

# **TENTATIVE AGREEMENT**

**Between**

**Chabot-Las Positas Community College District**

**and**

**Chabot-Las Positas Faculty Association**

**July 1, 2015-June 30, 2018**

## TENTATIVE AGREEMENT

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and Chabot-Las Positas Faculty Association

*Charlotte Eleanora Lofft 8/27/2015*

Charlotte Eleanora Lofft  
President

Chabot-Las Positas Faculty Association  
August 27, 2015

*Wyman M. Fong 8/27/15*

Wyman M. Fong

Vice Chancellor, Human Resources  
Chabot-Las Positas Community College District  
August 27, 2015

## Summary of Tentative Agreement

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Note: New language in **Bold** and deleted language is marked with ~~strikethrough~~.

**ARTICLE 9  
WORKING CONDITIONS**

Article 9C.6 is a new article under 9C.  
All provisions of this article have remained unchanged.

**9C SAFETY**

**9C.6 Disruptive or Harassing Student Behavior**

The District shall take reasonable steps, including those set forth in this Article, to provide a workplace environment free from disruptive and/or harassing behavior by students. When a unit member has reported to the college administration through the student discipline referral form that a student is behaving in a disruptive or harassing manner:

- 1) The college administration shall begin an investigation within the timeframe specified in the Student Discipline process or within ten (10) working days, whichever is the shorter timeframe. Written confirmation that the investigation has started shall be provided to the unit member.
- 2) At the request of the unit member, the college administration shall include the FA President and/or college Grievance Officer in all communications from the District to the unit member that are made pursuant to this Article to the extent permitted by law.
- 3) The College administration shall notify the unit member in writing of the outcome of the investigation and any subsequent disciplinary process, to the extent permitted by law, including but not limited to information on any expectations or conditions of student behavior if the student is to return to class, the worksite, or the College.

If the investigation and written notification are not completed within thirty (30) days of the report by the unit member, the College administration shall provide to the unit member a written report, containing information on the status of the investigation and anticipated timeline for resolution. Such reports shall continue to be provided to the unit member every thirty (30) days until the notification of outcome required by this Article is provided.

- 4) If, after the investigation and any subsequent Student Discipline process has been completed, the unit member continues to experience disruptive or harassing behavior by the student, the unit member shall notify the Student Discipline Officer (SDO), who shall take each of the following steps:

- a. **Investigate the complaint consistent with paragraph 1 above.**
  - b. **Arrange a meeting with the affected faculty member and their appropriate administrator to discuss reasonable solutions, other than or in addition to student discipline, which can be taken to address the faculty member's concerns. At the request of the faculty member, the SDO will arrange for the meeting to be attended by the FA President and/or college Grievance Officer. This meeting shall be held within five (5) business days of the notification by the faculty member of continuing disruptive/harassing behavior.**
- 5) It is understood that the District's decision whether or not to impose student discipline is not grievable.**

## **ARTICLE 10 WORKLOAD**

### **10A. General Provisions**

The intent of this Article is to assign unit members 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.

- a. The District Management shall, in consultation with the District Enrollment Management Committee (DEMC), plan the District's operations ~~so that~~ **including** the Weekly Student Contact Hours (WSCH) ~~per Academic Year~~ per Full-time Equivalent Faculty (FTEF), ~~at initial enrollment, shall be no less than 525 in accordance with Article 26.~~ Individual assignments may vary in terms of Weekly Student Contact Hours (WSCH) according to contractual standards referred to herein. ([See Article 26: Enrollment Management.](#))
- b. 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.
- c. Managers may not perform unit member duties if any qualified unit member is available.
- d. The District shall negotiate all matters impacting working conditions.

### **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 unit member 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 agreements will be kept on file in the College's Office of Academic Services and the appropriate ~~Administrator's Division~~ Office, available for review by the unit member, and will be subject to review and renewal each Academic Year by mutual agreement. A copy of the agreement will also be sent to the Faculty Association.

### **10C. Faculty Assignments**

The workload of a Full-time Contract, Regular, or Temporary Leave Replacement unit member shall be thirty (30) A Hour units or their equivalent per Academic Year.

Unit members initially hired to teach in a specific discipline, which shall be considered their Primary Discipline, shall have the right to assignments to fulfill their Full-time

Service Obligation, as defined in [Article 10D.1](#), before unit members who are qualified to teach within the discipline but for whom it is not his/her Primary Discipline. (See [Article 1C.1h](#) for definition of primary discipline.)

- a. Rotational Seniority within the teaching specialty shall be used for scheduling up to this thirty (30) unit Full-time Service Obligation if requested by a Contract or Regular unit member. “Rotational Seniority” for this purpose means that if two (2) or more discipline unit members request a particular assignment in their Primary Discipline as fulfillment of their Full-time Service Obligation, then the assignment shall go to the unit member for whom it has been the longest period of time since he/she last received it. Unit members requesting Rotational Seniority shall do so in writing, to their **appropriate Administrator Dean**, at or before the time that principal assignments are selected for the upcoming Term.
- b. In the event that a unit member is under-loaded, not able to achieve a Load equal to a Full-time Service Obligation in his/her Primary Discipline because not enough assignments are available in their Primary Discipline, that unit member shall be eligible to take assignments for Load in another discipline for which the unit member meets minimum qualifications (Secondary Discipline—see definition in [Article 1C.1i](#).) Under normal circumstances, the unit member for whom it is a Secondary Discipline shall receive Load in that discipline after the primary members of that discipline have completed scheduling their Full-time Service Obligations, but before any assignments in that discipline are taken for overload, or offered to Emeritus Faculty or Part-time unit members.
  - (1) In the event that a unit member is under-loaded due to the cancellation of an assignment, and that unit member has an overload assignment in a Secondary Discipline, that unit member shall be eligible to convert that assignment from overload to regular Load to meet his/her Full-time Service Obligation.
  - (2) Notwithstanding the above, a unit member may fulfill a portion of his or her Full-time Service Obligation with assignments in a Secondary Discipline for which he or she is qualified, even when a full teaching Load is available in the Primary Discipline. In this case, assignments in the Secondary Discipline shall require mutual consent of the unit member, the Vice President of Academic and/or Student Services, the affected **appropriate Administrator(s) Division—Dean(s)**, and the faculty in both the unit member’s Primary and Secondary College-specific Disciplines.

### 10C.1 Full-Service Week

A full service week usually has a full instructional, counselor, librarian or special assignments’ week of **five (5) days within** the Academic Calendar unless prior arrangements are agreed to in writing by authority of **their appropriate Administrator Dean**. These prior arrangements may include a four day scheduled assignment, if the appropriate College Vice President certifies that the schedule is consistent with the Discipline Plan submitted to the appropriate College Enrollment Management Committee (CEMC).

It is understood that all unit members are accountable for committee and required meetings on days other than their scheduled assignment days if they have less than a five (5) day on-campus assignment.

## 10C.2 Final Examination Week

The Final Examination Schedule will replace the regular assignment of Instructional Faculty during the Final Examination Days. Instructional Faculty with one hundred percent (100%) Contract, Regular and Temporary Leave Replacement status shall post five (5) office hours with no more than two (2) office hours in any one (1) day except when rescheduled by their **appropriate Administrator Dean**, and shall otherwise advise their **Administrator Dean** of their whereabouts on campus by a written schedule. Counseling Faculty will hold eighteen (18) scheduled counseling hours during Final Examination Week except as their administrator may make adjustments. Library Faculty and Special Assignments Faculty will provide their full service week during Final Examination Week except the last day of finals which shall be four (4) hours. For unit members with Contract, Regular or Temporary Leave Replacement status teaching less than a one hundred percent (100%) Load, a proportionate assignment will be served in each instance (see [Article 10D.3a.](#)).

A final examination or course-related activity will be given in each course during the Final Exam Week. The final examination or course-related activity is planned to be two (2) hours in duration.

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

## 10C.3 Alternative Duty (For Four [4] Or More CAHs)

An alternative duty assignment shall be any assignment of duties which are not part of the conventional faculty assignments as Instructional Faculty, Counseling Faculty, or Library Faculty. Faculty Senate Presidents are excluded from this process. Alternative duty assignments shall be on the basis of two and a half (2.5) weekly hours per one (1) Calculated A Hour (CAH), though it is understood that these assignments subsume one (1) weekly hour of professional activities (as described in [Article 10D.3c](#)) for every three (3) Calculated A Hours (CAHs) allotted. Alternative duty assignments are college specific. Alternative duty assignments in the District Office shall be advertised District-wide.

Unit members shall be evaluated on their alternative duty assignment by the negotiated form for this purpose ([see Appendix: Alternative Duty Evaluation Form](#)).

The provisions below do not apply if the unit member's primary assignment involves duties as a Coordinator or Special Assignments Faculty person. ([See Article 10D.1f.](#))



Alternative Duty assignments for Instructional Faculty, Counseling Faculty, and Library Faculty which include four (4) or more Calculated A Hours (CAHs) per semester shall be made on the following basis:

- a. The opportunity to perform these tasks shall be reopened every three (3) Academic Years, unless the Faculty Association and District agree to the length of the assignment, with the understanding that one (1) unit member cannot serve in an alternative duty assignment for more than three (3) Academic Years without reapplying. Continuation in the alternative duty assignment is contingent upon satisfactory performance. ([See Appendix: Alternate Duty Evaluation Form.](#))
- b. Notification of available positions shall be announced by October 1, with an application deadline of October 31. The timeline shall be negotiated on a case-by-case basis for positions that arise later in the Academic Year. A single list for each college will be coordinated and sent out from the Office of Academic Services that includes a list of all assignments and assignment descriptions and qualifications. If new alternative duty opportunities become available mid-year, the ~~Division Dean~~ or appropriate Administrator will follow the process outlined in this Section.
- c. The appointment to any assignment shall be through the use of a posted assignment description and Internal Review Committee which will make its recommendation to the ~~Division Dean~~ or appropriate Administrator. The ~~Division Dean~~ or appropriate Administrator will coordinate the process. The assignment description will include a statement of assigned duties, responsibilities, expectations, and qualifications. The posted assignment description shall be distributed via email, faculty mailboxes, and a hardcopy posted in Division offices and other appropriate locations on campus.
- d. The Internal Review Committee will be comprised of two (2) faculty representatives from appropriate or related discipline(s), one (1) representative from the Academic Senate, and one (1) representative from the Faculty Association, and ~~Division Dean~~ or other appropriate Administrator. The Internal Review Committee shall give serious consideration to “rotating” the alternative duty assignment to other qualified candidates.
- e. Contract and Temporary Leave Replacement Faculty hired as Instructional Faculty, Counseling Faculty, or Library Faculty shall not be granted reassign time for the first two probationary contracts. If, however, a Contract or Temporary Leave Replacement Faculty person is hired with demonstrable work experience outside of his/her primary assignment, management shall have the option to offer the unit member up to but not exceeding four (4) CAHs of reassign time. ([See Article 14B.7.](#))

#### **10C.4 Specific Reassign Time Provisions**

##### **a. Faculty Senate Presidents and Academic Committee Chairs**

The Chairpersons of the Academic Senates shall receive seven and one-half (7.5) Calculated A Hours (CAHs) of Reassign Time for each semester of

active service, funded by the District. In addition, during the Academic Year, the District shall provide twenty-five (25) hours per month of clerical support to the Academic Senates at each college campus for the performance of duties including the transcription and preparation of meeting Minutes, maintenance of the Academic Senate website, and making copies of Academic Senate materials. The above is not subject to the alternative duty assignment process described in Article 10C.3 above.

The Chairpersons of the College Curriculum Committees, Student Learning Outcomes (SLOs) Coordinators, and Program Review Chairs shall each receive two (2) Calculated A Hours (CAHs) of Reassign Time for each semester of active service, funded by the District. [At Chabot College, the Program Review Committee is called the PRBC (Program Review and Budget Committee). At Las Positas College, the Program Review Committee is called the Instructional Program Review Committee.] These individuals are subject to the alternative duty process described in Article 10C.3 above, if released for four (4) or more Calculated A Hours (CAHs) per semester for these assignments.

Notwithstanding, each college may augment the above allocations.

b. **Discipline and Program Coordinator Reassign Time**

~~The District and Faculty Association will conduct a study to develop a consistent District-wide model for the funding of Reassigned Time at the colleges.~~

**The District and Faculty Association will conduct a study to develop a consistent District-wide model for Reassign Time at the colleges within the duration of this contract.**

**10D. Workload Assignments For Contract, Regular, And Temporary Leave Replacement Faculty ([See Appendix: Load Sheet Memo & Sample.](#))**

a. **Dual College Service for Load**

Unit members can achieve their Full-time Service Obligation (full Load) by teaching at both colleges with the mutual consent of the unit member and appropriate Vice President at each college.

b. **Minimum Qualifications**

Contract and Regular unit members shall receive full Load assignments and opportunities for overload and Summer Session assignments in their Primary Discipline. ([See Articles 10D.10-11.](#)) Minimum Qualifications shall be used to determine overload and Summer Session assignment eligibility and to augment a Load assignment if it is under-loaded.

c. **Application of Load to Summer Session Assignments**

If there will be no adverse effect on students or programs during the regular Academic Year, and if mutually agreed upon by the unit member and appropriate Vice President, up to two (2) Summer Session assignments can be counted toward the Academic Year Load requirement. If Summer Session assignments count toward the Academic Year Load requirement,

then the unit member shall be credited this entire Load amount resulting in a reduced Load during the Academic Year immediately subsequent to the agreed-upon Summer Session assignment(s) at the unit member's discretion. Notwithstanding, the unit member will fulfill all of his or her professional obligations during the Academic Year, commensurate with a full Load. This provision applies to Regular unit members only. (See Appendix: [Summer Assignment: Form for Load Credit.](#))

The effect on the unit member's Sick Leave balance and office hour obligation shall be as described in [Article 17E.](#)

~~d. **Primary Workload Requirement**~~

~~A unit 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, counseling, librarianship, and special assignments;~~
- ~~(2) Read and implement the research on the craft(s) of instruction, counseling, librarianship, and special assignments duties 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**

The Full-time Service Obligation (Load obligation) is thirty (30) teaching units of Calculated A Hours (CAHs) per Academic Year, averaging fifteen (15) Calculated A Hours (CAHs) per Semester, or the equivalent as defined herein.

**a. Faculty Lecture Hour A (CAH) is 1.00**

Calculated Faculty Hour A (CAH) has a teaching unit value equal to an hour-for-hour equivalence between assigned weekly lecture hours and faculty teaching units [e.g., three (3) weekly lecture hours equals three (3) Calculated A Hours (CAHs)]. These hours are typically known as lecture hours and presume one (1) hour of preparation and grading for each hour in class.

**b. Laboratory Hour B is calculated at 0.56, 0.75, 0.80, or 0.875 of a Calculated Faculty A Hour (CAH) and includes the following:**

- (1) Faculty Hour B.1 at 0.75 of a Calculated A Hour** is a classroom teaching hour in technical laboratories, clinics, studios, physical education activities, practice and performance classes, individualized instruction for credit apportionment, and other lab settings not included below.
- (2) Faculty Hour B.2 at 0.80 of a Calculated A Hour** is an hour of line-of-sight supervision of Nursing students in a hospital setting that is accounted for through positive attendance as well as the following courses: Dental Hygiene 57, 71A, 71B, 74A, 74B, 81A and 81B.

Faculty Laboratory Hour B.2 is also assignable to laboratory hours in any discipline in which it is shown that (a) continual line-of-sight supervision is needed for safety reasons, and (b) the level of grading or evaluation of student work necessitates a level of Instructional Faculty's involvement that significantly exceeds that normally expected for laboratory courses. Additional courses approved for Faculty B.2 are as follows:

- *Courses common to both colleges:* Anthropology 1L, Biology 10, Biology 31, Biology 50, Physiology 1, Chinese 1AB, Chinese 50ABCD, Japanese 1AB, Japanese 50ABCD, Italian 1AB, Italian 2AB, Italian 50AB, French 1AB, French 2AB, French 50ABCD, Spanish 1AB, Spanish 2AB, Spanish 50ABCD, Astronomy 30, Physics 2AB;
- *Chabot College Course:* Environmental Science 11
- *Las Positas College Courses:* Computer Information Systems 54, Computer Information Systems 55, Computer Information Systems 57, Physics 10L, Botany 1.

(3) **Faculty Laboratory Hour B.3 at 0.875 of a Calculated A Hour (CAH)** laboratory classroom teaching hour for courses that, in addition to meeting the standards described above for Faculty Laboratory Hour B.2, involve grading a minimum level of “professional quality” laboratory reports (or the equivalent), as demonstrated by (a) grading criteria specified in the course outline of record, and (b) a written Discipline Standard that details how the course meets this requirement. Courses approved for Faculty Hour B.3 are as follows:

- *Courses common to both colleges:* Chemistry 1A, Chemistry 1B, Chemistry 12A, Chemistry 12B, Chemistry 30A, Chemistry 30B, Chemistry 31, Anatomy 1, Microbiology 1;
- *Chabot College Courses:* Chemistry 5, Chemistry 8, Biology 2, 4, 6, and Physics 4ABC;
- *Las Positas College Courses:* Geology 1L, Physics 8 ABC, Physics 8D, Biology 1, Zoology 1.

(4) The District and Faculty Association shall meet annually to negotiate any further proposals for increased Load for selected laboratory based courses. Specific guidelines on how disciplines may establish eligibility of their courses for Faculty Hour B.2 or Faculty Hour B.3 are set forth in [Appendix: Establishing Eligibility For Faculty Laboratory Hours B.2 and B.3](#)

(5) **Faculty Hour B.NC at 0.56 of a Calculated A Hour (CAH)** (effective Fall Semester, 2012) is a tutorial hour in an individualized learning center, or for instruction in other situations that generate exclusively Non-Credit Full-time Equivalent Students (FTES).

The 0.56 Load factor, above, does not apply to instruction that falls under the definition of “Enhanced Non-Credit” for apportionment purposes. If these courses are offered by either college in the future, Load values and associated pay rates shall need to be negotiated by the District and Faculty Association.

- c. **Faculty Hour C is calculated at either 1.17 or 1.25 of a Calculated Faculty Hour A (CAH).**
  - (1) **Faculty Hour C.1** is a classroom teaching hour of 1.17 of Faculty Hour A with a class size of twenty-five (25) students for the following courses: English 110A, B, C, D, English 11, 12, 13; Mass Communication 1, 2, 3; ESL 131A & B; ESL 121 A&B; ESL 24 and 25.
  - (2) **Faculty Hour C.2** is a classroom teaching hour of 1.25 of Faculty Hour A with a class size of twenty-seven (27) students for the following courses: English 1A, 3, 4, 7, 52A, 52B, 70, 101A, 101B, 102 at Chabot College and 105 at Las Positas College.
  - (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. The class size shall be thirty-two (32) students at Las Positas College so long as an Instructional Assistant service is assigned to assist faculty in these courses. The class size for these courses shall be twenty-seven (27) students if Instructional Assistant service ceases or is appreciably reduced.
  
- d. **Counseling Faculty Hour D is calculated at 0.60 of a Calculated Faculty Hour A (CAH)**, based on twenty-five (25) scheduled hours per week. Workload requirements are described in greater detail in [Article 10D.4](#). Faculty Hour D is a scheduled hour of assignment of Counseling Faculty for general students and/or special programs. **The Counseling Faculty unit member will be required to maintain his or her five (5) hours of weekly professional Counseling Faculty activities and five (5) weekly professional activity hours. (See Article 10D.3c.)** If a Full-time, Regular Counseling Faculty unit member’s assignment includes the coordination of a related program, the hours spent on this coordination will be calculated as ~~D~~ **F Hours**, with the understanding that **F-Hour load do not count towards subsume a corresponding portion** of the Counseling Faculty unit member’s **weekly professional Counseling Faculty activities and weekly professional activities.** ~~other obligations. The Counseling Faculty unit member will be required to maintain his or her five (5) hours of weekly professional Counseling Faculty activities and five (5) weekly professional activity hours. (See Article 10D.3c.)~~
  
- e. **Library Faculty Hour E is calculated at .50 of a Calculated Faculty Hour A (CAH)**, based on thirty (30) scheduled hours per week. Workload requirements are described in greater detail in [Article 10D.5](#). If a Full-time, Regular Library Faculty’s assignment includes the coordination of a related program, the hours spent on this coordination will be calculated as ~~E~~ **F**

Hours, with the understanding that these hours do not count towards the Library Faculty unit member's other obligations. In addition, the Library Faculty unit member will be required to maintain his/her two and one half (2.5) hours of professional Library Faculty activities weekly and five (5) professional activity hours weekly. (See [Article 10D.3c.](#))

- f. **Special Assignments Faculty Hour F is calculated at 0.40 of a Calculated Faculty Hour A (CAH)**, and is an hour of Special Assignments that is different from the duties of [Articles 10D.1a-e](#), above. These 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 and Library Faculty who are performing coordinator duties as part of their regular Load.~~
- g. **Definition of Hours**  
Instructional (Teaching) hours consist of fifty (50) minutes; Counseling Faculty, Library Faculty, and Specific Assignments Faculty hours are sixty (60) minutes. Faculty shall conduct class during scheduled class hours as specified in the Class Schedule.
- h. **Distance Education**  
All Distance Education courses being taught for the first time by a particular Instructional Faculty unit member 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 appropriate College Curriculum Committee and any additional committee as required by the specific college.

## 10D.2 Specific Assignment Hour Definitions

- a. **Work Experience Credit**  
One (1) unit of Calculated Faculty Hour A (CAH) credit is given for every ten (10) students in supervised, on-the-job training (courses currently numbered 95). Work experience seminar hours (courses currently numbered 96) are credited as Calculated Faculty Hour A (CAH).
- b. **Internships**  
One (1) unit of Calculated Faculty Hour A (CAH) credit is given for every ten (10) students in supervised, on-the-job training (courses currently numbered 95). Work experience seminar hours (current numbered 96) are credited as Calculated Faculty Hour A (CAH).
- c. **Service Learning**  
One (1) unit Calculated Faculty Hour A (CAH) credit is given for a weekly one (1) hour lecture in which the class discusses issues in the community, receives training, and participates in reflection activities on their volunteer experience. In addition, 0.75 units of Calculated A Hours (CAHs) are given for every ten (10) students participating in the fieldwork "community service" segment of the course. If an Instructional Faculty member

supervises field work for one (1) Academic Year and the total number of students reaches ten (10) or more, then the Instructional Faculty member will receive 0.75 of a Calculated A Hour (CAH) as described above.

d. ~~**Speech and Drama Public Performance Courses**~~

~~These courses are credited as Calculated Faculty Hour A (CAH) for the maximum number of units available to students.~~

e. **Team Teaching**

If more than one (1) Instructional Faculty unit member is assigned to a class, the Instructional Faculty unit members will apportion the Load credit unless sections are combined to produce a proportionate increase in class size. In multiple team teaching situations where more than one (1) Instructional Faculty unit member 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.

f. **Colloquium**

A Colloquium is a group of students who meet with an Instructional Faculty member to consider ideas or documents of continuing importance, or a special topic. A Colloquium involves a contract between the unit member and the appropriate ~~Administrator~~ **Dean** and Vice President.

