



*COAST FEDERATION
OF EDUCATORS*

*Agreement
between*

*COAST FEDERATION OF EDUCATORS
AMERICAN FEDERATION OF TEACHERS
LOCAL 1911*

and



August 11, 2011 – June 30, 2012

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AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of August, 2011, by and between the COAST COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District," and the COAST FEDERATION OF EDUCATORS/AMERICAN FEDERATION OF TEACHERS, LOCAL 1911, hereinafter referred to as the "Federation":

WITNESSETH:

ARTICLE I. RECOGNITION.

Section 1. Pursuant to the certification of the Public Employment Relations Board of the State of California, dated May 25, 1979, in case number LA-R-794, the District recognizes the Federation as the exclusive representative of "Faculty Members" as defined in Article II, Section 10.

Section 2. Any dispute between the Federation and the District, as to whether any new or revised position is to be included within or excluded from the Bargaining Unit, will be submitted to the exclusive jurisdiction of the Public Employment Relations Board for its decision.

ARTICLE II. DEFINITIONS.

Section 1. "Administrator" shall mean a Management and/or Supervisory employee of the District.

Section 2. "Bargaining Unit" shall mean all Faculty Members covered by this Agreement.

Section 3. "Board" shall mean the Board of Trustees of the Coast Community College District.

Section 4. "Chancellor" shall mean the Chancellor of the Coast Community College District.

Section 5. "Chief Instructional Officer" shall mean the Vice President of Instruction at Orange Coast College, the Vice President of Instruction at Coastline Community College and the Vice President of Instruction at Golden West College. In the event of reorganization at any institution, the Federation and the District agree to meet to designate the Chief Instructional Officer under this Section.

Section 6. "College" shall mean Orange Coast College, Golden West College and Coastline Community College, together or separately.

Section 7. "Contract Faculty Member" shall mean a Faculty Member who is employed for more than sixty-seven percent (67%) of a full-time load and has not attained permanent status with the District.

Section 8. "District" shall mean the Coast Community College District.

Section 9. "Education Code" shall mean the Education Code of the State of California as it may be amended from time to time.

Section 10. "Faculty Members" shall mean all certificated and academic employees of the District, except all management, supervisory, and confidential employees; all other employees who hold positions not requiring certification or academic appointment; and all certificated and academic employees employed for less than fifty percent (50%) of a full-time load as defined in Article XI, Hours of Service.

Section 11. "Federation" shall mean the Coast Federation of Educators/American Federation of Teachers, Local 1911, AFL-CIO.

Section 12. "Instructor" shall mean a Faculty Member who is assigned as a teacher.

Section 13. "Parties" shall mean the District and the Federation.

Section 14. "President" shall mean the President of Orange Coast College, Golden West College or Coastline Community College.

Section 15. "Regular Faculty Member" shall mean a Faculty Member who has attained permanent status with the District.

Section 16. "Temporary Faculty Member" shall mean a Faculty Member so defined by the Education Code and so designated by the District.

Section 17. "Registered Domestic Partner" shall mean registered with the California Secretary of State.

ARTICLE III. ACADEMIC CALENDAR.

Section 1. Calendar and Work Year

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

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

Section 2. Holidays

(a) The District shall observe the twelve (12) holidays set forth below:

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

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

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

(d) The school calendar shall include a winter and spring recess.

Section 3. Calendar Committee

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

(b) The calendar for an academic year and the following summer session will be negotiated two years before implementation. The time period identified in the adopted calendars between summer session and

fall or spring semesters may be modified based on feeder school calendars and other factors impacting enrollments. Faculty shall receive a minimum of six (6) months' notice of such a change, and reserve the right in the event of a change to decline the summer assignments without penalty including but not limited to retaining their previous position on the overload equity wheel. All changes to the academic calendar are subject to negotiations between the District and the Federation, including but not limited to changes suggested by curricular changes in individual instructional programs.

ARTICLE IV. RIGHTS OF THE DISTRICT.

Section 1. Subject to the specific terms and conditions of this Agreement, the District retains and reserves unto itself, without limitation, all of the rights, authority, duties, and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of California to direct, manage and control the affairs of the District. Such rights of the District include, but are not limited to:

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

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

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

(d) The right to determine all services to be rendered to the students and to the public, including the nature, methods, quantity, quality, frequency and standards of service and the personnel, facilities, vendors, suppliers, materials, vehicles, equipment, and tools to be used in connection with such service, the contracting of services to be rendered and functions to be performed, including educational support, educational aids and devices, structural maintenance and repair services;

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

(f) The right to establish educational policies, goals and objectives (except as provided in Article V, Section 12 (a) based on the District's mission and the right to determine all matters related to student personnel services;

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

(h) The right to adopt reasonable rules and regulations, including rules and regulations for Faculty Members and rules and regulations related to safety and security matters;

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

Section 2. The exercise of the Rights under this Article are not subject to the grievance procedure of this Agreement.

Section 3. If the District does not exercise any of the rights set forth in Section I of this Article, it shall not be precluded from exercising such right at a later time.

ARTICLE V. RIGHTS OF THE FEDERATION.

Section 1. Dues Deduction.

(a) Upon receiving written authorization from the Federation, the District shall deduct from the Faculty Member's pay, without charge, the dues and Agency Fee of those Faculty who are members in the AFT bargaining unit. Any changes in dues or Agency Fee received by the Office of Human Resources as of the first of any month will be reflected on the paycheck for the following month.

(b) In accordance with Agency Fee law, the total amount of dues and Agency Fees deducted, together with a list of Faculty Members from whose pay the dues and Agency Fees were deducted, shall be forwarded by the District to the Federation office on a monthly basis. Faculty Members may have additional deductions including Tax Shelter Annuities (TSA), COPE membership, legal defense and insurance programs. Faculty Members may, in writing, revoke deduction or TSA, COPE membership, legal defense and insurance programs.

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

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

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

Section 2. Meeting Rooms. The Federation shall have the right to use without charge District facilities at reasonable times for the purpose of meetings concerned with its representation rights at the District, provided that such use shall not interfere with, nor interrupt, normal District operations and that arrangement for such use shall be made in accordance with College procedures for assigning meeting rooms. The Federation will reimburse the District for any extra maintenance, technical or custodial services directly attributable to the use of the meeting room.

Section 3. Federation Representatives. Duly authorized representatives of the Federation who are not Faculty Members may transact official Federation business on the District premises so long as the transaction of such business does not interfere with the performance of Faculty Members' duties to the District. The District agrees to make available to the Federation five (5) parking permits for use by duly authorized representatives.

Section 4. Bulletin Boards. The Federation may have the use of one-third (1/3) of the space of the official bulletin board designated at each District facility for posting notices of its activities. The appropriate space as set forth above will be identified as Coast Federation of Educators/American Federation of Teachers, Local 1911. Any notice posted pursuant to this Section shall be signed and dated by an officer of the Federation.

Section 5. District Mailboxes. The Federation shall have the right to use faculty mailboxes for communication with Faculty Members. Any mail placed in faculty mailboxes by the Federation shall clearly indicate the Federation as the source of the information. The Federation will make every reasonable effort to provide the Vice Chancellor for Human Resources with a copy of any generally distributed Federation communication which is placed in faculty mailboxes.

Section 6. Access. Federation officials, including department representatives, shall have free access to all campuses and all Faculty Members, provided such activity does not interfere with the educational process or the assigned duties of Faculty Members. The Federation shall have access to non-confidential data. The Federation shall be provided access to the Coast Community College District network.

Section 7. Copies of this Agreement. The District will bear the cost of reproducing sufficient copies of this Agreement. The District will arrange to have this Agreement reproduced and will provide each bargaining unit employee with one (1) copy of this Agreement and will, additionally, provide each new bargaining unit employee, subsequent to the effective date of this Agreement, one (1) copy of this Agreement.

Section 8. Board Minutes and Agenda. The District will furnish the Federation with copies of the minutes of Board meetings and with copies of the agenda of Board meetings and supporting documents submitted to the Board with such agenda, except for supporting documents of a confidential and/or privileged nature. Copies of the minutes, agenda and supporting documents shall be delivered to the office as designated by the Federation, at the same time and in the same form as those furnished to the Board of Trustees.

Section 9. Personnel Roster. Upon written request from the President of the Federation, not to exceed a reasonable number of reports per fiscal year, the District will, within ten (10) working days, provide a listing of the names, work locations, and annual salaries of bargaining unit members. In addition, the District will also provide home addresses of bargaining unit members. (Bargaining unit employees whose home college is Coastline Community College will be identified on the list in accordance with the area office to which they are assigned for the greater percentage of their contract.) In addition, the District shall provide to the Federation by the fifth week of each semester, lists of all faculty with active assignments, by tops code, both District-wide and sorted by college.

Section 10. Policy Manual. The District shall provide the Federation with a copy of the Board Policies and Administrative Procedures and shall supplement with copies of any additions, deletions or amendments as soon after adoption as possible.

Section 11. Documents. Upon written request of the Federation, the District shall provide the Federation with copies of any documents, identified with reasonable specificity, which are a matter of public record provided that these materials are not confidential. The Federation will bear the expense of duplicating any such materials; however, the District will provide a copy of any such document free of charge if an extra copy is available.

Section 12. Governance. The District and the Federation encourage and favor periodic meetings between the District and the Federation representatives to discuss mutual problems not concerned with specific grievances but with the overall relationship between the parties to this Agreement. Such meetings shall be arranged at the mutual convenience of the District and Federation representatives concerned.

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

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

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

Section 13. Federation Offices. The Federation shall have secured offices at Orange Coast College and Golden West College, the locations to be mutually agreed upon by the District and Federation. The same furniture provided the faculty offices and telephone service will be provided. These offices shall be the sole office space provided to CFE/AFT 1911. The District agrees to make available at Coastline Community College Center, at reasonable times, private office space for the use of the Federation in meeting with members of the bargaining unit. The Federation shall pay for all telephone toll calls exceeding \$1,000 annually.

Section 14. Federation Leaves.

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

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

Section 15. Organization Activities. Neither the District nor the Federation shall discriminate in any way against any Faculty Member because of participation or lack of participation in Federation activities, or for filing or processing any grievance, or for failing to file or process any grievance.

Section 16. Contract Education

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

(b) The overload rate of pay shall be paid as provided in Article XIII.

