per hour.

21C.2 Column Definition for Placement on the Full-Time Salary Schedule

Note: All degrees to be counted toward salary placement must have been earned at an institution that is regionally accredited.

Column II A) A.B. (B.S.) or

 ** B) A.B. (B.S.) plus two (2) years experience in occupation*** or

 ** C) A.A. (A.S.) or sixty (60) Semester Units plus six (6) years experience in occupation***

Column III A) M.A. (LL.B., M.B.A., etc.) or

 ** B) A.A. (A.S.) plus eight (8) years experience in occupation*** or

 ** C) A.B. (B.S.) plus four (4) years' experience in occupation***

Column IV A) M.A. (LL.B., M.B.A., etc.) with sixty (60) Upper Division **** or Graduate Semester Units or

 ** B) A.B. (B.S.) plus six (6) years experience in occupation *** or

 ** C) M.A. (LL.B., M.B.A., etc.) plus two (2) years experience in occupation***

Column V A) Doctorate (the term "Doctorate" refers to a degree earned in an accredited university in the United States. Examples of such degrees are: Ph.D., Ed.D., M.D., D.D.S., J.D. Degrees earned in universities outside the United States may be considered for this classification if such degrees are found by a competent authority recognized by the University of California or the California Department of Education to be equivalent to the Doctorate earned in the United States.)

* A technical-vocational instructor must satisfy all Minimum Qualifications or the full-time life credential requirements and the special qualifications for State Plan (VTEA reimbursement) within two (2) years.

** Categories "B" and "C" apply to faculty in technical-vocational subjects. Experience in the occupation substitutes for education.

*** Not counted as experience in placement on salary schedule.

**** Beyond those normally required for the Baccalaureate Degree.

21C.3 Elimination of Column I. Effective the 2002-2003 academic year, Column I is eliminated. All unit members in Column I prior to the 2002-2003 academic year shall be moved into Column II.

21D. Placement on Salary Schedule For New Contract or Temporary Faculty

Credit for previous experience shall, for placement purposes, be granted within one hundred twenty (120) calendar days from date of hire, as determined by the Chancellor or Director of Human Resources as follows:

21D.1 Effective the 2002-2003 academic year, step credit shall be applied on the following basis:

- a. Entering faculty may be placed as high as step seven (7) on the salary schedule.
- b. Full-time teaching, counseling, library or special assignment experience in an accredited school or college shall be credited at the rate of one (1) step for each complete year of experience.
- c. Part-time teaching counseling, library or special assignment experience in an accredited school or college, including summer work and temporary leave replacement employment, shall be aggregated into full-time equivalent years up to a limit of four (4) years.
- d. Credit for full-time work experience in an occupation directly related to the assignment shall be allowed at the rate of one (1) step for each complete

year of experience. The applicant bears the burden of proving a nexus between his/her work experience and proposed assignment.

- e. Experience as a teaching or laboratory assistant shall not be considered.
- f. For unit members teaching technical-vocational subjects, only occupational experience beyond that which is used to qualify for column placement may be applied towards step placement.

21D.2 Placement Challenge Deadline

- a. The Office of Human Resources will notify the Faculty Association of all new faculty hires. A unit member who believes he or she has been improperly placed may appeal that placement via the Faculty Association.
- b. A new full-time unit member has one hundred twenty (120) calendar days from the date of hire to file a challenge to his/her placement for the purposes of receiving retroactive pay to the date of hire. If documentation submitted after this time results in a change of initial placement, the resulting change in the member's current placement shall be effective beginning with the members' next semester and/or summer or inter-session assignment. Notwithstanding, errors in placement due to factors other than the unit member's failure to provide necessary documentation shall not be subject to this timeline governing retroactivity.

21D.3 Placement of Management Transfers

- a. **Faculty Who Became Managers and Transferred Back To Faculty**
These individuals, who were hired initially by the District to perform faculty tasks, shall retain their number of original placement years and number of accumulated years as a faculty member. The number of years of working as a manager within the District shall be added to the number of years as a faculty member for re-placement on the Faculty Salary Schedule for Contract, Regular and Temporary Faculty. These individuals also shall re-earn their prior highest placement step earned on the Schedule of Part-Time (Adjunct) Service Rates.
- b. **Managers Who Transfer Into the Faculty**
These individuals, who were hired initially by the District to perform administrative tasks as managers, shall be placed on the Faculty Salary Schedule for Contract, Regular and Temporary Faculty according to the following factors:
 - (1) Placement Factors allowable to new Contract unit members including the number of Placement Steps, and
 - (2) Number of years working full-time as a manager in the District.

21D.4 Part-Time (Overload) Service Placement

Any full-time unit member who also performs part-time (overload) service during the regular school year shall be paid on the Schedule of Part-Time (Adjunct) Service Rates. This provision shall be limited to the maximum number of steps on the Part-Time (Adjunct) Service Rates, as determined by Section 21G.1 of this agreement.

Effective the 2002-2003 academic year, Regular unit members who are on Step 1, 2 or 3 of the Schedule of Part-Time (Adjunct) Service Rates will be advanced to Step 4 on the Schedule of Part-Time (Adjunct) Service Rates. Contract and Temporary unit members who are on Step 1, 2 or 3 of the Schedule of Part-Time (Adjunct) Service Rates will be given step credit the same as the entering part-time (adjunct) faculty.

21E. Advancement on the Salary Schedule for Contract and Regular Faculty

21E.1 Continuing unit members with Contract or Regular status who complete an average of fifty six percent (56%) or more service assignment for a full academic year will advance one (1) step for each such completed year of service in the District.

a. Normal Advancement of Mid-Year Hires

Continuing Contract or Regular status unit members whose service began in the Spring semester of an academic year shall henceforth advance one (1) step at the middle of the each year, as opposed to the beginning of each academic year. Completion of at least fifty six percent (56%) or more of a full year's service assignment over the previous two regular semesters is required for step advancement.

21E.2 Unpaid leaves of absence (other than sabbatical) granted to unit members for experiences which may be presumed to be of educational benefit to the students and the District, as determined by the Sabbatical Leave Committee, shall result in service credit on the salary schedule up to one year. Application for this credit must be made in advance.

21E.3 Column changes following initial placement of a unit member will be determined by the Chancellor or designee according to the person's qualifications as of September 15 of each year. Documentation must be received by the Chancellor or designee by October 1 in order for that year's salary to be adjusted.

21E.4 Work experience, travel-study and educational training conducted by business and industry may be equated as college or university units for column advancement when all of the following conditions have been met:

a. All such activity must be directly and clearly related to the applicant's

teaching assignment;

- b. Such activity must be performed or conducted without remuneration to the applicant except in the instance of work experience;
- c. No more than one semester unit may be granted for:
 - (1) Every twenty (20) hours of formal class instruction;
 - (2) Every sixty (60) hours of work experience;
 - (3) Every three (3) weeks of travel-study.
- d. Equivalent units earned in this manner may not exceed a total of fifteen (15) per instructor within any ten (10) year period;
- e. An application for equivalent credit must be approved in advance on an individual basis by a faculty-management committee on Equivalent Credit established by the Chancellor.
- f. Only activities undertaken subsequent to employment in the District are eligible for consideration.

21F. Payment of Salaries

21F.1 Faculty Hired Prior to 1991-92. Returning faculty hired prior to 1991-92 receive their salary in twelve (12) equal payments; the first on or about July 31, the last on or about June 30.

21F.2 Faculty Hired Beginning 1991-92. Beginning in 1991-92, new faculty and faculty returning from unpaid leave receive their salary no earlier than when it has been earned in ten (10) or twelve (12) equal payments; the first on August 31, the last on July 31.

21F.3 Repayment of Unearned Salary. Any unit member who terminates his/her employment before the end of the school year will be paid as stated herein. In some instances due to early termination/separation from employment, a unit member may be required to repay his/her unearned salary to the District. Unit members (hired prior to 1991-92) are paid one-twelfth (1/12) of their annual salary on July 31 before they have rendered any service to the District. Unit members (hired beginning 1991-92) are paid one-tenth (1/10) of their annual salary on August 31 before they have rendered a full month service to the District.

- a. **Termination by Death of the Unit Member.** In the event that the unit member has terminated service due to death, the salary warrant for the month in which the unit member dies will be issued to the survivor entitled to it. Repayment of the unearned salary by the survivor will be deferred until the receipt of the District-paid life insurance proceeds and then shall be promptly paid to the District. In any event, repayment shall be made within six (6) months of the date of the unit member's death. If a unit member, who is otherwise eligible for medical benefits upon retirement (as per Article 20B.1-20B.7) dies before retirement, his/her spouse may purchase medical benefits from the District at the prevailing group rate.
- b. **Other Employment Termination.** If employment is terminated by causes other than death, the unit member shall promptly repay the unearned portion of his/her salary to the District. The payroll office may withhold the unearned portion of such unit member's salary from any money which would otherwise be paid by the District to the unit member.
- c. **Load Residuals On Termination of Employment.**
If there is a positive load residual upon termination of employment it will be compensated to the unit member. If there is a negative load residual upon termination of employment, the unit member will reimburse the District. In each instance, for load accumulation prior to July 1, 2002, the remuneration will be computed at the Laboratory Rate and the unit member's current step on the Schedule of Part-Time (Adjunct) Service Rates. Effective July 1, 2002, for load accumulation subsequent to that date, the remuneration will be computed at sixty-four percent (64%) of the unit member's current step on the Full-Time Salary Schedule, up to Step 14.

21F.4 Pay Method for Part-Time (Adjunct) Faculty and Courses Taught for Overload

- a. Part-time (Adjunct) and Contract, Regular and Temporary unit members teaching overload shall be paid by the course, except for assignments as a counselor, librarian, instructor substitute, or team-taught courses, or courses where the catalogue hour-rating cannot be easily broken down in terms of contact hours required.
- b. The pay for a course shall be computed as follows:

For lecture courses, or the part of the class assignment that consists of lecture hours

$$\text{Pay} = (\text{Lecture Unit Rating}) \times (\text{Hourly Lecture Rate}) \times 17.1$$

PLUS/OR

For laboratory courses, or the part of the class assignment that consists of laboratory hours

$$\text{Pay} = (\text{Laboratory Unit Rating}) \times (\text{Hourly Laboratory Rate}) \times 17.1$$

Effective 2003-2004 academic year, the 17.1 will increase to 17.2 and effective 2004-2005 academic year, the 17.2 will increase to 17.3.

- c. Service paid by the course for courses of semester length duration shall be made in five equal installments each semester, with payments starting at the end of the first month of service. For service paid for courses of shorter duration than a semester the amount of payments and the number of payments will depend upon the length of the course and the start and end date. If services terminate for any reason, the amount to be paid will be based upon the actual number of hours served.
- d. During the academic year, any service that is not paid by the course shall be reported on official service forms that document hours of service.

21G. Compensation for Eligible Part-Time (Adjunct and Overload) Service

21G.1 The Schedule of Part-Time (Adjunct) Service Rates

Unit members performing eligible part-time (adjunct and overload) service during the academic year shall be paid on a schedule consisting of eight (8) steps and based upon a negotiated percentage of the pro-rata calculation of the appropriate full-time faculty salary Column III, Steps 1-8.

NOTE: All regular, contract, temporary and part-time (adjunct) faculty who were on Step 6 as of June 30, 2002 of the Schedule of Part-Time (Adjunct) Service Rates will be advanced to Step 7 or 8 in accordance with Article 21I.1., effective July 1, 2002.

For the 2002-2003 academic year, the equivalent hourly rates shall be determined as follows:

- a. Effective Lecture Hour Rate = $64\% \text{ of Annual Salary} \div 525$
This rate shall be paid for "A" and "C" Hours
- b. Effective Laboratory Hour Rate = $70\% \text{ of Annual Salary} \div 700$
This rate shall be paid for "B" Hours
- c. Counseling/Librarian/Special Assignment Hour Rate = $100\% \text{ of Annual Salary} \div 1050$
This rate shall be paid for "D", "E", and "F" Hours

NOTE: This provision requires that all counselor, librarians and special assignment employed as of the 2002-2003 academic year be "grandfathered" up one step at the beginning of the 2002-2003 academic year.

- d. Office Hour Rate = \$36.00 per hour
- e. Subject to the second year funding (2002-2003) of the State Part-Time Faculty allocation (\$817,000) or any portion thereof, the District and the Faculty Association shall negotiate the expenditure of these funds. This negotiation provision is conditioned upon 1) funding approved in the 2002-2003 State of California Budget and 2) is certified at P-1 (First Principal Apportionment in February 2003). Expenditure of the funds would not occur until funding was certified at P-2 (Second Principal Apportionment) in June of 2003.

21H. Initial Placement on the Salary Schedule of Part-Time (Adjunct) Faculty

21H.1 Step credit shall be given on the following basis:

- a. Entering part-time (adjunct) faculty may be placed as high as step four (4) on the Schedule of Part-Time Service (Adjunct) Rates.
- b. Full-time teaching, counseling, library or special assignment experience in an accredited school or college shall be credited at the rate of one (1) step for each complete year of experience.
- c. Part-time teaching, counseling, library or special assignment experience in an accredited school or college, including summer work and temporary leave replacement employment shall be aggregated into full-time equivalent years.
- d. Credit for full-time work experience in an occupation directly related to the assignment shall be allowed at the rate of one (1) step for every two (2) complete years of experience. The applicant bears the burden of proving a nexus between his/her work experience and proposed assignment.
- e. Work experience other than that listed above, including experience as a teaching or laboratory assistant, shall not be considered.

21H.2 Break in Service

If a previously hired part-time (adjunct) unit member returns after a ten (10) year break in service, the initial step placement will be given in accordance with Section 21H.1, a through e.

21H.3 Verification of Experience

In order to verify step placement, it is the responsibility of the unit member to request submission of verification letters to the District Human Resources office.

- a. Letter for this purpose must be on official letterhead of the verifying institution, and be received within forty-five (45) days after Board approval of hire.
- b. Each letter must clearly state the term of the teaching employment or work experience. In addition, if this prior teaching experience was not full time, the verification letters must evidence details as to the equivalent units taught for each semester or quarter.
- c. Step placement shall not occur until verifying documentation is received. If documentation received more than forty-five (45) days after Board approval of hire results in a change of initial placement, and the unit member is retained to work subsequent semesters, the resulting change shall be effected beginning with the unit member's next semester and/or summer or inter-session assignment. Notwithstanding, errors in placement due to factors other than the unit member's failure to provide necessary documentation shall not be subject to this timeline governing retroactivity.
- d. A newly hired part-time (adjunct) unit member who believes he or she has been improperly placed may appeal that placement via the Faculty Association.

21I. Advancement on the Schedule of Part-Time (Adjunct) Service Rates

- 21I.1 After initial placement on the Schedule of Part-Time (Adjunct) Service Rates is established, the next step, and all subsequent steps, shall be earned by aggregating at least nine (9) Faculty A Hours (CAH equivalents) of full-time teaching load over two or more semesters of service at the current step. Summer session or inter-session service shall count towards this requirement; however, a unit member may advance a maximum of one (1) step in any one academic year.

21I.2 Substitute service paid on an hourly basis is excluded from the foregoing. Placement on the higher steps of the schedule is understood to provide no expectation of tenure or permanence of employment.