Individual unit members may request up to one (1) Colloquium per semester as part of their workload obligation. Colloquium credit is granted at the rate of one-half (0.5) of a Calculated A Hour (CAH) for every six (6) students. A Colloquium may last one (1) or more semesters, however the Load credit each semester will be based on the number of students enrolled at Census that Term. (See [Article 1C.1.cc](#) for Census definition.) (See Appendix: [Colloquium: Request to Offer](#).)

### 10D.3 Other Assignment Hours

a. **Office Hours**

(1) **Obligation**

Full-time unit members whose Load is one hundred percent (100%) teaching shall have five (5) scheduled office hours per week during the Academic Year. Unit members whose teaching Load in a given semester is less than one hundred percent (100%) shall have their office hours obligation reduced proportionately to their teaching assignment at the ratio of one (1) office hour for every three (3) Calculated A Hours (CAHs) of instruction. For instance, if a Full-time unit member's teaching Load is nine (9) Calculated A Hours (CAHs), then the unit member shall have three (3) scheduled office hours per week during that semester.

If the unit member's teaching Load up to fifteen (15) Calculated A Hours (CAHs) is not divisible by three (3) Calculated A Hours (CAHs), then he/she shall serve half of the remaining office hour if the remainder is one and a half (1.5) Calculated A Hours (CAHs) or less.

If the remainder is greater than one and a half (1.5) Calculated A Hours (CAHs), the unit member shall serve the full office hour.

*Example:*

Teaching Load of ten (10) Calculated A Hours (CAHs) equals three and a half (3.5) office hours per week.

Teaching Load of eleven (11) Calculated A Hours (CAHs) equals four (4) office hours per week.

**(2) Summer Session**

[See Article 17D](#) (Summer Session Office Hours).

**(3) Procedures**

Office hours that begin the first week of classes shall be full Instructional hours [fifty (50) minutes] and shall be held between 8:00 a.m. and 5:00 p.m. unless approved by the **appropriate Administrator** ~~Dean~~ with not more than two (2) office hours in any one day or night for unit members whose Load is one hundred percent (100%) teaching. When an Instructional Faculty member is assigned to classes at or before 8:00 a.m. or at or after 5:00 p.m. as part of his/her regular Load, a proportionate amount of that Instructional Faculty member's office hours may be scheduled before 8:00 a.m. or after 5:00 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 **appropriate Administrator** ~~Dean~~. Office hour schedules must be submitted to the **appropriate Administrator** ~~Division Dean~~ by the first day of classes and posted outside each unit member's office. Office hours shall be stated in the Instructional Faculty member's class Syllabus.

**(4) Effect of Leaves of Absence**

Regular Faculty who are on a Leave of Absence and who teach on a Part-time Faculty basis during the Leave of Absence may schedule paid office hours according to the provisions of [Article 18J.4-6](#).

**(5) Distance Education Courses**

If the primary mode of instruction of a course is via Distance Education, the Instructional Faculty member may conduct the required office hour for the course via Distance Education (see [Article 10F](#).) for Distance Education definition). Up to a maximum of three (3) office hours per week for those Instructional Faculty members providing sixty percent (60%) or more of Instructional Load via Distance Education are permitted. Distance Education office hours shall be posted online and outside the Instructional Faculty member's office.



(6) **Split Assignments**

Any unit member who has a split assignment between the two (2) college campuses shall conduct office hours at each campus in proportion to their Load at each campus. Notice of office hours and their location shall be posted outside each office and filed with the ~~Dean or~~ appropriate Administrator. Office hours shall be stated in the class Syllabus.

b. **Two (2) 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, divisions, sub-divisions, and/or college-wide committees on a regular basis. Full-time unit members will make themselves available for meetings during these times, and these meetings shall be deemed part of the five (5) required Professional Activity Hours described in Section c [Article 10D.3c] below.

(1) **Required Division and “Town Hall” Meetings**

Pursuant to this provision, the colleges may schedule standing monthly Division and/or Town Hall meetings. Full-time unit members shall be required to attend these meetings.

c. **Five (5) Required Professional Activity Hours**

Professional activities listed in this Section shall be considered to represent an additional five (5) hours per week. All Contract, Regular and Temporary Leave Replacement unit members will participate in activities including the following:

- (1) attend and participate in faculty meetings, Division meetings, subdivision and/or task force meetings, Chabot College Hour activities and/or Las Positas Town Hall meetings;
- (2) hold memberships in the Faculty Senates, and/or College or District committees;
- (3) participate in program and subject area improvement tasks such as program review, accreditation, **creating and assessing Student Learning Outcomes (SLOs), Service Learning Outcomes (SAOs), Course Learning Outcomes (CLOs), Program Level Outcomes (PLOs)**, articulation, and mentoring Contract (non-tenured) and Part-time Faculty;
- (4) meet deadlines in submittal of grades and Census Reports (see [Article 1C.1cc](#) for Census definition);

In addition to the activities listed above, as part of the five (5) weekly professional hours, unit members may also take part in activities listed below that include, but not limited to the following:

- (5) staff development activities outside of Flex Days (see [Article 1C.4f](#) for Flex Day definitions);

- (6) special responsibilities that may be appropriate to a particular unit member's assignment, such as attending advisory committee meetings, or maintaining contacts with other educational institutions, organizations, businesses or industry;
- (7) advising student clubs or activities, or other student mentoring;
- (8) outreach activities to other educational segments and the community;
- (9) tasks related to the coordination of a program or discipline that are not otherwise compensated through Reassign Time.

When the unit member has assignments for Load in more than one (1) division, it is understood that he/she will normally devote a proportionate amount of time to the work of each division.

**When a unit member is on any type of leave, no professional activities are required.**

**d. Exception to Committee Service**

Any Full-time unit member may choose to receive prior required training and then participate in four (4) Part-time 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 18I.8](#). Evaluators must be appointed by the appropriate ~~Administrator~~ ~~Division Dean~~.

**10D.4 Counseling Faculty Workload**

**a. Hours Per Week**

The Counseling Faculty Assignment shall consist of twenty-five (25) hours of direct scheduled counseling, plus five (5) additional hours of professional Counseling Faculty activities, and five (5) hours of professional activities as described in [Article 10D.3c](#). The five (5) hours of professional Counseling Faculty activities include: additional preparation; follow-up and electronic mail involving student contact; program development; professional development; counseling workshop preparation; and liaison with high schools, instructional divisions, and other college groups.

**b. Scheduled Counseling Hours**

The twenty-five (25) scheduled hours of assignment shall include Appointment Counseling Faculty Hours, Drop-In Counseling Faculty Hours, Orientations, Appointment Counseling Faculty Hours or Drop-in Counseling Faculty Hours may be scheduled during College Hour. Program Planning Sessions, Counseling Related Workshops, Transfer Related Workshops, and Embedded Counseling may be included in the Master Schedule if mutually agreed upon by the Counseling Faculty and Area Administrator; these counseling activities will be included in the production of the Master Schedule.

- (1) Appointment Counseling Faculty 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 **appropriate Administrator** ~~Dean~~ and the Counseling Faculty.

- (2) Drop-In Counseling Faculty Hours are scheduled on an “as needed” basis for needs other than Specific Appointment Counseling Faculty Hours.
- (3) Orientations are repetitive presentations to new and returning students.
- (4) If students scheduled for Appointment Counseling leave early or miss appointments, Counseling Faculty shall follow Counseling Department procedures as mutually agreed upon by the Counseling Faculty and Area Administrator.

c. **Other Specific Provisions for Counseling Faculty**

- (1) Professional Activities: [See Articles 10D.3c-d.](#)
- (2) When Counseling Faculty perform credit instruction for Load, their regularly scheduled counseling hours shall be reduced commensurately, excepting for that which is accounted as a workload residual in accordance with [Article 10D.9](#). For the purpose of this provision, one (1) Calculated A Hour (CAH) is equivalent to 29.16 cumulated scheduled counseling hours, or 1.67 hours per week over the duration of a 17.5 week semester. [e.g., a 3 Calculated A Hour (CAH) credit assignment displaces five (5) weekly Faculty D Hours.] It is understood that the office hours associated with the credit assignment shall be subsumed by, and served concurrently with, the five (5) hours of professional Counseling Faculty activities defined in [Article 10D.4a](#). In all cases, the Counseling Faculty member shall maintain his/her five (5) professional activity hours.
- (3) **If a Regular, Contract, or Temporary Leave Replacement Counseling Faculty unit member’s assignment includes the coordination of a related program, it is understood that the presumed F-hour per week, combined with student contact hours (D-hours) may exceed 25 hours per week. While there is a clear expectation that the coordination portion of the faculty member’s duties carry the presumed 2.5 weekly hours per CAH (or 1.5 F-Hours per D-Hour) commensurate with an Alternative Duty assignment, Counselor-Coordinators shall not be required to have more than twenty-five (25) total scheduled weekly hours, (i.e., the remainder of coordinator duties will be performed on a non-scheduled basis.)**

d. **Deadline for Production of the Master Schedule**

The ~~Dean~~ **Administrator(s)** with supervisory responsibilities for each College’s Counseling Faculty Department(s) (including EOPS, DSPPS, CalWORKS, or any department that contains Full-time Counseling Faculty) will, with the **advise input** of Counseling Faculty therein, produce a Master Schedule for the Summer Session and Fall Semester by the end of the first

full week of April, and for the Spring Semester by the end of the first full week of November. Counseling Faculty will provide the **appropriate Administrator** ~~Dean~~ with their input at least ten (10) working days prior to the above deadline dates for the Fall, Spring and Summer Terms. Once developed, Master Schedule changes may be made via mutual agreement.

e. **Master Schedule Assignment**

The Master Schedule shall be opened for assignment selections by Counseling Faculty through a process established by the appropriate Administrator responsible for supervision of the Counseling Faculty, with advice from the Counseling Faculty.

In the absence of a consensus amongst Counseling Faculty as to how to determine which unit member shall receive a specific assignment that is either (a) requested by more eligible unit members than are required, or (b) a critical need that would otherwise be insufficiently staffed, the Administrator responsible for supervision of the Counseling Faculty will implement a Rotational Seniority process that is similar in scope and effect to that described in [Article 10D.10](#) for overload assignments.

## **10D.5 Library Faculty Workload**

### ***Hours per Week***

The Library Faculty assignment (Library Faculty service) shall consist of thirty (30) scheduled hours per week. In addition, there will be two and one-half (2.5) hours of professional Librarian Faculty activities, which may include liaison to the outside community, liaison to instructional divisions and other college groups, and other activities related to the Specific Standards described in [Articles 14C.8](#), and [15C.8](#), plus five (5) hours of professional activities as described in [Article 10D.3c](#).

### ***Scheduled Library Faculty Hours***

The Library Faculty's scheduled hours of assignment are primarily for the purpose of reference service, collection development activities, library instruction on a not-for-credit basis (e.g., library orientations) and other activities related to maintaining library services to the college.

When Library Faculty perform credit instruction for Load, their regularly scheduled Library Faculty hours shall be reduced commensurately, excepting for that which is accounted as a workload residual in accordance with [Article 10D.9](#). For the purpose of this provision, one (1) Calculated A Hour (CAH) is equivalent to thirty-five (35) cumulated scheduled Library Faculty hours, or two (2) hours per week over the duration of a seventeen and a half (17.5) week semester.

### ***College Hours***

Library Faculty may use College Hours for either scheduled or unscheduled activities described above.

### ***Overloads and Workload Banking***

The provisions for overload service are described in [Article 10D.12](#). In all cases, order of assignments, described in [Article 18B.1e.](#), shall apply. In addition, the Library Faculty unit member will be required to maintain his or her two and one-half (2.5) professional Library Faculty hours and five (5) professional hours.

#### **10D.6 Faculty Advising For Load**

- a. Faculty advising may be undertaken by Instructional Faculty only with the approval of the administrator responsible for supervision of the Counseling Faculty. ~~In cases of Load credit,~~ The approval of the Instructional **appropriate Administrator Dean** must be obtained prior to requesting approval from the Administrator responsible for supervision of the Counseling Faculty.
- b. Faculty Advisors ~~shall~~ **may only** 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.
- f. Faculty advising will be performed on a voluntary basis, not as a requirement.
- g. Faculty Advisors will be subject to the same ~~screening~~ **training** process as Part-time Counseling Faculty.
- h. Faculty advising approved for Load will earn Load at the same rate as Counseling Faculty Hour D.

#### **10D.7 Assignments Outside The Fall And Spring Semesters**

All new Contract and Temporary Leave Replacement unit members are expected to serve two (2) additional days of Orientation immediately prior to the beginning of their first Fall Semester. ([See Article 8C.2.](#))

The District may assign Faculty Load on days that are not part of the Fall and Spring Semesters to Contract, Regular, or Temporary Leave Replacement Counseling, Library, and Special Assignments Faculty, if mutually agreed. (See below for Counseling Faculty.) Instructional Faculty shall not be assigned for Load on days that are not part of the Fall and Spring Semesters.

In the case of Counseling Faculty, the District will have certain rights of assignment outside the Fall and Spring Semesters as enumerated below. In no case will the total number of assigned days exceed one hundred and seventy-five (175) including required College Days, Convocation Day, and orientation. In the event any unit member is required to work more than one hundred and seventy-five (175) days, the unit member shall have the right to receive overload pay according to the Schedule of Part-time Faculty Service Rates. Any portion

of the assignment not compensated as overload shall count as a workload residual in accordance with [Article 10D.9](#).

~~In times of fiscal emergency, The appropriate Administrator~~ responsible for the Counseling Faculty may require Counseling Faculty to work for Load outside of the Fall and Spring Terms. ~~For the duration of this Agreement, a fiscal emergency is deemed to exist if the District's funded Full-time Equivalent Student (FTES) does not meet the college's FTES target set for the academic year. base is fewer than 16,750 Full-time Equivalent Students (FTES).~~ In these cases:

- a. The **appropriate Administrator** responsible for supervision of the Counseling Faculty shall make every effort to assign staff to fulfill the service requirement by mutual agreement among eligible faculty;
- b. All hours worked outside Fall/Spring shall be converted to Calculated A Hour (CAH), and be counted as a workload residual according to Article 10D.9 below, so the unit member may apply any positive residual to workload banking or toward taking paid **compensatory time off** ~~vacation days~~ in a future semester. **If the unit member chooses to take compensatory time off, the time off can be scheduled for consecutive days, e.g., in week-long blocks; alternatively, the unit member may apply the residual to work a reduced load over all or part of a subsequent term.**
- c. In the absence of mutual agreement to assign staff to fulfill the service requirement outside Fall and Spring Terms, the District will follow a rotational assignment procedure consistent with that described in [Article 10D.10](#), but which begins with the least senior Regular or Contract unit member.

## 10D.8 Exclusions

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

## 10D.9 Workload Residuals For Continuing Contract Or Regular Faculty (See [Article 21F.3.d](#) and [Appendix: Load Sheet Memo & Sample](#).)

~~A unit member can work up to fifty percent (50%) overload. (See Articles 10D.10 and 10D.11.)~~ When an overload assignment is incurred, the unit member can choose to place all or part of the extra Calculated A Hours (CAHs) accordingly:

- a. Into a Non-Banked Carry-over Account, subject to the restrictions below;
- b. Into a Banked Account, subject to the restrictions in [Article 12-2A.2](#);
- c. Be paid cash for all or part of the overload assignment; ~~and/or~~
- d. Non-Banked Carry-Over.

When Contract or Regular unit member's completed assignment results in an overage or underage of more than five (5) CAHs the overage (positive balance)

or underage (negative balance) must be brought to five (5) CAHs or less within two (2) Calendar Years. This shall be designated as “Non-Banked Carry-over” for the purpose of the unit member’s Load Sheet. It is understood that a unit member may exceed his/her Load obligation in any Academic Year, as long as the Non-Banked Carry-over to the next Academic Year is not greater than five (5) CAHs. (See [Article 17E](#) for Application of Load to Summer Session and Inter-session assignments.)

If the unit member is participating in Workload Banking, the excess Load is subject to limitations in [Article 12-2A.1c](#).

a. **Load Sheets and the Exclusion of Banked Load**

Workload that is banked in accordance with [Article 12-2A.1](#) shall not be considered an overage for the purposes of this Section, and the two categories shall not commingle. For this reason, a unit member’s Load Sheet shall have two (2) designations, one for Non-Banked Carry-over (overage or underage), and one for Banked Load.

A unit member may utilize the Workload Banking Request Form to transfer a specified amount of CAH from his/her positive overage (*i.e.*, Non-Banked Carry-over) into Banked Load, subject to the conditions in [Article 12-2A.1](#). Conversely, insofar as the Non-Banked Carry-over shows an underage (negative balance) the unit member may reduce the underage by transferring CAH from his/her Banked Load balance. [See [Article 12-2A.1.c\(3\)](#).]

For Counseling, Librarian, and Special Assignments Faculty, Load equivalents are shown in [Article 10D.12](#). Load sheets should be maintained for such unit members carrying over workload from one (1) Academic Year to the next. Load sheets shall be maintained for all unit members who are workload banking.

b. **Remedying an Overage Greater than Five (5) CAHs**

Workload overages may not be cashed out directly. In such case that a unit member accumulates a positive Non-Banked Carry-over that exceeds five (5) CAHs, the unit member shall be afforded the opportunity to reduce said overage to five (5) CAHs or less by electing one or more of the methods below:

- (1) The unit member may transfer a specified amount of CAH to Banked Load, within the limitations of [Article 12-2A.1](#);
- (2) The unit member may elect to work a comparable underage in the present or upcoming semester (*i.e.* fulfill less than his/her normal Load obligation) while receiving full pay and benefits;
- (3) As part of option (2) above, the unit member may specify a class to be converted from load to overload in the present or upcoming semester, as long as the resulting overload is within the limitations specified in [Article 10D.11](#).

c. **Resolution of Workload Underage for Non-Continuing Faculty**

A non-continuing faculty member with a negative Load balance shall have preference for assignments to bring his/her Load balance to “0”.

#### 10D.10 Overloads

Overloads are voluntary assignments of a Regular, Contract, or Temporary Leave Replacement unit member to additional instructional, counseling, librarianship, or other unit member duties beyond those required of a Full-time ~~unit member~~ **academic load**. During a contractually authorized semester for Instructional Faculty unit members, overload refers to units exceeding fifteen (15) Calculated A Hours (CAHs) and/or their equivalent assignment.

- a. The additional duties that comprise an overload may be additional days beyond the one hundred and seventy-five (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 and Contract unit members shall request in writing an overload assignment for the following Academic Year, Summer Session, and/or Inter-session by the end of the first week of December. The request shall specify each Term desired for overload. If the unit member fails to declare his/her interest in an overload assignment by the deadline herein, then the ~~normal~~ **contractual** assignment **based on** preference may be forfeited for that Semester, Summer Session, and/or Inter-session.
- c. Regular and Contract unit members shall have priority over Part-time unit members for performing Inter-session, Summer Session or overload assignments based on their minimum qualifications up to the contractually authorized limit of overload defined in [Article 10D.11](#) below. Rotational seniority may be invoked at a unit member’s request, as described in items (Articles 10D.10d.-e.) below, or in [Articles 10D.4e.](#) or [10D.7c.](#) for Counseling Faculty. Temporary Leave Replacement unit members shall receive overload, Summer Session or Inter-session assignments according to the procedures listed in [Article 18B.1e.](#) for Part-time unit members. Regular, Contract and Temporary Leave Replacement unit members will be compensated according to the Schedule of Part-time Faculty Service Rates for all overload work.
- d. The first round of assignments for overload shall go to unit members in the Primary Discipline. The second and subsequent rounds of assignments shall be open to all unit members who possess the minimum qualifications, including unit members for whom the discipline is secondary, provided the unit member has requested an overload assignment in the indicated discipline in accordance with item (Article 10D.10b.) above.
- e. If two (2) or more Regular or Contract unit members request assignment to the same course and section and cannot arrive at a consensus as to who will



receive the assignment, the most senior unit member who has not taught the course in the longest time for overload shall receive the assignment. If no unit member requesting the same assignment has taught the course in the past, then the most senior unit member shall receive the assignment. This provision notwithstanding, if rotational seniority is requested by a Contract or Regular unit member, then each eligible unit member shall have the right to choose an assignment, in order of seniority (initially determined by date of hire) until either all the assignments are taken, or all unit members are assigned the desired amount of overload per [Article 10D.11](#). The written request shall be specific to: (a) the Academic Year (Fall and Spring Semesters); (b) Summer Sessions; or (c) Inter-sessions. The process shall proceed as follows:

- (1) Once the most junior unit member receives an assignment in any round, the process shall wrap around to the most senior unit member who has the first right of choice in the next round;
- (2) Each Term the process shall commence where it left off the previous Term (i.e., it does not automatically begin each Term with the most senior unit member). The following guidelines shall be followed:
  - (a) When rotational seniority is requested for the Academic Year, the process commences each Spring Semester where it left off the previous Fall Semester, and commences each Fall Semester where it left off the previous Spring Semester;
  - (b) When rotational seniority is requested for Summer Session, the process commences each Spring Semester where it left off for the previous Summer Session;
  - (c) When rotational seniority is requested for Inter-session, the process commences for each Inter-session where it left off for the previous Inter-session.

If two or more categories of rotational seniority are in effect concurrently, the rotations shall be independent and separate.

- (3) In some situations (e.g., if this process is invoked in accordance with [Articles 10D.4 or 10D.7](#)), it may be appropriate to follow the order of seniority in reverse. In these cases, the initial use should start with the most junior eligible unit member.