Section 17. Committee Appointments. The Federation shall appoint one representative to the College/District Planning and Budget Committees, Environmental Health, Safety and Disaster Preparedness Committee, District Enrollment Management Task Force, District Wellness Committee, High Technology Committees, and International Education Committee. The Federation shall appoint one representative to College/District Search Committees for the positions of District Chancellor, Vice Chancellors, and College Presidents.

ARTICLE VI. ACADEMIC FREEDOM AND RESPONSIBILITY.

Section 1. Recognizing that free search for truth and the expression of diverse opinions are essential to a democratic society, both the District and the Federation will affirm the principles of academic freedom, with the understanding that

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

this right is guided by a deep conviction of the worth and dignity of students and the advancement of their knowledge.

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

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

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

Section 2. A Faculty Member's exercising of his/her right of academic freedom as delineated in this Section shall not be subject to any adverse action affecting the Faculty Member's employment status with the District:

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

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

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

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

(e) For expressing in an appropriate forum the Faculty Member's viewpoint on matters of College and District policy.

(f) In collegial life, for example, for participation in the governance of their colleges, and engaging in the collegial expression of opinions in their department, college, and/or District meetings.

Section 3. Political activities on college campuses shall be governed by District policies and procedures which shall be in accordance with the requirements of applicable Federal and State law.

Section 4. The District shall respect the Faculty Member's right in public life to exercise freedom of speech, freedom of association, freedom of union activity, and freedom to express expert opinions in a public forum provided it is clear that the Faculty Member is not speaking or acting on behalf of the District.

ARTICLE VII. PERSONNEL FILES.

Section 1. There shall be only one official personnel file for each Faculty Member, which is maintained in the District Office of Human Resources. The personnel file shall include, but need not be limited to, records of employment with the District and records of professional evaluation. In addition, such records as educational advancement and pertinent work experience as provided by the Faculty Member shall be a part of the official District file. The material in the official District personnel file shall be considered and

used as the only official personnel record of the District in any proceeding affecting the status of the Faculty Member's employment with the District.

Section 2. The personnel file shall be kept in a locked file room in the Office of Human Resources. The contents of all personnel files shall be kept in the strictest confidence. All applicable Federal and California state laws governing the rights to privacy and confidentiality will be followed in maintaining the personnel files. When a Faculty Member's file is opened for any purpose other than routine office work, a file utilization form shall show the name of the person opening the file, the date and the purpose.

Section 3. Upon written request, the material in the file shall be made available for the inspection of the Faculty Member to whom the file pertains, except ratings, reports or records which were obtained prior to the employment of the Faculty Member were prepared by identifiable examination committee members, or were obtained in connection with a promotional evaluation. A CFE faculty representative may, with written authorization by the Faculty Member, have access to the respective faculty file.

Section 4. Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District. Anonymous communications shall not be placed in the personnel file or in any other file maintained in the District.

Section 5. Up to ten (10) official commendations from organizations acknowledging excellence in instruction or special service to the college, District, community or profession may be entered in the personnel file by the Faculty member or the District upon receipt by the Manager of Employee Records.

Section 6. Information of a derogatory nature, except that listed under Section 2 of this Article, will not be placed in the file until the Faculty Member has been provided with a copy of the derogatory information and a notice regarding the Faculty Member's right to respond in writing within a ten (10) working day period. This does not prevent a Faculty Member from submitting a response to derogatory information beyond this ten (10) day period. The response shall be attached to the derogatory information in the file.

Section 7. The Faculty Member shall have the right to comment in writing on any item in the Faculty Member's personnel file, except those listed under Section 3 of this Article. The written comments shall be attached to the appropriate materials in the Faculty Member's personnel file.

Section 8. The Faculty Member shall have the right to copies of materials within the file except as noted in Section 3 above. The actual cost of such duplication shall be paid by the Faculty Member. In the event of disciplinary action against the Faculty Member, such Faculty Member, upon request, shall be provided at District expense with a copy of any or all material in the file deemed necessary by the Faculty Member, except as noted in Section 3 above.

Section 9.

(a) After four (4) years, upon request of the faculty member, derogatory material placed in a Faculty Member's personnel file shall be placed in a separate sealed envelope which shall be removed from the personnel file and shall be placed in a separate locked filing cabinet located in the Personnel Office of the District offices.

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

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

(b) The four year period provided in subsection (a) above will not preclude the Faculty Member and the Vice Chancellor of Human Resources, or designee, from agreeing to remove material in the personnel file at any time.

Section 10. Student grievance documentation shall not be placed in the concerned Faculty Member's personnel file unless disciplinary action is taken.

Section 11. Faculty Members shall be provided a copy of any personnel related documentation that the District sends to other State agencies relating specifically to discipline or evaluation of performance of the faculty member. The privacy rights of other individuals will be protected as required by law.

ARTICLE VIII. EVALUATION OF FACULTY MEMBERS.

Section 1. Purpose. The purpose of this Article is to improve instruction, counseling and other educational services through the periodic evaluation of all Faculty Members -- TEMPORARY (employed only 2 out of 6 semesters), CATEGORICAL, PART-TIME (50 through 67%), CONTRACT (tenure track) and REGULAR (tenured).

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

(a) Evaluation Frequency. Each temporary faculty member will be evaluated during the semester of temporary employment, but no more than once in an academic year.

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

The Panel shall include two tenured faculty members.

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

(c) Student Survey. A student survey will be distributed to at least two classes during the semester of evaluation. The evaluatee will have the right to choose one of the classes. The panel chair or designee shall compile the results of the student surveys and forward a copy of the compilation to the evaluatee along with the original surveys. Narrative comments will be provided to the evaluatee after student grades have been issued, during the first week of the following semester. Documents will be kept in a sealed envelope with the Faculty Member's name in the appropriate Vice President's office. The compilation will become a part of the evaluation report.

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

(e) Special Assignment. In the event that a temporary faculty member has 50% or more of special assignment, a self-evaluation may be utilized by the faculty member using the self-evaluation form found in Appendix B. The panel retains the right to go into the classroom for an observation if a self-evaluation method is chosen.

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

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

(h) Appendix B and L Provides forms.

Section 3. Evaluation of CATEGORICAL Faculty Members.

(a) Evaluation Frequency. Each categorical faculty member will be evaluated each year of employment for four years. Thereafter, evaluation shall be at least once every six regular semesters. The evaluation will be based on activities and observations since the last evaluation.

(b) Panel Selection.

1. For the first four years of employment, the panel selection and report procedures for Temporary faculty members set out in Section 2, subsections (b) through (g) shall be used. In the event that a categorical faculty member has 50% or more special assignment, a self-evaluation may be utilized by the faculty member using the self-evaluation form found in Appendix B. The panel retains the right to go into the classroom for an observation if a self-evaluation method is chosen.
2. At least once every three years after that, the panel selection and report procedures for Regular faculty members set out in Section 6, subsections (b) through (g) excluding the last two sentences in subsection (g) shall be used. In the event that a categorical faculty member has 50% or more special assignment, a self-evaluation may be utilized by the faculty member using the self-evaluation form found in Appendix B. The panel retains the right to go into the classroom for an observation if a self-evaluation method is chosen.

Section 4. Evaluation of PART-TIME (50% through 67%) Faculty Members

(a) Evaluation Frequency. Each part-time faculty member shall be evaluated the first semester of employment, and thereafter at least once every six regular semesters. The evaluation will be based on activities and observations since the last evaluation. Formal evaluation shall be performed only by the unit member's immediate supervisor, site administrator, or the division's department chair from the discipline. Where the department chair is not a member of this bargaining unit, the evaluation shall be done by the immediate supervisor or site administrator.

(b) Panel Selection. Part-time (50-67%) faculty who are teaching at two or three colleges within the District during the semester they are scheduled for evaluation shall be evaluated at the college where the greatest portion of their teaching load is assigned. If a part-time faculty member's assignment is equally divided between two or three colleges within the District, that faculty member shall select the college at which the evaluation shall occur. When no evaluation is scheduled at a college of assignment, the

appropriate administrator shall consult with the part-time faculty member concerning any perceived problems.

(c) Student Survey. A student survey will be distributed to at least two classes during the semester of evaluation. The evaluatee will have the right to choose one of the classes. The evaluator or designee shall compile the results of the student surveys. Narrative comments will be provided to the evaluatee after student grades have been issued, during the first week of the following semester. Documents will be kept in a sealed envelope with the Faculty Member's name in the appropriate Vice President's office. A copy of the compilation of the student surveys will be forwarded to the evaluatee along with the original surveys. The compilation will become a part of the evaluation report.

(d) Observation. The evaluator shall make at least a one-hour on-site observation, and complete the Faculty Evaluation Report form found in Appendix B.

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

(f) Evaluation Report. The Faculty Evaluation Report, with a "satisfactory" or "unsatisfactory" designation marked, will be submitted to the Vice President of Instruction or Student Services, as appropriate.

(g) Appendix B & L provides forms.

Section 5. Evaluation of Contract Faculty Members. (Tenure Track)

(a) Evaluation Frequency. Each contract faculty member will be evaluated once each year until tenure is granted.

(b) Committee Selection. The Committee shall be called the Tenure Review Committee and will be made up of the Division Administrator from the division of the candidate and three tenured faculty members. The Division Administrator will initiate formation of the committee. In the event the administrator in the division is not available the Vice President of Instruction or Student Services, as appropriate, will designate the educational administrator to serve in the Division Administrator's place.

The Committee shall include three tenured faculty members.

1. Two faculty from the discipline.

(a) One faculty member will be appointed from and by the candidate's search committee.

(b) Another faculty member will be a tenured volunteer from within the discipline. When the committee is being formed, the Division Administrator will send a list of contract faculty needing evaluation to the members of the discipline and ask for volunteers. If there is more than one volunteer per evaluatee, the Division Administrator will notify the volunteers and the decision of who will be the representative to the committee will be made by the faculty volunteers. In the event of a tie, lots shall be drawn. In the event there are no tenured faculty volunteering from the discipline, the faculty member selected from the search committee, the Division Administrator, the Academic Senate President, and a Federation Vice President representing the appropriate college will consult to resolve the issue.

2. One faculty member from a discipline outside of the evaluatee's discipline shall be appointed by the Academic Senate, using the following procedure. Once the two discipline faculty members have been named, the Division Administrator will notify the Academic Senate of the two faculty serving on the committee and request the Senate to name a third tenured Faculty Member. After the Senate as a whole votes to approve the

appointment, the name will be sent to the Division Administrator, who will call a meeting of the new committee at which time the members will elect a chair annually.

Wherever possible, the Committee membership will reflect diversity with respect to ethnicity and gender.