21I.3 Any full-time unit member who has a part-time assignment and wishes to bank workload hours will not receive step credit for the course(s).

21J. Extra Hours Compensation-Intercollegiate Athletics, Forensics and Newspaper Production Advisor

Full-time Contract and Regular unit members assigned to coaching positions in the Intercollegiate Athletics, Forensics Programs, and supervising newspaper production shall exercise Option 1 or Option 2, as set forth in the most recent separately printed Salary Schedule based on this Agreement. The exercise of any option is subject to approval and agreement by the District. The exercise of any option must be made by December 30 of the year preceding the next Fall Semester. Part-time (adjunct) unit members will be paid at twice the Option 2 dollar amount. Either Option 1 or Option 2 is to be considered all-inclusive concerning all duties, responsibilities and activities relating to the coaching of the assigned sport, forensics activity, or newspaper production.

21K. Large Enrollment Classes (see Article 10E)

21L. Summer Session Wage Rates

21L.1 Contract and Regular unit members who have completed at least one (1) year of full-time service with the District, who render instructional service in the Summer Sessions and intersession, shall be compensated on the basis of the Summer Rate for Contract and Regular Faculty salary schedule.

a. Summer Session service for July and August 2002 shall be compensated at the rates and on the salary schedule in effect for June 2002, plus a COLA/Growth adjustment of 3.39 percent.

b. Effective Summer 2003, this schedule shall have all the columns of the full-time salary schedule, and Contract and Regular unit members shall be placed at the column/step, up to Step 14, that coincides with the unit member's current placement on the full-time salary schedule. The methodology for computing hourly rates shall be as described in Section 21G.1, including the same pro-rata percentage set forth for lecture and laboratory hours.

21L.2 **Provision for Regular and Contract Librarians, Counselors, Athletic Trainers, and the Director of Nursing who have at least one (1) year of full-time service.** These unit members shall be paid for summer service at the rate of ten percent (10%) of their annual wage, up to Step 14, for one (1) month's full-time service consisting of twenty-one (21) working days of six and a half (6-1/2) hours each. Hours in excess of, or less than, a full month's

service shall be paid at the hourly rate specified in Section 21G.1.

21L.3 Unit members who have completed less than one year of full-time service with the District, including unit members with no full-time status, shall be compensated in accordance with Section 21G.1.

ARTICLE 22. FACULTY SERVICE AREAS

22A. Structure of Faculty Service Areas (FSAs)

Faculty Service Areas (FSAs) are established according to the Disciplines List, as adopted by the State Board of Governors of California Community Colleges, including any subsequent modifications thereof. The latest version of the Disciplines List shall be on file in the Office of Academic Services (OAS) and the Office of Student Services (OSS).

Faculty Service Areas are assigned on the basis of competency. All unit members include all full-time faculty and educational administrators with retreat rights who are competent and eligible to qualify for an FSA in which the faculty member has met either minimum qualifications or District competency standards set forth below. (Education Code section 87743.3)

22A.1 Minimum Qualifications. Every unit member who possesses a credential authorizing California Community College service shall be deemed to have met minimum qualifications for purposes of serving in the discipline named. (Education Code section 87355)

22A.2 Competency Standards. A unit member will be considered to have demonstrated competency in a particular FSA if the unit member has satisfied one of the following requirements:

- a. Possess a Master's degree or other advanced degree from an accredited institution in the teaching field; or
- b. Possess a Subject Matter Area Credential, i.e., is eligible to teach those primary disciplines listed on the credential or in the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" (October 1997) (including subsequent revisions) and any certificate or license required in the discipline; or
- c. Possess the Minimum Qualifications for a teaching discipline as outlined in "Minimum Qualifications for Faculty and Administrators in California Community Colleges" (October 1997) and in conjunction with the Board of Governors minimum qualifications regulations (Title 5 Sections 53400-430) or the equivalent which refers to the possibility of hiring faculty who do not possess the exact degrees listed. The use of equivalency in the Chabot-Las Positas Community College District specifies that an individual who is eligible for the applicant pool must have academic preparation at least equal to that for the required degree, or must have the degree, and/or experience equivalent to the required degree as determined by the District Equivalency Committee. (See CLPCCD Qualifications & Equivalencies for Employment); or

- d. Successfully taught as an instructor of record in the discipline of the FSA in the district for a quarter/semester length (or equivalent, including summer) credit course three (3) times in the previous five (5) years; or
- e. (To receive an additional FSA, the unit member with a Master's degree) must have completed in the additional discipline the equivalent of 24 semester units, of which 12 must be upper division or graduate level; or
- f. (For counselors or librarians) have performed in the District the duties at least 20% of the hours per week indicated for a full load in assignment described in Article 10 of the CLPFA Agreement, for at least three (3) different quarters/semesters, in addition to the Master's degree or equivalent; or
- g. (In those fields not requiring a Master's degree), possess the combination of degree and work experience as stipulated in the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" (October 1997), including subsequent revisions.

22B. Cross-Listed Courses

A unit member teaching a course cross-listed in more than one discipline who meets the minimum qualifications, or has an equivalency for only one discipline in the cross-list, is eligible to earn an FSA only in the discipline in which the unit member meets the minimum qualifications or competency standard.

22C. Initial Assignment of Faculty Hired after adoption of policy

22C.1 Newly hired unit member may request and receive advice by a designated representative from the Academic Senate and the Office of Academic Services (for faculty assignments within its jurisdiction) or the Office of Student Services (for faculty assignments within its jurisdiction) in filing appropriate FSA documents. The Office of Academic Services will assign FSAs for that portion of assignment outside Student Services.

22C.2 The Office of Academic Services (OAS) or Office of Student Services (OSS) verifies academic and professional qualifications and assigns FSAs subject to the appeals process outlined in Section V. below.

22D. Annual Application Process

22D.1 The opportunity for unit members and Educational Administrators on Staff to apply for initial or additional FSAs shall occur annually.

- 22D.2 On implementation of this policy, Academic Senate, OAS, and OSS representatives will provide assistance to all divisions for the purpose of providing information to faculty members on the FSA application process.
- 22D.3 The Faculty Association and Academic Senate will, in consultation with management, design forms that lead each faculty person through the process of self-identifying appropriate FSAs.
- 22D.4 Applications shall be submitted on forms approved by the OAS/OSS.
- 22D.5 All applications for a new or additional FSA must be submitted to and received by OAS or OSS on or before February 15. (Education Code 87743.3) A faculty applicant under this policy must be either a member of the bargaining unit when the application is made or an educational administrator with retreat rights, or a unit member on layoff status with rehire rights under the Education Code or the collective bargaining agreement.
- 22D.6 It will be the responsibility of OAS/OSS to verify academic credentials and claims for FSA eligibility. The OAS/OSS shall issue its decision on any application by March 15.
- 22D.7 Approved FSA assignments will be forwarded to the applicant's personnel file.
- 22D.8 Failure of a unit member to have demonstrated competency in accordance with minimum qualifications and competency standards outlined in section I. shall constitute a basis for denial of the unit member's application.
- 22D.9 Denials of FSA applications will be forwarded in writing to the unit member by March 15. The denial shall specify the deadline for filing an appeal with the District Equivalency Committee. The denial shall set forth the basis for its action with reasonable particularity.

22E. Appeal Process

- 22E.1 A unit member who believes this policy has been applied in error may appeal to the District Equivalency Committee (DEC) citing the specifics of the perceived misapplications, misinterpretations and/or violations.
- 22E.2 Membership of the DEC to resolve disputes shall include a representative appointed by the Faculty Association, a representative appointed by the Academic Senate of the applicant's college, and a representative of the OAS/OSS from the college of service.

- 22E.3 Unit members may request assistance from the Faculty Association in challenging any FSA denial.
- 22E.4 Any appeal must be filed with the District Equivalency Committee within seven (7) workdays after the decision of the OAS/OSS has been received by the unit member.
- 22E.5 Applicants are responsible for providing needed documentation.
- 22E.6 DEC members shall review the terms of each appeal carefully to assure valid application of those provisions.
- 22E.7 The DEC shall issue its decision within fourteen (14) calendar days after an appeal has been filed. The DEC shall specify the basis for its decision with reasonable particularity.
- 22E.8 Final decisions by the DEC are subject to further appeal pursuant to the grievance procedure set forth in the collective bargaining agreement (Ed. C. 87743.3) and within the provisions set forth below. There shall be no Level I step of the grievance procedure and the written grievance shall be filed at Level II within thirty-five (35) days after the decision is served by the DEC. The DEC shall cause its decision to be served personally or by certified mail, return receipt requested. Hereinafter grievance shall follow steps as outlined in collective bargaining agreement.

ARTICLE 23. PAST PRACTICES

This Agreement shall supersede any and all existing or prior verbal or written rules, regulations, resolutions, policy statements, customs, practices and alleged past practices of the Board of Trustees or management in regard to the subject matter of the Agreement that may be contrary or inconsistent with the terms of this Agreement.

ARTICLE 24. SAVINGS PROVISION

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

ARTICLE 25. DURATION

The terms of this Agreement shall be effective upon the ratification/approval process which concludes with the signing of this Agreement, except as otherwise provided. This Agreement shall remain in full force and effect up to and including June 30, 2005 and will continue in full force and effect year to year thereafter unless either party gives written notice to the other by November 2004 of its intention to modify, terminate or amend the Agreement, or by any November in any year thereafter.

ARTICLE 26. ACADEMIC FREEDOM

The District will not violate the state or federal constitutional rights of bargaining unit members as a condition of employment with the District. This prohibition against violation of constitutional rights shall be equally applicable to private lives of unit members, the public lives of unit members and the professional lives of unit members.

ARTICLE 27. DISCIPLINE

- 27A. **Dismissal.** Unit members shall be subject to discipline in the form of dismissal from employment, pursuant to provisions of the California Education Code. Dismissal under this Section A shall not be grievable under Article 7, Grievance Procedures, of this Agreement.
- 27B. **Discipline Other Than Dismissal.** Except for discipline in the form of dismissal which is covered under Section A immediately above, all other forms of discipline shall be governed by this Section B.
- 27B.1 **Progressive Discipline.** The District shall implement progressive discipline for those matters set forth in this section B. The District may consider any mitigating circumstances when deciding on appropriate discipline. In some cases progressive discipline may not be warranted due to the serious nature of the employee infraction (including but not limited to examples such as gross insubordination, theft, etc.).
- 27B.2 **Causes for the discipline under this Section B.** Just cause is required for discipline under this Section B. Causes for the discipline under this Section B include but are not limited to:
- a. Violation of any provision of this Agreement by a unit member.
 - b. Any of the causes for discipline set forth in California Education Code Section 87732.
- 27B.3 The provisions of Article 7, Grievance Procedure, shall apply to both disciplinary documents which are placed in the unit member's personnel file and to discipline in the form of suspension without pay.
- 27B.4 The ninety (90) day notice period and any other procedural requirements for discipline under the Education Code, shall not be applicable to discipline under this Section B.
- 27C. **Contract Unit Members.** Nothing in this Article shall be construed to in any way limit or otherwise inhibit the District from exercising its authority to deny renewal of a Contract unit member's contract, or to refrain from granting tenure to a Contract unit member under applicable provisions of the California Education Code.

ARTICLE 28. EFFECTS OF CONTROLLED SUBSTANCE ABUSE

28A. Utilization of Employee Assistance Program (EAP)

Unit members who avail themselves of the services of the EAP shall have the following protections:

28A.1 The unit member shall be guaranteed the right to confidentiality and privacy.

Pursuant to California Government Code Section 53202.25, when in the possession of the local agency, applications, claims and all individual records of persons entitled to benefits from any policies or plans established pursuant to this article shall be confidential and shall not be disclosed to anyone except to the extent expressly authorized in the applicant, claim or policy insofar as it may be necessary for the administration of the EAP or upon order of a court of competent jurisdiction.

- a. The EAP participation shall not be placed in the unit member's Personnel File or alluded to therein.
- b. Records of the EAP contacts shall be kept at the appropriate treatment facility and may not be released without the unit member's written consent, except where required by law.
- c. All EAP interactions among personnel will be afforded strict confidentiality.

28A.2 Unit member participation in EAP is voluntary.

28A.3 If the unit member's EAP contact is disclosed to the District, then:

- a. The District shall not discipline the unit member for said treatment.
- b. The unit member shall be held harmless by the District with respect to job security. The unit member may be placed in an accommodated position if necessary.
- c. The unit member shall receive necessary ADA accommodations to class schedule in order to attend medically prescribed treatment

- d. The unit member shall be allowed to use available paid and unpaid leave time, including disability leave, for extended medical treatment when necessary.
- e. The unit member shall not be barred from promotion or the granting of leaves or other reasonable job benefits because of this treatment.
- f. The unit member's health insurance provider will not be notified of said treatment by the District.

28A.4 The District still maintains the right to discipline unit members for actual drug or alcohol use but not for participation in EAP.

28B. Mandatory Drug and Alcohol Testing of Unit Members Driving District Vehicles

Pursuant to 49 Code of Federal Regulations, unit members who drive District vehicles which require a Class B driver's License must be randomly tested for drug and/or alcohol use. The following guidelines will be followed:

28B.1 The unit member/driver shall be guaranteed the right to privacy and confidentiality as to the results of the test.

Pursuant to 49 Federal Code of Regulations, Section 382.405(a), the District shall not release driver information that is contained in the medical record of the test except as required by law.

- a. The test results shall not be placed in the unit member/driver's Personnel File.
- b. All test results shall be placed in a secure location in the District with limited access and shall only be revealed to authorized agents of the District or the Federal Highway Administration.
- c. Tests shall take place in a secure location that affords visual and aural privacy to prevent unauthorized persons from seeing or hearing test results.
- d. Urine specimens shall be kept within sight of the unit member/driver and the collection site person until they are ready for shipment.

28B.2 The test shall not proceed until the unit member/driver is provided reasonable notice of the test.

- a. Pursuant to 49 Federal Code of Regulations, Section 382.113, before performing a mandatory alcohol or controlled substance test, the District shall notify the unit member/driver that the test is required.

28B.3 The test shall not proceed until positive identification is made of the unit member/driver.

- a. If the unit member/driver refuses to sign the test form or fails to provide an adequate amount of breath for the alcohol test without a reasonably valid medical reason, the District may determine the circumstances to be a refusal to test.
- b. If the unit member/driver fails to provide an adequate amount of breath for the alcohol test, and the unit member/driver claims a medical reason for the inadequacy, the unit member/driver shall provide the District with an evaluation from a licensed physician, who is acceptable to the District, concerning the unit member/driver's ability to provide adequate breath.

- (1) If the physician determines there is a valid medical reason precluding the unit member/driver from providing adequate breath for alcohol testing, then the unit member/driver's failure to provide the adequate breath for alcohol testing shall not be deemed a refusal to test.

- (2) If the physician is unable to determine a valid medical reason for the unit member/driver to have inadequate breath for alcohol testing, then the unit member/driver's failure to provide adequate breath for alcohol testing shall be considered to be a refusal to test.

- c. If a unit member/driver refuses to take the test without giving a valid medical excuse from a physician, the District shall view this refusal as a positive test result.