Once rotational seniority is implemented at the request of a unit member it may be suspended by unanimous written consent of all Contract and Regular unit members assigned to the college-specific discipline or service area, as verified and approved by the **appropriate Administrator Dean**. If it is re-implemented within four (4) Academic Years, the process shall re-commence where it most recently left off.

- f. Temporary Leave Replacement unit members shall be eligible for overload, Summer Session, or Inter-session assignments according to [Article 18B.1e](#).

after Part-time unit members receive assignments. The above processes of rotational seniority and requesting assignments shall be followed if invoked.

### **10D.11 Workload Banked And Overload Limits**

Full-time Regular unit members may choose to workload bank hours in a semester in which they are providing services in excess of a full Load. In the same semester in which a Full-time Regular unit member chooses to workload bank, the Full-time Regular unit member may do an overload for hourly pay.

The total from the workload banking, overage, and the overload for hourly pay shall not exceed fifty percent (50%) **or two classes (including large lecture classes) whichever is greater not to exceed sixty percent (60%)** of a Full-time Load. **This includes** ~~including~~ Special Assignments workload equivalents, or alternatively, a single class that is greater than fifty percent (50%) of a Full-time Load. (See [Article 10D.9](#) for overage reference.) [For example, an eight and a quarter (8.25) Calculated A Hours (CAHs) lab science class that consists of a lecture that breaks into two (2) laboratory sections is considered a single class for the purpose of this provision.] ~~Notwithstanding, a unit member may work more than fifty percent (50%) overload one (1) semester and less the other semester of the same Academic Year so long as the average total does not exceed fifty percent (50%), or fifteen (15) Calculated A Hours (CAHs) for the Academic Year.~~ Additionally, overload may exceed the limits specified above by mutual agreement of management and faculty, or if all existing Part-time Faculty have an assignment **consistent with Article 18** ~~or of desired Load value,~~ or if programmatic needs require. **This includes Summer Session and Inter-Session.**

~~Summer Session is excluded from this Academic Year total. for Summer Session only, the total from both the workload banking, and overload for hourly pay and other instructional related work shall not exceed sixty seven percent (67%) of a Full-time Load.~~

#### ***Provision for Composition Load Factors***

For classes carrying a Load factor of 1.17 or 1.25, but paid at a lower Load factor (e.g. by pay rates calculated on the basis of Load factor 1.00), it is understood that the fifty percent (50%) overload cap, above, is based on the Load factor at which the assignment is paid.

#### ***Sunsetting of Limits on Assignments***

~~The fifty percent (50%) limit on overload assignments in the Academic Year may revert to sixty percent (60%), and Summer Session may revert to being excluded from a limitation, at the end of Academic Year 2013-14.~~

### **10D.12 Overload Limits And Workload Banking For Non-Instructional Faculty**

In order to determine overload limits for Non-Instructional Faculty, irrespective of whether the overload includes an instructional component, the non-instructional hours shall be converted to Calculated A Hours (CAHs) as provided below, and the fifty percent (50%) Load limit described in

[Article 10D.11](#) shall apply to the aggregated Load from both instructional and non-instructional elements. It is understood that unit members may elect to apply any Calculated A Hours (CAHs) defined herein to workload banking in accordance with [Article 12-2](#).

**a. Faculty Hour D (Counseling Faculty)**

One (1) Calculated A Hour (CAH) is equivalent to 29.167 cumulated scheduled counseling hours. Alternatively, for an overload assignment of a set number of weekly hours lasting a full semester (Fall or Spring), the Calculated A Hour (CAH) value is the number of weekly hours multiplied by the D-Hour Load factor of 0.60.

**b. Faculty Hour E (Library Faculty)**

One (1) Calculated A Hour (CAH) is equivalent to thirty-five (35) cumulated scheduled Library Faculty hours. Alternatively, for an overload assignment of a set number of weekly hours lasting a full semester (Fall or Spring), the Calculated A Hour (CAH) value is the number of weekly hours multiplied by the E-Hour Load factor of 0.50.

**c. Faculty Hour F (Special Assignments Faculty)**

One (1) Calculated A Hour (CAH) is equivalent to thirty-eight (38) cumulated hours (Faculty Hour F.) Alternatively, for an overload assignment of a set number of weekly hours lasting a full semester (Fall or Spring), the Calculated A Hour (CAH) value is the number of weekly hours multiplied by a special Load factor of 0.46, which excludes the five (5) professional hours.

**10E. Class Size**

**10E.1 Distance Education Impact**

It is understood that all Distance Education courses shall not exceed the negotiated standards for a comparable face-to-face course.

**10E.2 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~~ **include**:

- 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 Weekly Student Contact Hour/Full-time Equivalent Faculty (WSCH/FTEF) target established by the College Enrollment Management Committee (CEMC) (see [Article 26: Enrollment Management](#));
- g. The District and the Faculty Association will negotiate over any increase in minimum class size.

**10E.3 Large Enrollment Lecture Classes**

(See [Appendix: Large Lecture: Application Form](#).)

In accordance with the Division Discipline Plan (see [Article 26E.4](#)), a unit member may elect to schedule a Large Enrollment Lecture Section. The unit member may receive support from the College Enrollment Management Committee (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 of the unit member, the appropriate **Administrator** ~~Dean~~, and the appropriate 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 **appropriate Administrator** ~~Division Dean~~ at the time the class is scheduled and will be proportional to the class size at Census (see [Article 1C.1.cc](#) for Census definition).

Each approved class that is taught during the duration of this Contract shall be evaluated by the unit member offering the course and the evaluation results made available to the College Enrollment Management Committee (CEMC) upon request. This evaluation shall be submitted to the appropriate **Administrator** ~~manager~~ at the time course grades are filed, and shall include a summary of student evaluations. If a unit member teaches said class on a Part-time basis or for overload pay, service reports shall be made using monthly timesheets. Pay or Load shall be adjusted no later than thirty (30) days after the Census Report is recorded.

Compensation shall be according to the following chart:

[Class size at Census (see [Article 1C.1.cc](#), for Census information) is used to determine Load or pay factors.]

Load Factors for Large Lecture Classes	
Class Size at Census	Pay/Load Factor
55	1.10

Load Factors for Large Lecture Classes	
Class Size at Census	Pay/Load Factor
60	1.20
65	1.30
70	1.40
75	1.50
80	1.60
85	1.70
90	1.80
95	1.90
100	2.00
105	2.10
110	2.20
115	2.30
120	2.40
125	2.50
130	2.60
135	2.70
140	2.80
145	2.90
150	3.00

#### 10E.4 Maximum Class Size

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

The standard maximum class size in lecture classes that are not limited to less is forty-four (44) students.

The standard maximum class size for Mathematics lecture classes is thirty-five (35) students.

See [Article 10D.1c\(1\),\(2\),\(3\)](#) for maximum class size for English classes.

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 **appropriate Administrator Dean**.

The District and the Faculty Association will negotiate ~~over~~ any increase in maximum class.

The administration may not add a student to a class that is full, or place a student onto its Wait List ahead of other students, without the written permission of the instructor of record.

## **10F. Distance Education**

### **10F.1 Definition**

Distance Education is defined as a course of instruction, education or training where the Instructional Faculty member and the student are separated geographically. Distance Education classes where fifty-one percent (51%) or more required instructional time shifts from in-class to geographically separated instruction shall be considered online classes for evaluation purposes. (See Appendix: [Evaluation: Student Response to Instruction Form - Online Class](#), [Evaluation: Observation of Instruction Form - Online Class](#).) Communication between the Instructional Faculty member and the student is made through one (1) or more technological devices. It is understood that Distance Education classes shall not exceed the negotiated standards for a comparable face-to-face course.

### **10F.2 Distance Education Intellectual Property Rights**

Notwithstanding any other provisions of this Agreement, the unit member retains ownership of and the right to copyright course materials of Distance Education courses he/she develops, except for ownership of the courseware shell. All these materials, except the courseware shell, are not “work for hire” as that term is defined in the Federal copyright laws. Any use of these materials without the consent and/or written authorization of the originating unit member is prohibited. (See [Articles 27B.1 and 27B.2](#).)

### **10F.3 Distance Education Related Working Conditions**

Teaching of Distance Education courses shall be on a voluntary basis.

Full-time unit members who originate a new Distance Education presentation shall be guaranteed to teach that course for at least three (3) consecutive semesters in which that course is offered by the District. In the event that another Instructional Faculty member is already assigned an online section of the course, and it is within the guaranteed three (3) consecutive semesters for that initial Instructional Faculty unit member, and there are not enough sections to provide a secondary originator of a “new Distance Education presentation” of the course an assignment, then the secondary originator will receive an assignment only as it is available or after the guaranteed three (3) semesters are given to the initial Instructional Faculty member.

- a. Instructional Faculty members teaching Distance Education courses shall be evaluated with the negotiated form for said purpose. ([See Appendix: Evaluation: Student Response to Instruction Form - Online Class](#), [Evaluation: Observation of Instruction Form - Online Class](#)). Unit members shall be evaluated during their first Distance Education course.

The Web Portal shall be available for the Online Instructional Faculty members to be evaluated by the students in the Online classes.

- b. Unit members’ working hours shall be reasonable. Unit members shall not be required to instantaneously respond to student inquiries, or to respond

during otherwise duty free time. Unit members are encouraged to establish fixed hours for receiving and responding to student communications **or to hold virtual office hours proportionate to the online teaching load.**

- c. No unit member shall be displaced because of Distance Education courses.
- d. No Distance Education work shall be offered to persons not employed within the faculty bargaining unit.
- e. No work traditionally performed by unit members shall be awarded to other institutions for transmission to Chabot Las-Positas Community College District students by electronic means.
- f. Unit members shall have the opportunity to teach up to sixty percent (60%) of their regular Load in online Distance Education format (as defined in [Article 10F.1](#), above). With approval from the **appropriate Administrator Dean**, a unit member may teach more than the limit herein in online Distance Education format, on the basis of program need.
- g. Online Course Evaluation Process And Pay (see [Article 21C.1.g](#)):
  - (1) The pay for an online course evaluation shall be as specified in [Article 21C](#). The online course evaluation shall include a total of five (5) hours: three (3) hours for a “tour” of the online class with the evaluatee and to actually observe the class (with the division of time between the tour and the observation to be agreed to by the evaluator and the evaluatee); one (1) hour for the report writing; and one (1) hour for the meeting with the evaluatee. **By mutual agreement between the evaluator and evaluatee, the tour and meeting may take place virtually, such as CCC Confer, Skype, or similar media;**
  - (2) By the end of the second week of each Fall and Spring Semester, the Vice President of Academic Services at each college shall identify a list of the online unit members to be evaluated and the evaluators and provide the list to the ~~College Dean~~ **appropriate Administrators** and Faculty Association for implementation. The unit members to be evaluated should include Contract (untentured) unit members [if one (1) of the courses their Tenure Review Committee chooses to evaluate is online], Regular (tenured) unit members due for a review [if one (1) of the courses their Peer Review Committee chooses to evaluate is online], and all Instructional Faculty teaching online for the first time;
  - (3) Qualification as an evaluator is dependent upon participation in evaluation training. Training sessions for performing evaluations shall be conducted each semester at each college by the District and the Faculty Association.
- h. Unit members shall be empowered to drop and add students back into an online class electronically, and without filing a hardcopy form with Admissions and Records. (See [Article 9L.6](#))
- i. The District shall notify the Faculty Association and the Instructional Faculty unit member of Record of any plan to enter a Distance Education

course for evaluative or disciplinary reasons. Prior knowledge of the entry, though not necessarily consent to the entry, is a requirement.

- j. It is understood that the District performs captioning for videos in Distance Education classes for the purpose of providing reasonable accommodation to students in online courses who have special needs. It is further understood that these District efforts shall not include any other purpose, such as evaluation of unit members.
- k. Evaluation of Distance Education Instructional Faculty

All Distance Education Instructional Faculty shall be evaluated using the appropriate form for an online class. ([See Appendix: Evaluation: Student Response to Instruction Form - Online Class](#), [Evaluation: Observation of Instruction Form - Online Class](#)). The procedure for accessing the Distance Education class shall be as follows:

1. Qualification of an evaluator shall follow the terms of Article 10F.3g.(3) above and is dependent upon the training described therein.
2. The evaluator shall meet with the evaluatee to become oriented to the course. This meeting shall follow the terms of Article 10F.3g.(1) above. The orientation “tour” and the actual evaluator observation will be three (3) hours. The evaluator and evaluatee will mutually agree on how that time will be divided.
3. The evaluator shall be added to the course with “student access” as opposed to “instructor access”. The evaluator shall have access to the course site for a maximum of twenty four (24) hours unless the evaluatee voluntarily agrees to extend this time limit. The Blackboard Administrator at the appropriate college will add the evaluator into the course site but by default block the evaluator’s access. The evaluatee will “unblock” the evaluator at the pre-arranged observation time. It is the responsibility of the evaluatee to block, unblock, then reblock the evaluator’s access to the course to meet the agreed-upon time frame for the observation. The evaluatee shall not block access to the course site earlier than twenty four (24) hours.

The Blackboard administrator at the appropriate college will be notified by the evaluator to be removed from the course. The evaluatee may request the appropriate college Blackboard Administrator to remove the evaluator’s access after twenty four (24) hours provided that this request does not impinge upon the Blackboard Administrator’s non-work schedule.

4. The evaluator shall have access to the equivalent of one week’s worth of course content, which may be reflected in one module or whatever reasonable equivalent exists in the specific course. The observation report should be focused on this one week or module.

The evaluator shall be provided access to the course syllabus, discussion boards, and relevant exams as well as any other relevant materials related to student learning for the



week or module being observed. It is assumed that the evaluator shall have access to all general course information available to students in the course menu (course “buttons”) on the Blackboard site.

## **10G. Community Partnership Agreements**

The District shall negotiate all impact issues of Community Partnership Agreements that affect wages, hours, and working conditions of employment.

### **10G.1 Community Partnership With Off-Campus Sites For Credit And Apportionment**

There is a limited practice of offering classes at off-campus sites for credit and apportionment. Some of these classes have been at local high schools and offered to the local student population by Chabot-Las Positas Faculty. The local venue for the off-campus classes has often had a different Academic Calendar than that of the Chabot-Las Positas Community College District (CLPCCD). This Section refers to these situations.

In consideration of the potential for CLPCCD Faculty to be teaching off-campus as described above, the Parties agree to the following:

The CLPCCD Faculty shall be apprised of any different Academic Calendar in advance of taking the assignment. CLPCCD Faculty shall be paid overload according to the [Part-time Salary Schedule Service Rates](#) if the off-campus assignment requires more than one hundred and seventy-five (175) days of instruction.

1. Assignments to off-campus sites shall be completely voluntary.
2. CLPCCD Faculty shall have the same number of instructional hours per course in the off-campus sites as their on-campus faculty counterparts. To wit: If an on-campus course meets for fifty-four (54) hours during a semester, then the same course shall meet for fifty-four (54) hours at the off-campus site.
3. [Article 18B.1e](#), shall be followed. Distribution of assignments shall be as follows:
  - a. To all Contract, Regular and Temporary Leave Replacement Faculty for Load.
  - b. To Contract and Regular Faculty for overload for extra pay and Summer/Inter-Session.
  - c. To retirees with Emeritus status at District discretion.
  - d. To existing or newly hired Part-time Faculty in order to fulfill program needs according to seniority provisions in [Article 18B](#).
  - e. To Temporary Leave Replacement Full-time Faculty for overload.
4. The Faculty assignments shall be determined exclusively by either Chabot College or Las Positas College according to the Contract between the

District and the Faculty Association. Off-campus sites shall not have any rights in this determination.

5. Faculty shall be paid according to the appropriate Salary Schedule: either for Load, overload, or for a Part-time assignment.
6. Limits on assignments of Part-time Faculty shall follow the Sixty-seven Percent (67%) Law as articulated in [Article 18C.1](#).
7. The class size shall not exceed the Contract limits. [Article 10E.4](#) states that the standard lecture class size is forty-four (44) unless limited to less and the standard lecture class size in Mathematics is thirty-five (35) unless limited to less. If the class is in English, it shall not exceed the Contract standards of [Articles 10D.1c.\(1\), \(2\), or \(3\)](#).
8. If the class is offered for Distance Education, then [Article 10F.3](#) shall be followed.
9. Faculty shall be evaluated according to [Articles 14, 15 and 18](#). These off-campus sites shall have no rights with respect to the evaluation of Faculty.
10. It is the exclusive option of the CLPCCD Faculty, in collaboration with CLPCCD Management, to determine if they will serve office hours at the off-campus site. Part-time Faculty shall be paid for office hours according to [Article 21G.1](#). Regular, Contract, and Temporary Leave Replacement Faculty shall have off-campus site office hours credited as part of their Load.
11. If the Faculty person assigned to an off-campus site serves office hours as part of his/her assignment, then the office shall be at the off-campus site and shall be part of the Faculty person's duty day so as not to require an extra trip to the off-campus site for the office hour.
- ~~12. If it is necessary to provide a substitute for an off-campus class, arrangements shall be made between by the appropriate college administrator. Otherwise, the class may be cancelled at the option of the appropriate college management.~~
13. There shall be no obligation for the CLPCCD Faculty assigned to the off-campus site to participate in any special projects inherent to the off-campus site.
14. The CLPCCD Faculty are at an off-campus site to teach their courses according to their own syllabus and course outline. Off-campus sites shall not dictate the course content or the methods or modes of instruction or grading.
15. Final grades shall be due according to [Article 8C.4](#) and not less than seventy-two (72) hours after the final exam has been given.

[See Appendix: MOU Community Partnerships: Partnership Agreement: Valley Care Nursing.](#)

[See Appendix: MOU Community Partnership with Livermore Valley Charter Preparatory High School \(LVCPHS\).](#)

## **10H Assignment Outside of the 176 Required Duty Days**

If solicited by the administration, unit members are not required to participate in college activities outside of the required duty days defined in the Academic Calendar

Unit members who choose to participate in non-social college activities outside of required duty days shall receive Variable Flex Day service for their time. Examples of such non-social college activities include programs offered on a weekend or during a break in the Academic Calendar when faculty service is needed. Said Variable Flex service shall be credited pursuant to the time the unit member performed the service. (See Article 29B.b for Variable Flex Days.)

If a unit member has already earned his/her Variable Flex Day service for the given Academic Year, or if there is no Variable Flex Day in that Academic Year's Calendar, then said unit member shall be compensated at the "F" Hour rate stated in Article 21G.2. It is understood that prior management approval is needed to qualify for "F" Hour compensation.

**ARTICLE 14**  
**CONTRACT (UNTENURED) FACULTY EVALUATION**

Article 14C.5c has been revised.  
All provisions of this article have remained unchanged.

**14C.5 Professional Responsibilities**

Unit 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 (see [Articles 8C.3. and 8C.6.](#)), and on-campus staff development activities;
- c. Participate in program and subject area improvement tasks, such as **creating and assessing Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs) and Program Learning Outcomes (PLOs)**, revising and developing curricula, program review, articulation, and mentoring students and Part-time Faculty unit members;
- d. Meet deadlines and submittal of Discipline Plans (see [Articles 26E.4-26E.7](#)), schedules, grades and Census Reports (see [Articles 1C.1.cc. and 8C.4.](#)); and
- 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. The unit member may also participate in outreach activities to other educational segments and the community.

First Academic Year Contract Faculty unit members are exempt from these discretionary professional activities.

**ARTICLE 15**  
**REGULAR (TENURED) FACULTY EVALUATION**

Article 15C.5c has been revised.  
All provisions of this article have remained unchanged.

**15C.5 Professional Responsibilities**

Unit 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 (see [Article 8C.3](#)), and on-campus staff development activities;
- c. Participate in program and subject area improvement tasks, such as **creating and assessing Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs) and Program Learning Outcomes (PLOs)**, revising and developing curricula, program review, articulation, and mentoring students and Part-time Faculty members;
- d. Meet deadlines and submittal of Discipline Plans (see [Articles 26E.4 to 26E.7](#) for Discipline Plan definition), schedules, grades and Census Reports (see [Article 1C.1.cc](#) for Census definition); and
- 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. Unit members may also participate in outreach/marketing activities to other educational segments and the community.

**ARTICLE 18**  
**PART-TIME FACULTY**

**18A. Notification Of Contract And Temporary Leave Replacement Faculty Vacancies**

**18A.1 Vacancy Postings**

The District shall notify all Part-time Faculty sixty (60) days before the beginning of each semester, Inter-session and Summer Session of all Contract or Temporary Leave Replacement 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 assignment. Notification shall be made by hard copy through Faculty mailboxes and on designated bulletin boards and by electronic mail. It is understood that weekly electronic distributions from the Office of Human Resources shall continue.

Part-time Faculty shall inform the Office of Human Resources of their intent to apply for Contract and Temporary Leave Replacement vacancies by submitting a District Faculty Application within a published deadline.

~~**18A.2 Part-Time Faculty Notice To Division Dean**~~

~~Part time Faculty shall inform the Division Dean of their application for a Contract or Temporary Leave Replacement Faculty vacancy.~~

**18B. Employment Rights**

The parties recognize the provision of Education Code 87665 which states, “The Governing Board may terminate the employment of a Temporary Part-time employee at its discretion at the end of a day or week, whichever is appropriate.”

**18B.1 Part-Time Faculty Seniority**

**a. College**

The Office of Human Resources shall be responsible for verifying and maintaining a separate Seniority List for each Discipline. Disciplines shall be defined according to the Discipline List as adopted by the State Board of Governors of California Community Colleges **and college-specific disciplines as negotiated**. The latest version of the Disciplines List shall be on file in the Office of Academic Services and the Office of Student Services. A Part-time unit member may accumulate separate Seniority credit in more than one (1) Discipline.

1. **The Faculty Association Right to Review the Seniority List**

The Faculty Association retains the right to review the Seniority List and the process for determination of placement on the List at will. Within two (2) work weeks of requesting said review by the Faculty Association, the District shall make all the relevant documents available.