Should vacancies occur, the vacant seat must be replaced, and the replacement will follow the initial procedures for the selection of the vacant seat.

(c) Student Survey. A student survey will be distributed to at least two classes during the semester of evaluation. The evaluatee will have the right to choose one of the classes. The committee chair or designee shall compile the results of the student surveys and shall forward a copy of the compilation to the evaluatee. Narrative comments will be provided to the evaluatee after student grades have been issued, during the first week of the following semester. Documents will be kept in a sealed envelope with the Faculty Member's name in the appropriate Vice President's office. The compilation will become a part of the evaluation report.

(d) Panel Observation. Each member is required to make at least a one-hour on-site observation between the time the team is impaneled and the writing of the evaluation report. At their discretion, committee members may make any reasonable number of on-site visits. The team will use the appropriate forms found in Appendix B. In the event that a categorical faculty member has 50% or more special assignment, a self-evaluation may be utilized by the faculty member using the self-evaluation form found in Appendix B. The panel retains the right to go into the classroom for an observation if a self-evaluation method is chosen.

(e) Self-Evaluation. The evaluatee shall complete a self-evaluation, which will then be shared with the committee. (See Appendix B for the appropriate form.)

(f) Evaluation Report and Conference. The committee shall meet with the evaluatee to review the evaluation materials, to discuss proposed recommendations and to give any preliminary suggestions for professional development as necessary.

The Tenure Review Committee shall review all evaluation materials and prepare any recommendations for professional development. Each member of the committee will recommend continuance of employment, with or without a program of professional improvement, or discontinuance of employment. Each committee member will sign the final report. In response to the report, the evaluatee or any committee member may submit to the Vice President of Instruction (or Vice President of Student Services as appropriate) a written, signed statement. Any statements will be attached to the report.

Following the conference and the review of all materials deemed necessary by the Committee, an evaluation report with recommendations and including the complete file of the evaluation will be submitted to the Vice President of Instruction (or Vice President of Student Services, as appropriate) with a copy to the evaluatee. The Vice President, after reviewing the file, will recommend to the President of the college continuance of employment, with or without a program of professional improvement, or discontinuance of employment. The President will rely primarily on the advice of the Tenure Review Committee when making recommendation to the Chancellor. If the President disagrees with the Committee's recommendation, the Committee's dissenting recommendation is to be included in writing when a recommendation is presented to the Board of Trustees. Before March 15 of the second year of evaluation, for rare and compelling reasons the Tenure Review Committee may also request that the granting of tenure be considered by the Accelerated Tenure Review Committee.

(g) Accelerated Tenure Review Committee. A special committee, the Accelerated Tenure Review Committee, comprised of the following tenured faculty members and the appropriate Vice President shall be convened to review and consider the Tenure Review Committee recommendation:

One (1) CFE appointment, not from the evaluatee's instructional unit;

One (1) Academic Senate President or designee from the evaluatee's college, but not from the evaluatee's instructional unit;

Two (2) Academic Senate appointees from the other two colleges in the District, preferably from the evaluatee's discipline;

One (1) Vice President of Instruction or Vice President of Student Services from the evaluatee's college

The committee shall, if unanimous, recommend to the President of the college that the contract probationary faculty member receive tenure as a regular faculty member.

The President shall either recommend to the Chancellor the decision of the special committee or return the recommendation to the special committee and a copy to the Tenure Review Committee and the probationary employee, with the reason(s) for not accepting the recommendation for tenure.

If the Chancellor accepts the President's recommendation, the probationary employee's name shall be submitted to the Board of Trustees for approval.

The decision of the Accelerated Tenure Review Committee, President, Chancellor and Board of Trustees is final and not subject to any appeal.

Section 6. Evaluation of REGULAR Faculty Members. (See Subsection (k) for faculty on special assignment)

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

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

(c) Student Survey. A student survey shall be conducted by the peer panel during the semester of evaluation. At least two classes will be surveyed. The evaluatee will have the right to designate one of the classes to be surveyed. The survey form appended in Appendix B of this Agreement will be used. Until a validated survey is developed, it will be the responsibility of the faculty evaluatee to survey two designated classes and forward the student opinion survey section A (the objective questions) to the panel for compilation. Narrative comments will be provided to the evaluatee after student grades have been issued, during the first week of the following semester. Documents will be kept in a sealed envelope with the Faculty Member's name in the appropriate Vice President's office. The compilation of the student opinions (section A) will be reflected in the evaluation report by the peer panel and forwarded to the evaluatee and the administrator.

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

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

1. Panel Observation. Each panel member shall make a formal on-site instructional observation visit of the evaluatee between the time the team is impaneled and the writing of the evaluation report. The Evaluatee shall recommend the class(es) to be observed and the panel shall attempt to visit those selected. Panel members will use the evaluation instrument in Appendix B.
2. Self-Evaluation. If a self-evaluation method is chosen, the evaluatee will submit to the panel the self-evaluation form in Appendix B plus any other materials deemed appropriate by the evaluatee. The panel retains the right to go into the classroom for an observation if a self-evaluation method is chosen.

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

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

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

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

(j) Augmented Evaluation Report. After the evaluatee has completed the remediation program, the panel will prepare a written report, a copy of which will be provided to the evaluatee, who may file a written, signed statement, which shall become a part of the report. Each panel member will sign the report. The chairperson of the panel shall forward the report to the President, who shall change the rating to

satisfactory or recommend to the Vice Chancellor for Human Resources further disposition, as recommended by the panel.

(k) Evaluation of Faculty on Special Assignment.

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

Section 7. Reports. Records and reports of the evaluation procedure will be retained in the Faculty Member's personnel file.

Section 8. Evaluation Participation. Any Faculty Member who is undergoing continued or augmented evaluation shall not be eligible to serve on any evaluation panel or Augmented Evaluation Committee until the Faculty Member's evaluation is concluded as satisfactory.

Section 9. Evaluation Procedures Committee. An Evaluation Procedures Committee of six (6) persons, three (3) appointed by the District and three (3) appointed by the Federation, will review and recommend a student survey form for counselors and librarians, as well as special assignment instructors. This committee will also recommend to the District and the Federation any changes in the evaluation procedures.

Section 10. Instructional Units. For the purpose of this Article, "instructional unit" shall mean an organizational unit of each College for instructional and other educational purposes. If any College changes its instructional units, it shall provide the President of the Federation with at least fifteen (15) days notice of any such intended change.

ARTICLE IX. PROFESSIONAL SECURITY.

Section 1. Regular and Contract Faculty Members. Any action to dismiss, suspend, or lay off Regular or Contract Faculty Members shall be governed by applicable provisions of the California Education Code.

Section 2. Temporary and Categorical Faculty Members.

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

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

Section 3. Reprimands. No formal written reprimand will be administered by the District to a Faculty Member without good and sufficient reason. Prior to formal action on a complaint, the responsible Administrator shall meet with the Faculty Member to attempt an informal resolution of the matter. Before administering a formal reprimand, the Faculty Member shall be provided a written statement of the alleged facts on which the proposed reprimand is based, and shall be provided no less than ten (10)

working days to respond to the allegations. The reprimand shall be kept confidential unless the Faculty Member first waives that confidentiality.

Section 4. Program Review. When any program of any College is placed under review to determine possible curtailment or termination of that program, the District shall notify the Federation. The Federation shall have the right to representation on any committee, including "further review," task force, or other group which is carrying out a program review for the above purposes.

X. ACADEMIC RELATIONS.

Section 1. College Curriculum Committees.

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

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

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

Section 2. Textbook Selection. Faculty Members have the responsibility of evaluating textbooks and related materials in any courses they are assigned to teach and shall make the selection in accordance with faculty departmental procedures.

Section 3. District IPD/PDI (Institute of Professional Development/Professional Development Institute) Appeal Committee.

(a) The District IPD/PDI Appeal Committee shall be comprised of six (6) voting members, one from each College appointed by the Federation, and one from each College appointed by the District in the event of an appeal. The Federation President, or designee, and the Vice Chancellor for Human Resources, or designee, shall serve as non-voting members.

(b) The District IPD/PDI Appeal Committee will serve as an appeal body with the power to recommend to the Vice Chancellor for Human Resources, in the event of a disagreement between a bargaining unit member and the District, with regard to application of the criteria in Appendix C.

Section 4. Department Chairs.

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

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

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

(c) Election procedures of candidates.

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

(d) Position Duties. Prior to delivering to the Academic Senate a request of an election, the Dean shall distribute to all Faculty Members in the instructional unit a list of the primary administrative duties required. That announcement shall include the released time and/or additional compensation to be

provided for the performance of those duties (Article XI, Section 17). The department chair shall have the responsibility to present the various views and concerns of the faculty to the Dean.

(e) Evaluation of department chairs.

1. Each department chair shall be evaluated once during the second semester in the position, and the fourth semester at the request of 30% the faculty or the Dean. Faculty requests for evaluation shall be submitted to the President of the Academic Senate.
2. The purpose of the department chair evaluation is to produce a result that will modify, correct and/or strengthen the department chair's performance in the position.
3. The performance reports (Appendix B-1), prepared by the faculty members and Dean will be collected by the Dean who will review the reports and present the reports to the department chair with an accompanying written summary of the reports. The summary will be written by the Dean. The reports and the summary will be retained by the department chair and the Dean may retain copies of the report and summary which he or she has prepared. The latter copies retained by the Dean shall not be used to affect the department Chair's current or future assignment(s) or Article VIII evaluations.
4. The department chair may make written comments and responses to the reports and the summary. This written response will be attached to a copy of the summary and retained by the Dean.
5. Only at the request of the department chair, the evaluation summary shall be placed in his/her district personnel file.

(f). Terms of Service.

1. The department chair shall be elected for a term no less than one (1) semester, nor more than four (4) semesters and may be reelected for additional terms.
2. In cases where removal may be necessary:
 - a. After one (1) full semester, the Dean may require an individual to cease serving as department chair before that individual's term has been completed. The reasons for such removal shall be given in writing to the department chair, in confidence, who may consent to reveal such reasons to the department faculty. Such removal shall be subject to the appropriate Vice President's approval.
 - b. After one (1) full semester, if the majority of the faculty submits a signed recall petition to the Academic Senate, the Academic Senate shall conduct a recall vote within two (2) weeks of receipt of the petition.
 - (1) The ballot shall simply state: "Should _____ continue to serve as department chair: Yes____No____." Voting shall be by written, secret ballot. Ballots shall then counted by two members of the Academic Senate selected from among the Senators of other instructional units. The selected Senators shall announce the results to the instructional unit faculty, and also post the results.
 - (2) If a simple majority of all eligible voting instructional unit faculty vote "No," the department chair will be removed from office. The Unit Senator will then arrange for another election to fill the position.
 - (3) No reference to the recall will be placed in the department chair regularly cycled evaluation nor the Faculty Member's District Personnel File. The

official tally of the ballot count shall be retained by the Academic Senate. All other written material relating to the above process must be destroyed ten (10) working days after the recall vote, unless the Academic Senate determines their further retention is necessary to resolve a dispute over the recall election.