28B.4 The unit member/driver shall have the right to the results of the test.

- a. Pursuant to 49 Code of Federal Regulations, Section 405(b), the unit member/driver is entitled, upon written request, to obtain copies of any records pertaining to the unit member/driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance tests. The District shall promptly

provide these records to the unit member/driver. Access of the records shall not be contingent upon payment of a fee.

- b. The unit member/driver shall have the opportunity to verify the results of the test to make sure the result printed by the testing unit matches the result displayed visually.

28B.5 If the results of the test are positive, the following shall apply:

- a. The unit member/driver shall have the right to have the body fluid sample retested at a reputable control laboratory to ascertain the possibility of a false positive. The District shall pay for one such retesting.
- b. The unit member/driver shall receive all appropriate due process notices and procedures for any potential disciplinary action which arises from this finding. This due process notice shall include, but not be limited to, a hearing to adjudicate the issues. The hearing shall be attended by a representative of the Faculty Association as well as appropriate members of management.
- c. The unit member/driver shall be held harmless by the District with regard to job security. The unit member/driver may be placed in an accommodated position which does not require the unit member/driver to drive a District vehicle.
- d. The unit member/driver shall receive class schedule accommodations in order to attend medically prescribed drug or alcohol abuse treatment when such treatment can only be obtained during the unit member's scheduled work day.
- e. The unit member/driver shall be allowed to use paid and unpaid leave time, including disability leave, for extended medical treatment when necessary.
- f. The unit member/driver shall not be barred from promotion or the granting of leaves or other reasonable job benefits because of these test results.
- g. The unit member/driver's health insurance provider shall not be notified of the test results by the District.

ARTICLE 29. ENROLLMENT MANAGEMENT

29A. Productivity Assessment

There will be a District Enrollment Management Committee (DEMC), described in Section C. The District and the Faculty Association agree to enter into development of a common understanding of the issues, methods and data to be examined in the assessment of organizational productivity. The DEMC shall also develop a common understanding of the issues, methods, and data to be utilized in order to set appropriate WSCH/FTEF targets for the colleges.

The DEMC shall annually receive \$20,000 to be divided between the two CEMCs to be used to support cost-effective (defined in 29B. below) productivity improvement activities. In addition, a contingency of \$20,000 will be available to the DEMC to allocate after the initial allocations to the colleges are used.

Each CEMC shall annually provide a prioritized list of planned activities designed to achieve cost-effective productivity improvements. This list shall consist of activities initiated in the disciplines as well as activities initiated by the CEMCs. This list shall consist of activities requiring financial support as well as activities requiring no additional financial support. The prioritization and implementation timelines of these activities will be voted on by the members of the CEMCs and the list will be forwarded to the DEMC for additional allocations if appropriate.

Each CEMC will receive five (5) CAH release time (or equivalent stipend) per semester.

29B. Basic Principles. The District and the Faculty Association agree that the following principles shall be the basis for productivity assessments in the District:

29B.1 Improvements in the District's economic productivity must not be achieved at the cost each college's academic quality;

29B.2 Improvements in the District's economic productivity must be pursued and achieved by cooperation of managerial staff, classified staff and faculty staff equally;

29B.3 Improvements in the District's economic productivity shall be based upon accurate data pertinent to the issues being examined. The District and the Faculty Association shall jointly determine which data meets this requirement;

29B.4 Improvements in the District's academic productivity must not be achieved through economic expenditures that threaten the District's economic survival;

29B.5 Improvements in the District's economic and academic productivity must be achieved in conjunction with, and not at the expense of, student access, student success and student retention.

29C. **District Enrollment Management Committee (DEMC).** The District and the Faculty Association agree to the formation of a District Enrollment Management Committee. The Committee shall be composed of four representatives appointed by the Faculty Association, including one faculty representative from each College Enrollment Management Committee described in Section 29E, and four representatives of the District appointed by the Chancellor, including each College President or their designee, and appropriate non-voting staff as necessary. The committee shall have appropriate support services and unimpeded access to all relevant data.

29D. **Establishing District/College WSCH/FTEF Goals.** The WSCH/FTEF goals for each college and the District shall be established on an annual basis by the District, after consulting with the DEMC, as part of the District's annual budget development process. The WSCH/FTEF goal(s) will be established within the framework of a balanced budget. The colleges shall not exceed their FTEF allocation. WSCH/FTEF goals shall be met fairly and equitably across each division of the college based upon their capabilities. The DEMC shall also make recommendations to the CEMCs, the Faculty Association and the District about cost-effective productivity innovations and procedures to be implemented in the future.

29E. **College Enrollment Management Committee (CEMC).** Each college will have a College Enrollment Management Committee. The CEMC shall be composed of four representatives appointed by the Faculty Association and four representatives appointed by the College President, as well as non-voting support staff as necessary. The committee will be chaired by a faculty member. The CEMC will make recommendations as described below and will serve as a resource to the faculty on the planning for and implementation of cost-effective productivity goals. The CEMC shall be responsible for recommending annual WSCH/FTEF goals to the DEMC and the College President, for each of the disciplines or groupings of disciplines, and workload goals for other services.

29E.1 **Establishing Discipline Performance Productivity Goals.** At the college level, the CEMC will recommend annual WSCH/FTEF goals for each of the disciplines or grouping of disciplines, and the workload goals for the other services, in order for the college to attain its overall assigned workload goals. The goals will be based on the data from the previous three (3) academic years, also using the latest Fall SWOXEN report available.

- 29E.2 Contractually agreed upon factors such as room availability, teaching methodology, class size, State imposed professional standards, etc., will be taken into account when determining college WSCH/FTEF goals. The CEMC shall consult each discipline prior to recommending the discipline's goals. The CEMC shall provide the discipline with all the necessary resources (i.e., enrollment data, SWOXEN reports, analysis of enrollment trends, comparison of WSCH/FTEF at other community colleges in the Bay Ten, etc.) to formulate the discipline's goals.
- 29E.3 Adjustments in the goals shall be made by the CEMC in cases where the committee used insufficient and/or erroneous data. In the event that the CEMC is unable to recommend discipline WSCH/FTEF goals, the Vice President shall set the discipline's goals.
- 29E.4 **Discipline Plan.** Each discipline, or grouping of disciplines, will work with the Dean and the CEMC to develop a plan for achieving their recommended WSCH/FTEF goal to be submitted to the responsible Vice President. The discipline, or grouping of disciplines, can exceed or go below contractual or past practice class size maximums or class size minimums, as long as their division plan achieves their WSCH/FTEF goal and serves student needs and enrollment patterns. This plan must be submitted in time to facilitate timely scheduling. There will be an opportunity for a minority opinion to be stated and attached to each plan. The College President will ultimately approve or impose a plan in time for scheduling. A discipline may consult with the CEMC at any time in this process.
- 29E.5 **Evaluation.** Each discipline's success in achieving its WSCH/FTEF goals will be evaluated by the responsible Vice President as soon as appropriate enrollment and census data are available. If the discipline fails to meet its WSCH/FTEF goals, a subcommittee appointed by the CEMC will convene and will work with the discipline to develop a revised plan for achieving the discipline's WSCH/FTEF goals. The discipline may consult with the CEMC at any time in this process.
- 29E.6 The appropriate Dean will then review the new plan. If the Dean does not believe the plan is workable or will cause an adverse impact on students, the Dean in consultation with the responsible Vice President may revise the plan. In such cases, the Dean will inform the faculty and the CEMC why the plan is being revised and will propose alternatives. The Dean and the discipline will make a concerted effort to write a plan that is approved by the Dean. The Dean will ultimately approve or impose a plan in consultation with the responsible Vice President to meet the schedule deadline.

- 29E.7 In the first year of this contract, the Counseling Division at each college, including the Dean and the faculty members, will create the Counseling Division's annual discipline plan. This document will include things such as activities, timelines, accountability strategies, etc. The two divisions will meet and confer in time to submit this document to the CEMC and DEMC by May 15, 2003.
- 29E.8 The District and the Faculty Association agree that each year of this agreement the CEMCs will recommend revisions and upgrades for this article to the DEMC. After proper consideration, the DEMC will formally adopt certain of these recommendations and enter them into the agreement as a side letter.

ARTICLE 30. INTELLECTUAL PROPERTY

It is the policy of the Chabot-Las Positas Community College District to encourage unit members to create materials as an inherent part of the educational mission of the colleges.

The Vice Presidents have the primary responsibility for administering this policy.

30A. Definitions

30A.1 Materials include, but are not limited to, those listed below:

- a. Books, texts, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests, proposals, manuscripts, poems, essays, and memoranda;
- b. Lectures, musical or dramatic compositions (including accompanying words), and unpublished manuscripts;
- c. Films, filmstrips, slides, charts, transparencies, and other visual aids;
- d. Video and audio tapes and cassettes;
- e. Live video or audio broadcasts;
- f. Programmed and instructional materials;
- g. Computer programs and/or software in any medium;
- h. Works of art or models;
- i. Processes;
- j. Machines;
- k. Manufacture of tools and other articles;
- l. Chemical compositions;
- m. Scientific and musical instruments;
- n. Sound recordings;
- o. Architectural works;
- p. Interactive audio/visual software systems in any medium;

- q. Data collection instruments for conference workshop presentation;
- r. Materials for conference presentations;
- s. Dramatic works, including any accompanying music, lectures, and unpublished scripts.

30A.2 In this regulation, the term “primarily relied on” shall mean the following:

If the copyrightable or patented material is prepared because the District supplies extra or special support directly for that purpose, the product is considered substantially supported by the District and there is additional resource cost to the District. “Extra” or special District support includes those support costs which would not have been incurred by the District in the absence of the development of the project. For example, concurrent use of District facilities generally does not generate additional out-of-pocket costs to the District. However, if extra or special District support is provided, the District will specify that extra or special support in writing and will normally retain copyright.

30B. **Ownership**

Upon a unit member’s disclosure to the District of a patentable work, the District and its employees and agents shall maintain said disclosure in strict confidentiality.

The ownership and disposition of materials will fall into one of the following categories:

30B.1 Ownership Rights of Faculty

- a. Ownership of copyrights or patents, including royalties derived from materials, developed by unit members outside their normal teaching, scholarly, or employment activities shall belong exclusively to the unit member whether these materials are related to the unit member’s employer or not.
- b. Ownership of copyrights or patents, including royalties derived from materials, developed by unit members during their normal teaching, scholarly, or employment activities when unit members have not primarily relied on District facilities, equipment or support services, shall belong exclusively to the unit member(s) who developed the materials.

- c. Ownership of copyrights or patents, including royalties derived from materials developed by unit members during their normal teaching, scholarly, sabbatical, workload banked or other employment activities when the unit members primarily relied on District facilities, equipment, or support services, shall belong exclusively to the unit member subject to the following conditions:

- (1) The District retains the right to recover its developmental costs associated with the creation of the materials when the unit member has primarily relied on District resources to create the materials. The Vice President(s) or designee, and the unit member who developed the material shall determine the district's developmental costs, which will be based on the unit member's primary reliance on and/or use of the District's facilities, equipment, or support services. Together they shall also determine the methods by which the developmental costs shall be recovered.
- (2) In the case of a disagreement, a panel of three persons, consisting of a representative selected by the Vice President(s), a representative selected by the unit member who developed the materials, and a third member, mutually agreed upon by the other two, shall meet to resolve the issue.

If the unit member who developed the material is not satisfied with the outcome of the above panel, the unit member shall have one of the following remedies:

- (a) Grievance Procedure in Article 7 of this agreement.

The unit member who perceives to be aggrieved by an alleged violation of this Article shall be entitled to the usual and customary grievance remedies as provided in Article 7 of this Agreement; or

- (b) Bypass the Grievance Procedure in Article 7 of this Agreement.

A unit member who perceives to be aggrieved by an alleged violation of this Article shall be entitled to pursue the matter in a court of competent jurisdiction, without resorting to the grievance or arbitration provisions of this Agreement, provided he or she notifies the Faculty Association. If a unit member elects to seek such judicial relief, the Association shall have no jurisdiction over the case and no duty of fair

representation with respect to said action. A unit member electing such judicial remedies, by such election, waives his or her right to pursue a grievance over the matter which is the subject of said legal action. Any decision, settlement, or resolution resulting from said suit shall not be considered precedent for interpreting any provision of this Agreement.

- (3) The District shall retain the non-exclusive, non-transferable, royalty-free license to use the copyrighted or patented material developed by a unit member primarily relying on District support.

30B.2 Ownership Rights of the District

Ownership of copyright or patents, including royalties derived from materials developed as part of specifically ordered and funded projects commissioned by the District, shall reside in the District unless there is a written agreement regarding ownership between all parties concerned and signed by them prior to the initiation of the project. In the event the District does not utilize and/or market the funded project which the District owns within three (3) years from the date of completion of the project, the District shall be required to show significant cause as to why ownership of copyright or patent and royalty rights should not automatically revert to the creating unit member(s). If significant cause cannot be established, materials shall automatically revert to the unit member(s) creator(s). In the event a disagreement arises over the definition of significant cause, the matter shall be referred to the three-person panel described in Section 30B.1.c.(2) above, and thereafter be pursued by the appropriate remedy as outlined in Section 30B.1.c.(2) (a) (b) above.

In any case, the District shall retain the non-exclusive, non-transferable, royalty-free license to use the copyrighted or patented material which the District commissioned and funded.

ARTICLE 31. RETRAINING LEAVE

31A. Retraining Leave

31A.1 Request for Retraining Leave

A request for retraining leave may be initiated by the unit member or management. If management initiates the retraining leave, the costs shall be absorbed by management.

31A.2 Eligibility

Unit members must have been employed by the District as a Regular unit member for at least four (4) years prior to application for retraining leave. Exceptions to this timeline will be granted by the College President or designee. The purpose of such leave is to enhance the effectiveness of unit member's on-the-job performance and to broaden the unit member's individual scope of Faculty Service Areas in the event of a reduction in force. It is understood that retraining leave shall not be exclusively confined to a reduction in force but shall be available to Regular unit members who must maintain repeated currency in a discipline in order to meet the minimum qualifications to teach in that discipline.

31A.3 Requirements

Unit members receiving such retraining leave shall be required to enroll in an accredited college or university, or some other approved program acceptable to the District, which will qualify the individual to meet the minimum qualifications and competencies necessary to provide service in the area in which he or she is preparing to work.

31A.4 Application

Application for retraining leave shall be on negotiated forms and must be filed with the appropriate College President by October 1 for Spring semester leave and by April 1 for Fall semester leave. Evidence of application for a plan of study and/or training must be submitted with the application. The application must state clearly the reason why the unit member needs to be granted the retraining leave according to the criteria for acceptance of the leave. Leaves shall be recommended to the appropriate College President and the Chancellor. The Chancellor shall have the final authority in distributing a retraining leave, but it is understood that a retraining leave shall be offered a unit member facing an immediate reduction in force if funding permits.

31A.5 Criteria for Acceptance of Retraining Leave Application

- a. Unit members who have been evaluated as in need of skills and/or knowledge upgrading, or
- b. Unit members for whom retraining is in the best interest of the District and the unit member, and
- c. Unit members who can achieve the retraining objectives in four or fewer consecutive semesters.