2. **Date Seniority List Posted Publicly**

~~The Seniority List shall be stamped with the date and posted on or before November 1.~~ **A draft Seniority List for the following academic year will be posted on or before October 15. The District will notify all Part-time unit members and the Faculty Association by email when the college-specific discipline Seniority list(s) will be made available for review in appropriate Administrators' ~~division~~ offices. This notification shall remind unit members of their right to contest their placement.** Part-time unit members shall have two (2) work weeks from the posting to contest their placement on the List in writing to their ~~Division Dean~~ **appropriate Administrator, who shall work with Human Resources to ensure due diligence. The final Seniority List shall be stamped with the date and posted on or before November 10.**

3. **Signature of Appropriate Administrator**

The appropriate Administrator shall sign the Seniority List for his/her division at the time of its posting in the division.

~~4. Specific Seniority List Provisions~~

~~i. Coaches shall be listed on the Seniority List.~~

b. **Determination of the Date of Initial Service**

Effective Fall Semester 2006, a Part-time unit member's Seniority shall be based on his/her date of initial ~~District~~ **Term of** service in the college-specific discipline. Seniority shall not be attributed on a rotational basis. Initial and/or continued placement on the Seniority List is dependent on the unit member's receiving "Satisfactory" evaluations. Evaluations done in the 2003-04 Academic Year and thereafter shall indicate eligibility for placement on the Seniority List. Further, all other employment rights criteria in this Article 18B. shall be met for placement on the Seniority List.

**New Part-time unit members will be given a provisional lottery number by Human Resources in cooperation with the Faculty Association for the first two semesters (Fall and Spring) of employment. After two (2) semesters, if a "Satisfactory" evaluation has been received or no evaluation has occurred, the new Part-time unit member will be moved to the appropriate college-specific discipline Seniority List(s).**

The first day of ~~instruction~~ the **Term Semester, Summer session or Intersession** in which a unit member **begins work** establishes ~~paid service~~ in

a **college-specific** discipline shall be the unit member's date of hire for Seniority purposes in that discipline. If two or more unit members in the same discipline have the same initial date of service, then their respective placement shall be determined by lottery. **The lottery draw will occur no later than September 15<sup>th</sup> for Fall, February 15<sup>th</sup> for Spring, and second week of the Summer or Inter-Session. Any Part-time unit member hired after the lottery draw for the specific Term will be given the next available lottery number**

1. **Break In Service**

Effective Fall Semester 2006 a break in service at the unit member's assigned college of three consecutive semesters (not including Summer Sessions or Inter-sessions) in a college-specific discipline shall result in the unit member's name being removed from that college's discipline Seniority List, except in cases of extenuating circumstances described in Subsection two (2) below. After said break, the unit member shall have to establish a new date of initial **Term** of service upon rehire in that discipline at that college. The first day of the **Term** ~~instruction of the Semester, Summer Session or Inter-session~~ in which the unit member returns to paid service in the discipline shall be the unit member's new initial date of service in that discipline for Seniority purposes.

Notwithstanding the above, unit members shall retain their seniority ranking in a college-specific discipline during periods in which they have a paid Summer Session service each Fiscal Year.

2. **Extenuating Circumstances—Not Considered A Break In Service for the Purpose of Seniority**

An absence of service shall not be considered a break in service, or otherwise count towards a break in service described in Article 18B.1b.1 above, if the Part-time unit member is not given an assignment due to a Reduction in Force, bumping by a Full-time unit member, class cancellation due to low enrollment, active military service as defined in [Article 11H.](#), or if the unit member is unable to accept an assignment for extreme personal reasons as determined and mutually agreed upon by the District and the Faculty Association, or in order to accept a Temporary Leave Replacement Full-time Instructional, Counseling, Library or Special Assignments Faculty position at another institution of higher education. With extenuating circumstances, an absence in service that exceeds two (2) full Calendar Years shall result in the unit member's name being removed from the affected college-specific discipline Seniority List.

3. **Previous Full-time Not of Emeritus Status**

It is understood that if a Full-time unit member resigns and doesn't achieve Emeritus Status, excluding faculty who resigned due to discipline or tenure denial, then that unit member shall have his/her



years of service as a Full-time Faculty person count for placement on the Seniority List **as long as the break in services is not more than three (3) academic years.**

4. **Resignation**

**If a Part-time unit member resigns from his/her position, they will then be removed from the Seniority List. After said resignation, the unit member shall have to establish a new date of initial Term of service upon rehire in that discipline at that college. The first day of the Term which the unit member returns to paid service in the discipline shall be the unit member's new initial date of service in that discipline for Seniority purposes.**

c. **Part-Time Unit Members Hired Prior to Fall, 2006**

1. The unit member's date of initial **Term of** service in the District shall become the unit member's baseline Seniority date in the college-specific disciplines into which the unit member was initially hired, provided the unit member was active in that discipline at any time during Fall Semester 2004, Spring Semester 2005, Fall Semester 2005, or Spring Semester 2006. If the unit member was inactive during this time frame or has a subsequent break in service as defined in Section b above, then Seniority shall be as set forth in Section b (**Article 18B.1b.**) above.
2. Application to unit members hired in one (1) college-specific discipline who became active in one (1) or more additional college-specific disciplines subsequent to their initial date of hire, but prior to Fall Semester 2006:

For disciplines in which the unit member was active during Fall Semester 2004, Spring Semester 2005, Fall Semester 2005, or Spring Semester 2006, the initial date of service in the college-specific discipline shall be the baseline Seniority date in that discipline at that college. For any discipline in which the unit member was inactive during the time frame shown above or in which the unit member has a subsequent break in service as defined in Section b above, then Seniority shall be as set forth in Section b above.

- (a) Unit members shall provide information, along with documentation if possible, to his/her **appropriate Administrator** with regard to their initial **Term of** service dates in all college disciplines in which they have recent services as defined above, for which they wish to establish a baseline Seniority date.
  - (i) In circumstances where reliable information is difficult to obtain, or in which ambiguities or special considerations warrant, the case shall be reviewed jointly by the District and Faculty Association, so that the fairest possible baseline Seniority date may be determined.

3. For any new discipline in which the unit member becomes active in Fall Semester 2006 or later, Seniority shall be determined by the procedure for new unit members hired Fall Semester 2006 or later.

d. **Distribution of Assignments**

Assignments to Part-time Faculty will be based first on program needs. ~~Program needs include, but are not limited to, the unit member's qualifications to carry out the assignment and his/her education, expertise, and/or demonstrated experience in aspects specific to the assignment; unit member ability to use and expose students to current information, technology, and skills required in this assignment; and the unit member's previous performance record ("Satisfactory" or better evaluations) and adherence to District Rules and Regulations) and adherence to contractual requirements stated under this Agreement. and District/College Policies and Procedures.~~ District Program needs shall have priority over the Part-time Seniority List. (See Article 18B.2 below.)

e. **Order of Assignments**

The order of assignments for the Academic Year and Summer/Inter-session shall be according to the following priority:

1. To all Contract, Regular, and Temporary Leave Replacement Faculty for Load;
2. To Contract and Regular Faculty for overload for extra pay and Summer/Inter-session, in accordance with the Load limits defined in [Article 10D.11](#) (see Articles also [10D.10](#) and [17E.](#)). Minimum qualifications shall be used to determine overload, Summer Session and Inter-session assignment eligibility.

This provision applies to Regular Faculty on Workload Banked Leave of Absence (see [Article 12-2A.8](#)).

See [Article 12-1A.3g.](#) for exception if Regular Faculty is on a Sabbatical Leave of Absence;

3. To retirees with Emeritus Status (see [Board of Trustees Policy 4074](#) for Emeritus Status) at the District's discretion. Emeritus Retirees will not be placed on the Part-time Seniority List, and they shall be subject to the evaluation process outlined in this Article **18I.1. Emeritus Faculty is encouraged to fill out an Assignment Preference and Availability form on a yearly basis;**
4. To existing or newly hired Part-time Faculty in order to fulfill one (1) or more program need(s) according to [Article 18B.](#) (includes non-Emeritus Faculty who resigned—See Article 18B.1.b2. above.);
5. To Temporary Leave Replacement Full-time Faculty for overload.

f. **Assignment Preference and Availability Form**

**Part-time unit members shall complete an Assignment Preference and Availability Form each year for the subsequent Academic Year. When**

~~the list of assignments needing Part-time Faculty staffing becomes available for a discipline, all qualified Part-time Faculty on the discipline Seniority List shall receive an Assignment Preference Form from their Division Dean. The Assignment Preference and Availability Form shall be mailed to the home address via the U.S. Mail or emailed via campus email no later than the first week in December by their appropriate Administrator's Office. In the event that the part-time faculty member is hired after the first week in December, he/she shall be given the opportunity to submit an Assignment Preference and Availability Form within two (2) week of hire pursuant to this article. If the unit member has established communications with his/her Division Dean via District or Campus electronic mail (email), the Assignment Preference Form may be emailed instead.~~ The Assignment Preference **and Availability** Form shall request Part-time unit members to indicate their interest and availability for an assignment(s) each Semester or Inter-session or Summer Session consistent with [Article 18C.3](#). The Assignment Preference **and Availability** Form shall ~~contain the Division Dean's fax number~~ **shall be provided in the form of a fillable PDF document**. The Part-time unit member shall return the form to **their appropriate Administrator's Division Dean Office, via email**, no later than January 5 of the following Calendar Year. ([See Appendix: Assignment Preference and Availability Form.](#))

The **appropriate Administrator** ~~Division Dean~~ shall keep the returned Assignment Preference **and Availability** Form for **one (1) Academic Year** ~~a full semester (not counting Summer Session)~~ after the course is offered and shall produce it within five (5) days if requested by the Part-time unit member or the Faculty Association. The unit member may update the Assignment Preference **and Availability** Form every Academic Term, including Summer Session, in advance of the distribution of assignments so as to keep the Assignment Preference **and Availability** Form current as to the unit member's availability.

g. **Part-time Unit Member Assignment Guidelines**

After Full-time Faculty receive overload assignments according to [Articles 10D.b, 10D.10, and 17A.](#), and Emeritus Faculty receive assignments at District discretion, according to 18B.1.e above, the **appropriate Administrator** ~~Division Dean~~ may reserve up to twenty percent (20%) of the total Part-time Faculty Full-time Equivalent Faculty (FTEF) remaining to the discipline to assign at his/her discretion (see Article 18B.1d. above).

**For any term (including Summer and Inter-session)**, Part-time unit members shall be offered an assignment of maximum Load requested, up to sixty-seven percent (67%) [10.05 Calculated A Hours (CAHs) or equivalent], that is workable within the constraints of the available **college-specific discipline** assignments, in order of Seniority, before the next senior Part-time unit member receives his/her assignment. Offers of assignment may be made in person, or via the unit member's home or off-campus work

phone (if provided), ~~or the U.S. Mail~~ **or via campus email**. The process shall continue until all Part-time assignments have been distributed. The unit member has the right to decline any or part of the offered assignment without penalty.

1. Part-time unit members have seventy-two (72) hours to accept the assignment. At the time assignments are made, the most current Seniority List will apply.
2. If a course of instruction, ~~or Counseling Faculty hours, Library Faculty hours, or other assignments~~ become available after the procedure for making assignments has begun, these shall be assigned to unit members, taking into account program needs, in the exact manner and order described in [Article 18B.1e](#). above. When assignments are made from the Seniority List in this circumstance, the offering of the assignments will start with the most senior Part-time Faculty who has less than a sixty-seven percent (67%) Load already assigned that is **workable within the constraints of the available of college-specific discipline assignments**. No unit members, Contract, Regular, Temporary Leave Replacement or Part-time, are allowed to change or modify their original assignment when taking new assignments under this circumstance. At the time assignments are made, the most current Seniority List will apply.
3. Part-time unit members offered an assignment within thirty (30) days of the start of the assignment shall have twenty-four (24) hours to respond by telephone (email or fax permitted). If no response has been received within twenty-four (24) hours, the **appropriate Administrator** ~~Division Dean~~ shall follow the order of Seniority in offering the assignment consistent with [Article 18B.1e](#). above. Contact shall be made either at the Part-time unit member's ~~home~~ **phone number**, ~~or~~ in person, **or via campus email**.
4. **Guidelines Specific to Counseling and Library Faculty**

**All assignments will be made in a manner that is workable within the constraints of the available college-specific discipline assignments.**

**For Summer session and Inter-session, Counseling faculty will be limited to a maximum of 28 hours per week and Library faculty will be limited to a maximum of 33 hours per week, regardless of the number of weeks the unit member works during the session.**

**For Fall and Spring Semesters, Counseling will be limited to a maximum aggregate total of 280 and Library faculty will be limited to a maximum aggregate total 335 (Library) hours during the Semester.**

- h. **Evaluation(s)** see [Article 18I.2](#).
- i. **Grievance** see [Article 18I.9](#).

## 18B.2 Program Needs

Program Needs includes, but is not limited to, a unit member's ~~qualifications to carry out the assignment and his/her education,~~ expertise and/or demonstrated experience in the specific requirements of the assignment, the unit member's ability to use and expose students to current information, technology, and skills required in this assignment; and the unit member's previous performance record ("Satisfactory" ~~evaluation~~) ~~or better and adherence to District Rules and Regulations~~ **and adherence to contractual requirements stated under this Agreement.** ~~and District/College Policies and Procedures.~~ (See [Article 18B.1d.](#))

## 18C. Offer of Employment

### 18C.1 Limits on Assignments

It is understood that all Contract and Regular Full-time unit members (**including Instructional, Counseling, Library, and Special Assignment Faculty**) shall be offered overload assignments ~~for extra pay~~ up to fifty percent (50%) **or two classes (including large lecture classes) whichever is greater not to exceed sixty percent (60%)** (see [Article 10D.11](#)), before Part-time unit members are given offers of employment. It is further understood that all Contract and Regular Full-time unit members shall receive Summer Session and Inter-session Assignments before Part-time unit members are hired for these periods. (See [Articles 17A](#) and [18B.1e.](#))

### 18C.2 Additional Assignments

Once course assignments have been made to all Contract, ~~and~~ Regular, and **Temporary Leave Replacement** Full-time unit members, and before new Part-time unit members may be hired, the District shall offer Part-time unit members additional assignments **that are workable within the constraints of the available college-specific discipline assignments**, until they achieve **up to** sixty-seven percent (67%) of a Full-time workload within their discipline according to [Articles 18B.1](#) and [18B.2](#). (See [Article 18J.1-3.](#))

Sixty-seven percent (67%) of a Full-time Workload is 10.05 Calculated A Hours (CAHs) or equivalent. (See [Article 1C.1d.](#))

### 18C.3 Assignment Preference and Availability Form

Each college shall make available to Part-time unit members the negotiated form on which Part-time unit members shall indicate their interest and availability for an assignment each Semester and Inter-session or Summer Session. (See Appendix: [Assignment Preference and Availability Form.](#))

## 18D. Staff Development

Part-time unit members required by the District to attend on-campus meetings shall be compensated for the meeting at the rate articulated in [Article 21G.2b](#). In addition, Part-time unit members shall be compensated at the rate articulated in [Article 21G.2a](#). for the initial orientation meeting for new unit members and for in-service training as approved

in writing by the appropriate College Vice President of Academic Services or College Vice President of Student Services (see Appendix: [Service Report: Academic Non-Instruction](#)). Prior written approval from the appropriate College Vice President of Academic Services or appropriate College Vice President of Student Services must be obtained for any compensation for in-service training.

This training, in order to be compensated, must be specifically related to the course of study taught by the individual unit member. Approved online training qualifies for compensation on par with approved face-to-face training.

#### **18E. Staff Development Committee Representative**

A Part-time unit member shall be placed on the Staff Development Committee as a representative of the Part-time Faculty.

#### **18F. Part-Time Faculty Sick Leave Of Absence: Earning And Accumulating**

See [Article 11A.3](#).

#### **18G. Notification Of Part-Time Faculty Sick Leave Of Absence**

Each unit member shall be notified of the accumulated Sick Leave earned during the regular Academic Year and /or the Summer Session or Inter-session with each monthly Pay Warrant. (See [Article 11A.2e.](#))

#### **18H. Contract, Regular And Temporary Leave Replacement Faculty Bumping Rights**

Contract, Regular and Temporary Leave Replacement unit members who experience a class cancellation of classes for Load may bump a Part-time unit member only before the first class meeting and only if he/she has no overload that can be applied to his/her Load. Banked Load shall not be invaded for this purpose. Part-time unit members shall not have the right to bump other Part-time unit members when a course is cancelled. Instead, the course assignments shall continue as originally scheduled.

If Summer Session or Inter-session Assignments have been made and class cuts are made thereafter, then the **appropriate Administrator** ~~Division Dean~~ will re-do assignments to give access to the unit member at the same percentage of Full-time Equivalent Faculty (FTEF) as before the cuts were made, if available. **This paragraph does not apply to Temporary Leave Replacement Faculty.**

##### **18H.1 Compensation in the event of class cancelation**

**Part-time faculty shall be paid for the first week of an assignment when class is cancelled, less than two weeks before the beginning of a semester. If a class meets more than once per week, part-time faculty shall be paid for all classes that were scheduled for that week.**

#### **18I. Evaluation**

The purpose of Part-time unit member evaluations is to ensure that the District retain Part-time unit members 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 unit members 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 Sections 87663, 87664, and 87665 of the California Education Code.

### 18I.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 unit member evaluatee;
- b. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of unit members 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;

[See Appendices:](#)

[Evaluation: Counseling Faculty Evaluation Form: Student Survey](#)

[Evaluation: Counseling Faculty Performance Observation Form](#)

[Evaluation: Institutional Researcher \(Special Assignment Faculty\): Client Survey Form](#)

[Evaluation: Library Faculty Performance Observation Form](#)

[Evaluation: Library Faculty Orientation: Student Survey Form](#)

[Evaluation: Observation of Instruction Form - Online Class](#)

[Evaluation: Observation of Instruction Form: Math X](#)

[Evaluation: Observation of Instruction Form: Face to Face Class](#)

[Evaluation: Student Response to Instruction Form: Face to Face Class](#)

[Evaluation: Student Response to Instruction Form: Online Class](#)

The above forms shall be amended with the following:

1. A space for the supervisor to agree or disagree with the evaluation.
  2. A space for the supervisor to add comments.
- d. The unit member evaluatee has the right to respond in writing to the evaluation(s). Written responses shall become part of the unit member evaluatee's Personnel File (see [Article 16-1A.](#));
  - e. Enrollment management data shall be excluded from the entire evaluation process; and
  - f. ~~The results of the evaluation shall be provided to the Part-time unit member evaluatee within fifteen (15) days of completing the process.~~ **The evaluator should notify the appropriate Administrator first of the result of the observation visit for the Administrator's summary review. The evaluator should notify the Part-time unit member of the result of the evaluation within fifteen (15) work days of the observation visit.**
  - g. Non-retaliation

There shall be no retaliation against a Part-time unit member who voices an opinion or files a signed written opinion.

## 18I.2 Evaluations

Part-time unit members shall be evaluated ~~during~~ **within** the first **two terms** ~~semester~~ of employment ~~during the Academic Year~~. This process shall be repeated in all disciplines where the Part-time unit member is assigned. Evaluations shall be peer review driven with coordination and appropriate involvement of the **appropriate Administrator** ~~Division Dean~~ (Education Code 87663). Thereafter evaluation shall be done at least once every three (3) Calendar Years of employment. If there is a break in service of two (2) Academic Years, the unit member shall be evaluated during the first semester of reemployment. The date the unit member discussed his/her evaluation with the evaluator or his/her **appropriate Administrator** ~~Division Dean~~ shall be included in the written evaluation document. Evaluations shall address the Faculty Standards in [Article 18I.7](#). Each segment of the relevant Faculty Standards shall be addressed.

There shall be no adverse impact upon Seniority List placement due to the failure to institute the contractually required evaluations. Evaluations reflect “Satisfactory”, “Needs Improvement” or “Unsatisfactory”. “Satisfactory” guarantees placement on the Seniority List or retention of placement on the Seniority List. In addition, all other criteria in [Article 18B](#), must be met. If a Part-time unit member is assigned in more than one (1) discipline, this process shall be applied to each discipline **equally separately**.

Notwithstanding the above, the parties recognize the provisions of Education Code 87655 which states, “The Governing Board may terminate the employment of a Temporary (Part-time) employee at its discretion at the end of a day or week, whichever is appropriate.” In exceptional circumstances, upon the recommendation of management, a Part-time unit member may be terminated from District employment without a second evaluation described in **Articles 18I.2a. and 18I.2b.** below. This termination may occur at the end of the day or week, whichever is appropriate, and the unit member shall be notified.