(g) Vacancies: The filling of a vacant department chair position shall be in accordance with Section (c) 2-5, above. For good cause, the Academic Senate may conduct an election at another time than provided in Section 4(c) 1. In the latter event, the term of service shall commence immediately, but not continue beyond the succeeding academic year.

Section 5. Nondiscrimination.

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

(b) Equal Employment Opportunity (EEO). The District and the Federation agree to make a good faith attempt to adhere to EEO principles and guidelines to ensure that hiring practices safeguard equal opportunity for all qualified employees and applicants for District positions without regard to status based on protected characteristics described in Section 7A of this Article. The District and the Federation commit to the pursuit of diversity within the framework of applicable Federal and State laws.

(c) Harassment. The District and Federation are committed to creating and maintaining an environment that is free of harassment and agree that no employee shall be subject to any form of verbal, physical, visual or written communications that constitute harassment by managers, co-workers, or others in the workplace based on protected characteristics listed in Section 7A above. It is understood that documentation utilized under the evaluation or discipline process shall not be construed as harassment.

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

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

1. *Quid Pro Quo Harassment* – This for that – occurs when submission to sexual conduct is explicitly or implicitly made a condition of a job, a benefit, or the absence of a job and can also occur when sexual conduct is made a term or condition of a student's grade or progress.
2. *Hostile Work or School Environment* exists when an employee or student can demonstrate that he/she has been subjected to verbal, visual, or physical conduct, based on a protected characteristic listed in section 7A. Further, it must be established that the conduct was both subjectively and objectively unwelcome, and was sufficiently severe or pervasive to alter the condition of the working or educational environment.

The District shall take all appropriate and reasonable measures to prevent sexual harassment and will respond promptly to resolve sexual harassment complaints, in accordance with Board Policy and provisions of Title 5. Faculty Members who are victims or witnesses of sexual harassment are encouraged to report incidences of sexual harassment and to cooperate in investigations of allegations.

- (e) Faculty Members accused of discrimination or sexual harassment will be promptly notified when a complaint has been made, and will be informed of his/her Expanded Weingarten Right to union representation during the investigative interview. The Faculty Member will be provided information in writing, outlining the allegations. Reasonable efforts will be made to provide at least five (5) working days notice prior to the first investigatory meeting with the Faculty Member. Immediately following the investigative interview, the Faculty Member will be given the full text of the written complaint, if the complaint was submitted in writing.

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

In the event suspension is recommended, based on the investigative report, the Faculty Member will be entitled to receive a copy with witness names, identifying comments, or information protected by privacy rights redacted from the report.

In the event termination/dismissal is recommended based on the findings contained in the investigative report, the Faculty Member will be entitled to the full text of the report.

Grievances processed under this Section will be handled with all possible confidentiality.

- (f) The District and the Federation agree to comply with the Americans with Disabilities Act (ADA). The District agrees to engage in a good faith, interactive process, to consider requests from Faculty Members to make reasonable accommodation on a case-by-case basis for those employees that are covered under the ADA. The District and the Federation shall meet to discuss concerns expressed by an employee regarding the implementation of the ADA.
- (g) The District and the Federation agree that retaliation against a Faculty Member or other employee of the District, based on complaints of discrimination or cooperation with investigations or lawsuits, is a violation of Policy and will not be tolerated.

The District and the Federation recognize that avenues outside of this Agreement exist for the legal determination of issues which deal with discrimination. Therefore, the exercising of rights under this Section are subject to the grievance procedure in this Agreement only through the completion of Level III.

ARTICLE XI. HOURS OF SERVICE.

Section 1. Standard Work Week and Work Day.

(a) Work Week.

1. The standard work week shall comprise forty (40) hours of professional activities on and off campus, including, but not limited to, instructional assignments, regular librarian and counselor assignments, preparation for such assignments, evaluation of student performance, participation in student and faculty committee assignments, professional and educational development, curriculum development, maintenance of office hours, participation in consultations with students, and assisting in the conduct of student performances.
2. The standard work week shall be Monday through Friday. If a Faculty Member voluntarily accepts an assignment on Saturday and/or Sunday, such Faculty Member shall not be assigned duties on the weekday(s) of the Faculty Member’s choosing with approval of the designated administrator. In no case will the Faculty Member be compelled to work more than five (5) days per week.

3. In addition to their regularly scheduled assignments, Faculty Members will post and maintain at least four (4) office hours per week. Two (2) office hours may be virtual with the approval of the Faculty Member's supervisor.

If seven and one-half (7.5) LHE or more of the Faculty Member's regular load is 100% online, three (3) office hours per week may be virtual if approved by the Faculty Member's supervisor. The administrator shall not arbitrarily disregard the request. If the Faculty Member is denied the three (3) hours per week, upon request, the administrator will provide the reasons in writing to the Faculty Member with a copy to the Federation. Faculty Members whose assigned hours are, exclusive of overload, twenty (20) hours per week shall not be required to maintain office hours. The requirement for office hours shall be reduced proportionally for Contract and Regular Faculty Members working less than 100% contract. Part-Time Faculty Members are exempt from this language regarding office hours.

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

4. Faculty Members teaching sixty (60) -minute non-lecture classes (Section 2(b)) will receive credit for one (1) office hour for each five (5) sixty (60) -minute classes taught weekly up to a maximum credit of two (2) hours per week.
5. Faculty Members who have less than twenty (20) hours per week of required posted office hours and scheduled classes, exclusive of overload, shall serve on at least one (1) College/District committee or student advisory group each semester. Assignments to Federation and/or Senate committees dealing with College/District matters will meet this requirement.
6. There shall be no discreet final exam week with the sixteen (16) week semester.

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

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

(d) Modification of the work year for individual Faculty positions must be negotiated between the District and the Federation.

Section 2. Class Hour.

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

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

Section 3. Annual Work Load.

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

(b) Overload compensation will be paid for any assignment in excess of fifteen (15) lecture hour equivalencies, unless the excess is to accommodate a thirty (30) semester hour combination when both semesters are taken into consideration. For the compressed calendar the overload hour (whether lecture or lab) for a given assignment shall be calculated as though the class were to meet for 18 weeks (e.g., 3 hours/week x 18 weeks = 54 hours). The result shall be multiplied by the overload rate (e.g. 54 X overload rate = total overload compensation paid to Faculty Member). The latter result shall be the compensation for that sixteen (16) week assignment irrespective of any holidays.

(c) The District may assign an overload of up to one (1) lecture hour equivalency per semester with a maximum of two (2) per academic year in order to attempt to meet the requirements of subsection (a) of this Section. Overload assignments in excess of one (1) lecture hour equivalency in one semester or two (2) lecture hour equivalencies in an academic year are voluntary.

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

(e) Overload Banking Program.

1. General Provisions.

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

2. Implementation of Banked Leave.

- a. The total amount of accumulated banked time for an individual shall not exceed 15 LHE. Once a Faculty Member has banked 15 LHE, any additional overload worked prior to the

banked leave being taken shall be paid at the current contractual rate, unless the Faculty Member's leave request has been postponed by the District, in which case accrued overload may be banked above 15 LHE until the postponed banked leave has been taken.

- b. A Faculty Member may take a banked leave once every eight semesters.
- c. The application to use banked credit for leave must be submitted to the Division Dean no later than the Monday of the third week of instruction of the fall term for a leave commencing the subsequent spring, or the Monday of the third week of instruction of the spring term for a leave commencing the subsequent fall. The request must be approved or denied by the Dean and the appropriate Vice President, and the Faculty Member informed of this decision no later than the end of the eighth week of the semester the application was submitted.
- d. Every effort shall be made to accommodate a Faculty Member's request for a banked leave; however, it is recognized that a banked leave may be postponed under circumstances in which the absence of the Faculty Member would jeopardize the educational program. The Dean shall put in writing any postponement of the request for a banked leave. A requested banked leave can be postponed by the District for no more than one academic year.
- e. When two or more Faculty Members from the same department or area apply to schedule banked leave and both/all cannot be accommodated, those Faculty Members who have not previously taken banked leave shall have priority in order of seniority. The remaining faculty will be given priority the following semester.
- f. To ensure the stability of a program, department, or College, the Faculty Member requesting banked leave may be requested to work with the department chair and Division Dean to arrange for appropriate substitute coverage.
- g. If a banked leave is taken in a semester adjoining a semester in which the Faculty Member is taking a sabbatical leave, the combined leave shall not exceed two consecutive semesters.
- h. Any Faculty Member who has accumulated banked overload credit through the Spring 2011 semester shall have that overload credit made subject to these provisions.

3. Cashing Out Banked Overload Credit.

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

Section 4. Loading Factors. Course Outline of Record. The course outline of record identifies the lecture and non-lecture elements of each course and will be used for the purpose of determining the load distribution for each course.

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

(b) Non-lecture Hour. A non-lecture hour is defined in terms of proportional lecture hour. Non-lecture hour assignments are weighted in terms of lecture hour equivalencies as follows:

<u>Subject</u>	<u>Lecture Hour Equivalencies</u>
Administration of Justice	.75
Physical Education Labs	.75
Physical Education Activities	.75
Health Sciences	.75
Cosmetology	.75
Technologies	.75
English 051-058, 010-019, 106 & 900, GWC	.75
ESL, GWC and CCC	.75
Journalism, GWC	.75
Learning Assistance (e.g. Computer Learning Lab)	.75
Learning Skills and Instructional Aid	.75
Library	.75
Speech	.75
Tutoring/Learning Skills	.75
Anthropology	.75
Geography	.75
Social Sciences, CCC	.75
Interpreting	.75
Natural Sciences, Mathematics/Science	.75
Self-Paced Mathematics	.75
Laboratories, Allied Health Laboratories	.75
Special Education, CCC	.75
Special Education (Learning Skills), CCC	.75
Secretarial Science, Home Economics	.75
Business, Floral Design	.75
Fine and Applied Arts and Dance	.833

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

1. Large classes must be pre-approved and scheduled by the Dean.
- 2.. Faculty Member preferences will be taken into consideration in making such assignments.
3. The workload shall be determined by the enrollment at census date of that class.
4. During summer school and intersession, the workload shall be determined by the enrollment of a class when 20% of the total class hours have been completed or at census, whichever comes first. Compensation for full-time instructors shall be at the rate of 1/1000th for lecture and non-lecture teaching assignments.
5. The credited lecture equivalencies for large classes shall be as follows:
 - a. 55-119 students = 1.50 times lecture hour equivalents.