31A.6 Criteria for Granting Leave

To receive the leave, unit members must be accepted in an education/retraining program which will allow them to achieve the retraining objectives. Before the retraining leave begins, evidence of such acceptance shall be submitted to the appropriate College President.

31A.7 Salary

- a. Retraining leave pay shall be based on one hundred percent (100%) of the approved leave portion of the unit member's regular contract. It is understood that this salary shall be paid from Sabbatical Leave monies according to the terms set forth in Article 12A.2. Overload will be permitted based upon programmatic needs determined by the College President.
- b. While on retraining leave, the salary the unit member would have received if he/she had been in regular service shall be the basis for computing his/her compensation. Salary for retraining leave shall be paid in the same manner as that paid during regular service.
- c. Retraining leave shall count for full salary increments and health and welfare, sick leave, and retirement benefits. Credits earned while on retraining leave shall count toward advancement on the salary schedule upon receipt of official verification from an accredited institution or approved training program.
- d. Retraining leave shall not fund the cost of the unit member's retraining educational expenses (i.e. course tuition, books, etc.).

31A.8 Service Obligation

Recipients shall contract to serve the District for a period of equal to twice the length of the leave after completion of a retraining leave. In the event of failure to render such a period of service after return from retraining leave, the grantee shall indemnify the District against the loss by executing a contract with the District binding the unit member to return the

retraining leave cost through payroll deductions or by a lump sum repayment. The repayment option shall be at the District's discretion.

31A.9 Illness, Injury, Death of the Unit Member

In the case of physician documented illness or injury of the unit member while on retraining leave which prevents his/her completing the purpose of the leave, the leave will be terminated and all provisions for sick leave shall apply. If death prevents the member from fulfilling his/her agreement to return to service in the District, no repayment of salary shall be required of his/her estate. Upon return to service and prior to completion of obligatory years of service, if illness or injury qualifying for disability retirement occurs, the unit member shall be exempt from further obligation relative to his/her leave.

31A.10 Number of Retraining Leaves

The District will provide an aggregate total of one (1) FTEF retraining leave per academic year according to the provisions of the Sabbatical Leave Article 12.A.2. It is understood that some individual leaves may be provided for fractions of a full academic year's FTEF but that the total of all retraining leaves shall be one (1) FTEF per academic year from the Sabbatical Leave fund during this contract period. Upon return to service following completion of a retraining leave, the District shall make every effort to assign the unit member to his or her new area of expertise.

31A.11 Retraining Leave Report

The unit member provided a retraining leave of any type or amount shall submit a follow up report to the appropriate College President. After reviewing the report of the unit member, the College President shall forward the report to the Chancellor for Board approval. Should the Board of Trustees find upon review of the unit member's report that the report was not submitted within the required time period, or in the form and content prescribed, or that the purposes for which the leave had been granted had not been reasonably carried out, the Board of Trustees reserves the right, following consultation with the Chancellor, to take such action as may be necessary to recover the monies paid the unit member on leave. The Sabbatical Leave fund shall be credited with any such amount so recovered.

31A.12 Grievance

Grievances pertaining to this section shall be limited to procedural violations.

ARTICLE 32. STAFF DEVELOPMENT

32A. Staff Development

The Campus Staff Development Committees shall determine the authorized uses of Staff Development funds according to their internal decision making processes.

32A.1 Campus Staff Development Committees (CSDC)

It is understood that each college shall have its own structure for establishing the CSDC. It is further understood that the Faculty Association shall appoint no more than two (2) members per college committee, including a member appointee(s) who shall be a member of the College Enrollment Management Committee.

32A.2 Release Time for Faculty CSDC

Release time shall be granted to the CSDC members according to the discretion of each College.

32A.3 Flextime Responsibilities of the CSDC

Flextime. The CSDC on each campus shall create their campus flextime program for mandatory and non-mandatory flex periods. Working with the appropriate College President, the CSDC shall review their unit member proposals and recommendations for flextime presentations.

32A.4 Conference and Honorary Leave Provisions

A unit member shall have the opportunity for up to five (5) days of conference or honorary leave per academic year without loss of salary or benefits.

- a. A conference leave is an employment-related conference, institute, workshop, or institute/workshop wherein a unit member will be a recipient of research, artistic production or publications, sponsored by a professional organization, that are pertinent to their professional work assignment. This language is not intended to include courses taken by a unit member to obtain an advanced degree, or to further his/her placement on the salary schedule, or District sponsored courses or workshops.
- b. An honorary leave is an employment-related conference, institute, workshop, or institute/workshop wherein a unit member delivers a paper or speaks on his/her research, artistic production or publication,

sponsored by a professional organization.

32A.5 Conference and Honorary Leave Applications

Applicants shall submit requests for Conference and Honorary Leaves to the CSDC on the required negotiated form at least forty-five (45) calendar days in advance. Exceptions to the forty-five (45) calendar day advance application will require a written request for waiver to be submitted to the College President.

- a. Any funds remaining in the CSDC travel budget, after all approved travel taken during the fiscal year has been reimbursed by the end of the academic year, shall be carried forward to the next fiscal year.

32A.6 Conference and Honorary Leave Report

The unit member provided conference and/or honorary leave shall submit a follow-up report of said conference or honorary leave to the District representative designated at each College.

MEMORANDUM

OF

UNDERSTANDING

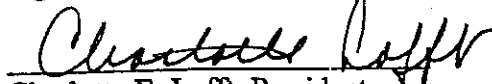
MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

May 6, 2005


It is agreed that Article 10D.10b. shall be amended to state:

- b. Regular ~~and~~ Contract ~~and~~ Temporary unit members shall have priority over part-time (adjunct) unit members for performing inter-session, summer or overload assignments up to the contractually authorized limit of overload defined in 10D.11 below. Rotational seniority shall determine the Regular ~~and~~ Contract ~~and~~ Temporary unit member who receives a particular inter-session, summer, or overload assignment when two or more qualified unit members request the same assignment. See Section 10C for a definition of rotational seniority. Temporary unit members shall receive overload, summer or inter-session assignments according to the procedures listed in Article 18 for Part-time (Adjunct) unit members. Regular, Contract, and Temporary unit members will be compensated according to the Schedule of Part-time (Adjunct) Service Rates for all overload work.

Signed and entered into this 20th day of May, 2005.



Charlotte E. Lofft, President
Chabot-Las Positas
Faculty Association



Joel Kinnamon, Acting Chancellor
Chabot-Las Positas
Community College District

11-12-02

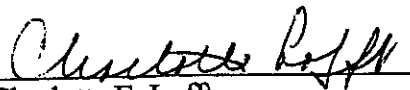
TENTATIVE AGREEMENT


BETWEEN

CHABOT-LAS POSITAS FACULTY ASSOCIATION
AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

The Faculty Association and the District agree to revise Article 10D 3 d, Workload, and replace it with the attached proposed language

Signed and entered into this 12th day of November, 2002


Charlotte E. Lofft
Chabot-Las Positas
Faculty Association


Susan A. Cota
Chabot-Las Positas
Community College District

Board Item: 9.1.a.
Board Date: November 19, 2002

10D.3.d Professional activities listed in 10D.3.c shall be considered to represent an additional five (5) hours per week ~~except for 10D.3.b.~~

TENTATIVE AGREEMENT

BETWEEN

CHABOT-LAS POSITAS FACULTY ASSOCIATION
AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

The Faculty Association and the District agree to revise Article 10E to include the following:

10E Introduction

It is understood that all Distance Education classes shall not exceed the negotiated standards for a comparable face-to-face course.

Signed and entered into this 13th day of December, 2002.

Charlotte Lofft
Charlotte Lofft
President, Chabot-Las Positas
Faculty Association

Susan Cota
Susan Cota, Ed.D.
Chancellor, Chabot-Las Positas
Community College District

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

February 20, 2004

It is agreed that Article 11J.2d of the Agreement Between the District and the Faculty Association shall be amended as follows:

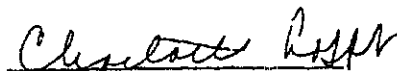
11J.2d Leaves without pay, granted to the unit member for experiences which may be presumed to be of educational benefit to the students and the District, as determined by the Sabbatical Leave Committee, shall result in service credit up to a one-year maximum on the salary schedule for the period of the leave. Application for step advancement credit must be made in advance.

The District shall, if requested by the unit member, report said leave to STRS as an unpaid Sabbatical Leave for the purpose of allowing the unit member to purchase said leave as STRS Service Credit. If the unit member requests the District to report the unpaid Sabbatical Leave to STRS, then the unit member shall submit a report to the Sabbatical Leave Committee according to the terms of Article 12A.10b. The District shall report the unpaid Sabbatical Leave to STRS when the Sabbatical Leave Committee acts affirmatively on the unit member's report.

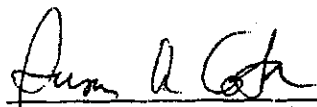
It is understood that the unit member bears the full financial burden of purchasing this unpaid year of STRS Service Credit.

This provision shall be applied retroactively for all active staff, and the timeline for the unit member to submit a report for a prior unpaid Sabbatical Leave shall be sixty (60) days from the signing of this provision.

Signed and entered into this 20th day of February, 2004.



Charlotte E. Lofft, President
Chabot-Las Positas
Faculty Association



Susan A. Cota, Chancellor
Chabot-Las Positas
Community College District

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

May 21, 2004

It is agreed that Article 12A.3c of the Agreement Between the District and the Faculty Association shall be amended to state:

c. Quarters/Semesters on authorized leave of absence without pay and any service outside of the bargaining unit shall not count toward priority ranking nor shall there be any provision for obtaining credit for such service. It is understood that unit members who provide service as Acting or Interim Administrators within the Chabot-Las Positas Community College District shall be considered to be within the bargaining unit for the purpose of this provision. Such unit members shall receive a maximum of two calendar years of service from their Chabot-Las Positas Acting or Interim Administrative position. This service shall be attributed to their Sabbatical eligibility and priority ranking upon their return to faculty status and their application for Sabbatical Leave. This provision shall be applied retroactively;

Signed and entered into this 21st day of May, 2004.

Charlotte E. Lofft
Charlotte E. Lofft, President
Chabot-Las Positas
Faculty Association

Susan A. Cota
Susan A. Cota, Chancellor
Chabot-Las Positas
Community College District

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

Article 12A.3g of the Agreement Between the District and the Faculty Association shall be modified to state:

g. A unit member on sabbatical leave can work for the District while on sabbatical on a part-time ~~or other non-load basis.~~ basis. Any work done for load shall be approved on a case-by-case basis and approved by the District and the Faculty Association.

Signed and entered into this 1st day of December, 2003.

Charlotte E. Lofft
Charlotte E. Lofft, President
Chabot-Las Positas
Faculty Association

Susan A. Cota
Susan A. Cota, Chancellor
Chabot-Las Positas
Community College District

TENTATIVE AGREEMENT
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

Appendix 12B

Chabot-Las Positas Community College District

CASHING OUT BANKED LOAD

This is intended to clarify Article 12B.

A unit member shall not be entitled to cash out banked overload except under one of the following circumstances:

- (a) exigent circumstances as decided by the District beyond the unit member's control;
- (b) retirement;
- (c) termination from District employment; or
- (d) death of the unit member.

Cashing out will occur under the following guidelines:

1. The workload banked units shall be paid at the unit member's current prevailing part time hourly rate for the corresponding counselor/librarian, laboratory or lecture hours performed.
2. A written request for cash out must be made at least thirty (30) calendar days before cash out is desired.
3. A unit member wishing to cash out must submit a written request to the appropriate Vice President stating the reason for the request according to the above guidelines and circumstances. Thereafter, the request shall be forwarded to Human Resources.
4. When a full-time unit member leaves the employment of the District, any unused banked overload shall be paid as described herein.
5. Notwithstanding the 2002-05 CBA, this agreement becomes effective July 1, 2003.
6. Any application to bank load during the Fall Semester, 2003 may be rescinded by August 15, 2003 but not thereafter.

Signed and entered into this 12th day of August, 2003.

Charlotte Lofft

Charlotte Lofft, President

Chabot-Las Positas

Faculty Association

Board Item:

Board Date:

Susan A. Cota

Susan A. Cota, Chancellor

Chabot-Las Positas

Community College District

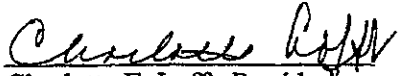
MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

It is agreed that Article 12 of the Agreement Between the District and the Faculty Association shall be amended as follows:\

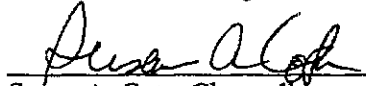
12D. Unpaid Sabbatical

Unit members may be granted unpaid Sabbaticals according to the terms of Article 11J.2d.

Signed and entered into this 12th day of February, 2004.



Charlotte E. Lofft, President
Chabot-Las Positas
Faculty Association



Susan A. Cota, Chancellor
Chabot-Las Positas
Community College District

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

The Chabot-Las Positas Community College District and the Chabot-Las Positas Faculty Association agree that all provisions of Article 14 of the July 1, 2002-June 30, 2005 Agreement between the parties shall apply to all Contract Faculty in the District as of July 1, 2003.

Signed and entered into this 26TH day of August, 2003.

Charlotte E. Lofft
Charlotte E. Lofft, President
Chabot-Las Positas
Faculty Association

Susan A. Cota
Susan A. Cota, Chancellor
Chabot-Las Positas
Community College District

August 12, 2003

TENTATIVE AGREEMENT

BETWEEN

CHABOT-LAS POSITAS FACULTY ASSOCIATION
AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

The Faculty Association and the District agree to the following:

Article 14E.1a shall be amended to read:

a. **Membership and selection of members**

The level-one tenure review committee shall be composed of three members (with an optional fourth member). Additionally, an observer may be assigned by the Faculty Association. If an observer is not assigned by the Faculty Association by October 1, the untenured review process will continue as per the established deadlines without a Faculty Association observer except that the Faculty Association Grievance Officer may become the Faculty Association observer at any time if requested by the Contract Faculty member. The Faculty Association observer shall function exclusively to monitor the committee on contractual due process issues. The Faculty Association observer shall be privy to the level-one file, may attend all or some of the level-one meetings at his or her discretion and shall not be responsible for the substantive issues involving recommendation for contract renewal, dismissal or tenure (if appropriate).

Signed and entered into this 12th day of August, 2003.



Charlotte Lofft
President, Chabot-Las Positas
Faculty Association
Board Item:
Board Date:



Susan Cota, Ed.D.
Chancellor, Chabot-Las Positas
Community College District

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

The Agreement Between the District and the Faculty Association shall be modified to include an Article 14E.3 which shall state:

14E.3 Faculty Hired on a Full-Time, Temporary Basis

It is agreed that all faculty who are hired on a full-time, temporary basis shall be evaluated in accordance with Article 14, Untenured Faculty Evaluation, first and second year reviews. Examples of faculty hired in this manner include, but are not limited to, faculty hired as sabbatical leave replacements and faculty hired with non-permanent funds.

If the faculty member with a full-time temporary assignment is hired for the immediately subsequent academic year in a tenure track position, the Level-One Review Committee shall apply only one year of the immediately prior temporary service to the evaluation process of the Contract faculty member's placement. Only one year of the immediately prior temporary service shall count toward the tenure review process. It is understood that this provision shall apply regardless of whether the tenure track position is in the same or related discipline as the temporary assignment.