### a. Needs Improvement Status

A Part-time unit member is in “Needs Improvement” status if his/her most recent evaluation carries ~~the a final evaluation~~ **summary** of “Needs Improvement.” The intent of a “Needs Improvement” recommendation is that the unit member be given an opportunity to improve, and resulting in a “Satisfactory” follow-up evaluation. **At the request of the Part-time unit member, the Faculty Association shall function exclusively to monitor the evaluation process as to contract and procedural due process issues.**

#### 1. Process and Timeline for Needs Improvement Status

- (a) Categories for which improvement is recommended shall be specifically indicated in an evaluation conducted by a unit member or by the **appropriate Administrator**, in accordance with Article 18I.2 above or Article 18I.3 below. These categories must conform



- to those listed in [Article 18I.7a.-f.](#) and/or those listed in the negotiated evaluation forms used in the initial evaluation process;
- (b) An evaluation with the recommendation of “Needs Improvement” shall be forwarded to the appropriate **Administrator** ~~Division Dean~~ within ~~two (2) weeks~~ **fifteen (15) work days** of the Part-time unit member evaluatee receiving the written evaluation;
  - (c) The **appropriate Administrator** ~~Division Dean~~ will convene a meeting with the Part-time unit member evaluatee and the evaluator within ~~two (2) weeks~~ **fifteen (15) work days** of receiving the written evaluation. The purpose of the meeting is to clarify the evaluation and the areas that need improvement;
  - (d) The unit member evaluatee ~~shall~~ **should** be re-evaluated within the next ~~full semester~~ **Term**. If the unit member evaluatee does not have an assignment during that time, re-evaluation will occur the next ~~semester~~ **Term** in which he/she has an assignment. The re-evaluation will be performed by a different evaluator;
  - ~~(g)~~ (e) If a Part-time unit member evaluatee receives a “Satisfactory” evaluation, he/she is taken off “Needs Improvement” status. Notwithstanding, the **appropriate Administrator** ~~Division Dean~~ may elect to accelerate the timeline for the next regular evaluation, in accordance with Article 18I.3 below.
  - ~~(e)~~ (f) If the subsequent re-evaluation described in ~~(d)~~ Article 18I.2a.1.(d) above ~~results in another “Needs Improvement” recommendation~~ **results in a final summary of “Needs Improvement” or “Unsatisfactory,”** the unit member evaluatee’s performance shall **not** be considered ~~unsatisfactory to uphold a standard that warrants rehire preference.~~ **and** The unit member shall be removed from **or not placed on** the Seniority List(s). **If the unit member evaluatee has received an assignment(s) for the Term(s) following the unit member evaluatee’s removal from the Seniority List(s), the appropriate Administrator will reassign the course(s), counseling or library assignment in accordance with Articles 18B.1d., 18B.1e, and 18B.1g.**
  - ~~(f)~~ (g) If a unit member evaluatee who has been removed from the ~~Part-time Faculty~~ Seniority List **pursuant to Article 18I.2a.1.(f) above** and is rehired at a later date, for Seniority purposes **the unit member shall be treated as a new hire.** The new date of initial **Term of** service shall be the first day of **the Term** ~~instruction for the semester, not including Summer Session or Inter-session,~~ when the unit member returns to paid service, **pursuant to Article 18B.1b.**

b. **Unsatisfactory Status**

“Unsatisfactory” means that the Part-time unit member’s ~~has been notified that his/her~~ performance is **deemed** unsatisfactory for continued

employment. ~~“Unsatisfactory” status, as corroborated by a second evaluation done at least ten (10) work days later but no longer than twenty-one (21) work days, by a different evaluator in accordance with this Article 18I.2, shall result in the unit member’s removal from the Seniority List. The opportunity to work with a faculty mentor may be offered by the supervisor or may be requested by the Part-time unit member. At the request of the Part-time unit member, the Faculty Association shall function exclusively to monitor the evaluation process as to contract and procedural due process issues. These cases shall be referred to the Division Dean for further action. If the unit member is rehired at a later date, he/she will establish a new date of hire. A Part-time Unit member is in “Unsatisfactory” status if his/her most recent evaluation carries a final summary of “Unsatisfactory.” At the request of the Part-time unit member, the Faculty Association shall function exclusively to monitor the evaluation process as to contract and procedural due process issues.~~

**1. Process and Timeline for Unsatisfactory Status**

- (a) Categories for which the unit member is deficient shall be specifically indicated in an evaluation conducted by a unit member or by the appropriate Administrator, in accordance with Article 18I.2 above or Article 18I.3 below. These categories must conform to those listed in [Articles 18I.7a-f](#), and/or those listed in the negotiated evaluation forms used in the initial evaluation process;**
- (b) An evaluation with the recommendation of “Unsatisfactory” shall be forwarded to the appropriate Administrator within fifteen (15) work days of the observation visit;**
- (c) The appropriate Administrator will convene a meeting with the Part-time unit member evaluatee and the evaluator within fifteen (15) work days of receiving the written evaluation. The purpose of the meeting is to clarify the performance areas in which the unit member’s performance was deemed deficient;**
- (d) A second evaluation will normally be performed within fifteen (15) work days after the meeting with the appropriate Administrator, evaluatee, and evaluator. The second evaluation shall be done by a different evaluator in accordance with this Article 18I.2. At the appropriate Administrator prerogative, this required re-evaluation may be deferred to the following Term. In such cases, the appropriate Administrator may offer an assignment for the following semester that carries less than the sixty seven percent (67%) Load entitlement given in Articles 18b.1g., 18C.2 and 18J.;**
- (e) If the subsequent re-evaluation described in Article 18I.2b.1.(d) above again results in a final summary of “Unsatisfactory,” or results in an final summary of “Needs Improvement,” the unit member evaluatee, who is on the**

Seniority list shall be removed from the Seniority List. If the unit member evaluatee has received an assignment for the Term(s) following the re-evaluation which resulted in an “Unsatisfactory” or “Needs Improvement” status, the appropriate Administrator will reassign the course(s), counseling or library assignment(s) in accordance with Articles 18B.1d., 18B.1e. and 18B.1g.);

- (f) If the subsequent re-evaluation described in Article 18I.2b.1(d) above results in a final summary of “Satisfactory,” the unit member is taken off “Unsatisfactory” status. The unit member will be re-evaluated under provisions of Article 18I.2a. during the following semester.
- (g) If a unit member evaluatee who has been removed from the Part-time Faculty Seniority List is rehired at a later date, for Seniority purposes he/she shall be treated as a new hire. The new date of initial Term of service shall be the first day of the Term when the unit member returns to paid service, pursuant to Article 18B.1b.

### **18I.3 Additional Evaluations**

Management reserves the right to conduct more frequent evaluations. **These unscheduled evaluations may be conducted by the appropriate Administrator or different full-time faculty member than the initial Evaluator.**

### **18I.4 Student Evaluations**

The negotiated standard Student Evaluation Forms shall be distributed and collected by the evaluator as part of the classroom visit or appropriate observation. (See Appendices: [Evaluation: Counselor Faculty Evaluation Form: Student Survey](#), [Evaluation: Library Faculty Orientation: Student Survey Form](#), [Evaluation: Student Response to Instruction Form: Face to Face Class](#), [Evaluation: Student Response to Instruction Form: Online Class](#).) The negotiated standard Student Evaluation Forms shall be summarized as part of the negotiated evaluation report. The negotiated student evaluation forms shall be anonymous. ~~and shall be returned to the Part-time unit member evaluatee at the end of the Academic 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. **The student evaluation forms should be returned by the appropriate Administrator to the Part-time unit member evaluatee at the end of the Academic Term after grades have been submitted.**

### **18I.5 Rights Of Part-Time Faculty To Perform Evaluations/ Evaluation Training**

A qualified Part-time unit member may perform Part-time Faculty evaluations. Part-time unit members shall not evaluate other Part-time unit members with whom they compete for assignments within a discipline.

Qualification as an evaluator is dependent upon participation in evaluation training. Training sessions for performing evaluations shall be conducted by the Faculty Association on an annual basis as part of Staff Development activities. Part-time unit members who have completed their third semester or later of employment in the District, who have completed one training session on evaluation, and who have “Satisfactory” ~~status been evaluated with above average ratings~~, shall be eligible to become evaluators. Compensation for completing a training session shall be made, not to exceed three (3) hours at the rate stated in [Article 21G.2b](#).

The Part-time unit member who performs evaluations shall be paid according to [Article 21C.1f](#) to perform the evaluation service.

### **18I.6 Evaluation Of Contract, Regular, And Temporary Leave Replacement Faculty Performing Overload**

Contract, Regular and Temporary Leave Replacement unit members who are providing service on an overload Part-time assignment outside their Primary Discipline shall be evaluated as per the guidelines as set out in this Article.

### **18I.7 Faculty Standards**

#### **a. 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 unit member is asked to assume the personal and professional obligations which inhere in a career as college Instructional, Counseling, Library or Special Assignments Faculty. The Faculty are expected to be professionals with students, colleagues and staff, **adhere to the assignment responsibilities**, ~~District college policies and procedures~~ 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 Faculty Standards are set forth for Instructional, Counseling, Library and Special Assignments Faculty.

#### **b. 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; and
- (4) Creating opportunities for students to assume responsibility for their own learning.

**c. Professional Responsibilities for All Part-Time Faculty**

- (1) Participate in program and subject area improvement tasks such as creating and assessment of Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs) and Program Learning Outcomes (PLOs), program review, and curriculum development.**

**e-d. Specific Standards for Part-time 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 consistent with the official course outline;
- (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 unit members within a team teaching class (see [Article 10D.2e.](#) for definition) have adopted a required text, that text must be used unless the unit members 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; and
- (10) Meet deadlines and submittal of Census Reports and grades. (See [Article 1C.1.cc.](#) for Census definition.)

**d e. Specific Standards for Part-time Counseling Faculty**

- (1) Working in and supporting a collaborative Counseling Division team environment **and meeting assignment responsibilities;**
- (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; and
- (8) When applicable to a particular coordination assignment, demonstrating planning and vision in delivering counseling and student support services.

**e.f. Specific Standards for Part-time Library Faculty**

- (1) Working in and supporting a collaborative Library 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; and
- (7) Applying new technologies in the delivery of library services.

**f. Specific Standards for Part-time Faculty on Special Assignments/Coordinator Assignment(s)**

The unit member evaluatee and the supervisor will develop standards appropriate to each Faculty on Special Assignments/Coordinator Assignment(s). The Faculty Standards shall be clearly related to the Special Assignments/Coordinator Assignment(s) and comparable in their level of specificity to the Faculty Standards described above for the other categories of faculty. The Faculty Standards shall be approved in writing by the

appropriate Vice President, within three (3) weeks of the first day of service of the Part-time 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 by the District and the Faculty Association. Each Division shall be required by the end of the fifth (5<sup>th</sup>) week of the Academic Year to submit a schedule to the appropriate Vice President for conducting faculty evaluations. Each **appropriate Administrator** ~~Division—Dean~~ shall be responsible for maintaining a cadre of trained evaluators who will fulfill the Division's evaluation obligation.

a. **Pay for Evaluator Traveling to a Distant Site**

Evaluators shall be paid the Internal Revenue Service (IRS) mileage reimbursement rate to travel to a distant campus for the purpose of performing the evaluation.

### **18I.9 Grievance**

A unit member shall be able to grieve his/her placement on the Seniority List. A unit member shall be able to grieve non-placement on the Seniority List based upon the failure to do the required faculty evaluation(s) in a timely manner. A unit member cannot grieve the results of a properly performed faculty evaluation.

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 be filed after the completion of the evaluation process at issue.

## **18J. Maximum Workload**

### **18J.1 Sixty-Seven Percent (67%) Law Limit On Assignments**

Part-time unit members shall be limited to assignments totaling no more than sixty-seven percent (67%) of a Full-time (100%) workload in any semester. This Load limit is computed in terms of Calculated A Hours (CAHs) per week. Summer Session, Inter-session and office hours are excluded from the calculation. Sixty-seven percent (67%) of a Full-time Load is 10.05 Calculated A Hours (CAHs) or equivalent. (See [Article 1C.1d.](#))

### **18J.2 Sixty-Seven Percent (67%) Law Exceptions**

Under the provisions of Education Code Section 87482, a Part-time unit member may be assigned to teach more than sixty-seven percent (67%) of a Full-time workload limit in any one (1) semester, classified with Part-time status, so long as these assignments are limited to no more than two (2) semesters within any period of three (3) consecutive Academic Years. (See Article 18J.1 above for

definition of sixty-seven percent [67%] of a Full-time Load.) **Subject to Education Code extension**, a Part-time Nursing Faculty may be assigned to teach more than sixty-seven percent (67%) of a Full-time workload limit in any one (1) semester, so long as these assignments are limited to no more than four (4) semesters within any period of three (3) consecutive Academic Years.

### 18J.3 Sixty-Seven Percent (67%) Law Exclusions

Paid participation by Part-time unit members in evaluations, staff development activities, committee work, **governance, grant writing, advising student organizations, meetings that are not related to coordinator's duties or other assignment responsibilities**, class substitution in any class for which the unit member is not the instructor of record, **ancillary activities**, or any other service of an occasional nature shall not count toward the Load limit as stated in Article 18J.1 above. (See Article 18J.6 below for paid office hour(s) exception to the Sixty-Seven Percent (67%) Law.) ~~Assessment work, as defined in Article 18T, is included in Sixty Seven Percent (67%) Law Exclusions.~~ **Professional responsibility hours, as defined in Article 18I.7c, do not count in the 67% Law limit.**

### 18J.4 Part-Time Faculty Office Hours/Eligibility

If a Part-time unit member's instructional assignment is three (3) Calculated A Hours (CAHs) or more in a given Fall or Spring Semester, not counting Activity Hours or courses taught exclusively on an individualized mastery learning basis, he/she shall have the option of serving one (1) weekly office hour paid at the rate specified in [Article 21G.1f](#). If the unit member's assignment is six (6) Calculated A Hours (CAHs) or more, he/she may serve an additional weekly paid office hour, for a maximum of two (2) hours total, with the approval of the **appropriate Administrator** ~~Division Dean~~. (For Summer Session and Inter-session assignments see [Article 17D](#).)

Contract and Regular unit members who are on an approved one hundred percent (100%) Leave of Absence and teach as Part-time Faculty while on a Leave of Absence shall be eligible for paid office hours according to the above. The office hours shall be held on campus or at appropriate off-campus sites (approved by the **appropriate Administrator** ~~Division Dean~~). The place and time of the office hour(s) shall be communicated in writing to the **appropriate Administrator** ~~Division Dean~~.

### 18J.5 Part-Time Faculty Office Hours Notice Of Intent

During the first week of each semester, each Part-time unit member who intends to provide office hours during the semester shall submit to the **appropriate Administrator** ~~Division Dean~~ the time and location of the office hour in his/her Syllabus.



**18J.6 Part-Time Faculty Office Hours Syllabus Requirement And Sixty-Seven Percent (67%) Law Exclusion**

All Part-time 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 ~~Administrator's Division~~ Office. It is understood that office hours for Part-time unit members do not count in the sixty-seven percent (67%) calculation of maximum workload defined in Articles [18J.1](#) and [18J.2](#).

**18J.7 Access To Supplies**

All Part-time unit members shall have full access to supplies, materials, films, and duplicating in the same manner as Contract, Regular and Temporary Leave Replacement unit members have access to these resources.

**18K. CalSTRS (State Teachers' Retirement System) Cash Balance Plan (Defined Contribution Plan), STRS Defined Benefit Plan, Or Social Security**

All eligible Part-time unit members shall have the option to choose between the following two different **CalSTRS (California State Teachers' Retirement System) Plans** or Social Security:

1. The **CalSTRS Cash Balance Plan**, which is a Defined Contribution Plan, which is four percent (4%) of salary paid by the District and four percent (4%) of salary paid by the unit member, subject to Internal Revenue Service (IRS)/**CalSTRS** approval;

OR

2. The ~~CalSTRS Defined Benefit Plan at the State level, which is eight and a quarter percent (8.25%) of salary paid by the district and eight percent (8%) of salary paid by the unit member.~~ **Contribution rates for the District and the unit member are established by the Education Code and through CalSTRS Employer Directives.** , subject to IRS/STRS approval;

OR

3. Social Security. ~~which is six point two percent (6.2%) of salary paid by the District and six point two percent (6.2%) of salary paid by the unit member, subject to IRS approval.~~ **Contribution rates for the District and the unit member are established by the Internal Revenue Service.**

All Part-time unit members are eligible to elect the **CalSTRS Defined Benefit Plan** at any time. The Social Security Election is a one-time election at date of hire. A unit member who elects the **CalSTRS Defined Benefit Plan** at a later date may elect to buy prior service covered by the Cash Balance Plan through paperwork completed with **CalSTRS**.

**18L. Compensation For Office Hour**

See [Article 21G.1f](#).

**18M. Summer Session And Inter-Session Assignments Priority To Contract And Regular Unit Members**

Prior to making offers to Part-time unit members, Summer Session and Inter-session assignments shall be offered to Contract and Regular unit members.

**18N. Medical Benefits**

See [Article 20A.6](#) for Part-time unit member medical benefits.

**18O. Salary And Step Placement**

See [Article 21H](#) for Part-time unit member salaries and Step Placement.

**18P. Payment To Attend Required Activities**

Part-time unit members who attend required activities approved by their **appropriate Administrator** ~~Division Dean/Supervisor~~ shall be paid by the hour at the rate in [Article 21G.2b](#). (See Appendix: [Service Report: Academic Non-Instruction](#).)

**18Q. Bereavement Leave Of Absence For Part-Time Faculty**

Part-time unit members shall be entitled to Bereavement Leave of Absence according to the terms of [Article 11C.2](#).

**18R. Judicial Leave Of Absence For Part-Time Faculty**

Part-time unit members shall be entitled to Judicial Leave of Absence according to the terms of [Article 11G](#).

**18S. Donated Sick Leave Of Absence For Part-Time Faculty**

See [Articles 11A.6 and 11A.7](#).

**18T. ~~Part-Time Unit Members Working On Student Learning Outcomes (SLOs) And Course Learning Outcomes (CLOs) Or Program Learning Outcomes (PLOs)~~**

~~It is understood that Part time unit members shall be paid for any activity approved by the when they participate in developing and/or assessing SLOs, CLOs, and/or PLOs. Salary shall be at the rate for a mandatory meeting. (See [Article 21G.2a](#).)~~

~~Further, it is agreed that Part time Faculty requested to enter SLO assessment data and participate in “closing the loop” evaluations shall normally be paid for not more than one and a half (1.5) hours upon completion of the work for each course. Payment shall be at the prevailing “F Hour” rate.~~

~~It is understood that payments for any SLO related work under this provision must be approved by the Division Dean. The Division Dean is empowered to provide additional time paid at the “F Hour” rate at his/her discretion.~~

**18T Required Professional Responsibility Hours for Part-Time Faculty**

Professional responsibilities listed in Article 18I.7c. shall be considered to represent 1 hour per semester per CAH. For example:

- A Part-Time unit member with an assignment of three (3) CAHs will have a professional responsibilities obligation of 3 hours per semester.
- A Part-time unit member with an assignment of six (6) CAHs will have a professional responsibilities obligation of 6 hours per semester.

Furthermore, it is agreed that Part-Time unit member requested to perform professional duties beyond 1 hour per semester per CAH shall be paid at the “F-Hour” rate for the additional time. It is understood that payment for additional professional duties must be pre-approved by the appropriate Administrator.

Professional responsibility hours, as defined in Article 18T, do not count in the 67% Law limit.

**18U. Part-Time Unit Members Participating In Orientation As New Faculty**

All Part-time unit members who participate in orientation as new faculty shall be paid for up to two (2) hours of orientation time regardless of whether the format is face-to-face, online, or otherwise. (See [Articles 21G.2b.](#) and [21M.](#))

**18V. Staff Development Obligations For Part-Time Faculty**

See [Articles 29B.1, 29C.2, and 29D.2](#) (Staff Development) for obligations of Part-time Faculty to attend mandatory Flex Days. (See [Article 1C.4f.](#) for Flex Day definitions.)

**18W. Personal Necessity Leave for Part-time Faculty**

Sick Leave hours accrued by a Part-time unit member may be used, at his or her election, in cases of Personal Necessity for the purposes defined in Articles 11B.1 and 11B.2. The following provisions shall also apply:

**18W.1. Maximum Number of Hours**

A maximum of one (1) week's absence for a full-term assignment (Fall or Spring) may be accounted for as Personal Necessity Leave under this provision. In the case of a partial-term assignment, or an assignment during Summer Session or Intersession, a maximum of one sixteenth (1/16) of the total paid hours for the assignment may be accounted for as Personal Necessity Leave. In all cases, the unit member's Part-time (Hourly) sick leave balance shall be charged for the actual number of hours the unit member is absent, under the terms herein.

**18W.2. Verification**

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

**18W.3. Applicability to Full-time Overload**

It is understood that the provisions herein also apply to Full-time faculty performing overload service.

**18X. Part-Time Faculty Election Regarding SDI Coverage**

By the end of the semester following the ratification/adoption of this Agreement, the District shall facilitate an election among active Part-time Faculty to determine

**whether they wish to be covered by State Disability Insurance (SDI). The program shall be implemented if a majority of Part-time Faculty voting in the election vote in favor of such coverage. If the program is implemented, the SDI premium shall be paid in full by the Part-Time Faculty.**

**District-FA Tentative Agreement — August 25, 2015**

**ARTICLE 20. EMPLOYEE BENEFITS**

**20A. Group Insurance Benefits For Eligible Unit Members**

**20A.1 Group Plan Coverage**

The District shall provide all eligible<sup>2</sup> Contract, Regular and Temporary Leave Replacement unit members and their dependents with medical, dental and vision coverage. Part-time unit members shall be provided medical benefits according to [Article 20A.6](#). The District shall also provide life insurance and income protection plans to all eligible unit members.

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

Open enrollment for selection of health plans shall last for thirty (30) days unless negotiated otherwise by the District and the Faculty Association.

- b. In addition, the District shall provide a pre-tax salary deduction program [Internal Revenue Service (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 a unit member may have deducted for Part One is \$5,000 in a Plan Year, and Part Three shall be limited to \$3,000 for the Plan Year, though the amounts shown are subject to change pursuant to the Health Care Reform Act of 2009.

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 provided via U.S. Mail.

- c. **Medical Coverage**

The District and the Faculty Association agree to health and benefit plans ~~effective January 1, 2012 that will be revised~~ as follows:

- (1) **“High Health Maintenance Organization (HMO)” Coverage:** Defined as the coverage level provided to unit members in 2010-11 (copays \$5 for office visits, and \$5 generic/\$15 non-generic for prescription drugs) unless modified by agreement of the District and Faculty Association. Unit members will contribute the following

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<sup>2</sup>For unit members with less than 100% contract, [see Articles 20A.2](#) and [20A.4](#).

amounts for this level of coverage, up through and including Year ~~2014-15~~ **2015-16** in the amounts shown below:

*Note:* If no generic drug is available the unit member has to pay the brand drug rate.

**Monthly Premium Contributions for Kaiser “High HMO”**

Copays: Doctor Visits: \$5; and Rx: \$5 Generic/\$15 Brand

Coverage	2014-15 2015-16
EE	\$50
EE + 1	\$100
Family	\$150

**Monthly Premium Contributions for Anthem Blue Cross “High HMO”**

Copays: Office Visits: \$15 and Rx: \$15 Generic/\$25 Brand

Coverage	2014-15 2015-16
EE	\$85
EE + 1	\$170
Family	\$255

~~For Anthem Blue Cross “High HMO” coverage, it is understood that the premium contributions in years 2013-14 and 2014-15 are predicated on raising copays for doctor visits and prescription drugs in increments not to exceed \$5 per year.~~

2. **“Low HMO” Coverage:** The District shall also offer unit members an alternate HMO plan for the carriers shown above. Premium contributions shall be no more than sixty percent (60%) of the amounts shown in section 1, above, for each carrier; however the plans will carry greater copays for doctor visits and prescription drugs. Basic characteristics of the plans are shown below for ~~2012~~ **2015-16**. ~~Plan The District and Faculty Association shall jointly select HMO plans to satisfy this provision for 2013-14 and 2014-15.~~ The plan coverage will be as shown below, unless otherwise negotiated by the District and Faculty Association.