- b. 120-239 students = 2.00 times lecture hour equivalents.
- c. 240-359 students = 2.50 times lecture hour equivalents.
- d. 360-479 students = 3.00 times lecture hour equivalents
- e. 480-599 students = 3.50 times lecture hour equivalents
- f. 600-719 students = 4.00 times lecture hour equivalents
- g. 720-839 students = 4.50 times lecture hour equivalents
- h. 840 or more students = 5.00 times lecture hour equivalents

Section 5. Categorically Funded Positions.

(a) Faculty Members initially employed in categorically-funded positions shall be governed by the requirements of Education Code Section 87470 (See Appendix "X") in their employment relations with the District.

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

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

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

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

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

(f) Affiliated Faculty Instructors (AFIs).

1. AFI's will be required to participate in all obligations required of full time faculty as outlined in the existing bargaining agreement.
2. Memorial Health Services (or other accredited hospital/health agencies) will assume sole and full responsibility for all compensation, medical benefits, worker's compensation, and all forms of insurance typically provided by the agency employer for AFI's employed by them, while they are working in the District.

3. The District will pay the agency fee amount for each AFI annually. The schedule of payment will be on December 1st for each academic year of employment.

Section 6. Clinical Assignments.

- (a) Clinical work experience (1) lecture hour equivalency for each five (5) students.
- (b) Medical facilities supervision shall be loaded as non-lecture hours. Shifts of less than eight (8) hours shall be prorated.
- (c) For required orientation at clinical sites, the instructor shall be compensated at the contract daily rate or by released time.
- (d) For required classes running for more than 110 minutes, the Faculty Member shall have a fifteen-minute break after each 110-minute segment.

Section 7. Other Loading Factors.

- (a) Loading for work experience shall be in accordance with the following formula: eight (8) students equal one (1) lecture hour equivalency.
- (b) Individualized study shall count as one (1) lecture hour equivalency of an instructor's workload for twenty-four (24) student units, or eight (8) students enrolled in one (1) three-unit course each.
- (c) The loading formula for Telecourse Instructors will be as follows: one (1) lecture hour equivalency for each group of up to seventy (70) students. English composition shall be loaded at one half this ratio.
 1. Telecourse Instructors, who are assigned as part of their regular teaching load, will administer examinations, present review sessions, prepare prescriptive feedback and complete other duties in lieu of the office hour requirement as spelled out in Section 1 of this Article.
 2. Telecourse Instructors on overload assignment will be paid at the overload rate for each hour of participation in review sessions, the administration of examinations, and any other required duties which cannot be fulfilled during designated carrel hours.
- (d) The Federation shall be advised of changes in the telecourse delivery system adopted by the District which result in workload increases. Such increases will be subject to negotiations between the Federation and the District.
- (e) Faculty Members with students enrolled in Internship Academy will be compensated for five hours each semester, per student enrolled, at the overload rate.

Section 8. Counselors.

- (a) Counselors. Assignments for full-time counselors shall be thirty-three (33) hours and forty-five (45) minutes (33.75) per week of counseling activity per week directly with students, including counseling service which is provided to a student or students, workshops, and individual or group counseling. Counseling assignments for Faculty Members who are also engaged in program related activities as agreed upon by the unit administrator and counselor shall be part of the assigned hours. Other professional activities shall be performed as defined in Section 1 (a) of this Article in addition to the assigned hours.
- (b) Counseling assignments for Faculty Members who are also engaged in instructional activities will be on a proportional basis (including one hour of preparation for each hour of lecture instruction, reducing counseling hours accordingly).

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

1. The scheduled days shall occur anytime during the fiscal year, July 1 through June 30. Counselors shall be compensated from the "QQ" salary schedule.
2. The twenty (20) additional days outside of the two (2) semesters shall be requested by the counselor for approval by the designated administrator. The administrator shall not arbitrarily disregard such preferences. If mutual agreement is not reached, the administrator shall determine the schedule. At the request of the affected Faculty Member, the administrator will put in writing the reasons for the schedule, and forward the response to the affected Faculty Member with a copy to the Federation. If the Faculty Member is still concerned, he/she may appeal to the appropriate Vice President.
3. Counselors may utilize exchange days for assigned days. An exchange day is defined as a duty day in lieu of a scheduled equivalent day. The District has the authority to approve the schedule of work days assigned to counselors within the work year of two semesters plus 20 days and to allow or disallow requests for "exchange days." Counselors may carry over unused exchange days to subsequent academic years. There shall be neither a limit to the number of exchange time hours that can be accrued, nor shall there be a limit to the number of hours that can be carried over to subsequent academic years.

Section 9. Librarians/Tutorial Center Faculty.

(a) Assigned weekly hours for these Faculty Members shall be thirty-three hours and forty-five minutes (33.75) per week directly with students. Faculty Members who are also assigned classroom teaching will be on a proportional basis (one hour of preparation for each hour of lecture), reducing their hours accordingly. Faculty Members who are also engaged in program related activities except classroom teaching, as agreed upon by the unit administrator and the Faculty Member, shall be part of the assigned hours. Other professional activities shall be performed as defined in Section 1 (a) of this Article, in addition to the assigned hours.

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

Section 10. Instructor of Record for Self-Paced Mathematics.

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

Section 11. Lunch Periods. Counselors, Librarians, Tutorial Center Faculty and Program Coordinators shall be scheduled for a one-hour (1) lunch period, except that the designated administrator may reduce the lunch period to a period of no less than thirty (30) minutes duration for reasonable cause. The lunch period may be eliminated if requested by the Faculty Member and agreed to by the designated administrator. Health Science Instructors assigned to a Clinical Facility for five (5) hours or more a day will receive a one-half (1/2) hour paid lunch period.

Section 12. Athletic Coaches.

(a) Faculty Members who are assigned to coach athletic teams will receive ten (10) hours of assigned time for the coaching duties. Such assigned time shall include the hours of class credit for the sport.

(b) If a coach, with the approval of the Designated Administrator, schedules practice sessions or athletic contests prior to the beginning of the fall semester, or during the winter recess or intersession, or during

the spring recess, such coach will be compensated at the per diem rate set forth in Article XIII, Section 15 of this Agreement.

(c) Faculty Members who are assigned to coach a college-approved sport shall receive a stipend equal to 8% of Column III Step 1 of the faculty salary schedule. This stipend will be paid on December 1 for fall sports and on May 1 for spring sports to each coach who performs the service. This stipend does not apply to any Faculty Member who is on a twelve-month contract unless he/she coaches a second sport.

Section 13. Performance Reassigned Time. A Faculty Member assigned to direct a performing group as a part of one of the following courses will receive the designated percentage of reassigned time during the semester.

(a) Orange Coast College 16-2/3 %College Choir

College Chorale & Chamber Singers (both)
Community Orchestra
Jazz Ensemble
Master Chorus, Opera Theater, and Opera
Orchestra (all 3)
Reader's Theater
Symphonic Band
Theater Rehearsal and Performance

(b) Golden West College 16-2/3 %

College Choir
College Chorale
Concert Band
Jazz Ensemble I
Jazz Ensemble II
Madrigal Singers
Main stage Theater Performance
Play Box Performance
Spring Musical - Musical Director
Spring Musical - Theater Director
Student Dance Concert

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

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

(e) Other Groups. Reassigned time for any other performing group will be negotiated between the District and the Federation.

Section 14. Class Size.

1. The District will establish appropriate minimums for class size. Prior to the first class meeting, a class may be canceled for failure to meet the appropriate minimum class size. Subsequent to the first class meeting, a class that fails to have minimum class size may not be canceled until after the second class meeting or seven (7) days unless mutually agreed upon by the Faculty Member and the designated administrator.
2. No change in the class size minimums will be made without providing the President of the Federation with at least thirty (30) days written notice. The District shall consult with the Federation, upon request, respecting any such intended change.

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

Section 15. Team Teaching. When the District requires two (2) or more instructors to be present during the same class hour of instruction, each instructor will receive full credit for each hour, provided that when the class is a large lecture class, as defined in Section 8 of this Article, the total lecture hour equivalencies will be divided equally among the instructors engaged in such team teaching with a minimum of one (1) hour being paid each instructor for each class hour.

Section 16. Program Coordinators and Reassigned Time. In the collegial governance of the District, Faculty play an important leadership role which may sometimes best be facilitated by reassignment from the regular assignment including but not limited to Program Coordinators. When a Coordinator assignment has a defined term it shall be compensated through reassignment and/or stipend; however, in cases when the Faculty Member has been hired to serve as a Coordinator the term "reassigned time" will not apply since it is the Faculty Member's regular assignment.

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

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

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

Faculty members on full reassignment for a 16-week semester have thirty three hours and forty-five minutes (33.75) assigned per week. Faculty Members on full reassignment for an 18-week semester have thirty (30) assigned hours per week. Faculty Members who are also assigned classroom teaching will be on a proportional basis (one hour of preparation for each hour of lecture), reducing their hours accordingly. Other professional activities shall be performed as defined in Section 1 (a) of this Article, and are in addition to the assigned hours.

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

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

Reassignments of more than one academic year. The selection process for such assignments shall be made by the Academic Senate in consultation with Management. If the Academic Senate determines that an election would be beneficial, the election shall be conducted in accordance with the same procedures established for department chairs (Article X, Section 4).

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

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

Section 17. Department Chairs.

(a) Compensation and/or Reassigned Time.

1. The District shall grant reassigned time for those persons elected to serve as department chairs or,
2. The District shall pay Faculty Members LHE based stipends to perform the duties of a department chair. Compensation for these assignments is defined annually on the Faculty special rate sheet.
3. Combinations of (1) and (2) above are permitted.
4. The compensation (reassigned time and/or stipend) to be provided shall be announced by the responsible Administrator after consultation with the division/department faculty and prior to the nomination of candidates to serve as a department chair. (See Article X, Section 4(d)). The compensation and/or reassigned time shall not be diminished during the term of a department chair..
5. For every LHE of reassigned time or stipend compensation granted, the department chair shall be assigned no more than thirty six (36) hours of work per semester.