Signed and entered into this 30th day of October, 2003.

Charlotte E. Lofft
Charlotte E. Lofft, President
Chabot-Las Positas
Faculty Association

Susan A. Cota
Susan A. Cota, Chancellor
Chabot-Las Positas
Community College District

MEMORANDUM OF UNDERSTANDING


BETWEEN

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

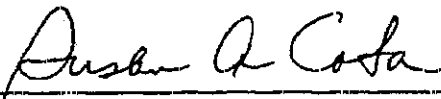
The District and the Faculty Association agree to the following with regards to the Faculty Contract, Article 18B. Employment Rights (Part-Time (Adjunct) Unit Members).

1. The establishment of the seniority list of part-time (adjunct) unit members as stated in Article 18B.1 will be implemented for the Spring 2004 assignments.

Signed and entered into this 7th day of March 2003.



Charlotte E. Lofft
Chabot-Las Positas
Faculty Association



Susan A. Cota
Chabot-Las Positas
Community College District

11-12-02

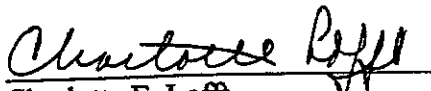
TENTATIVE AGREEMENT

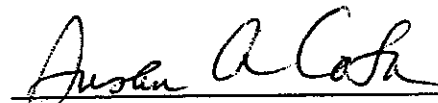
BETWEEN

CHABOT-LAS POSITAS FACULTY ASSOCIATION
AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

The Faculty Association and the District agree to revise Article 20A 4 d, Employee Benefits, and replace it with the attached proposed language.

Signed and entered into this 12th day of November, 2002


Charlotte E. Lofft
Chabot-Las Positas
Faculty Association


Susan A. Cota
Chabot-Las Positas
Community College District

Board Item: 9.1.b.
Board Date: November 19, 2002

d. **Exemptions.** Contract, Regular, and Temporary unit members employed for less than fifty percent (50%) of the service assignment of a full time (100%) employee, or for a period less than a complete academic semester, shall not be entitled to group benefits. ~~Part-time (adjunct) unit members are not entitled to group benefits.~~

TENTATIVE AGREEMENT


BETWEEN

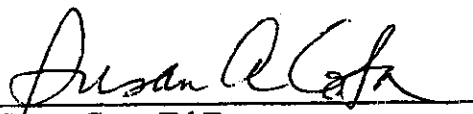
CHABOT-LAS POSITAS FACULTY ASSOCIATION
AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

The Faculty Association and the District agree to revise Article 21C.1 to include the following:

21C.1e Coordinator Stipends and Substitute service shall be paid at the rate of \$45. per hour.

Signed and entered into this 13th day of December, 2002.


Charlotte Lofft
President, Chabot-Las Positas
Faculty Association


Susan Cota, Ed.D.
Chancellor, Chabot-Las Positas
Community College District

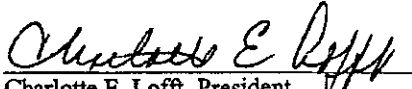
MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT – LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT – LAS POSITAS FACULTY ASSOCIATION

The Faculty Association and the District agree to the following criteria for implementation of salary adjustments and procedures for productivity gains in Article 21, Sections B.6 – B.8:

1. Productivity Gains are defined as the economic value of WSCH/FTEF gain credited to the current year. This agreement provides for payment based upon the funded (not actual) FTES level.
 - a) The highest funded WSCH/FTEF will serve as the benchmark for future gains. Additional productivity gains are attained when funded WSCH/FTEF for any ensuing academic year exceeds an established highest benchmark since the 2001-2002 academic year.
 - b) In any academic year when the funded WSCH/FTEF falls below the highest prior year benchmark for an ensuing academic year, no additional adjustments to the salary schedule will be made pursuant to these provisions and the salary schedule shall remain unaffected. However, future productivity gains will only provide for additional adjustments to the salary schedule if the funded WSCH/FTEF exceeds the highest benchmark of any prior academic year, and then only to the extent of the difference between the highest prior benchmark and the new calculated WSCH/FTEF.
2. The agreement provides for payment based upon the funded (not actual) FTES level. Utilizing the District's Second Principal Apportionment report (Exhibit C) funded credit FTES shall be utilized for purposes of calculating productivity gains. This requires a conversion process involving the following two steps, first to develop the funded WSCH level and secondly to develop the funded WSCH/FTEF (productivity):
 - a) "Actual" data in parts b) and c) shall be taken from the ITS enrollment management reporting tool as of July 15 for prior year data. This data is reflective of the total figures for the given academic year for Chabot and Las Positas Colleges combined. (Summer sessions are included as the first term of the academic year; also, it is understood that FTEF is calculated by semester.)
 - b) $\text{Funded WSCH} = \text{Funded FTES} \times (\text{Actual WSCH} \div \text{Actual FTES})$.
 - c) $\text{Funded WSCH/FTEF} = \text{Funded WSCH} \div \text{Actual FTEF}$.
3. The Staffing Difference is based on the staffing needed to produce the Funded WSCH for the academic year just ended (as defined in part b above). This shall be calculated as follows:
 - a) Determine the Previous High benchmark Funded WSCH/FTEF: This is the highest funded WSCH/FTEF for any prior academic year, since the 2001 – 2002 academic year.
 - b) If, for the year just ending, the funded WSCH/FTEF is less than or equal to the Previous High actual benchmark WSCH/FTEF then the Staffing Difference is zero. In that case, c) through e) of these provisions shall not be applicable.
 - c) Determine the Staffing Otherwise Needed: This is Funded WSCH (for the year just ended), divided by the Previous High Funded Benchmark WSCH/FTEF.

- d) The Staffing Difference is the Actual FTEF (for the year just ended) subtracted from the Staffing Otherwise Needed. (Note: If the Funded WSCH/FTEF has improved over the previous high, this will be a positive number)
4. The economic value of the productivity savings attributed solely to productivity gain shall be defined as: (Part-Time [Adjunct FTEF] Staffing Difference) \times (District's average cost per Semester per part-time (adjunct) instructional FTEF for the year just ended)
5. On a recurring basis, the economic value of the productivity savings shall be calculated by the above process, as demonstrated on the document titled "Productivity Gains Worksheet (Exhibit 1), 2002-03" and a percentage of the savings as stipulated in Article 21, Sections B.8 (a) and (b) and shall be applied to the full-time and part-time salary schedules and wage related benefits.
6. The District and the CLPCCD Faculty Association will meet in January 2004 to discuss the fiscal impact of implementing this provision for 2004-5.

Signed and entered into this 23rd day of July, 2003.


Charlotte E. Lofft, President
Chabot-Las Positas
Faculty Association

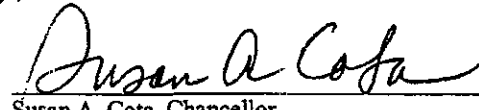

Susan A. Cota, Chancellor
Chabot-Las Positas
Community College District

EXHIBIT 1 **Productivity Gains Worksheet 2002-03**

Productivity Gains Calculation — "Funded" model

Numbers are for Chabot and LPC combined
 FTEF are SEMESTER FTEF

Cost per FTEF
\$19,005.50

2001-02 Actuals from the ITS reporting tool; elements used in productivity calculation in bold.

Term	Total FTEF	WSCH	FTEF	WSCH/FTEF	WSCH/FTEF
Summer 01	114.71	59541	1951.70	519.06	30.50725
Fall 01	448.39	215094	6950.39	479.70	30.94704
Spring 02	455.42	228063	7381.81	500.78	30.89527
2001-02 Total	1018.52	502698	16283.90	493.56	30.87086

2001-02 Funded Productivity Calculation:

From 2001-02 "Recalc"

Funded FTEF CREDIT, per "Exhibit E"	WSCH FTEF x WSCH/FTEF	FTEF From above	WSCH/FTEF "Funded" Productivity
15019.6	463668.0	1018.52	455.24

2002-03 Actuals from the ITS reporting tool; elements used in productivity calculation in bold.

Term	Total FTEF	WSCH	FTEF	WSCH/FTEF	WSCH/FTEF
Summer 02	115.96	66140	2172.25	570.37	30.44769
Fall 02	456.83	238795	7764.99	522.72	30.75278
Spring 03	442.87	226328	7365.50	511.05	30.72812
2002-03 Total	1015.66	531263.0	17302.74	523.07	30.70398

2002-03 Funded Productivity Calculation:

From 2002-03 "P-2" report

Funded FTEF CREDIT, per "Exhibit C"	WSCH FTEF x WSCH/FTEF	FTEF From above	WSCH/FTEF "Funded" Productivity
15491.74	475658.1	1015.66	468.32

Funded "WSCH" 475658.09

Staffing to produce Funded "WSCH"

FTEF needed at 2001-02 WSCH/FTEF 1044.86

FTEF needed at 2002-03 WSCH/FTEF 1015.66

Difference 29.20

Savings = Difference x COST \$ 554,926.23

Savings x 0.55 \$ 305,209.43

11-12-02


TENTATIVE AGREEMENT

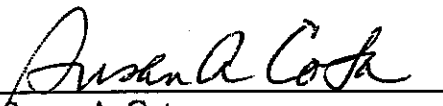
BETWEEN

CHABOT-LAS POSITAS FACULTY ASSOCIATION
AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

The Faculty Association and the District agree to revise Article 29B.5, Enrollment Management, and replace it with the attached proposed language

Signed and entered into this 12th day of November, 2002.


Charlotte E. Lofft
Chabot-Las Positas
Faculty Association


Susan A. Cota
Chabot-Las Positas
Community College District

Board Item: 9.1.c.
Board Date: November 19, 2002

29B.5 Improvements in the District's economic and academic productivity must be achieved in conjunction with, and not at the expense of, student access, student success, and student ~~retention~~ equity.

TENTATIVE AGREEMENT

BETWEEN

CHABOT-LAS POSITAS FACULTY ASSOCIATION
AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

The Faculty Association and the District agree to revise Article 21C.1 to include the following:

21C 1e Coordinator Stipends and Substitute service shall be paid at the rate of \$45. per hour.

Signed and entered into this 13th day of December, 2002.

Charlotte Lofft
Charlotte Lofft
President, Chabot-Las Positas
Faculty Association

Susan Cota, Ed D.
Susan Cota, Ed D.
Chancellor, Chabot-Las Positas
Community College District

**MEMORANDUM OF AGREEMENT
BETWEEN
CHABOT-LAS POSITAS FACULTY ASSOCIATION
AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

The Faculty Association and the District agree to the following:

Pursuant to the provisions of the California 2001 Budget Act Appropriation for Part-Time Faculty Compensation, from the California Community Colleges Chancellor's Office on the same subject, the Faculty Association and the District agree to the following definitions, policies and standards that need to be met in order to achieve parity for comparable pay between part-time and full-time faculty for similar work at the District.

- A. **Basic Percentage.** For the purposes of this tentative agreement, the percentage of work that is comparable between part-time instructors and full-time instructors is set at 75%. This is the percentage of a full-time instructor's workload that may be accounted for directly through classroom instruction. The remaining 25% of the full-time workload is broken down to 12.5% for office hours and 12.5% for professional activities.
- B. **Use of 2001-2002 allocation.** Through the collective bargaining process, the first-year allocation of part-time compensation funds was applied, along with other district and state monies, to improve compensation for part-time faculty. This following baseline is in effect for the 2002-03 academic year, and is *not* contingent on the District receiving any future allocation of part-time compensation fund:
 - i. **Lecture hours** at 64% pro-rata of Full-time Column III, Steps 1 through 8.
 - ii. **Laboratory hours** at 70% pro-rata of Full-time Column III, Steps 1 through 8
 - iii. **Office hours** at \$36.00 per hour, for one weekly office hour for part-time faculty assigned to 33.3% or more of a full-time load.
- C. **Closing the Gap.** If, in the future, the State Allocation to the District for part-time faculty compensation is increased beyond the 2001-2002 level, the District will enter into negotiations with the Faculty Association with regard to the expenditure of such funds. It is agreed that such additional funding will be applied toward meeting the following parity goals for part-time faculty:
 - i. **Improvement of the pro-rata percentage** for instructional assignments, with the goal of compensating lecture and laboratory hours at 75%.
 - ii. **Addition of steps and columns** on the Schedule of Part-time Service Rates, with the goal of compensating part-time faculty on a pro-rata basis of all steps and columns on the full-time salary schedule
 - iii. **Improvement of office hours compensation**, with the goal of compensating office hours at 100% pro-rata (annual salary divided by 1400), where part-

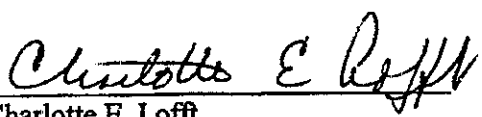
time faculty may serve a number of weekly office hours commensurate with those held by full time faculty by way of teaching a comparable load.

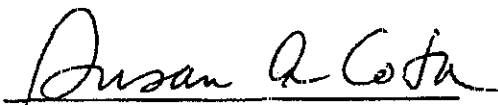
The District and the Faculty Association will meet and confer under the following conditions:

- a. The goals C.i, C.ii, and C.iii have been fully achieved.
- b. The faculty compensation allocation exceeds the dollars required to fund C.i, C.ii, and C.iii.

The monies subject to this agreement which are received by the District specifically to improve part-time faculty compensation shall be used towards achieving the parity goals described in item C above. The parties understand and agree that the current appropriation of monies which are subject to this agreement is not sufficient to achieve the goals defined herein. This acknowledgement, however, does not preclude the District and Faculty Association from negotiating improvements in part-time compensation. In any event, the parties agree that the District may not use any of said funds for any other purpose, until such time as when the Chancellor of the California Community Colleges certifies that the District has reached all of the parity goals defined herein.

Signed and entered into this 7th day of January, 2003

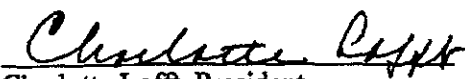

Charlotte E. Loff
President, Chabot-Las Positas
Faculty Association

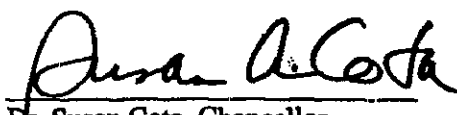

Susan A. Cota, Ed.D.
Chancellor, Chabot-Las Positas
Community College District

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

The Faculty Association and the District agree to an Early Retirement Incentive Program, as described in the attached Memorandum to full time Regular Faculty. Said Memorandum includes a description of the Early Retirement Incentive Options, Recommendations for Retirees, and Disclosures and Conditions for Retirees.

Signed and entered into this 27th day of March 2003.


Charlotte Lofft, President
Chabot-Las Positas Faculty Association


Dr. Susan Cota, Chancellor
Chabot-Las Positas Community
College District

TO: All Regular Full-Time Faculty
FROM: Chabot-Las Positas Faculty Association and Chabot-Las Positas Community
College District
RE: **EARLY RETIREMENT INCENTIVE**
DATE: March 27, 2003

To reduce the effects of an anticipated 2003-04 budget shortfall, the Chabot-Las Positas Community College District is offering an Early Retirement Incentive Program (ERI).