**Target Monthly Premium Contributions for Kaiser “Low HMO”**

Copays: Office Visits: \$20; Rx: \$10 Generic/\$20 Brand

Coverage	2014-15 2015-16
EE	\$20
EE + 1	\$40
Family	\$60

**Target Monthly Premium Contributions for Anthem “Low HMO”**

Anthem “Low HMO” is initially the “Value HMO” offered to administrators

Office Visits: Initially \$30 Primary Care/\$40 Specialist

Prescription Drugs: Initially \$5 Generic/%15 Brand

Coverage	2014-15 2015-16
EE	\$50
EE + 1	\$100
Family	\$150

3. **Anthem PPO Coverage:** This District shall continue to offer the Anthem Blue Cross PPO. The copays and deductibles for this plan shall be commensurate with those in effect in 2010-11. The unit member selecting this plan shall contribute an amount equal to the difference between the PPO premium, and the full Anthem “High HMO” premium.

d. **Dental and Vision Coverage:** The District shall continue to pay the premiums for dental and vision plans for Regular, Contract, and Temporary unit members, providing coverage commensurate to the plans in effect during Academic Year 2010-11. Notwithstanding, the District will offer an enhanced dental plan with a higher cap on annual benefits, with the understanding that the unit member selecting that plan will pay the additional cost in premiums.

e. **Reopener.** The parties agree that the above provisions may be reopened for Academic Year 2016-17.

**20A.2 Group Plan Eligibility For Contract, Regular And Temporary Leave Replacement Unit Members**

Contract, Regular and Temporary Leave Replacement unit members who are in positions requiring certification qualifications, and who are fifty-percent (50%) of the service assignment of a Full-time unit member in a similar or related position for a period of one semester or more, shall be eligible for group benefits cited in [Article 20A.1a.](#) and [Article 20A.1b.](#), providing said eligible unit members are deemed eligible pursuant to the terms and conditions of the policy or plan. Also see [Article 20A.4](#) governed by the eligibility and registration requirements.

### **20A.3 Domestic Partners**

For purposes of this Article 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.

The District shall conform to all State and/or Federal laws regarding domestic partnerships. In order to conform to said laws, the unit member 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. Active unit members who wish to cover a domestic partner on insurance plans offered by the District must also file with the State of California unless they do not qualify under State guidelines. In these instances, the unit member will file an Affidavit of Domestic Partnership with the District. (See Appendix: [Domestic Partnership: Affidavit.](#))

Eligible benefits will be provided in the event a unit member retires to another state and maintains documented eligibility consistent with the California Family Code Section 297.

#### **a. Eligibility for Benefits**

Domestic partner benefits are available as provided by law to registered domestic partners. Benefits will be provided to the eligible dependents of registered partners as provided by law and the health benefit plans. Benefits consist of medical, dental and vision benefits only. Active unit members granted Domestic Partnership before August 2006 includes heterosexual couples. Effective August 2006, new Domestic Partnerships shall be limited to and governed by the eligibility and registration requirements of the State of California.

#### **b. Documentation**

Both the unit member and the domestic partner must attest to certain facts by completing and signing the Affidavit, which implies an Affidavit of mutual responsibility. This Affidavit may have potential legal implications under California law, which has recognized that non-marital cohabiting couples may privately contract with respect to the financial obligations of their relationship. The requirement of an Affidavit shall be waived for unit members who are registered as Domestic Partners with the State of California and provide a copy of this documentation to the District.

The District may, at its discretion, require supportive documentation satisfactory to the District concerning the eligibility criteria and assertions contained in the Affidavit.

The administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.

An “Eligibility Criteria for Domestic Partner Benefits” and the “Affidavit for Enrollment of Domestic Partners” are contained in Appendix: [Domestic Partnership: Affidavit.](#)



c. **Affidavit of Proof**

Domestic partners shall prepare an Affidavit of Proof for the District. This requirement of an Affidavit of Proof shall be waived for domestic partners who provide a copy of a valid State of California Domestic Partner Registration. Unit members who marry in the future shall similarly provide a copy of a Marriage Certificate.

**20A.4 Period Of Coverage And Payment Of Premiums**

a. **Eligibility: One Hundred Percent (100%) Contract, Regular, and Temporary Leave Replacement Faculty**

Contract, Regular and Temporary Leave Replacement unit members with a one hundred percent (100%) contract shall be entitled to group benefits for the entire Fiscal Year, at the District's contribution level as specified in [Article 20A.1](#) 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. **Eligibility: Less Than One Hundred Percent (100%) Contract, Regular and Temporary Leave Replacement Faculty**

Contract, Regular and Temporary Leave Replacement unit members with less than a one hundred percent (100%) Contract, who are not on Pre-retirement Reduction of Annual Workload, shall have their benefit entitlement pro-rated in accordance with items (1) and (2) below. If a unit member is on Pre-retirement Reduction of Annual Workload, he/she shall receive full benefits in accordance with [Article 19A.4b](#).

(1) **Full Year.** Eligible Contract, Regular, and Temporary Leave Replacement unit members (see definitions in [Article 1C.1a.-c.](#)) 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 only be entitled to the percentage of District contribution for the plan in which they are enrolled in the same ratio as their actual service assignment bears to a Full-time [one hundred percent (100%)] assignment, with the unit member's share to be paid by personal payroll deduction.

(2) **Partial Year.** Eligible 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 entire Fiscal Year, but shall only be entitled to the percentage of District contribution for the plan in which they are enrolled in the same ratio as their actual service assignment bears to a Full-time [one hundred percent (100%)] assignment, with the unit member's share to be paid by personal payroll deduction.

c. **Tax Sheltered Annuity in Lieu of Medical Benefits**

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 ~~two hundred and seventy-five~~ **four hundred** dollars (**\$400**) per month Tax Sheltered Annuity, subject to Internal Revenue Service (IRS) approval. **This provision is effective July 1, 2016.** (See Appendix: [Tax Sheltered Annuity: Form: TSA Instead of Medical Benefits.](#))

d. **Exemptions to Benefits**

Contract, Regular, and Temporary Leave Replacement unit members employed for less than fifty percent (50%) of the service assignment of a Full-time [one hundred percent (100%)] employee, or for a period less than a complete Academic Semester, shall not be entitled to group benefits.

e. **Leaves of Absence and Separation from District Service**

A Consolidated Omnibus Budget Reconciliation Act (COBRA) option shall be made available to any Full-time or Part-time unit member who is enjoying health and welfare benefits, at the time his/her eligibility for said benefits is temporarily or permanently discontinued.

## **20A.5 Other Conditions Related To Benefits**

a. **Effect of a Leave of Absence on Benefits**

Unit members who are granted Leaves of Absence Without Pay in excess of thirty (30) calendar days in any Academic Year shall not be entitled to the extension of health and welfare benefits during the inclusive dates of these Leaves of Absence, unless specifically granted elsewhere in this Agreement. These 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, the unit member shall only be entitled to the percentage of District contribution in accordance with the ratio established. See Article 20A.4b above for partial contracts.

b. **Effect of Reduction in Workload on Benefits**

If a unit member is specifically requested by the Chancellor to accept a reduction in service assignment, he or she may continue to receive the group insurance benefits on record immediately prior to said reduction in service assignment.

c. **Timing of Benefits**

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 Academic Year or who are granted a 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, unless they are on a Temporary Leave Replacement (TLR) and are returning Part-time, in which case their benefits shall continue in July and

August, and the Part-time unit member shall pay the proportionate premium.

d. **Unit Members Employed Pre-July 1, 1972**

Unit members employed prior to July 1, 1972, who were employed one half-time ( $\frac{1}{2}$ ) or more and for a period of at least one (1) full Quarter in the Academic Year shall continue to receive those group benefits on record as of June 30, 1972, with the same degree of participation in premium costs as provided in Article 20.A.1 above.

**20A.6 Medical Benefits For Part-Time Unit Members**

a. **Eligibility**

The District shall provide medical benefits to each qualified Part-time unit member as specified in this Article. A qualified Part-time unit member is one who:

- (1) worked forty percent (40%) of an annual Full-time equivalent Load [twelve (12) Calculated A Hours (CAHs)] or more during the Academic Year prior to receiving benefits, including any service on a Full-time basis, and Summer Session service;
- (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 unit member and his or her eligible dependents are eligible to enroll in the District's Kaiser Foundation Health Plan at the "High HMO" or "Low HMO" level. The Part-time unit member must enroll annually (See Appendix: [Medical Benefits, Enrollment Form for Part-time Faculty](#)).

There will be two (2) enrollment periods: Fall and Spring Semester. Only those Part-time unit members who became eligible in the Spring may enroll in the Spring. Notwithstanding, unit members who have a "qualifying event" as defined by the District and Insurance Carriers may also enroll in the Spring.

c. **Premium Payment**

Premium payment shall be dependent upon the Part-time unit member's annual Load in the prior Academic Year and be subject to the following conditions:

- (1) **Program Payments.** 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 ( $\frac{1}{2}$ ) 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 California State Budget.

Unit Members with Loads of forty percent (40%) or more, who meet the criteria of Section (a) above, shall be eligible for a fifty percent (50%) pro-rata share of the total premium amount paid by the District for the Kaiser “High HMO” or “Low HMO” plan defined in [Article 20A.1](#). The eligible unit member shall be responsible for fifty percent (50%) of the total premium cost of the Kaiser plan chosen. 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.

- (2) **Monthly Premium Deductions.** All monthly premium payments for medical benefits will be deducted directly from the unit member’s monthly paycheck. Unit members are required to sign an agreement authorizing the District to deduct money owed from their paychecks. 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 tenth (10<sup>th</sup>) day of the following month. If the premium payment is not received by the tenth (10<sup>th</sup>) day of the following month, the District shall cancel the unit member’s medical benefits.
- (3) **Premium Billing.** The District will bill for the collection of premiums due in excess of the District contribution as referenced in [Article 20A.6c](#). If the premiums due are not received by the tenth (10<sup>th</sup>) day of the month following notification that past due premiums are owed, the District shall cancel the member’s medical benefits and proceed to collect past due premiums. Unit members will be billed for the collection of past due premiums and, if not fully paid within thirty (30) days from the date of notification, will be debited from future earnings or via other collection remedies.
- (4) **Payroll Deductions.** Payroll deductions begin no later than the month preceding the effective date of coverage. The District shall notify eligible Part-time Faculty of the process to apply for benefits and applicable deadlines two months prior to the coverage’s effective date.
- (5) **Continuity of Benefits.** Part-time Faculty receiving benefits are eligible for continuous benefits until the following Fall open enrollment.

d. **Continuing Eligibility and Cessation of Eligibility**

Continuing eligibility shall be determined annually for the period September 1 through August 31 based upon the Part-time 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 forty percent (40%); or
  - (2) the unit member resigns or retires from service in the District.
- e. **Consolidated Omnibus Budget Reconciliation Act Rights (COBRA)**  
Should coverage cease, the Part-time unit member is eligible for COBRA Rights.
- f. **Domestic Partner Rights**  
The District and the Faculty Association agree that domestic partners shall be included under this Article.

## **20B. Group Medical Insurance For Retirees Hired Before April 1, 1986**

[See Appendices:](#)

[Retiree Medical Benefits: Letter From Charlotte Lofft,](#)

[Retiree Medical Benefits: Letter From Susan Cota.](#)

### **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 (STRS) or the Public Employees' Retirement System (PERS). **This means that to be a "retired" employee from the District, and eligible for District retiree benefits as set forth in this Agreement, a unit member does not have to be retired from either the State Teachers' Retirement System (STRS) or the Public Employees' Retirement System (PERS).**

### **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), [including the Preferred Provider Organization (PPO) plans], notwithstanding that active unit members may pay a share of the premiums for similar plans, for each unit member and spouse or approved domestic partner according to Article [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

a. **Effect of District Approved Leave of Absence**

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.

b. **Preservation of Right: Impact of Future Benefit Elimination for Active Staff**

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.

c. **Impact of Pre-Retirement Reduction in Load.** (See [Article 20C.2f.](#))

**20B.3 Length Of Benefit**

An eligible unit member or eligible retired unit member hired before April 1, 1986 has a vested right to deferred compensation in the form of premium-free retirement medical benefits that will continue during the life of the retiree. Upon the death of the retiree, the retiree’s spouse or approved domestic partner may continue group coverage at his/her own expense and with advance payments as determined by the District.

a. **Surviving Spouse or Approved Domestic Partner Rights**

If two (2) Chabot-Las Positas Community College District retired individuals are married and one (1) passes away, then the surviving retiree is only eligible for those benefits that he/she had earned under his/her own service.

**20B.4 Coverage For Eligible Dependents Other Than Spouse**

The retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than his/her spouse or approved domestic partner.

**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 of age, 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.

a. **Notice of Intent to Retire**

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 are a part of that plan.

**An eligible unit member who provides notice of his/her intent to retire shall begin receiving the retiree benefits to which he/she is entitled under this Agreement upon the earlier of the following:**

- (1) **the effective date of the retirement; or**
- (2) **July 1 of the summer immediately following the unit member's last Academic Year of service.**

b. **Enrollment in Medicare Parts A, B and D**

Retirees eligible for Medicare must also enroll in Parts A, B, and D. When a retired unit member or spouse or approved domestic partner who has been determined to be Medicare eligible reaches the age of sixty-five (65), it is understood that he/she must enroll in Medicare Parts A, B, and D during his/her initial enrollment period as specified by the Social Security Administration. To be eligible for the District paid Medicare Risk Health Maintenance Organization (HMO) or the Medicare Supplement Preferred Provider Organization (PPO), the retiree or spouse or approved domestic partner must enroll in the District program at the time of enrollment in Medicare Parts A, B, and D. The District will cover the cost of Parts B and D. The District will reimburse the retiree cost of Medicare Parts B and D monthly. If the retiree and/or his/her spouse or approved domestic partner is ineligible, he/she must show proof of the ineligibility.

c. **Additional Plan Options**

Effective July 1, 2012, the District will offer additional options to the Preferred Provider Organization (PPO) plan for retirees living out of state. Thereafter, the District will investigate additional alternatives to the PPO plan for retirees who live in the State of California, but outside the District's medical plan service area.

## **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.

## **20B.7 Requirement To Enroll In Plan At Time Of Retirement**

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 that are a part of that plan.

## **20B.8 Effect Of Absence On Retirement Benefits**

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) 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 Effect Of Pre-Retirement Reduction Of Annual Workload**

Unit members on Pre-retirement Reduction of Annual Workload shall receive Full-time service credit under [Article 20B.2](#) as if they were working Full-time.

## **20B.10 Dental And Vision Coverage**

Effective July 1, 2012, the District shall offer retired Regular unit members the opportunity to participate in the District's group dental and vision plans subject to plan provisions. The retiree shall be responsible for the full cost of the total actual premiums.

## **20B.11 Out-Of-Country Retirement Medical Coverage For Eligible Retirees**

This Article only applies to Unit Members Employed Before April 1, 1986.

**Prior to the close of Fiscal Year 2015-16, the District and Faculty Association will assess the procedures described below, for the purpose of updating and/or simplifying the methods by which payments are made to out-of country carriers.**

### **a. Election and Conditions:**

- (1) 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;
- (2) 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;
- (3) It is the retiree's sole responsibility to arrange for a personal (plus spouse or approved domestic partner) 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;



- (4) 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 (1) Fiscal Year; and
- (5) The policy and payment method must be constructed in a way that prevents the District from incurring any tax liability [Internal Revenue Service (IRS) or otherwise]. IRS regulations preclude payment being made to the retiree. Payment must be made directly to the medical carrier.

**b. District Responsibility:**

- (1) 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; and
- (2) 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 (1) Fiscal Year contract.

**c. Retiree's Responsibility:**

- (1) 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;
- (2) The retiree must notify the District in writing each calendar quarter that he/she is in need of continuing medical coverage. Failure to provide this notification will cause the District to withhold payment to the foreign policy carrier until said notice is received;
- (3) If the retiree wishes to change to a different foreign medical carrier, all the requirements and conditions noted above in Article 20B.11 a-c 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;
- (4) 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 his/her other coverage and choose among policies available to retirees under the conditions of the current Contract with the bargaining unit; and
- (5) Unit members employed on or after April 1, 1986 will not be eligible for coverage as set forth in this Article.

## **20C. Group Medical Insurance For Retirees Hired On Or After April 1, 1986 Through December 31, 2012**

[See Appendices:](#)

[Retiree Medical Benefits: Letter From Charlotte Lofft,](#)

[Retiree Medical Benefits: Letter From Susan Cota.](#)

For unit members hired after the date referenced above, see [Article 20D](#).

### **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 (STRS) or the Public Employees’ Retirement System (PERS). **This means that to be a “retired” employee from the District, and eligible for District retiree benefits as set forth in this Agreement, a unit member does not have to be retired from either the State Teachers’ Retirement System (STRS) or the Public Employees’ Retirement System (PERS).**

### **20C.2 Eligibility And Level Of Coverage**

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 Articles 20C.3-20C.9, and 20C.11 below, subject to the following understanding:

#### **a. Notice of Intent to Retire**

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.

**An eligible unit member who provides notice of his/her intent to retire shall begin receiving the retiree benefits to which he/she is entitled under this Agreement upon the earlier of the following:**

- (1) the effective date of the retirement; or**
- (2) July 1 of the summer immediately following the unit member’s last Academic Year of service.**

#### **b. Impact of Change of Carriers and/or Plans**

Both the District and the Faculty Association recognize that carriers, plans, and coverage 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 Article 20C.2a above. It is understood that if in some future Fiscal 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. Length of Service Requirement for Eligibility**

It is 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. Effect of District Approved Leave of Absence**

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.

**e. Preservation of Right**

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 faculty eligible for retiree coverage under [Article 20C](#).

**f. Impact of Pre-Retirement Reduction of Annual Workload**

Unit members on Pre-retirement Reduction of Annual Workload shall receive Full-Time Service Credit under [Article 20C](#) above as if they were working Full-time.

**20C.3 Coverage Limits For Eligible Retirees Under The Age of Sixty-Five (65)**

**a. Limits on District Premium Payment**

The District's premium payment for health benefits for a retiree under this Section shall be limited to the cost of coverage equivalent to the most expensive Health Maintenance Organization (HMO) plan available to active employees during any particular Fiscal Year. The cost to the retiree is based on the retiree's premium rate.

**b. District Share of Premium**

The District contribution toward group medical coverage for the retiree and spouse or approved domestic partner, until the affected retiree or spouse or approved domestic partner reaches sixty-five (65) years of age or otherwise becomes eligible for Medicare coverage, shall be limited to a percentage of

the maximum health benefits contribution to premiums as cited in Article 20C.3a above. This percentage is determined from the table shown below. This table, based upon Years of Service in the District and age upon 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 not to be increased. Any required co-payments must be made in advance to the District in order for coverage to continue.

**Schedule of Percentage Premium Contribution**

**For HMO-level Coverage for Retirees Not Yet Eligible for Medicare**

*Years of Service*

		10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
<b>Age</b>	55	X	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0
<b>When</b>	56	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0
<b>Retire-</b>	57	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0
<b>Ment</b>	58	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0
<b>Is</b>	59	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0
<b>Effective</b>	60	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	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
	62	65	60	55	50	45	40	35	30	25	20	15	10	5	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
	64	55	50	45	40	35	30	25	20	15	10	5	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

**The table is based on the following rule:**

If the retiree's age plus Years of Service  $\geq 85$ , then his/her premium contribution is zero. Each decrease of one (1) year in either age or Years of Service increases the retiree's contribution by five percent (5%). If a retiree under this Section enrolls in a plan that is costlier than the most expensive Health Maintenance Organization (HMO) [e.g. a Preferred Provider Organization (PPO) plan], he/she must pay the difference between the cost of the chosen plan and that of the most expensive HMO plan, in addition to the premium contribution for the most expensive HMO plan according to the matrix above.

Squares that show an X indicate that the retiree does not qualify for retirement medical coverage.

*Example:* An employee retires at age sixty (60) with twenty-three (23) Years of Service. The retiree's premium contribution for Health Maintenance Organization (HMO) level coverage is ten-percent (10%) of

the cost of said coverage. This contribution continues until age sixty-five (65). At age sixty-five (65), the retiree must enroll in Medicare Parts A, B, and D and coverage shall be in accordance with Article 20C.4 below.

#### **20C.4 Medical Coverage For Eligible Retirees Upon Reaching Age Sixty-Five (65)**

##### Impact of Change in Federal Law

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. Requirement for Medicare Enrollment**

A retiree must enroll in Medicare Parts A, B, and D during his or her initial enrollment period as specified by the Social Security Administration. If the retiree and/or his/her spouse or approved domestic partner is ineligible, he/she must show proof of the ineligibility. The District shall cover the cost of Medicare Parts B and D, either directly or via monthly reimbursement, as appropriate. In addition, the District will pay the full premium of the highest Medicare Risk Health Maintenance Organization (HMO) plan available, unless the retiree selects a lower cost plan, in which case the District will pay the full premium cost of the plan selected. The plans available shall be identical to the HMO plans available to active unit members, however retirees under this Section shall not be required to contribute a share of the premium cost. If the retiree selects a coverage level higher than the highest Medicare Risk Health Maintenance Organization (HMO) [*e.g.* the Medicare Supplement Preferred Provider Organization (PPO)], the retiree must pay the difference.

##### **b. Penalty for Non-Compliance of Retiree in Medicare Enrollment**

If a retiree fails to enroll in Medicare Parts A, B, and D during the Medicare Initial Enrollment Period, as specified above, he or she must cover all penalties, financial and otherwise, for this delay.

##### **c. Spousal Enrollment in Medicare**

Upon reaching age sixty-five (65), the spouse or approved domestic partner of a retiree must also enroll in Medicare Parts A, B, and D during his or her initial enrollment period, as specified by the Social Security Administration, if the spouse or approved domestic partner wishes to continue group coverage under a District sponsored group plan.

##### **d. Penalties for Non-Compliance of Spouse in Medicare Enrollment**

If the spouse or approved domestic partner of a retiree fails to enroll in Medicare Parts A, B, and D during his/her Medicare Initial Enrollment Period, as specified above, he or she must cover all penalties, financial and otherwise, for this delay.

##### **e. Exception to Requirement for Medicare Enrollment**

If the retiree or spouse or approved domestic partner 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 [Article 20C.3b](#). until the spouse or approved domestic partner reaches age sixty-five (65) or otherwise becomes eligible for Medicare coverage.