(b) Overload Assignments.

1. Faculty Members who receive only reassigned time in accordance with Section 17(a)(1), above, are entitled to work an overload assignment in accordance with this contract.
2. Faculty Members who, in accordance with Section 17(a)(2) above, receive a stipend for their assignment as department chairs, may work in an overload capacity such that the combination of the department chair stipend and overload assignment does not exceed the guidelines outlined in Article XI, Section 3(d) of this Agreement.

Section 18. Cosmetology

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

(b) Final Exam Schedule. At the end of the first nine weeks and second nine weeks of each regular semester:

1. Classes on Monday of the ninth week shall meet as normally scheduled, except that the afternoon classes shall be taught by part-time faculty.
2. With the exception of the Esthetician courses, classes shall not meet on Tuesday of the ninth week. The Tuesday Esthetician classes shall be taught by part-time faculty.
3. Classes shall meet as usual Wednesday through Friday of the ninth week.
4. Clients shall not be served on Monday or Tuesday of the ninth week.
5. Faculty Members shall meet on Monday afternoon of the ninth week to determine grades for classroom and/or laboratory activities.

6. Tuesday of the ninth week shall be set aside for Cosmetology Faculty Members to use in the same manner as faculty of other disciplines use "student free" days during final exam weeks.
7. Cosmetology Faculty Members shall not be paid for overload assignments which fall on Monday or Tuesday of the ninth week unless the Faculty Member normally meets that overload class assignment on Monday morning.

Section 19. Academic Senate. Each Academic Senate shall receive 1.6 FTE released time per academic year. Academic Senate Presidents will receive forty-eight (48) hours of compensation (sixteen hours per month, June, July, and August) at 1/1000th hourly rate for their summer assignment.

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

Section 21. Beepers and Cellular Phones. The District shall not require a Faculty Member to carry a beeper, cellular phone, or radio except while on assigned duties.

ARTICLE XII. WORKING CONDITIONS AND DUTIES.

Section 1. Safety. The District shall make reasonable effort to provide Faculty Members with safe working conditions. Faculty Members are required to observe all safety regulations. Each College shall form a Safety Committee which includes an equal number of Administrators, Faculty, Classified Staff, and Students. The Faculty Members shall be appointed by the Academic Senate; however, the Federation shall appoint one of those Faculty representatives in accordance with Article V, Section 17. Such committee shall make recommendations to the College President.

In order to ensure the safety of faculty, staff, students, and the community, the District may require that all full-time Faculty Members participate in up to five (5) (to be completed within the assigned hours for faculty who have 30 or more assigned hours per week) hours of emergency preparedness and response training each year. Said training will be provided in a variety of modalities. Faculty will be provided an opportunity to demonstrate competency in lieu of the training. On-site training will occur during the regular semester's work week (Monday through Friday) at a time and location specified by the District.

Section 2. Offices. Each Faculty Member will be provided with an office area equipped with a desk and a desk chair. A Faculty Member with assignments at more than one campus will be assigned an office at the campus where the majority of classes are taught. When available from existing District supplies, the District will also provide a guest chair, a file cabinet and shelving.

Section 3. Communication Resources.

(a) It is the intent of the colleges/District to provide a computer for each full-time Faculty Member. The District will also provide each Faculty Member with a telephonic messaging service as well as an e-mail account and other communication resources. Faculty Members are encouraged to use the District-provided e-mail and/or other electronic communication resources to transmit messages to others within the District. There may be times when the Faculty Member may choose to use non-district e-mail accounts and communications resources. The final determination as to which e-mail accounts and communications resources Faculty Members use shall be at the Faculty Member's professional discretion.

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

Section 4. Access.

(a) Each Faculty Member will be provided with keys and/or access devices to the Districts' building(s), office(s), classroom(s), and work station(s) to which the Faculty Member is assigned on a continuing

basis. Each college shall establish reasonable procedures for obtaining authorized keys and/or access devices. There will be no cost to the Faculty Member for the initial keys and/or access devices. Each Faculty Member shall be responsible for all keys and/or access devices issued and shall incur the actual cost of any replacements, provided that replacement costs shall not exceed those customarily charged by professional locksmiths in the community.

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

Section 5. Protection of Faculty Member at Work.

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

(b) The District shall provide a Faculty Member with a replacement or reimbursement for loss or damage to the Faculty Member's personal property utilized in the instructional program, if such loss or damage occurs in the ordinary course of employment. No reimbursement shall be made by the District for an amount less than five (\$5.00) or more than one thousand (\$1,000.00). Eligibility, determination, subrogation, and exclusions are subject to Board Policy 040-15-2.

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

Section 6. Participation of Faculty Members in College Meetings. Except in the case of an emergency, Faculty Members may be required to attend no more than one (1) College-wide meeting per semester called by the President, or designee, in addition to any meetings called on duty days prior to the first day of instruction in either semester. Faculty Members may also be required to be present at a reasonable number of meetings of their divisions, departments, disciplines or other administrative units, when such meetings are called by the appropriate Administrator. Any meetings with required attendance will be called only on regular duty days.

Section 7. District-provided Materials. The District shall provide Faculty Members with uniforms, equipment and protective clothing that are specifically designated by the District as required in order for the Faculty Members to perform their duties.

Section 8. Emergency Medical Treatment. The District shall make provision for emergency medical treatment for Faculty Members on the same basis that services are made available for students.

Section 9. Field Trip Transportation. Faculty Members shall not be required to transport students in their private vehicles, but may do so on a voluntary basis, in accordance with established District procedures and policies. Such use of private vehicles shall be within the scope of employment. Faculty Members who use their own vehicles for field trips, in accordance with District policies and procedures, will be covered by the District's liability insurance as a secondary coverage. Their private vehicle insurance will be the primary coverage. Proof of Insurance must be on file with the District.

Section 10. Transportation Reimbursement. If a Faculty Member uses a privately owned vehicle for District authorized business, the District will reimburse the Faculty Member for the use of such vehicle at the District-established mileage rate, which shall not be less than current Board policy, plus tolls and necessary parking fees. The District shall provide appropriate procedures and forms for authorization.

Section 11. Travel between Work Locations.

(a) If a Faculty Member is assigned duties as part of the Faculty Member's regular work load at different locations during any work day, and such assignment requires the Faculty Member to use a privately-owned vehicle for transportation between such work locations, the District shall reimburse the Faculty Member for the round-trip mileage thus incurred in driving between the work locations during such work day as provided in Section 10.

b) If a Faculty Member is authorized to conduct necessary college business in a location other than their primary assignment site, and such assignment requires the Faculty Member to use a privately owned vehicle, the District shall reimburse the Faculty Member for the round trip distance traveled to the off campus site, in excess of the round trip distance from the Faculty Member's residence to the parking lot nearest the location of the Faculty Member's office. The District does not pay mileage costs from residence to campus. Reimbursement for such mileage will be in accordance with Section 10 of this Article.

Section 12. Graduation Ceremonies. Each year-fifty percent (50%) of the Faculty Members of each College, selected on a rotating basis, are required to participate in College graduation ceremonies. When such ceremonies are held outside of regular duty days, Faculty Members attending shall be compensated at the non-instructional hourly rate unless they voluntarily participate. In the event that graduation ceremonies conflict with their contractual assignment Faculty shall be excused from attendance at such ceremonies.

Section 13. Schedules.

(a) Fall & Spring Term Preferences: Faculty Members should be prepared to submit their scheduling preferences when requested in accordance with this section. Faculty Members shall be provided no less than two weeks prior notice of their opportunity to present their scheduling preferences in writing. The Faculty Member shall be notified of the tentative assignment at least three (3) weeks before the end of the preceding semester. Changes after this time may be necessary. In the event changes are made, the Administrator will first consult with the Faculty Member as soon as possible before a change is made.

(b) Overload, Summer School, Intersession Scheduling: Full-time Faculty Members shall be given first consideration for overload, intersession and/or summer school assignments. The administrator shall not arbitrarily disregard the Faculty Member's selection. At the request of the affected Faculty Member(s), the Administrator will put in writing the reasons for denying the selection, and forward the response to the affected Faculty Member(s) and a copy to the Federation. If the Faculty Member, after discussing the denial of the selection with his/her Administrator, is still concerned, he/she may appeal to the appropriate Vice President. The cost differential between compensation for full-time faculty and part-time faculty is not to be the basis for denying overload and/or summer assignments to full-time faculty who request them. (Appendix H).

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

A list of full-time faculty members was originally created by assigning a number to each full time faculty member by seniority in the department prior to the first scheduling session.

The list determines priority during each scheduling session for extra assignments. In the first round, the full-time Faculty Member at the top of the list requests the first assignment, or a combination of assignments, up to three (3) LHE or one (1) class that is greater than three (3) LHE. The next full-time Faculty Member on the list then selects any available extra assignment, or combination of assignments, up to three (3) LHE or one (1) class that is greater than three (3) LHE and so forth. When a Faculty Member selects up to three (3) LHE or one (1) class that is greater than three (3) LHE he/she drops to the bottom of the list. When Faculty Members pass or select less than three (3) LHE or select less than an accumulation of three (3) or more LHE, they retain their position on the list for the next scheduling period. A Faculty Member may, if qualified, be on more than one (1) rotation department list at their home college. The Federation and the District agree to address exceptions not equitably dealt with by the above language on a case-by-case basis.

When all full-time Faculty Members on the list who want an extra assignment have made a selection, a second round begins for any additional assignments up to the maximum overload. When all full-time Faculty Members have completed the selection procedure, the scheduling session shall be declared closed. Remaining classes may then be assigned to part-time Faculty. If additional sections become

available, the scheduling session will be reopened. The department chair or Dean will notify all full-time faculty who are eligible to take additional overload of the section(s) available and solicit their interest, with a deadline to respond. Sections will be assigned according to the Faculty Member's place on the list unless there is insufficient time before that class begins. If the scheduling session is reopened it will be closed when these assignments are completed. When a new scheduling session begins, the list starts where the prior scheduling session ended.

If the compilation of a contract load results in more than fifteen (15) LHE, that overload will not count as a turn in this selection process, however, the overload LHE will count towards maximum overload as indicated in Article XI, Section 3(d). (See Appendix P)

The following circumstances will not be permitted between or among Faculty Members trading, exchanging, gifting, or transferring of extra assignments during any scheduling session.