For the purpose of the following ERI Options, the word "retiree" refers only to qualified faculty opting for early retirement pursuant to this incentive. If you are planning to retire, check with your financial advisor and STRS or PERS in advance of submitting retirement papers. The District and the FA will arrange an Early Retirement Incentive (ERI) Workshop as well as a Medicare Workshop at each college.

The "window period" for submission and receipt of the attached Early Retirement Incentive (ERI) form is April 1, 2003 through May 12, 2003. The original of the ERI form should be submitted to your College President with a copy to Human Resources and a copy to CLPFA President, Charlotte Lofft.

CLPFA and the District have agreed to the following:

<u>Number of ERI Retirees</u>	<u>District Contribution</u>
0 to 15	None
16 to 19	\$20,000
20 or more	\$25,000

THE DISTRICT WILL NOT OFFER THE ERI PROGRAM if less than 16 people submit the ERI form during the above window period. You may withdraw your ERI form by May 12, 2003. The Board of Trustees will approve the ERI list on June 3, 2003. Thereafter, you cannot revoke your application.

THERE IS NO INTENT TO OFFER THIS PROGRAM IN THE FUTURE.

Contact persons are: Sharon Trethan (925) 485-5235, Suzanne Pfeiffer (925) 485-5209, or Charlotte Lofft (510) 723-6873.

PLAN DESCRIPTION AND BENEFIT OPTIONS

The Supplemental Employee Retirement Plan (SERP) is a District—Sponsored plan, which provides participating employees with a monthly income in addition to their regular STRS benefits.

Keenan and Associates is the contract administrator. Keenan will work with the District and eligible employees in designing and implementing the Supplemental Employee Retirement Plan. Keenan will meet with individual employees to explain the plan provisions and will provide ongoing service to retirees over the life of the program.

The goal is to provide each eligible employee with information about retirement benefits so that he or she may make an informed decision.

Each eligible employee retiring under the SERP will receive a benefit based on the following criteria

<u>Number of ERI Retirees</u>	<u>District Contribution</u>
0-15	None
16-19	\$20,000
20 or more	\$25,000

Eligible retiring employees may chose to receive the monthly income in one of several benefit payment alternatives to be determined by the individual employee.

Summary of Benefit Options

Life Only	Benefits will be distributed in monthly payments during retirees' life only. No payments will be made to retirees' spouse or other beneficiary after retirees' death, even if retiree dies soon after payments begin.
Joint & 50% Survivor	Benefits will be distributed in monthly payments for the duration of the lifetime of the retiree. Upon retirees' death, the payments will continue to the retirees' spouse for the rest of his/her life equal to 50% of the monthly payment retiree receives prior to their death
Life & 10 Year Certain	Benefits will be distributed in monthly payments for the lifetime of the retiree. If retiree dies before 10 years of payments have been made, the balance of the payments will continue so that a total of 120 payments are made to the retiree beneficiaries and no further payments will be made to any beneficiary
5-10 Year Monthly Payments	Benefits will be distributed in monthly cash installments over a guaranteed period of 5, 6, 7, 8, 9 or 10 years, as retiree chooses. Upon retirees' death, the benefit payments will continue to the retirees' beneficiary for the remainder of the guaranteed period.

Recommendations for Retirees:

Faculty should consult with STRS or PERS regarding the amount of annual earned income in the STRS or PERS system while retired.

Faculty should consult with their financial advisor about the ERI options.

Disclosures and Conditions for Retirees:

All of the options are subject to federal and state income tax regulations.

The retiree must be eligible for retirement from STRS or PERS and be at least 55 years of age and have served 10 years of service with the District at time of retirement.

It is understood that all participants in the ERI shall terminate full-time District service at the end of the Spring 2003 academic year.

Review Articles 20B and 20C of the FA-District Contract to determine your eligibility for lifetime medical benefits.

All retirees eligible for lifetime medical benefits under the FA-District Contract and who are Medicare eligible will receive a Medicare plan at age 65. There are distinctions in the level of medical coverage provided retirees who were hired pre-1986 versus post-1986. Consult Articles 20B and 20C of the FA-District Contract or call Suzanne Pfeiffer at 925-485-5209 or Charlotte Lofft at 510-723-6873.

Retirees may opt to participate in COBRA (Consolidated Omnibus Budget Reconciliation Act) for dental and vision benefits for up to 18 months after retirement. The present cost is the District rate plus 2 percent. Alternative plans may be offered for purchase from a third party provider.

The District may give part-time employment preference to the ERI retirees for a period not to exceed two years on any available part-time faculty employment to the extent permitted by law and the FA-District Contract.

For the purpose of this Memorandum of Understanding, any Regular faculty person who already submitted retirement papers in the 2002-2003 academic year shall be allowed to partake in this ERI. The Regular faculty person shall be counted in the number of ERI retirees that is used to determine the amount of the incentive. Should the ERI not be implemented, the retirement papers received will remain in effect as approved by the Board of Trustees.

The District shall release any Regular faculty person from the obligation to fulfill District service after a recent Sabbatical Leave if that Regular faculty person elects to participate in the ERI.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

The Agreement Between the District and the Faculty Association shall be modified to include an Article 14E.3 which shall state:

14E.3 Faculty Hired on a Full-Time, Temporary Basis

It is agreed that all faculty who are hired on a full-time, temporary basis shall be evaluated in accordance with Article 14, Untenured Faculty Evaluation, first and second year reviews. Examples of faculty hired in this manner include, but are not limited to, faculty hired as sabbatical leave replacements and faculty hired with non-permanent funds.

If the faculty member with a full-time temporary assignment is hired for the immediately subsequent academic year in a tenure track position, the Level-One Review Committee shall apply only one year of the immediately prior temporary service to the evaluation process of the Contract faculty member's placement. Only one year of the immediately prior temporary service shall count toward the tenure review process. It is understood that this provision shall apply regardless of whether the tenure track position is in the same or related discipline as the temporary assignment.

Signed and entered into this 30th day of October, 2003.

Charlotte E. Lofft
Charlotte E. Lofft, President
Chabot-Las Positas
Faculty Association

Susan A. Cota
Susan A. Cota, Chancellor
Chabot-Las Positas
Community College District

August 12, 2003

TENTATIVE AGREEMENT
BETWEEN
CHABOT-LAS POSITAS FACULTY ASSOCIATION
AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

The Faculty Association and the District agree to the following:

The Valley Care Hospital component of the Chabot College Nursing Program shall be conducted accordingly:

1. Valley Care may identify potential students and encourage them to apply to the Chabot College Nursing Program.
2. The Chabot College Contract, Regular, and Temporary Faculty shall have the sole authority to make the usual application review and admit or deny all applicants admission to the program. Currently, it is understood that a lottery is in place for this procedure and that only one class is admitted every year beginning in the Fall Semester. Additionally, the Chabot College Contract, Regular, and Temporary Faculty shall have the sole authority to place accepted students in clinical sites. It is, however, understood that the accepted students who are employees of Valley Care shall be given first priority for a Valley Care placement.
3. The Chabot College Contract, Regular, and Temporary Faculty may require that applicants finish prerequisite courses at Chabot College or Las Positas College or some equally qualified institution before said applicants are admitted to the Chabot College Nursing Program.
4. The admitted applicants shall attend the Chabot College Nursing Program subject to the program requirements. All their academic work for the Chabot College Nursing Program shall be provided at Chabot College by the Chabot College Contract, Regular, and Temporary Nursing faculty and at the sole discretion of the Chabot College Contract, Regular, and Temporary Nursing Faculty.
5. The admitted applicants may receive their clinical experience at Valley Care Hospital with clinical faculty provided and funded separately by Valley Care Hospital. These Valley Care clinical faculty shall articulate with the Chabot College Contract, Regular, and Temporary Nursing faculty and coordinate the clinical requirements to be consistent with those of the Chabot College Nursing Program.
6. The above-mentioned clinical faculty, funded by Valley Care, shall be paid by Chabot College on the Faculty Salary Schedule unless they are being released from on-going service of their primary Valley Care duties.
7. The above-mentioned clinical faculty, funded by Valley Care, shall be members of the Chabot-Las Positas Faculty Association bargaining unit in the role of Part-Time Adjunct Faculty. Such members shall elect to pay either agency fee or membership dues. Said Adjunct Faculty shall report to the appropriate supervisory personnel at

Chabot College and shall be held accountable to all Chabot College rules and regulations for faculty, including faculty evaluation and attendance at the scheduled Nursing faculty meetings. It is understood that said faculty shall be paid on the Part Time Hourly Schedule Substitute Rate for attendance at the Nursing Faculty meetings unless they are being released from their primary Valley Care duties. The required meetings are at the discretion of the Nursing Director.

8. It is recognized that to the extent new teaching formats, including but not limited to Distance Education are employed for the transmission of lecture and discussion classes to the Valley Care facility, that the class content shall be the sole decision of the Chabot College Contract, Regular, and Temporary Nursing faculty. It is also recognized that individual Nursing faculty shall be entitled to choose the method of class presentation and to decline the use of new teaching formats, including but not limited to, Distance Education methodology if the individual faculty person so wishes. Should the Chabot College Contract, Regular, and Temporary Faculty not elect to use Distance Education, the District shall hire a Part Time (Adjunct) faculty person to teach the Valley Care students the relevant material.
9. Chabot College Contract, Regular, and Temporary Nursing faculty shall be oriented to any new teaching formats, including but not limited to, Distance Education delivery systems which may eventually be installed to facilitate Valley Care needs. This orientation shall be ongoing as needed and paid at the Part Time Hourly Schedule Substitute Rate.
10. If "smart classrooms" are required for certain voluntary new teaching formats, including but not limited to Distance Education presentations, then enough smart classrooms shall be provided.
11. It is recognized that the standards for grading and progression in the program are exactly the same for the students from Valley Care as for all other students in the Chabot College Nursing Program. It is further recognized that said standards are within the exclusive jurisdiction of the Chabot College Contract, Regular, and Temporary Nursing Faculty. The Chabot College Part Time Faculty provided by Valley Care shall follow all the same policies and procedures for notice of student progression and/or non-progression in the Nursing Program as are followed and directed by the Chabot College Contract, Regular, and Temporary Nursing faculty.
12. Chabot College Contract, Regular, and Temporary Nursing faculty shall have the right to require the administration of examinations at Chabot College according to individual faculty discretion. It is recognized that to the extent Chabot College faculty choose to administer exams at Valley Care, then the exams shall be transported to Valley Care by a safe and secure method and shall be kept safe and secure while at Valley Care. They shall be promptly returned to the appropriate Chabot College Nursing Faculty person after their Valley Care administration. It is further recognized that the content and schedule of examinations is within the sole jurisdiction of the Chabot College Contract, Regular, and Temporary Nursing Faculty.

13. The Chabot College Nursing Faculty shall be paid according to the Pay/Load Factors Listed in Article 10E.2 (Large Lecture Classes) of the Agreement between the District and the Faculty Association. It is understood that this compensation shall not be discretionary and shall be automatic for the purpose of this Valley Care project.
14. It is understood that the provisions of Article 10D.10b apply to the Valley Care Project and that all Regular, Contract, or Temporary unit members shall have first priority for an overload assignment of an additional clinical section before a Part Time unit member is hired for said clinical section.
15. All tapes and other intellectual property of Nursing faculty shall be dealt with according to the provisions of Article 30 of the Agreement between the District and the Faculty Association.
16. The Director of the Chabot College Nursing Program shall have release time to perform her/his duties. Release time to be determined by the CLPCCD-Valley Care Joint Planning Committee.
17. There shall be an identified contact person at Valley Care who will be responsible for such tasks as answering e-mails from Chabot College Nursing Faculty, transmitting messages to and from Chabot College, maintaining paper work and securing the exams from Chabot College, etc.
18. It is understood that faculty evaluations will follow the provisions of the Agreement between the District and the Faculty Association and that third parties who sit in on DE classes shall not be authorized to evaluate faculty unless the appropriate contractual provisions are followed.
19. The Lead Contract, Regular, or Temporary Instructors for the Nursing courses shall be paid for orienting the Valley Care clinical faculty to the Chabot College Nursing Program. This pay shall be according to the Part Time Schedule Substitute Rate. A maximum of ten hours shall be funded for each lead instructor to orient Valley Care clinical faculty. The orientation shall be provided in order to facilitate consistent learning and evaluation of students as required by the Board of Registered Nursing.
20. It is understood, in accordance with Article 10E.3 of the Agreement between the District and the Faculty Association, that the maximum class size of future Chabot College Nursing classes shall be negotiated between the District and the Faculty Association.

Signed and entered into this 12th day of August, 2003.

Charlotte Lofft

Charlotte Lofft, President
Chabot-Las Positas
Faculty Association
Board Item:
Board Date:

Susan Cota

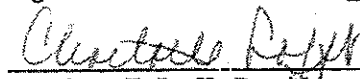
Susan Cota, Chancellor
Chabot-Las Positas
Community College District

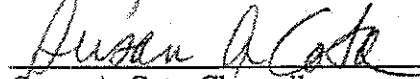
TENTATIVE AGREEMENT
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

The Faculty Association and the District agree to the following forms to be added to the Appendix of the Agreement between the Chabot-Las Positas Community College District and the Chabot-Las Positas Faculty Association:

Appendix 7A Faculty Grievance Tracking Form
Appendix 7B Grievance Form: Level II: College President or Designee
Appendix 7C Grievance Form: Level III: Chancellor or Designee
Appendix 7D Grievance Form: Level IV: Arbitration
Appendix 10B Large Lecture Interest Form
Appendix 11A Application for Donated Sick Leave for Serious Health Condition
Appendix 11B Application for Donated Sick Leave for Terminal Illness
Appendix 11C Donor's Sick Leave Transfer Form for Serious Health Condition or Terminally Ill
Appendix 12A Workload Banking Request
Appendix 13A Notice of Involuntary Transfer
Appendix 14A and 15A Counselor Evaluation Form: Counselor Performance Observation Form
Appendix 14B and 15B Counselor Evaluation Form: Student Survey Form
Appendix 14C and 15C Librarian Performance Observation Form
Appendix 14D and 15D Student Survey Form: Library Orientations
Appendix 20A Affidavit of Domestic Partnership
Appendix 20B Selection of District Paid Tax Sheltered Annuity in Lieu of Medical Coverage
Appendix 20C Part-Time (Adjunct) Medical Benefits Affidavit for Enrollment and Authorization for Payroll Deductions
Appendix 22A FSA Record Form
Appendix 22B FSA Approval/Denial Form
Appendix 29A Academic Productivity Application Form
Appendix 31A Retraining Leave Request
Appendix 31B Retraining Leave Contract
Appendix 31C Retraining Leave Report

Signed and entered into this 12TH day of August, 2003.