## **20C.5 Length Of Benefit**

### Continuation of Coverage

An eligible retired unit member under Article 20C has a vested right to deferred compensation in the form of retirement medical benefits that are premium-free up to the level of the most expensive Medicare Risk Health Maintenance Organization (HMO), that will continue during the life of the retiree. Upon the death of the retiree, the retiree's spouse or approved domestic partner may continue group coverage at his/her own expense and with advance payments as determined by the District, subject to the following:

#### a. **Medicare Enrollment**

Upon reaching age sixty-five (65), the spouse or approved domestic partner of a deceased retiree must also enroll in Medicare Parts A, B, and D during his or her initial enrollment period as specified by the Social Security Administration, if the spouse or approved domestic partner wishes to continue group coverage under a District-sponsored group plan at his/her own expense.

#### b. **Penalty for Non-Compliance in Medicare Enrollment**

If the spouse or approved domestic partner of a deceased retiree fails to enroll in Medicare Parts A, B, and D 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 Out Of State/Local Area Health Maintenance Organization (HMO) Coverage For Eligible Retirees**

Effective July 1, 2012, the District will offer additional options under Article 20C for eligible retirees who are living out of the State of California or out of the local benefits coverage area. These options will include Kaiser coverage (subject to availability in the retiree's local area) and possibly a "Limited Preferred Provider Organization (LPPPO)" style plan. If the retiree opts to enroll in such a plan, the District's contribution to the premium shall be limited to the cost of the most expensive Medicare risk Health Maintenance Organization (HMO) plan the District provides to retirees within the Chabot-Las Positas Community College District Service Area.

## **20C.7 Coverage Limits If Both Spouses Are Eligible**

When two (2) District employees retire who are married to each other or domestic partners of each other, the District will pay the cost of only one (1) medical insurance plan, to continue during their lifetimes. Should one (1) or both employees be required to contribute a share of premiums, this shall be the lesser of the two (2). If one (1) is deceased, then the spouse or approved domestic partner can continue the District insurance plan based on his/her own

earned rights for insurance, or those earned rights of the deceased spouse or approved domestic partner, whichever are greater.

#### **20C.8 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 or approved domestic partner.

#### **20C.9 Change In Plans And/Or Carriers**

Medical insurance plans can be changed from one company to another by the retiree once each Fiscal 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 parties agree to include selected out of District options.

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.

#### **20C.10 Dental And Vision Coverage**

The District shall offer retired Regular unit members the opportunity to participate in the District's group dental and vision plans. The retiree shall be responsible for the full cost of the premium.

#### **20C.11 Unit Members On Pre-Retirement Reduction Of Annual Workload** (See [Articles 20B.9](#) and [20C.2f](#).)

### **20D. Retiree Benefits For Unit Members Hired On Or After January 1, 2013**

The District and Faculty Association agree to the provisions below. These provisions only apply to unit members hired on or after January 1, 2013.

#### **20D.1 Coverage Option For Retirees Under The Age Of Sixty-Five (65)**

A unit member hired on or after January 1, 2013, who retires before reaching Medicare eligibility may, at his/her option, participate in the District's group medical retirement benefits by paying the full cost of premiums. It is understood that said premiums may be specially priced to the retiree's age class and may be considerably more expensive than those paid for active employees.

#### **20D.2 Coverage Option After Enrolling In Medicare**

After enrolling in Medicare, the retiree may, at his/her option, participate in the District's group medical retirement benefits by paying the full cost of premiums.

#### **20D.3 Health Retirement Savings Plan/Health Reimbursement Account (HRA)**

[\[See Appendix: Board of Trustees' Resolution No. 08-1213, Authorization to Establish and Implement A Health Reimbursement Account, Effective January 1, 2013\]](#)

Effective January 1, 2013, the District shall establish a Health Retirement Savings Plan, or Health Reimbursement Account, or similar savings vehicle (here referred to as HRA) for each Contract and Regular unit member hired under this Section, for the purpose of funding the unit member's post-retirement health benefits. It is understood that the future interest for this class of unit members shall be January 1, 2013. All Contract and Regular unit members who are hired on or after January 1, 2013 shall be subject to the following HRA provisions:

- a. The District shall contribute \$200 monthly to the HRA of each Contract or Regular unit member covered under this Section. The monies placed in each unit member's account will earn interest which will be credited to his/her account;
- b. In future years, the District and Faculty Association may agree to adjust the contribution amounts described in (a) above;
- c. The Contract or Regular faculty member's rights to the money the District deposited in the HRA shall vest in five (5) years from the date of hire of the unit member;
- d. If a Contract or Regular unit member has a partial contract of less than one hundred percent (100%) (0.5 FTE or more), then the District contribution shall be proportional to his/her FTE in the District;
- e. The District shall bear the full cost of administering the HRA, and the separated employee shall bear the full cost of the distribution fee to access his/her share of the fund;
- f. If there is a forfeiture of the HRA, based on the unit member leaving District service before vesting, the monies which the District deposited on behalf of the unit member shall revert to the District for use in paying future contributions to eligible HRA members; and
- g. The Faculty Association and the District shall meet and negotiate over future changes in the Internal Revenue Service (IRS) regulations that may impact HRAs.

#### **20D.4 Dental And Vision Coverage**

The District shall offer retired Regular employees the opportunity to participate in the District's group dental and vision plans, subject to plan provisions. The retiree shall be responsible for the full cost of the premiums.

#### **20D.5 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 (STRS) or the Public Employees' Retirement System (PERS). This means that to be a "retired" employee from the District, and eligible for District retiree benefits as set forth in this Agreement, a unit member does not have to be retired from either the State Teachers' Retirement System (STRS) or the Public Employees' Retirement System (PERS).**



## **20E. Group Medical Insurance For Retirees Due To Disability**

### **20E.1 Coverage**

The District will continue to pay the cost of a District group medical insurance plan for each unit member and spouse or approved domestic partner following retirement of the unit member from District service due to disability, provided that the employee has attained the age of fifty (50) years 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 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.

### **20E.2 Definition**

A "disability retired" unit member shall be defined as one (1) 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 (STRS) or the Public Employees' Retirement System (PERS).

### **20E.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 said payments are continued without a break by the unit member until attainment of age fifty (50), the District shall contribute towards the payment of health benefits premiums in accordance with [Articles 20B and 20C](#). (See Article 20E.6 below.)

### **20E.4 Length Of Coverage And Impact On Surviving Spouse**

Benefits will continue during the life of the disability retiree. Upon the death of the retiree, the surviving spouse or approved domestic partner may continue Group coverage at his/her own expense and with advanced payments as determined by the District. If said retiree's spouse or approved domestic partner is employed by the District, in no instance will the District contribute more than the specified District contribution for one (1) medical plan covering unit member and spouse or approved domestic partner.

### **20E.5 Coverage For Non-Spousal Eligible Dependents**

The disability-retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than spouse or approved domestic partner, to be made by quarterly advance payments to the District.

## **20E.6 Medicare Eligibility For Disabled Retirees**

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 [Article 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 [Article 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 the State Teachers' Retirement System (STRS) or the Public Employees' Retirement System (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](#).

## **20F. 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 following one hundred and twenty (120) calendar days from the date of death of the unit member. Upon the death of a unit member, the surviving spouse or approved domestic partner may continue, at his/her own expense, the District's benefit programs with advance payments as determined by the District, and accepted by the insurance carrier.

## **20G. Medical Coverage For Active Employees Who Are Age Sixty-Five (65) Or Older**

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

## **20H. Effect Of Leaves Of Absence On Coverage**

Regular unit members who are absent because of injury or illness, and who have (1) exhausted all paid Leaves of Absence, (2) are on a 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.

## **20I. Effect Of Pre-Retirement Reduction Of Annual Workload On Coverage**

Unit members on Pre-retirement Reduction of Annual Workload shall receive Full-time Service Credit as if they were working Full-time.

**20J. Waiver Of Rights By Retirees**

Retirees who waive their rights to insurance benefits are ineligible for future re-enrollment for benefits.

**20K. Change In Family Status Notification**

It is the unit member's and retiree's responsibility to notify the District, via U.S. Certified Mail, of family status changes which may affect insurance coverage. Failure to notify the District of these changes shall cause the unit member or retiree to be responsible for the cost of the insurance coverage for any period of time from the change thereafter.

## **District-FA Tentative Agreement — August 25, 2015**

### **ARTICLE 21. SALARIES**

#### **21A. ~~Salary Adjustment for Academic Years 2011-12, 2012-13 and 2013-14~~**

~~The concessions described in Articles 21A.1 and 21A.2, below, presume that the budget shortfall in California exceeds \$2 billion, and the “Tier 2” reductions are triggered. In the event that the “Tier 2” reductions are not implemented, the salaries shall remain at the 2010-11 level, and the step increases shall occur as normally scheduled.~~

~~Hourly rates and payments stipulated in Articles 21C.1e through 21C.1g shall be unaffected by the reductions herein.~~

~~For unit members performing Part-Time (Adjunct) and overload service, it is understood that the pro-rata service rates defined in Article 21G are calculated on the basis of full-time salaries, and thus shall be affected by the same percentage reductions in effect to the full-time salary schedule. Such rates shall return commensurately to the 2010-11 levels on the same time schedule. Other specific provisions are as follows:~~

~~a. The office hour rate specified in Article 21G.1e shall remain constant at \$43.20 per hour;~~

~~b. The F Hour rates specified in Article 21G.2a shall be affected by the same percentage in effect for full full time salaries, and return commensurately to 2010-11 levels on the same time schedule;~~

~~c. Coaching stipends published in the salary schedule shall be affected by the same percentage in effect for full-time salaries, and return commensurately to 2010-11 levels on the same time schedule.~~

#### **21A.1 ~~Academic Year 2011-12 and 2012-13~~**

~~For Academic Years 2011-12 and 2012-13, the Salary Schedule for Regular, Contract, Temporary and Part-time (Adjunct) unit members shall be adjusted as follows:~~

~~a. Effective January 1, 2012, through June 30, 2012, the salary schedules shall reflect a two percent (2%) reduction from the salaries in effect for Academic Year 2010-11. It is understood that this reduction is equivalent to a one percent (1%) reduction for the entire Academic Year 2011-12.~~

~~b. For Academic Year 2012-13, the Salary Schedule shall reflect a one percent (1%) reduction from the salaries in effect for Academic Year 2010-11. This adjustment shall be applied no later than October 1, 2012, retroactive to July 1, 2012.~~

#### **21A.2 ~~Academic Year 2013-14~~**

~~For Academic Year 2013-14, step increases for Regular, Contract, Temporary, and Adjunct (part-time) unit members that would normally occur between July 1, 2013 and June 30, 2014 shall be canceled. This cancellation shall be limited to one year only, and no advancement credit shall accrue during Academic Year 2013-14. Notwithstanding, the Salary Schedule for Regular, Contract and Temporary unit members shall revert to the salaries in effect in 2010-11. This adjustment shall be applied no later than October 1, 2013, retroactive to July 1, 2013. Normal step advancement for all unit members shall resume, effective July 1, 2014.~~

#### **21A. Salary Adjustment for Academic Years 2015-16 through 2017-18**

##### **21A.1 Academic Year 2014-15**

**Regular, Contract and Temporary unit members who were employed by the District in the 2014-15 Academic Year shall receive an off-schedule one-time payment equal to two percent (2%) of their earnings for their full-time faculty work in 2014-15. The payment shall be made no later than December 31, 2015. It is understood that this provision is intended to be commensurate to the 2% increase applied to the salary schedules of other bargaining units, and management, in the District in 2014-15.**

- a) Applicability to Part-time/Overload Faculty Work: The two percent (2%) off-schedule one-time payment described above shall also be applied to Part-time and Overload earnings in 2014-15, specifically for all instructional, counseling, and librarian assignments. This provision excludes all other Part-time/Overload non-instructional work, e.g. Alternative Duty (F-Hour) assignments, stipends, and office hours.**
- b) Non-applicability for separated unit members: The parties agree that the off-schedule one-time payment for 2014-15, described above, will be**

extended only to unit members who are active District employees at the time this Agreement is approved by the Board of Trustees.

***21A.1 Academic Year 2014-15***

Effective Academic Year 2015-16, the Salary Schedule for Regular, Contract and Temporary unit members shall be expanded to twenty seven (27) steps. The new salary schedule shall be applied no later than December 31, 2015, retroactive to July 1, 2015. It is understood that Full-time faculty who retire or resign from their Full-time service in the District before July 1, 2015 are excluded from this provision, regardless of their date of retirement through STRS.

Provisions of the new salary schedule shall be as follows:

- a) Steps 1-15 shall reflect an increase of 3.04% over the salaries at those steps that were in effect in 2013-14. It is understood that this percentage increase reflects the 2% increase paid retroactively for 2014-15, compounded with the 1.02% COLA that appears the State budget for 2015-16. It is also understood that this increase is commensurate with the increase received by other bargaining units, and management, in the District;
- b) Unit members placed at Steps 16 through 19 shall each receive the same annual salary as that indicated at Step 15;
- c) Unit members placed at Steps 20 through 24 shall each receive an additional \$2765 over the annual salary at Step 19;
- d) Unit members placed at Steps 25 and 26 shall each receive an additional \$2765 over the annual salary at Step 24;
- e) Unit members placed at Step 27 shall each receive an additional \$2765 over the annual salary at Step 26;
- f) Part-time/overload rates shall be as stipulated in Section 21G.

***21A.3 Academic Year 2016-17***

For Academic Year 2016-17, the Salary Schedule for Regular, Contract and Temporary unit members shall reflect a four percent (4%) increase over the salaries in 2015-16. The adjustment shall be applied no later than December 31, 2016, retroactive to July 1, 2016. Part-time/overload rates shall be as stipulated in Section 21G.

***21A.4 Academic Year 2017-18***

For Academic Year 2017-18, the Salary Schedule for Regular, Contract and Temporary unit members shall reflect a three percent (3%) increase over the salaries in 2016-17. The adjustment shall be applied no later than December

**31, 2017, retroactive to July 1, 2017. Part-time/overload rates shall be as stipulated in Section 21G.**

- a) **Effective July 1, 2017, the Salary Schedule for Regular, Contract and Temporary unit members shall be expanded to thirty (30) steps. Unit members placed at Steps 28 and 29 shall each receive the same annual salary as that indicated at Step 27; unit members placed at Step 30 shall each receive an additional \$2962 over the annual salary at Step 29. (It is understood that \$2962 matches the \$2765 increment from 21A.2, accounting for the compounded increases defined herein for 2016-17 and 2017-18.)**

## **21B. Salary Adjustment after Academic Year ~~2013-14~~ 2017-18**

The District and Faculty Association shall meet and agree to improvements and wages for ~~2014-15~~ **2018-19** and any subsequent academic years within 45 days from when the Governor of the State of California signs the State Budget for the year in question. The District and Faculty Association acknowledge the need to make improvements that impact both Full-time and Part-time (Adjunct) unit members.

## **21C. General Provisions of the Faculty Salary Schedule**

### **21C.1 Procedures**

- a. **Full-Time Unit Members.** 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.** Part-time (Adjunct) unit members shall be paid according to the Schedule of Part-Time (Adjunct) Service Rates established in [Article 21G](#).
- c. **Substitute Rates Instructional Assignments. Effective Academic Year 2015-16, the Substitute Rate is abolished.** Substitute service ~~up to ten percent (10%) of the semester equivalent hours for a course shall be paid at the prevailing substitute rate of fifty four dollars (\$54) per hour. Substitute hours exceeding an aggregate ten percent (10%) of the semester equivalent hours for a course shall be paid at the instructor's prevailing lecture or laboratory instructional rate in accordance with Article 21F.~~
- d. **Substitute Rate Non-Instructional Assignments. Effective Academic Year 2015-16, the Substitute Rate is abolished.** Substitute service for non-instructional hours shall be paid at ~~forty five dollars (\$45) per hour~~ **the unit member's prevailing non-instructional rate.**
- e. **Coordinator, Alternate Duty and Special Assignment.** Coordinator, alternate duty, and special assignment work on an adjunct/ overload basis shall be paid by the hour or by CAH (where applicable, as described in [Article 21F.4d](#)) in accordance with the rates defined in [Article 21G.2](#).

- f. **Payment to Evaluate Part-Time (Adjunct) Faculty.** Full-time unit members may elect to evaluate Part-time (Adjunct) unit members for pay. Such evaluation, consisting of observation of instruction (or counseling or librarian, or special assignment duties), plus the completion of the observation and student response forms as required, and conference with the Part-time (Adjunct) unit member, shall be compensated at a flat rate of One hundred thirty five dollars (\$135).
- g. **Pay for online course evaluation and training.**
  - (1) The pay for an online course evaluation shall be a flat rate of \$225, which presumes five (5) hours including a tour of the course, evaluation of class, report writing, and meeting with the evaluatee.
  - (2) By the end of the second week of the semester, the Vice President of Academic Services at each college shall identify a list of the online faculty to be evaluated and the evaluators and provide the list to the college Deans and the Faculty Association for implementation. The faculty to be evaluated should include untenured faculty (if one of the courses their tenure team chooses to evaluate is online), tenured faculty due for a review (if one of the courses in tenure team chooses to evaluate is online), and all instructors teaching online for the first time.
  - (3) Qualifications as an evaluator is dependent upon participation in evaluation training. Training sessions for performing evaluations shall be conducted each semester by the District and the Faculty Association.

## **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.

### **General Provisions of the Faculty Salary Schedule**

- 1. Full-time unit members with Contract, Regular or Temporary status shall be paid an annual salary based on education and experience as further defined below.
- 2. Column Definition
  - II. A) Bachelor's Degree, or
    - \*\* B) Bachelor's Degree plus two (2) years experience in occupation\*\*\* or
    - \*\* C) Associate's Degree [or sixty (60) Semester Units] plus six (6) years experience in occupation\*\*\*
  - III. A) Master's Degree, or
    - \*\* B) Bachelor's Degree plus four (4) years experience in occupation\*\*\* or
    - \*\* C) Associate's Degree plus eight (8) years experience in occupation\*\*\*
  - IV. A1) Master's Degree with sixty (60) Upper Division or Graduate Semester Units beyond those normally required for the Bachelor's Degree, or

- A2) Master’s Degree plus thirty (30) additional Graduate Semester Units subsequent to the date of the Master’s Degree, or
  - \*\* B) Bachelor’s Degree plus six (6) years experience in occupation\*\*\* or
  - \*\* C) Master’s Degree plus two (2) years experience in occupation\*\*\*
- 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 State Department of Education) to be equivalent to the Doctorate earned in the United States),
- \*\* Categories “B” and “C” apply to faculty in technical-vocational subjects. Experience in the occupation substitutes for education.
  - \*\*\* Not counted as experience in step placement on salary schedule.
- Note:** All degrees to be counted toward salary placement must have been earned at an institution regionally accredited.

*Reference:* Column Definition: Article 21C.

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

Newly hired faculty shall receive the information below in Article 21D.1 with their offer of employment. 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 Initial Placement**

(See Appendix: [Experience: Verification For Full Time and Part Time Faculty.](#))  
 (Note: Available online only; no hard copy in this printing.)

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 (K-12) or college, including temporary leave replacement employment, shall be credited at the rate of one (1) step for each full year of experience;
- c. Part-time teaching counseling, library or special assignment experience in an accredited school (K-12) or college, including summer work, and verified long-term substitute service (defined as over 50% of a course), 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 full year of experience. The applicant bears the burden of proving a nexus between his/her work experience and the proposed assignment;



- e. Fractional years shall be carried through as the results from parts b through d above are added. The resulting sum will be truncated to the highest whole number, in order to determine the step credit for entering faculty;
- f. Experience as a teaching or laboratory assistant shall not be considered;
- g. 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~~ **shall** appeal that placement ~~via~~ **with or without the assistance of the Faculty Association, prior to the completion of the unit member's first twelve (12) months of full-time faculty service in the District.**

- b. A new full-time unit member may file a challenge to his/her placement for the purposes of receiving retroactive pay to the date of hire. This challenge is subject to statutory guidelines and applicable timelines.

**Prospective pay:** 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 member's next pay warrant.

~~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.~~

**Retroactive pay:** A unit member shall receive retroactive pay to the date of hire if the error(s) in placement were due to factors other than the unit member's failure to provide necessary documentation of his/her correct placement on the salary schedule, provided that the unit member appeals his or her initial placement prior to the completion of his/her first twelve (12) months of full-time faculty service in the District.

- c. **District Response Deadline for Placement Challenge**

The District shall respond to a placement challenge within thirty (30) days of the challenge and shall have a definitive answer for the unit member within thirty (30) days of receipt of all verifying documents.

## 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 and/or summer session or intersession, 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 Schedule of Part-Time (Adjunct) Service Rates, as determined by [Article 21G.1](#) of this Agreement.

For hourly and overload service:

- a. Placement of Contract unit members currently in their second (2nd) year of full-time service shall be no lower than Step 2 on the Schedule of Part-Time (Adjunct) Service Rates;
- b. Placement of Contract unit members currently in their third (3rd) year of full-time service shall be no lower than Step 3;
- c. Placement of Contract unit members currently in their fourth (4th) year of full-time service shall be no lower than Step 4;
- d. **Effective Spring Semester, 2016**, placement of Regular and Emeritus faculty members shall be no lower than Step ~~4~~ **5**.

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

**21E.1 Normal Step Advancement**

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 Provision for Unpaid Leaves of Educational Benefit**

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 to the Sabbatical Leave Committee.

## **21E.3 Column Advancement**

Column changes following initial placement of a unit member will be determined by the Chancellor or designee according to the unit member's qualifications as determined by documentation received from the unit member. Column changes are to be made and effective within 60 days of receipt of official documentation.

## **21E.4 Equivalent Units for Column Advancement**

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; and
- f. Only activities undertaken subsequent to employment in the District are eligible for consideration.

## **21F. Payment of Salaries**

Pursuant to Education Code Section 87821, salary payments made on the last working day of the month shall be paid no later than the fifth (5th) day of the next month.

### **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. Unit members are required to sign an agreement authorizing the District to deduct money owed from their paychecks.