Full-time Faculty Members who resign or retire are removed from the list, and new full-time Faculty Members shall be added at the end of the list. Faculty Members who obtain new FSAs upon request may be added at the end of the list. Otherwise, the list remains unchanged.

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

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

(d) Preparations: A Faculty Member shall not be required to accept more than three (3) new teaching preparations in a single semester, nor more than five (5) in an academic year. For the purposes of this Section, a course previously taught by a Faculty Member shall be considered a new preparation if more than five (5) years have passed since it was last taught by that Faculty Member.

(e) Part-Time Faculty Rehire Rights: Part-time faculty members who have been employed for eight (8) consecutive semesters or more at one specific CCCD college (GWC, OCC, or CCC), and whose two most recent evaluations are "satisfactory" shall be given first consideration of assignment for the class or classes in their discipline currently taught by them which are available for part-time faculty members. Because of cancellation or reduction of a full-time faculty member's load, the full-time faculty member may assume the class or classes of a part-time faculty member provided those are classes for which the full-time faculty member is qualified to teach according to his/her FSA and required to meet the regular contract load obligation, excluding overload. Scheduling decisions shall be made taking into consideration the needs of the college, instructional programs, staff and students.

Section 14. Classroom Management. The District shall not, without reasonable and sufficient cause, preempt the authority of the Faculty Member in the classroom.

Section 15. Parking. Each Faculty Member will be provided one (1) staff parking permit in accordance with Board policy (040-13). Parking privileges will be District wide. The District shall clearly mark "STAFF" parking spaces at each college campus.

Section 16. International Assignments. All Study Abroad RFP's and Contracts shall be forwarded to the Federation for review when submitted to the Board of Trustees.

ARTICLE XIII. COMPENSATION.

Section 1. Full-time Faculty Members shall be compensated on the basis of the Faculty “AA” and “QQ” salary schedule set forth in Appendix A of this Agreement. The salary schedule is based upon compensation for a full academic year on a full workload basis as set forth in Article XI, Hours of Service. A Faculty Member whose assignment is for less than one hundred percent (100%) of a full load, or who serves less than a full year, shall be compensated on a pro rata basis. Faculty Members shall be assigned to scales I, II, III, IV, and V, based upon the requirements herein described.

Faculty members hired for a fifty percent (50%) to sixty-seven percent (67%) load subsequent to the ratification of this Agreement shall be placed on the CFE Part-time Salary Schedule “UU” and shall be considered to be part of the CFE bargaining unit. Any salary increases for part-time faculty (less than 50%) will be equally applied to CFE Part-time Salary Schedule “UU” (50%-67%). Said faculty members shall have the option to purchase the benefits program subject to Article XX. Current faculty members employed under proportionate contract shall continue in force if continuously employed.

Scale I

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

Scale II

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

Scale III

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

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

Scale IV

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

Scale V

- (a) 90 semester units subsequent to receipt of the Bachelor's degree or the Encumbered Standard Designated Subject Area (Vocational) Credential (including receipt of Master's degree or Unencumbered "Class A" or SDS Credential), or
- (b) 60 semester units subsequent to receipt of one of the following: Master's degree or Unencumbered "Class A" Vocational Credential; Unencumbered Standard Designated Subject Area (Vocational) Credential; Bachelor's degree and the California Community College Credential and meeting the California State Plan for Vocational Education, or
- (c) Same as (a) and (b) but with a combination of academic and work experience units, at least half of which must be academic units. (For Doctorate see Appendix I)

All units for horizontal movement on the schedule must be upper division or graduate level, unless specifically authorized in advance.

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

Vocational Faculty Salary Placement and Advancement

Scale I

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

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

Scale II

Completion of 30 units* plus

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

Scale III

Completion of 50 units* plus

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

Scale IV

Completion of 70 units* plus

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

Scale V

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

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

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

Section 2. Professional Improvement Program Units.

(a) A Faculty Member desiring to receive salary advancement credit for a program of professional improvement may submit a proposal to the appropriate College body in accordance with the guidelines established by the District IPD/PDI Appeal Committee. The proposal must be submitted and approved prior to pursuing the program, except in exceptional circumstances (see guidelines in Appendix C). The College IPD/PDI will review the proposal, and approves the program, in accordance with the criteria established.

b) Upon completing the program, the Faculty Member shall submit evidence of credits earned or experience completed to the College IPD/PDI for its certification of successful completion of the program. Such evidence will be forwarded to the College President, or designee, for final certification and forwarding to the Vice Chancellor for Human Resources for implementation.

(c) Programs of professional improvement for salary advancement credit will be limited to the following types of activities:

1. Work experience
2. Independent study
3. Workshops, seminars and conferences
4. Lower division course work
5. Job shadowing
6. Job exchange
7. New assignment
8. Publications
9. Production of educational materials

10. Professional organizational activities

Section 3. Compensation other than Salary Advancement Credit for Professional Improvement.

(a) A Faculty Member on schedule "AA" or "QQ" who is on the last regular step of any column, or on any longevity step of column IV, or on any step of column V, of the salary schedule, and who desires to pursue a program of professional improvement may be compensated by released time or overload pay. The Faculty Member must submit the proposal to the College IPD/PDI prior to pursuing the proposed program. The College IPD/PDI will review the proposal, and if it approves the program, in accordance with the criteria established by the District IPD/PDI Committee, will forward its recommendation for approval and the type and amount of compensation to the College President, or designee, for final approval.

(b) Eighteen (18) clock hours of work are required for one unit of released time or overload credit per semester.

(c) The same process of certification of completion will be required of the Faculty Member as stipulated in Section 2(b) of this Article.

(d) Funding under this Section will be \$12,000.00 per academic year to be distributed proportionately among the Colleges based on the F.T.E. of eligible Faculty Members covered by this Agreement. Each College will be guaranteed at least \$1,000.00.

Section 4. Course Credit for Work at Accredited Institutions. Graduate or upper division course work in a regularly accredited college or university is acceptable at face value and, therefore, is not subject to review.

Section 5. Credit for Seminars/Workshops, etc. Other work in special seminars, workshops, special study groups, etc., pursued under the auspices of recognized professional organizations or agencies, such as foundations or research organizations, may qualify if sufficient value can be substantiated on application and review. In order to be considered, such work must meet the criteria established by the District IPD/PDI Committee.

Section 6. Horizontal Salary Adjustments.

(a) Faculty Members shall be assigned to a scale when transcripts have been examined and approved by the District. Only one horizontal salary change may be achieved per year, and the Faculty Member requesting a change must submit all relevant degrees and transcripts no later than September 15 of the academic year of the horizontal salary change. Compensation shall be effective as of the beginning of the academic year upon notification by the requesting Faculty Member. If transcripts or lack of degrees indicate that the requesting Faculty Member has failed to achieve the units or degrees, no salary adjustment shall be made.

(b) All horizontal salary adjustments shall be approved by the Vice Chancellor for Human Resources, or designee. Horizontal salary credit for course work will be accepted only from accredited institutions or as otherwise provided in this Article. Failure to submit transcripts and/or other needed documentation on or before September 15 of a given year may preclude any salary adjustment until the next school year.

(c) After initial placement, horizontal scale adjustments for lower division units and/or Professional Improvement Program Units shall only be authorized by the college body (IPD/PDI) as established by the District IPD/PDI Committee. These units may be a combination of academic and Professional Improvement Program Units, half of which must be academic units.

Section 7. Step and Scale Placement. The District shall place a newly employed Faculty Member at the appropriate step and column as determined by the District of the salary schedule, ("AA" or "QQ" Schedule) up to but not to exceed Step 7 of initial placement column. Applicable vocational full-time work

experience for initial placement shall be factored, year for year, up to the current entry step placement. The Faculty Member shall be granted, in each subsequent academic year, one (1) increment step upon completion of at least seventy-five percent (75%) of the number of days of required service, until a maximum step allowed has been reached.

Section 8. Longevity Increments. A Faculty Member who has reached the maximum step on scale IV or V of the salary schedule (Appendix A of this Agreement), will advance to the first longevity increment step after having completed two (2) academic years at the maximum established. The Faculty Member will move to the next longevity increment step after having completed two (2) additional years following the granting of the first longevity increment step. Any following longevity increment steps will be granted after the Faculty Member has served three (3) additional academic years at each step.

Section 9. Salary Placement.

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

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

Section 10. Twelve-Month Contracts (See Appendix M). Faculty Members whose individual contracts provide for twelve- (12) month employment will receive additional compensation of 3/20th of the Faculty Member's annual salary. Faculty Members whose individual contracts provide for more than two (2) semesters but less than twelve (12) months of service will have their compensation prorated accordingly. Duty days for Faculty Members on more than two (2) semester contracts will be in accordance with the Board-adopted calendar for such assignments. Faculty Members whose contracts exceed two (2) semesters will receive holidays provided by the Board-adopted calendar and will receive prorated vacation as provided in this Agreement.

Section 11. Summer and Intersession Assignments. Instructors assigned to teach in the summer will be compensated for each hour of instruction at the rate of 1/1000th of the Faculty Member's annual salary, as set forth in the salary schedule of the previous academic year. Intersession will be compensated at 1/1000th of the Faculty Member's annual salary as set forth in the current year salary schedule.

Section 12. Overload Pay.

(a) Faculty Members will be compensated for each hour of instructional overload assignment at the rate of 1/1000th of the Faculty Member's annual salary, as set forth on the salary schedule, with the maximum rate at step 5, scale IV.

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

(c) Instructors assigned to teach individualized study on an overload basis shall be compensated at the rate of 1/2000th of step 5 of scale IV, in the salary schedule (Appendix A of the Agreement) per student (semester) unit (one (1) student enrolled in one (1) unit work study class) based on the enrollment of the fourth week, and an additional 1/2000th per semester unit based on the tenth week enrollment. Instructors may not exceed a maximum of twenty-four (24) students per semester or seventy-two (72) student units per semester.

(d) Extra service non-instructional special assignments shall be paid at the per diem rate (see Section 15 of this Article). Assignments of less than eight (8) hours will be prorated.

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

(f) Military Contract compensation shall be paid at the hourly overload rate for every two students enrolled.

Section 13. Substitute Pay.

(a) Substitute assignments will be compensated at the overload pay rate as set forth in this Agreement.

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

(c) The process for obtaining substitutes shall be determined by the dean in consultation with the Faculty Member.