Charlotte E. Lofft, President
Chabot-Las Positas
Faculty Association


Susan A. Cota, Chancellor
Chabot-Las Positas
Community College District

Appendix 7A

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

FACULTY GRIEVANCE TRACKING FORM
(See Collective Bargaining Agreement for Specific Requirements)

Grievance Number _____

Employee's (Grievant) Name: _____

Position Title: _____

Division/Office: _____

Name of Immediate Supervisor: _____

LEVEL I

I. Date Alleged Violation Occurred: _____

II. Date Initial Meeting with Immediate Supervisor and/or
Managers Involved: _____

LEVEL II

I. Date Level II Written Grievance was Presented to
College President or Designee: _____

II. Specific Contract Article, Section and Page of Agreement Allegedly
Violated:

III. Clear and Concise Statement of Circumstances Which Gave Rise
to the Grievance:

IV. Remedy or Corrective Action Requested:

Faculty Grievance Tracking Form
Page 2

Grievant's Signature

- V. Date Written Grievance Submitted by Aggrieved to College President or Designee: _____
- VI. Date Grievance Committee Sent Investigation Report and Written Grievance to College President or Designee: _____
- VII. Date of Level II Meeting: _____
- VIII. Date Level II Written Decision by College President or Designee Delivered to Grievant, Grievance Officer, President Of Faculty Association and Human Resource Director: _____
- IX. Written Decision of College President or Designee:

Respondent's Signature/Date

LEVEL III

- I. Date Grievant requested Meeting with Chancellor or Designee: _____
- II. Date of Level III Meeting: _____
- III. Date Level III Written Decision by Chancellor or Designee Delivered to Grievant, Grievance Officer, President of the Faculty Association, and Human Resource Director: _____
- IV. Written Decision of Chancellor or Designee:

Respondent's Signature/Date

LEVEL IV

- I. Date Faculty Association Provided Written Notice to Chancellor that Grievance is being submitted to Arbitration:

Faculty Association
Signature/Date

Chabot-Las Positas Community College District

Grievance Form
Level II—College President or Designee

The following is:

1. A grievance filed by an individual. ____
2. A grievance in the form of a class action grievance and filed by the CLPFA on behalf of all affected unit members. ____

Grievant name(s)*:

Campus or location of assignment: _____

Administrator(s) and/or other faculty involved: _____

Grievance: The contract provides, in Article 7A, Section 1, that a formal allegation by a unit member who has been adversely affected by an alleged violation or misapplication of the specific provision of this Agreement.

Further, Article 7.18 provides that a grievance alleged by the Faculty Association arises from the action of a central District authority, then the Faculty Association and the Chancellor may mutually agree to initiate such a grievance at Level III of the grievance procedure.

The grievant(s) allege that specific article(s) and section(s) of this Agreement have been violated and/or misapplied and are identified as follows:

Article—Section _____

The specific action(s) involved, and/or the particular absence of action(s) contractually required but not performed are stated on the attached pages.

*Attach a list of names if this is a class action grievance.

Signature: _____ Date: _____

Level III—Chancellor or Designee

A Level II grievance was filed:

By (grievant/s): _____,*

On (date): _____, and was submitted to:

Administrator(s): _____

The contract provides, at Article 7B.2 and 7B.3, that the administrator(s) names in the Level II grievance provide the grievant(s) with a written response to the Level II grievance within 14 days. If the grievant(s) is/are not satisfied with the outcome at Level II, then the aggrieved must, within 7 days of the receipt of the Level II written decision by the administrator(s), request a meeting with the Chancellor or the Chancellor's designee.

Grievant(s) signature(s):

*Attach a list of names if this is a class action grievance.

Signature: _____

Date: _____

Level IV—Arbitration

A Level III grievance was filed:

By (grievant/s): _____, *

On (date): _____, and was submitted to:

Chancellor or designee: _____

A written response from the Chancellor or designee was received on (date) _____

The contract provides, at Article 7B.3. and 7B 4, that the Chancellor or designee named in the Level III grievance provide the grievant(s) with a written response to the Level III grievance within 10 days. If the grievant(s) is/are not satisfied with the outcome at Level III, then the aggrieved must, within twenty (20) days of the receipt of Level III written decision by the Chancellor or designee, send a written notice to the Chancellor or designee, that the matter is being submitted for arbitration.

The CLPFA hereby demands arbitration of the grievance brought by the above named grievant(s).

Signed: _____
President, Chabot-Las Positas Faculty Association

Date: _____

Grievant(s) signature(s):

*Attach a list of names if this is a class action grievance.

Signature: _____ Date: _____

Chabot-Las Positas Community College District
LARGE LECTURE INTEREST FORM

Submit to Division Dean by _____
 (Date)

Instructor: _____

The college is interested in knowing how many instructors want to teach one or more large lecture classes for extra pay or load banking. We are taking steps to plan and approve large lectures before the term begins. This request does not constitute approval. Approvals will be granted after the requests have been analyzed and budget has been identified.

Directions for Instructor: List one or more of your assigned classes below. Indicate whether you would like compensation in CAH (Full-Time only) or hourly pay. In the "Max. Enroll." column, indicate the maximum enrollment you would take in the room scheduled. In the "Max. Enroll. in Large Room" column, indicate the number of students you would take if this class moved to a larger room. Sign the form and submit to Dean.

Directions for Deans: In the last column, indicate the maximum number of students approved. Sign the form and submit it to the Vice President of Academic Services.

CAH or Hourly Pay	Course	Section	CRN	Less than Full Term? (Y/N)	Room	Max. Enroll.	Max. Enroll. in Large Room	Deans		Academic Svcs. Use	
								Enroll. # Approved	Size at Census	Factor	

Signatures:

Unit Member*

Date:

Division Dean

Date:

Date:

Vice President of Academic Services

***IF YOU ARE PART TIME OR FULL TIME DOING THIS CLASS AS AN OVERLOAD FOR EXTRA PAY, THEN SUBMIT A SERVICE REPORT (TIME SHEET) FOR THE LARGE LECTURE PORTION OF YOUR PAY.**

Chabot-Las Positas Community College District

APPLICATION FOR DONATED SICK LEAVE
FOR SERIOUS HEALTH CONDITION

EMPLOYEE: This form is to be used to request donated sick leave for a serious health condition. No donee may receive more than 30 days of donated sick leave per academic year. Complete form and return to the Director of Human Resources at the District Office.

Print Name

Social Security Number

Current Number of Sick Leave
Days on Account

Estimated Number of Sick Leave
Days Needed

Employee's Signature/Date

PHYSICIAN: You are hereby authorized to provide the following information.

Nature of serious health condition: _____

Physician's Signature/Date

9/16/96

Chabot-Las Positas Community College District

APPLICATION FOR DONATED SICK LEAVE
FOR TERMINAL ILLNESS

EMPLOYEE: This form is to be used to request donated sick leave for a terminal illness. No donee may receive more than 100 days of donated sick leave in total. Complete form and return to the Director of Human Resources at the District Office.

Print Name

Social Security Number

Current Number of Sick Leave
Days on Account

Estimated Number of Sick Leave
Days Needed

Employee's Signature/Date

PHYSICIAN: You are hereby authorized to provide the following information.

Nature of terminal illness: _____

Physician's Signature/Date

9/16/96

Chabot-Las Positas Community College District

DONOR'S SICK LEAVE TRANSFER FORM FOR SERIOUS HEALTH CONDITION OR TERMINALLY ILL

DONOR CONDITIONS:Verified/Posted _____
Initial/Date _____

< Donor must retain at least 40 days of sick leave credits;

TRANSFER CONDITIONS:

- < The transfer must be in units of 1 day;
- < A maximum of 2 days per fiscal year may be transferred;
- < Marital Status Declaration or Spousal Consent must be completed below;
- < All donations are irrevocable once transferred;
- < Each donor may transfer leave credits once per fiscal year;
- < Donations are subject to the Chabot-Las Positas Community College District Board Policy.

I have read and do understand the above conditions. I choose to transfer _____ days of SICK DAY CREDITS.

Donor Name (Please Print)_____
Donor Signature_____
Date_____
Donor Social Security Number_____
Specific Individual Name:**MARITAL STATUS DECLARATION**

I, _____ declare under penalty of perjury that:

Print Name

Check One:

- ☐ I am legally married. *If yes, your spouse must complete next section.*
- ☐ I am not married;
- ☐ I don't know, and I've taken all reasonable steps to determine the whereabouts of my current spouse;
- ☐ I & my current spouse have executed a marital settlement (pre-nuptial) agreement pursuant to Title II of Part 5 of Division 4 of the California Civil Code or a predecessor statute, if applicable, which makes my earnings my separate property.

Donor Signature_____
Date**SPOUSAL CONSENT**

I, _____ declare under penalty of perjury that:

Print Name

I am the legal spouse of _____

Print Donor's Name

I've been informed of my spouse's transfer of sick leave which is an irrevocable donation to a district specific individual designated as terminally ill or serious health condition and I hereby consent to this transfer by my spouse.

Signature of Donor's Spouse_____
Date

TO ENSURE CONFIDENTIALITY, donor please make a copy for your records & send the original to Human Resources

***SICK LEAVE TRANSFER POLICY
FOR SERIOUS HEALTH CONDITION***

Donated sick leave for Serious Health Condition allows staff with an accrued minimum of 40 sick days to allocate one or two days a fiscal year to an individual. Your donation will not be deducted until it is used by the recipient. A recipient may not receive more than 30 days of donated leave per academic year.

***SICK LEAVE TRANSFER POLICY
FOR TERMINALLY ILL***

Donated sick leave for Terminally Ill allows staff with an accrued minimum of 40 sick days to allocate one or two days a fiscal year to an individual. Your donation will not be deducted until it is used by the recipient. A recipient may not receive more than 100 days of donated leave per academic year.

You should realize that any use of your sick days will have some impact at retirement.

The Human Resources Department shall keep the identities of any of those donating sick leave confidential.

Revised: 12/14/99

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

WORKLOAD BANKING REQUEST

(Form must be filed with Vice President when overload assignment is accepted.)

TO: VICE PRESIDENT, ACADEMIC or STUDENT SERVICES

FROM:

Faculty Signature / Date / College

APPROVED:

Division Dean / Date

FACULTY: Indicate number of hours banked prior to this request _____

- ☐ I request that _____ hours of overload for _____ Semester 20____
be applied to "workload banking."

AND/OR

- ☐ I request that the following be applied toward "workload banking":

Overload Assignment (Course Title/Section) (Semester / Year)

Units _____/Hours _____

Semester Workload Banking Leave is anticipated to be taken: _____

(This information is not binding and is helpful in scheduling assignments and leave.)

Note: Six units of load may be banked each semester. These units appear on load assignment sheet as part of "Current Carryover"; no Workload Banking notation identifies these units. No more than 16 units may be retained for Workload Banking credit. Board of Trustees approval must be granted approximately one year in advance of faculty taking Workload Banking Leave. See Contract for complete information.

Verified by: _____
Vice President / Date

Number of Hours Banked prior to this request as verified by Office of Vice President: _____

cc: Assistant Controller, Vice President-Business Services, Division Dean, District Director - Human Resources, Faculty Applicant

Chabot-Las Positas Community College District

Notice of Involuntary Transfer

In Article 13 at sections 13A.3a (1)(2)(3) & (4) the preconditions for an Involuntary Transfer are stated. This notice indicates that unit member

_____ is to be transferred to:

College _____

Division _____

The transfer will begin on _____ and will continue until

Upon request, the reason(s) for the transfer shall be provided in writing by the District to the involved unit member and to the Faculty Association.

Signed: _____

Date: _____

**Chabot-Las Positas Community College District
Counseling Division
Counselor Evaluation Form**

COUNSELOR PERFORMANCE OBSERVATION FORM

COUNSELING FACULTY STANDARDS

Counselors are expected to demonstrate a wide variety of counseling skills (listening & interviewing, trusting, encouraging, flexibility, resourcefulness, fairness) and counseling techniques while providing academic, career, and personal counseling services. Counselors are expected to demonstrate a professional degree of accuracy when providing information concerning college/university transfer, degree requirements, college/district regulations, procedures, and course curriculum information. Counselor standards include applying new technologies in delivering counseling services.

PERFORMANCE OBSERVATION

No single counselor is expected to perform all of these tasks in any single observation period and it is understood that some counselors specialize in providing services to targeted populations of students.

PART 1 ACTIVITIES - DIRECTIONS TO OBSERVER

The observer will indicate which specific activities were covered during the observation session by checking the appropriate performance element(s) listed below, and rating the specific elements observed:

INFORMATION DISTRIBUTION TASKS

SKILL RATING (Mark your Scantron)

a. New Student Information	a. Excellent	b. Good	c. Average	d. Needs Improvement
b. Course Selections	a. Excellent	b. Good	c. Average	d. Needs Improvement
c. Course Sequencing/Prerequisites	a. Excellent	b. Good	c. Average	d. Needs Improvement
d. Degree or Certificate Requirement	a. Excellent	b. Good	c. Average	d. Needs Improvement
e. Graduation Requirements	a. Excellent	b. Good	c. Average	d. Needs Improvement
f. Transfer Requirements	a. Excellent	b. Good	c. Average	d. Needs Improvement
g. Other Transfer Requirements (CAP, TAA, DAP)	a. Excellent	b. Good	c. Average	d. Needs Improvement
h. Information on other Colleges and services	a. Excellent	b. Good	c. Average	d. Needs Improvement
i. Vocational/Career Information/Clarification	a. Excellent	b. Good	c. Average	d. Needs Improvement
j. Information & Referrals to Campus Service Areas (i.e. Financial Aid Special Programs, Child Center)	a. Excellent	b. Good	c. Average	d. Needs Improvement
k. Personal issues	a. Excellent	b. Good	c. Average	d. Needs Improvement
l. Use of technologies that support counselor resources	a. Excellent	b. Good	c. Average	d. Needs Improvement
m. Other (explain)				

PART 2 NARRATIVE RESPONSE - DIRECTIONS TO OBSERVER

The observer will respond in narrative to the activities observed during the counseling session. No single counselor is expected to perform all these tasks in any single observation period.

See Page 2

COUNSELOR ACTIVITY

1. Listening and Attentiveness: _____

2. Provided a comfortable environment that encourages student interaction: _____

3. Assisted in clarifying/defining student's questions/needs: _____

4. Introduced options for clarification while giving responsibility of decision making to student: _____

5. Flexible and resourceful in responding to student's questions: _____

6. Encouraged student in developing educational goals and alternatives: _____

7. Helped student understand unclear information and/or how to find further resources such as, but not limited to, occupational information, financial aid, graduation or transfer requirements, referrals to Special Program areas, Psychology Counseling course(s), library etc.: _____

8. Provided opportunity for student to express his/her concerns and opportunities for follow-up meetings as needed: _____

9. Provided information and access to resources about long-term personal counseling: _____

10. Other (please explain): _____

Chabot-Las Positas Community College District

Counselor Evaluation Form

STUDENT SURVEY FORM

Counselor's

Name: _____

Date: _____

Please rate the services you received during your counseling session and mark your Scantron accordingly. (N/A = Non/Applicable)

- (1) **ACADEMIC COUNSELING:** Assisted in setting educational goals, helped student evaluate interests and abilities, understand requirements for various college programs or majors, and recommended proper courses for his/her goals. a. Excellent b. Good c. Fair d. Poor e. N/A
- (2) **CAREER COUNSELING:** Assisted with career clarification and provided information to help determine best preparation for reaching these goals. a. Excellent b. Good c. Fair d. Poor e. N/A
- (3) **GENERAL INFORMATION:** Provided information about college policies, procedures and deadlines; or referrals to other on-campus or off-campus services. a. Excellent b. Good c. Fair d. Poor e. N/A
- (4) **PERSONAL COUNSELING:** Assisted with personal or health problems, which may be affecting academic progress. a. Excellent b. Good c. Fair d. Poor e. N/A

Overall, I feel the counselor was:

- | | | | |
|--|--------|-------|-------------|
| (5) Interested in me | a. Yes | b. No | c. Somewhat |
| (6) Considerate | a. Yes | b. No | c. Somewhat |
| (7) A good listener | a. Yes | b. No | c. Somewhat |
| (8) Helpful | a. Yes | b. No | c. Somewhat |
| (9) Knowledgeable | a. Yes | b. No | c. Somewhat |
| (10) Would you recommend this counselor to a friend? | a. Yes | b. No | |
| (11) Additional comments: | | | |

Chabot-Las Positas Community College District

LIBRARIAN PERFORMANCE OBSERVATION FORM

The evaluator will indicate which items appeared during the observation by checking the appropriate line.