- a. **Termination by Death of the Unit Member.** In the event of a unit member's 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. **Repayment in Case of Overpayment.** If an overpayment of salary has occurred, the unit member shall be notified in writing before any attempt is made by the District to retrieve the overpayment via Payroll deductions. Said monthly payroll deductions shall not exceed 10% of the initial total debt unit member's regular salary, minus mandatory withholdings (Federal and state taxes, Medicare, union dues, etc.) unless the unit member authorizes a higher monthly amount.
- d. **Load Residuals on Termination of Employment.**

See [Article 10D.9](#).

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 current lecture pro-rata in [Article 21G](#) at the unit

member's current step on the Full-Time Salary Schedule, up to Step 14. Unit members are required to sign an agreement authorizing the District to deduct money owed from their paychecks.

#### **21F.4 Pay Method for Part-Time (Adjunct) Faculty and Overload Assignments**

- a. **Part-Time (Adjunct) Faculty.** Part-time (Adjunct) and Contract, Regular and Temporary unit members teaching overload instructional assignments shall be paid by the course, **excepting in accordance with paragraph (c) below.** ~~except for Assignments as a counselor or 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 for the Part-Time Hourly Personnel Service Report or for short-term or incidental Alternative Duty ("F-Hour") work, shall be paid by the hour.~~

**Implementation of Salary Improvements.** The following improvements in Part-time and Overload compensation shall be all applied no later than December 31, 2015:

- The off-schedule one-time payment defined in 21A.1, to those unit members who qualify; and
- The 3.04% increase defined in 21A.2, reflecting in Steps 1-8 of the Part-Time Salary Schedule (for instructional, counselor and librarian rates), retroactive to July 1, 2015; and
- The pro-rata increase from 70% to 71% for instructional assignments, defined in 21G.1, retroactive to Fall Semester, 2015; and
- The addition of Step 9 to the Part-time Salary Schedule (for instructional, counselor and librarian rates) as described in 21G.1 and 21I.1(a), retroactive to Fall Semester, 2015.

**Other improvements in this Agreement shall be applied as they become effective.**

~~It is understood that~~ **Effective Fall Semester, 2016,** if the CAH method is used to compute the pay for an a unit member's assignment that includes composition load defined by Faculty Hour C.1, C.2 or C.3 (See Article 10D.1c), which carry load factors 1.17 or 1.25, **there shall be no downward adjustment of the load factor for pay purposes is 1.0. The faculty member shall be paid for the actual assignment load value in CAH.**

- b. **Pay-by-Course CAH Method for Full-Term Assignments.**

~~By Fall Semester, 2012,~~ the District will move to paying for **Pay for full-term** instructional assignments **are computed** in terms of the load value of the assignment. For this provision,

Pay = (Assignment Load Value in CAH) × (Instructional CAH Rate)

The instructional CAH Rate is defined in Article 21G.1.

c. **Pay by Course Hourly Method for Partial Term Assignments.**

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

$$\text{Pay} = (\text{Lecture Unit Rating}) \times (\text{Hourly Lecture Rate}) \times 17.5$$

PLUS/OR

~~For laboratory courses, or the part of the class assignment that consists of laboratory hours that carry load factor 0.75~~

$$\text{Pay} = (\text{Weekly Laboratory Hours}) \times (\text{Hourly Laboratory Rate}) \times 17.5$$

**This provision applies to unit members credited with performing less than one hundred percent (100%) of the duties associated with teaching a course on a Part-time or Overload basis, including but not limited to substitute service, or course sections to be shared between two or more faculty members (*i.e.*, team-taught courses).**

**Whenever possible, the unit member will be paid a pro-rated share of the pay for the course defined in section (b) above, commensurate to the proportion of the course taught by the unit member.**

**For substitute assignments of two (2) weeks duration or less, the unit member will be paid according to the actual contact hours served. Instructional Hourly Rates are defined in Article 21G.1. It is understood that when a unit member is paid on this basis, he/she will not be compensated for classes which do not meet due to a holiday or flex day.**

**After two (2) weeks of substitute service paid on an hourly basis, the unit member will be paid a pro-rated share of the pay for the course defined in section (b) above, commensurate to the proportion of the course taught by the unit member. Such proportion will normally be calculated on a weekly or monthly basis.**

- d. **Coordinator or Alternate Duty Assignments.** Unit members performing coordinator or alternate duty assignments on an ~~adjunct~~ Part-time or overload basis may be paid by the assignment in a manner similar to pay by the course as described above, if the assignment is for a full semester and/or can be expressed in terms of CAH value. In such case,

$$\text{Pay} = (\text{CAH value}) \times (\text{"F-Hour" CAH pay rate})$$

"F-Hour" pay rates are defined in [Article 21G.2](#).

- e. **Number of Payments.** 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~~ **proportion of the assignment** served.

- f. **Reporting of Other Services.** Any service that is not paid by the course or assignment shall be reported on official service forms that document hours of service. (See Appendix: [Service Report: Part Time Faculty.](#))

## **21G. Compensation for Eligible Part-Time and Overload Service**

### **21G.1 Schedule of Part-time (Adjunct) Service Rates**

**Effective Fall Semester 2015,** Unit members performing eligible Part-time (Adjunct) and Overload service during the academic year shall be paid on a Schedule consisting of ~~eight (8)~~ **nine (9)** steps and based upon a ~~negotiated percentage~~ of the pro-rata calculation of the appropriate full-time faculty salary in Column III, Steps 1-~~8~~ **9**, according to the percentages indicated below.

**Implementation of Step 10: Effective Fall Semester, 2017,** a tenth step shall be added to each category of the Schedule of Part-time Service Rates (Part B of the Faculty Schedule), based on the pro-rata calculation of the full time salary at Column III, Step 10, according to the percentages indicated below.

**For full-term instructional assignments paid in accordance with section 21F.4(b):**

**Effective Fall Semester, 2015:**

**Instructional CAH Rate = 71% of Annual Salary ÷ 30**

**Effective Fall Semester, 2016:**

**Instructional CAH Rate = 72% of Annual Salary ÷ 30**

The equivalent Hourly rates shall be determined as follows:

- a. **Effective Fall Semester, 2015:**

**Lecture Hour Rate = ~~70%~~ 71% of Annual Salary ÷ 525**

**Effective Fall Semester, 2016:**

**Lecture Hour Rate = ~~70%~~ 72% of Annual Salary ÷ 525**

~~This rate shall be paid for~~ **applies to “A” and “C” Hours.**

- b. ~~Effective Laboratory Hour Rate = 70% of Annual Salary ÷ 700~~

~~This rate shall be paid for “B” Hours.~~

**For Faculty Hour B.1, B.2, B.3 (laboratory hours):**

**Effective Hourly Rate = (Applicable Load Factor) × (Lecture Hour Rate)**

**Note.** For laboratory hours carrying Load Factor 0.75, it is understood that the above formula is equivalent to 70% of Annual Salary ÷ 700.

**Effective Fall Semester, 2016,** the above definition shall also apply to Faculty Hour C.1, C.2 and C.3 (for composition classes): All applicable load factors are defined in Article 10D.1(b) and (c). It is understood that while this formula produces a “status quo” definition for laboratory hours, it represents an improvement (normalization) in compensation for faculty teaching “C” Hour (composition) classes.

- c. ~~(Effective Fall Semester, 2012)~~  
Non-Credit Hourly Rate = 56% of Lecture Hour Rate above.

**It is understood that this rate may not be applied to Career Development College Prep (CDCP) classes, which the State defines as a form of Non-credit. Should the District offer CDCP classes in the future, the District and Faculty Association shall negotiate provisions for the compensation to faculty members teaching those classes.**

- d. ~~As an equivalent alternative to the hourly rates defined in items (a), (b) and (c) above, pay for an adjunct/overload instructional assignment may be made in terms of the CAH value of the instructional assignment, in accordance with Article 21F.4c. For this provision,~~

~~Effective Instructional CAH Rate = 70% of Annual Salary ÷ 30~~

- d. ~~Effective Counseling/Librarian Hourly Rate = 92% of Annual Salary divided by 1050. This rate shall be paid for “D” and “E” Hours.~~

**For Counseling Faculty Hour D:**

**Effective Hourly Rate = 76.5% of Annual Salary ÷ 875**

**Note. It is understood that the above formula is equivalent to 91.8% of Annual Salary ÷ 1050.**

- e. **For Librarian Faculty Hour E: the Hourly Rate for “E” hours shall be the same as that for “D” Hours (Counseling).**
- f. Office Hour Rate = ~~\$43.20~~ **\$44.00** per hour.
- g. It is agreed that if the State’s Part-Time Faculty allocation is increased such that the District receives annual funding beyond the current level the distribution of such monies shall be negotiated.

## **21G.2 Pay Rates for Adjunct/Overload Coordinator, Special Assignments or Alternate Duty**

- a. Compensation for coordinator or alternate duty or special assignment work (F-Hour Assignments) on an adjunct/hourly basis shall be as follows:  
\$2,053 per CAH or \$46.92 per hour.
- b. Part-time (Adjunct) faculty performing approved incidental hourly work (e.g., program or professional development, attending meetings, etc.) shall be paid at \$46.92 per hour. (See Appendix: [Service Report Academic Non-Instruction.](#))

**Note: For the specified duration of this Agreement, the CAH and hourly “F-Hour” rates above ~~may be~~ are not subject to the salary adjustment procedures in Articles 21A and 21B.**



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

### **21H.1 Initial Step Credit**

(See Appendix: [Experience: Verification For Full Time and Part Time Faculty.](#))

(Note: Available online only; no hard copy in this printing.)

- a. Entering Part-time (Adjunct) faculty may be placed as high as step four (4) on the Schedule of Part-Time (Adjunct) Service Rates. Initial Step placement shall be effective for their initial term of service, whether it be Summer, Spring or Fall.
- b. Full-time teaching , counseling, library or special assignment experience in an accredited school (K-12) or college including Temporary Leave Replacement work, shall be credited at the rate of one (1) step for each year of experience.
- c. Part-time teaching, counseling, library or special assignment experience in an accredited school (K-12) or college, including Summer Session work, and verified long-term substitute service (defined as over 50% of a course), 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) years of experience. The applicant bears the burden of proving a nexus between his/her work experience and proposed assignment.
- e. Fractional years shall be carried through as the results from parts b through d above are added. The resulting sum will be truncated to the highest whole number, which will determine the step credit for entering faculty.
- f. Work experience other than that listed above, including experience as a teaching assistant, shall not be considered.

### **21H.2 Recalculation of Initial Step Placement**

- a. Any unit member at Step 1, 2, or 3 on the Schedule of Part-Time (Adjunct) Service Rates may request a recalculation of initial Step placement, if experience attained subsequent to date of hire (including service both within and outside the District) results in a higher step placement, as calculated in accordance with Article 21H.1 above, than would be afforded by normal advancement according to [Article 21I.1](#). Within forty-five (45) days of the beginning of the semester in which such a revised placement would take effect, the unit member must submit a request in writing to the Human Resources Office that details the request. The unit member must also submit verification, consistent with Article 21H.3b, below, of any relevant experience outside the District that was gained subsequent to his/her current initial Step placement.

### **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. Within forty-five (45) days of Board approval of hire, the District Human Resources office shall send the negotiated form to new faculty member (See Appendix: [Experience: Verification For Full Time and Part Time Faculty.](#)) (Note: Available online only; no hard copy in this printing.) The form shall include Articles 21H.1, 21H.2 above, and 21H.3, and stipulate the timeline for verification documents to be submitted in order for the initial placement to be effective. This includes retroactive placement for Fall, Spring, or Summer term of initial service.
- b. Letters for this purpose must be on official letterhead or other documents signed by the appropriate authority of the verifying institution. Copies of employment contracts issued from the Human Resources Office(s) of local educational institutions may serve in lieu of narrative letters, as long as such documents contain detailed enough information from which service credit can be calculated. Additional requirements may apply, as agreed by the District and Faculty Association.
- c. 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.
- d. Step placement shall not occur until verifying documentation is received. If documentation received more than ninety (90) days after notification in accordance with part a, above, 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.
- e. 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 Normal Step Advancement**

**Effective Spring Semester, 2016:** 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)~~ **eighteen (18)** Faculty A Hours (CAH equivalents) of full-time equivalent load at the current Step. This load will carry over from term to term (Fall Semester, Inter-session, Spring Semester, Summer Session) until ~~nine (9)~~ **eighteen (18)** equivalent Faculty A Hours are achieved. Step advancement shall be effective the academic term (Fall, Inter-session, Spring or Summer) immediately following the academic term in which an aggregated total of ~~nine (9)~~ **eighteen (18)** Faculty A Hours (CAH equivalents) is earned; any residual overage of load (or hours) above the aggregated ~~nine (9)~~ **eighteen (18)** Faculty A Hour (CAH equivalents)

shall not carry over to the next term. A unit member may advance a maximum of one (1) Step per year. For purposes of this Section only, a year is defined as a twelve month period comprised of the four academic terms. It is understood that the year shall begin at the term where the individual unit member is advanced a Step and shall continue for the four terms thereafter. It is understood that a unit member does not have to serve each term of the year to be advanced, and that the aggregated total of ~~nine~~—(9) **eighteen (18)** Faculty A Hour (CAH equivalents) shall determine eligibility for advancement.

- a. **Implementation of Step 9:** Step 9 shall be implemented effective Fall Semester, 2015. Any unit member at Step 8 as of Fall Semester, 2014, who has accrued eighteen (18) or more CAH at Step 8 prior to Fall Semester, 2015, shall be advanced to Step 9 effective Fall Semester, 2015. Advancement to Step 9 will henceforth occur in accordance with the Normal Step Advancement procedures described in section 21I.1.
- b. **Implementation of Step 10:** Step 10 shall be implemented effective Fall Semester, 2017. Any unit member at Step 9 as of Fall Semester, 2016, who has accrued eighteen (18) or more CAH at Step 9 prior to Fall Semester, 2017, shall be advanced to Step 10 effective Fall Semester, 2017. Advancement to Step 10 will henceforth occur in accordance with the Normal Step Advancement procedures described in section 21I.1

**Provision for long-term occupants of Step 8:** A long-term occupant of Step 8 is defined as any unit member who had accrued eighteen (18) or more units at Step 8 prior to Fall Semester, 2014. Such unit members will have advanced to Step 9 upon its implementation in Fall Semester, 2015; unit members in this category shall be deemed eligible to advance to Step 10 either in accordance with the paragraph directly above, or by having accrued a combined total of thirty six (36) or more CAH at either Step 8 or Step 9. If the unit member has not accrued the required CAH prior to Fall Semester, 2017, this provision may still be applied, however the advancement to Step 10 will be effective the academic term (Fall, Inter-session, Spring or Summer) immediately following the academic term in which the required CAH at Step 9 is earned.

**For example, if a unit member has accrued exactly 30 CAH at Step 8 prior to Fall Semester, 2015, he/she needs 6 or more units at Step 9 to become eligible for Step 10, with the understanding that advancement to Step 10 shall not occur prior to Fall Semester, 2017.**

- c. For counselors, librarians and special assignment faculty, all hours earned up until the last work day immediately prior to a new academic term will count for aggregating hours toward achieving Step advancement.

For non-instructional hours, ~~nine~~—(9) **eighteen (18)** Faculty A Hours (18 CAH) is equivalent to the following: ~~262.5~~ **525** cumulated counseling faculty hours; or ~~345~~ **630** cumulated librarian faculty hours; or ~~341.25~~ **682** cumulated special assignment hours. If hour types commingle, eligibility

for step advancement shall be computed in terms of CAH, based on the hour definitions specified in Article 10D.12.

- d. For laboratory assignments equivalent to 75% of an A hour, ~~210~~ **420** hours equals ~~9~~ **18** CAH.

### **21I.2 Application of Long-Term Substitute Service for Step Advancement**

Substitute service shall be included in the foregoing if the Part-time (Adjunct) unit member has taught more than fifty percent (50%) of a course. All such substitute work shall be pro-rated based on the portion of the course taught, to determine the CAH value. Placement on the higher Steps of the Schedule is understood to provide no expectation of tenure or permanence of employment.

### **21I.3 Banked Units Not Eligible for Step Advancement**

For full-time unit members, any full or partial assignment credited to the member's load sheet, including CAH units designated for work load banking, shall not count for Step credit for advancement on the Schedule of Part-time (Adjunct) Service Rates. Notwithstanding, any CAH overage paid out to a full-time unit member on the basis of his/her current Step on the Schedule of Part-time (Adjunct) Service Rates shall count for Step credit at the time it is paid.

## **21J. Extra Hours Compensation—Intercollegiate Athletics, Forensics and Newspaper Production Advisor and Music and Theater Performance**

**Extra Hours Compensation Study.** The District and Faculty Association agree to work jointly to study the compensation for coaching, music performance, forensics and newspaper production, and to develop a plan to address any deficiencies identified, by Fall Semester, 2013 in the compensation as set forth below. The parties agree that any new provisions will modify or replace the procedures described below:

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.

In order to clarify the compensation for coaching duties, the District and the Faculty Association agree to modify Part D of the Salary Schedule as follows:

1. The existing "Category B" shall be re-designated as "Associate Head Coach," and shall be assignable if appropriate and if resources permit only in Baseball, Football, Soccer, and Track. It is understood that these sports typically draw an especially large number of student athletes, and thus have need of assistants with greater responsibilities than a typical Assistant Coach.
2. The Salary Schedule shall also indicate a "Category C" designated "Assistant Coach" which shall include a flat rate payment equal to the amount shown under "Option 2" under Category B, but with no load credit. This payment shall be the same for all unit members, and shall not be subject to doubling. If it is understood that sports having an Associate Head Coach assigned under Category B may, in addition, have one or more Assistant Coaches assigned under Category C. It is further understood that an Assistant Coach, though typically assigned in Baseball, Basketball, Cross Country, Football, Soccer and Track, may be assigned in other sports as resources permit.
3. Diving shall be listed as a Head Coach under Category C.

### **21J.1 Provisions for Coaches in Intercollegiate Athletics**

**Load Credit for Instructional Assignments:** Effective Fall Semester, 2014, Head Coaches in Intercollegiate Athletics shall receive instructional load credit of 7.5 Calculated A Hours (CAH) for the assignment, commensurate with service as Instructor of Record for an intercollegiate athletics class which

generates apportionment based on 10 weekly scheduled contact hours over a 17.5-week semester (or otherwise a season lasting 17.5 weeks). Effective Fall Semester, 2015, Associate Head Coaches in the sports of Football, Baseball and Track shall receive 5.0 CAH instructional load. The exception for this provision is the Head Coach for Diving, which shall be compensated as an assistant coach. It is understood that Part-Time unit members who serve as Head Coach or Associate Head Coach shall be compensated for the instructional load credit described above, in accordance with the Schedule of Part-Time Service Rates.

**“F-Hour” Alternative Duty Compensation:** In addition to the load credit for Head Coaches and Associate Head Coaches shown above, coaches in intercollegiate athletics, including assistant coaches, shall receive “F-Hour” Alternative Duty load credit, or compensation in accordance with section 21G.2 above, as follows:

<b>Position</b>	<b>“F-Hour” Total CAH Effective Fall, 2015</b>
<i>Head Coach:</i> M Baseball, M Football, M/W Track	4.5
<i>Head Coach:</i> M Basketball, W Basketball, M Soccer, W Soccer, M/W Swimming, M/W Tennis, M Wrestling, W Softball	3.5
<i>Head Coach:</i> M Golf, W Volleyball, M/W Cross Country, M Water Polo, W Water Polo	2.5
<i>Head Coach:</i> M/W Diving	2.5
<i>Associate Head Coach:</i> Baseball, Football, Track	2.5
(Football Only) Offensive & Defensive Coordinator	3.5
<i>Assistant Coaches:</i> All sports (where assigned)	2.5

- a. **Payment Schedule and Load Limit in accordance with the 67% Law:** It is understood that a portion (up to two thirds) of the “F-Hour” Alternative Duty compensation will be paid for duties performed when the sport is not in season, and accordingly said portion of the “F-Hour” CAH will be assigned off season, which may include work in Summer Session, as approved by the immediate supervisor. In all cases, the aggregated assignment (instructional load from all assignments plus “F-Hour” Alternative Duty) for Part-time unit members shall not exceed ten (10) CAH in any one Fall or Spring semester. For each Head Coach, Associate Head Coach, or Assistant Coach, the immediate supervisor will provide the District with the distribution of “F-Hour” Alternative Duty for the assignment, as delineated above, between Fall Semester, Spring Semester, and Summer Session. This distribution of payments will follow the current pattern of compensation— five (5) equal payments for the portion of duties designated for Fall; five (5) equal payments for the portion of duties designated for Spring; and/or three (3) equal payments for the portion of duties designated for Summer Session.
- b. **Inapplicability of Article 10C.3:** The District and Faculty Association agree that Article 10C.3, regarding the opening of Alternate Duty assign-

ments to other interested unit members, shall not apply to intercollegiate coaching assignments.

- c. **Items Requiring Subsequent Negotiation:** In the event that a college elects to add an athletic program, or to make significant changes to an existing program (*e.g.* consolidation or de-consolidation), the District and Faculty Association shall negotiate impact effects to the provisions herein.

### **21J.2 Forensics, Newspaper Production, Music and Theater Performance**

The District and Faculty Association agree to work jointly to study the compensation for forensics, newspaper production, and music and theater performance; and to develop a plan within the duration of this contract to address any deficiencies identified in the compensation.

The parties agree that the coaching stipends defined in previous year Salary Schedules will be phased out by Spring Semester, 2016. From that point until the compensation study is completed, the 8.1 CAH load credit for Head Coaches will be observed in the areas of forensics and newspaper production. In lieu of “Option 2”, a full-time faculty member may take up to 3.625 CAH (of the 8.1) as Overload, to be compensated as “F-Hour” Alternative Duty. For a Part-time head coach, compensation will be calculated as 7.25 “F-Hour” CAH. If an assistant coach is assigned, it will carry 2.5 “F-Hour” CAH, which may be taken as load, or for Part-time/Overload compensation.

### **21K. Large Enrollment Classes**

(See [Article 10E.3.](#))

### **21L. Summer/Inter-Session Wage Rates**

(See [Article 17.](#))

#### **21L.1 Pay for Part-time (Adjunct) Faculty to Participate in New Faculty Orientation.**

Part-time (Adjunct) faculty shall be paid for up to two hours of participation in orientation as new faculty regardless of whether this orientation is face to face or online. See Section 18U.