Check each of the following if observed but note: No single librarian is expected to perform all of these tasks in any single observation period and it is understood that some librarians specialize in the services that they provide.

Evaluee:	Evaluator:
	Observation Date and Time:
Librarian Performance	Evaluator Observations
Provided reference assistance to students, faculty, staff and others in utilizing the library's resources.	
Instructed students in library skills/research methods in formal classes and/or in informal sessions.	
Developed, selected, and maintained a collection of library resources to support the instructional program.	
Sought collaborative relationships with faculty for developing assignments and supporting coursework.	
Developed and taught credit and/or non-credit classes in library skills.	
Developed instructional materials that facilitate use of the library.	
Worked as a key member in the library's collaborative team environment.	
Engaged in active leadership in governance of college.	
Participated in college curriculum development.	
Took advantage of professional development opportunities to keep research and technology skills up to date.	

Chabot-Las Positas Community College District
Student Survey Form

Library Orientations

Librarian: _____ Date: _____

Course Title: _____ Semester: ☐ Fall ☐ Spring ☐ Summer

Please mark your Scantron according to the following criteria:

1. Did you find the presentation interesting?
a. very interesting b. interesting c. somewhat interesting d. not very interesting e. not at all interesting
2. Did you find the presentation well organized?
a. very well organized b. well organized c. somewhat organized d. poorly organized e. very poorly organized
3. Did the librarian use examples and illustrations?
a. very effectively b. effectively c. somewhat effectively d. not very effectively e. poorly
4. Did the librarian present library information and research strategies that were new to you?
a. yes b. no
5. Do you think that the information and skills you learned will be useful to you?
a. very useful b. pretty useful c. somewhat useful d. not very useful e. not at all useful
6. Did you feel free to ask questions?
a. very free b. free c. somewhat free d. not very free e. not free at all
7. Did the librarian show interest and enthusiasm in working with you?
a. very enthusiastic b. enthusiastic c. somewhat enthusiastic d. not very enthusiastic e. unenthusiastic
8. What do you believe the librarian did especially well in teaching you to use the library? Please write a sentence or two below and, or, on the reverse side.

Appendix 20A

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Affidavit of Domestic Partnership

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE STATEMENTS BELOW ARE TRUE AND CORRECT.

1. We have an intimate, committed relationship of mutual caring;
2. We live together (see definition on the other side of this page);
3. We agree to be responsible for each other's basic living expenses (see definition on the other side of this page) during our domestic partnership; we also agree that anyone who is owed these expenses can collect from either of us;
4. We are both 18 or older;
5. Neither of us is married;
6. Neither of us is related to the other;
7. Neither of us has a different domestic partner now;
8. Neither of us has had a different partner in the last six months (this last condition does not apply if you had a partner who died; if you did, cross this out).

We declare under penalty of perjury under the laws of the State of California that the statements above are true and correct.

Signed on _____, 20__ in _____

Signature _____ Print Name _____
(Employee)

Signed on _____, 20__ in _____

Signature _____ Print Name _____
(Employee's Domestic Partner)

YOU MUST ALSO FILL OUT THE OTHER SIDE OF THIS FORM

1. DEFINITIONS:

"Live together" means that the domestic partners share a place to live.

"Basic living expenses" means the cost of basic food and shelter. It also includes any other expense, which is paid by a benefit either partner receives because of the partnership. For example, domestic partners who receive health insurance coverage are mutually responsible for medical bills, which the insurance does not pay. It is not necessary to actually split basic living expenses to be domestic partners. The partners just have to agree to provide these things for their partner if the partner is unable to provide for him or herself.

2. ADDRESS:

Employee Name: _____

Domestic Partner Name: _____

Shared Residence Address:

3. THE LAST STEP: To complete setting up a domestic partnership, you must sign this form in front of a Notary Public, have the Notary fill in the notarization at the bottom of this page, and submit the Affidavit to the District Personnel Office.

NOTARIZATION:

State of _____

County of _____

On _____ before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared _____
Name(s) of Signer(s)

- ☐ Personally known to me
☐ Proved to me on the basis of satisfactory evidence

To be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entry upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Signature of Notary Public (Notary Public Agent is available in the District Office)

Appendix 20B

CHABOT - LAS POSITAS COMMUNITY COLLEGE DISTRICT

Selection of District Paid Tax Sheltered Annuity in Lieu of Medical Coverage

Chabot - Las Positas Community College District's collective bargaining agreements provide that if an employee does not accept any of the District's group medical benefits, the employee shall be offered a TSA with District contributions of \$100.00 per month.

1. Employees must provide a written signed request to choose not to accept any District medical benefit, and must provide evidence that they have other medical insurance coverage.
2. Employees may choose any TSA subject to current policies and practices of the District, and must open an account directly with the provider.
3. If an employee has chosen not to accept any District medical benefit and later wishes to enroll in a District medical plan they may apply only during the open enrollment period or special enrollment periods, and may be subject to any plan restrictions.
4. Employees choosing not to accept any of the District's group medical benefits will not be eligible for COBRA coverage or retiree benefit coverage unless they are enrolled at the time of separation or retirement.
5. Employees must be full time in order to qualify for this benefit.

I, _____ SS# _____, hereby decline medical coverage and accept a District paid tax sheltered annuity of my choice in the amount of \$100.00 per month. Attached is the evidence of other medical insurance coverage and proof of enrollment in the TSA company.

The TSA I wish to enroll in is _____,
(Company Name)

Signed _____

Date _____

(Return completed form to the Human Resources Office)

Appendix 20C

Chabot-Las Positas Community College District

Part-Time (Adjunct) Medical Benefits
Affidavit for Enrollment and Authorization for Payroll Deductions

I hereby certify under penalty of perjury under the laws of the State of California that I have no other access to medical insurance where all or part of the premium is paid through some other source and that the information I have provided to the District in this Affidavit is true and correct.

Name of Employee (print) _____	Social Security Number _____	Date of Birth _____
Street Address _____	City _____	State _____ Zip Code _____
Home Phone _____	Work Phone _____	
Signature of Employee _____	Date _____	

State of _____

County of _____

On _____ Date Before me, _____ Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared _____
Name(s) of Signer(s)

- ☐ Personally known to me
- ☐ Proved to me on the basis of satisfactory evidence

To be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entry upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Signature of Notary Public (Notary Public Agent is available in the District Office)

Academic Year _____

Employee _____ Division _____

Assignment Load _____ Load Verified by Dean _____ (Sign and Date)

Name of Medical Insurance Plan Kaiser Foundation Health Plan

Begin and End Date of Coverage _____

District Share \$ _____ Up to 50% Employee Share \$ _____ 50% Total Premium \$ _____

NOTE: Employee is responsible for their share of all monthly payments for medical benefit premiums either by payroll deduction or personal check.

Appendix 22A

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

FSA RECORD FORM
February 15 deadline to submit to OAS/OSS

Name _____ Date _____

College _____

Year Hired _____

Original Discipline _____

Discipline(s) Currently Assigned _____

This form follows the sequence of the Faculty Contract, Article 22. Faculty Service Areas

a. My M.A. or other advanced degree(s) qualify me for FSA(s) in: _____

b. My Subject Matter Area Credential(s) qualify(ies) me for FSA(s) in: _____

c. On the basis of an equivalency assigned in this District (date, cite supporting documentation),
I qualify for FSA(s) in the following disciplines:

1. _____

2. _____

3. _____

d. I have been the instructor of record in the District of quarter/semester-length credit courses at least
three times in the last five years (as specified below), qualifying me for FSA(s) in the following
discipline(s):

Discipline

FSA earned in quarter/semester

Year

1. _____

2. _____

3. _____

4. _____

5. _____

**Chabot-Las Positas Community College District
FSA Record Form**

- e. In addition to the Master's degree, I have completed 24 semester units, of which 12 are upper division/graduate level units, qualifying me for FSA(s) in:

Coursework *not recorded* in my personnel file qualifies me in _____

_____ discipline(s).
(Please submit official transcript.)

- f. (For counselors/librarians)

I qualify for FSA(s) in: _____
because I have performed in the District 20% of the hours per week indicated for a full load for three semesters.

- g. I teach in (a) discipline(s) which does/do not require a Master's degree. I have the combination of degree and work experience as stipulated in the Guide to Subject Matter Areas for Community College Credentials in:

Discipline	Degree(s)/License No.	Work Experience, Dates
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Please retain copy for your records

Appendix 22B

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

FSA APPROVAL/DENIAL FORM

Name _____

College _____

The Office of Academic Services/Office of Student Services approves FSAs in:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

*The Office of Academic Services/Office of Student Services denies FSAs in:

1. _____
2. _____
3. _____

**Refer to Faculty Contract, page 22-3 for appeal process.*

Signature: _____
Vice President of Academic Services or Vice President of Student Services

Date: _____

NOTE:

This is an original; please retain for your records.

A photocopy has been forwarded to Human Resources to be placed in your Personnel File.

Form May 27, 1998, revised 3/11/03

Chabot-Las Positas Community College District
Academic Productivity Application Form

Article 29 provides that each CEMC shall annually provide a prioritized list of planned activities designed to achieve cost-effective productivity improvements. This list shall consist of activities initiated in the disciplines as well as activities initiated by the CEMCs. This list shall consist of activities requiring financial support as well as activities requiring no additional financial support. The prioritization and implementation timelines of these activities will be voted on by the members of the CEMCs and the list will be forwarded to the DEMC for additional allocation, if appropriate.

Submit to the District Enrollment Management Committee (DEMC)

This application is for:

1. Research _____
Service/Project _____
2. Reassigned Time _____
Stipend _____
Overload and/or summer work _____
3. One Semester _____
One summer session _____
One academic year _____

Project/Service Starting Date: _____

Project/Service Ending Date: _____

Title and brief summary of your project/research?

In addition, provide a complete description of the project/research including answers to all of the issues identified below (attach additional pages as needed). All requests for reassigned time, overloads or stipends shall be evaluated using all of the following criteria. For the purpose of ranking proposals, points are to be awarded using the following scale.

1. Describe the identified problem/need in terms of the intended productivity gains to be achieved if the problem is remedied. (0-10 points)
2. Describe the intended productivity gains in detail (economic and non-economic gains) including the methods that will be used to verify that the gains have been achieved. (0-30 points)
3. Describe the required changes to be made in the course/service delivery system(s), the required equipment to be purchased, the support staff required and/or the modification in current practices/policies/policies that will be needed. (0-20 points)
4. Explain if the proposed productivity improvement also supports one or more of the District's/College other primary goals (0-5 points)
5. Describe how the proposed project activities will update curriculum/service delivery system(s) and will provide sound evidence of enhanced instructional service delivery effectiveness. (0-30 points)
6. Describe the proposed project's costs and indicate the necessary personnel, equipment, supplies and other ancillary costs that will be necessary to support the project. (0-15 points)

All applicants for Productivity Improvement (Reassigned Time, Stipend, or Overloads) must complete the work describe in this application within the time period of the contract. Once all approved work is completed the unit member must submit a report to the CEMC. Should the CEMC find that the purposes for which any release time or monies had been granted had not been reasonable carried out, it may be necessary to recover the monies paid or the release time granted to the unit member.

Chabot-Las Positas Community College District

RETRAINING LEAVE REQUEST

Must be filed by October 1 for a Spring Semester Leave or by April 1 for a Fall Semester Leave.

Article 31 in the Agreement between the District and the Faculty Association states that a unit member or management may initiate a request for Retraining Leave

Eligibility: The unit member must have been employed by the District as a Regular unit member for at least four (4) years prior to application for Retraining Leave. Exceptions to this timeline will be granted by the College President or designee.

Purpose: To enhance the effectiveness of the unit member's on-the-job performance and to broaden the unit member's Faculty Service Areas in the event of a Reduction in Force. See Article 31A 2 for further description of the purpose.

Requirements: The unit member shall enroll in an accredited college or university, or some other approved program acceptable to the District, which will qualify the individual to meet the minimum qualifications and competencies necessary to provide service in the area in which he or she is preparing to work

Application: (Review Article 31 of the Agreement for Retraining Leave Requirements.)

Date:

Name:

College:

Discipline:

Dates of Requested Retraining Leave

Proposed Program of Retraining: (Attach if necessary)

State Reason for Request:

Provide Evidence of Plan or Study and/or Training: (Attach if necessary.)

Management Decision:

Approved _____

Not Approved (Give reason) _____

Chabot-Las Positas Community College District

RETRAINING LEAVE CONTRACT

Article 31A.8 of the Agreement between the District and the Faculty Association states that recipients of a Retraining Leave shall be required to serve the District for a period of equal to twice the length of the Leave after completion of the Retraining Leave. In the event of failure to render such a period of service after return from Retraining Leave, the grantee shall indemnify the District against the loss by executing a contract with the District binding the unit member to return the Retraining Leave cost through payroll deductions or by a lump sum repayment. The repayment option shall be at the District's discretion.

Date: _____

Name: _____

College: _____

Division: _____

Dates of Retraining Leave: _____

Cost of Retraining Leave: _____

I understand that I must provide the District service for a period of equal to twice the length of the Retraining Leave, or I shall indemnify the District against loss through payroll deductions or a lump sum payment. This indemnification shall be at the District's option. I understand I will submit a Retraining Leave Report.

Signed: _____ Date _____
Unit Member

_____ Date _____
District Representative

Chabot-Las Positas Community College District

RETRAINING LEAVE REPORT

Article 31A.11 of the Agreement between the District and the Faculty Association requires that the unit member provided a Retraining Leave file a report to the appropriate College President. See Article 31A.11 for details

This report is due at the beginning of the semester immediately following the Retraining Leave. Failure to submit the report on time can result in the District taking action to recover the monies paid the unit member on leave. See Article 31A.11 of the Agreement between the District and the Faculty Association.

Date:

Name:

College:

Dates of Retraining Leave:

Purpose of Retraining Leave: (Attach)

Retraining Leave Report: (Attach)

Include:

- Areas where you have been successfully retrained and can now teach.
(Include new proposed FSAs)
- Skills, knowledge, and/or competencies learned during the Retraining Leave.
- Plans to implement newly learned skills, knowledge, and/or competencies in the classroom.