Section 14. Payroll Deduction. Upon written authorization from the Faculty Member, the District shall deduct from the salary of such Faculty Member and make the appropriate remittance for annuities, credit union deposits, insurance, savings bonds, charitable donations or any other plans or programs for which deductions were authorized, as of the effective date of this Agreement or which the Board may approve in the future.

Section 15. Per Diem Pay. Faculty Members not covered by Sections 10, 11, 12, 13, 17, and 20 of this Article, who are assigned to duties on any day other than the Faculty Members' contracted days, as provided in Article XI, Section 1, will be compensated at the rate of 1/200th of step 5 of scale IV, in the salary schedule for each full day's eight (8) hour assignment. Assignment for less than eight (8) hours will be prorated, but no assignment will be less than four (4) hours.

Section 16. Contract Daily Rate. The contract daily rate is determined by dividing the Faculty Member's annual salary by the number of duty days established for the year.

Section 17. Counselors' and Librarians' Extra Service Pay. A counselor or librarian assigned to perform counselor or librarian duties, on any day in addition to the Faculty Member's contract days of service, as provided in Article XI, Section 1, will be compensated at the contract daily rate. Assignments of fewer hours per day than specified in Article XI, Section 10, will be appropriately prorated. Assignments requiring less than three (3) hours, under this Section, will be compensated as though three (3) hours had been worked.

Section 18. Field Trips. A Faculty Member who conducts an authorized field trip on any day other than a regular duty day shall be paid the per diem rate, as provided in Section 15 of this Article, for each non-duty day during the trip. Intercollegiate athletic events, forensic matches, and appearances by performing groups, etc., are not considered to be field trips.

Section 19. Field Study. A Faculty Member who conducts an authorized field study on an overload basis shall be compensated for service rendered in accordance with the following:

(a) For a day of travel with no instruction, the Faculty Member shall be compensated at the per diem daily rate (Section 15 of this Article).

(b) For a day in which instruction is provided, the Faculty Member shall be compensated at 1/1000th for each instructional hour up to the per diem daily rate.

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

(d) Assignments of pre- and post-trip instruction shall be paid at the overload rate.

Section 20. Faculty Member Extra Service Pay. With the exception of summer session, a Faculty Member assigned to perform in an instructional role on any day, in addition to the contract days of service, shall be paid 1/1000th of the Faculty Member's annual salary for each hour of such service, not to exceed the contract daily rate on any day of service.

Section 21. Cooperative Work Experience. A Faculty Member teaching cooperative work experience on an overload basis will be paid in accordance with Section 12 of this Article, based on eight (8) students equaling one (1) lecture hour equivalency. Faculty Members with students enrolled in Internship Academy will be compensated for five hours each semester, per student enrolled, at the overload rate.

Section 22. Salary Schedules “AA” and “QQ”

Each fiscal year of this Agreement, after adoption of the State Budget, faculty salary schedules “AA” and “QQ” only, department chair stipends, and doctoral stipends, shall be increased by the percentage known to the District as Cost of Living Adjustment (COLA) and the percent listed below of the actual dollars allocated to the District for Growth in Full-Time Equivalent (FTES) for the prior year divided by the total available general revenue (item VI. C., from Exhibit C) in the State Chancellor’s P-2 report for the prior fiscal year, as listed below. The result of the above calculations, expressed as a percentage, will be applied to existing salary schedules “AA” and “QQ” only, department chair stipends, and doctoral stipends.

2002 - 2003

COLA PERCENTAGE OF 2001-2002 Salary Schedule + 50% of actual growth dollars divided by the total available general revenue (item VI. C from “Exhibit C” of the State Chancellor’s P2 report for the prior fiscal year).

2003 – 2004

COLA PERCENTAGE OF 2002-2003 Salary Schedule + 50% of actual growth dollars divided by the total available general revenue (item VI. C from “Exhibit C” of the State Chancellor’s P2 report for the prior fiscal year).

2004 – 2005

COLA PERCENTAGE OF 2003-2004 Salary Schedule + 50% of actual growth dollars divided by the total available general revenue (item VI. C from “Exhibit C” of the State Chancellor’s P2 report for the prior fiscal year).

2005 - 2006

COLA PERCENTAGE OF 2004-2005 Salary Schedule + 50% of actual growth dollars divided by the total available general revenue (item VI. C from “Exhibit C” of the State Chancellor’s P2 report for the prior fiscal year) plus .375%=6%.

2006 - 2007

COLA PERCENTAGE OF 2005-2006 Salary Schedule + 50% of actual growth dollars divided by the total available general revenue (item VI. C from “Exhibit C” of the State Chancellor’s P2 report for the prior fiscal year) plus .375%.*

**Salary Schedules increased by the formula in 2006-07 and 2007-08, will be rounded up to the nearest .5%*

2007 - 2008

COLA PERCENTAGE OF 2006-2007 Salary Schedule + 50% of actual growth dollars divided by the total available general revenue (item VI. C from “Exhibit C” of the State Chancellor’s P2 report for the prior fiscal year) plus .375%.*

2008 -2009

Base Salary Formula:

COLA PERCENTAGE OF 2008 – 2009 Salary Schedule rounded up to the nearest ½ %

Classroom Growth Incentive:
½% of prior year's growth plus 1.0%

2009 – 2010

Base Salary Formula:
COLA PERCENTAGE OF 2009 – 2010 Salary Schedule rounded up to the nearest ½ %
(See Appendix J.)

Classroom Growth Incentive:
½% of prior year's growth plus .75%

2010 – 2011

Base Salary Formula:
COLA PERCENTAGE OF 2010 – 2011 Salary Schedule rounded up to the nearest ½ %

Classroom Growth Incentive:
½% of prior year's growth plus .75%
Such increases shall be effective July 1 of each fiscal year for the "Q" schedule and the first day of the academic year for the "A" schedule.

2011 – 2012

There will be no change from 2010-2011 Salary Schedule

ARTICLE XIV. PAID LEAVES.

Section 1. Types of Leaves. The District shall grant paid leaves of absence to Faculty Members for the following purposes, subject to the conditions set forth in this Article: Paid leaves for 50-67% part-time faculty shall be prorated according to semester load.

- (a) Bereavement (See Section 3)
- (b) Illness Leave (See Section 4)
- (c) Overload Illness Leave (See Section 5) (does not apply to part-time faculty)
- (d) Industrial Accident or Illness (See Section 6)
- (e) Quarantine (See Section 7)
- (f) Jury Duty (See Section 8)
- (g) Personal Necessity (charged against Sick Leave) (See Section 9)
- (h) Maternity (charged against Sick Leave) (See Section 10)
- (i) Exchange of Faculty Members (See Section 11) (does not apply to part-time faculty)
- (j) Military Leave (See Section 12)
- (k) Service as elected officer in public employee organization (See Section 13) (does not apply to part-time faculty)
- (l) Immediate Family Illness (up to one half of annual sick leave allocation)

Section 2. General Conditions.

(a) A Faculty Member shall make written application for paid leave, as soon as possible, in accordance with procedure. If paid leave is denied, the Faculty Member will be provided with a statement, in writing, giving the reason for such denial.

(b) The District may require a Faculty Member to submit evidence to substantiate the Faculty Member's application for leave, except in the case of Section 9(b)(6) as provided in this Article. Such evidence may include, but not be limited to, a statement by a physician or a practitioner of a recognized church or denomination, a copy of subpoena directed to a Faculty Member, or a notice of jury service.

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

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

(e) A Faculty Member shall be entitled to return to the same College to an assignment as near as possible to the assignment the Faculty Member held prior to the commencement of the leave, unless Article XXII, Section 3, shall have been implemented.

(f) A Faculty Member shall suffer no loss of seniority while on paid leave.

Section 3. Bereavement.

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

(b) If an additional period of absence from duty is required for this purpose, a Faculty Member may be granted additional bereavement leave, which additional leave shall be charged as personal necessity leave, to the extent such leave is available to the Faculty Member as provided in Section 9 of this Article.

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

Section 4. Illness.

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

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

(c) A Faculty Member is eligible for sick leave during the Faculty Member's summer session assignment if the assignment were offered and accepted by the Faculty Member prior to the beginning of the illness.

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

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

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

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

(h) Faculty Members assigned to intersession or summer session shall accrue sick leave on a pro rata basis.

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

(j) Faculty Members may use one half of annual sick leave allocation to attend to the needs of an ill immediate family member as defined in this Article, Section 3 (c).

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

Section 5. Overload Illness Leave.

During any regular semester, in addition to the days specified in Section 4 above, a Faculty Member who is assigned a full regular contract and, in addition, is given a part-time assignment for extra pay, shall be granted extra sick leave credit equal to the sick leave credit granted part-time instructors. Such additional sick leave credit shall be accumulated indefinitely, used only for part-time absences, and shall not accrue toward retirement credit. These hours shall be paid from the overload budget and shall be maintained separately from full-time sick leave credit. (Effective August, 1996).

Section 6. Industrial Accident or Illness.

(a) A Faculty Member, or other knowledgeable person, shall notify an Administrator of any accident, including physical assault and battery, or illness of the Faculty Member arising out of employment with the District as soon as possible, but normally within twenty-four (24) hours of onset.

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

(c) A Faculty Member on industrial accident/illness leave shall be paid full salary. Faculty Members who receive temporary disability compensation shall provide the District with proof of receipt of such

compensation. The District will withhold from a subsequent warrant(s) (of the Faculty Member) an amount which equals that which the Faculty Member received from Workers' Compensation.

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

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

(f) Upon exhausting benefits provided under this Section, a Faculty Member who continues to be disabled shall be entitled to any earned paid sickness leave available to the Faculty Member under the provisions of Section 4 of this Article, provided that illness benefits paid shall not, when combined with any temporary disability award under Workers' Compensation, exceed one hundred percent (100%) of the Faculty Member's salary continuance.

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

Section 7. Quarantine. A Faculty Member shall receive a paid leave of absence during the period of the Faculty Member's quarantine by a duly constituted governmental authority.

Section 8. Jury Duty.

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

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

(c) The District shall grant full compensation. Compensation received for the court services, by the Faculty Member, excluding travel and subsistence expenses, shall be remitted to the District.

Section 9. Personal Necessity.

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

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

1. The death of a member of the Faculty Member's immediate family (as defined in Section 3(c) of this Article), when the number of days of the required absence exceeds the limit provided in Section 3 of this Article.
2. An accident or emergency illness involving the Faculty Member's person, property, or the person or property of a Faculty member's immediate family (as defined in Section 3(c) of this Article).
3. The required appearance of the Faculty Member brought about as a result of a legal notice to appear as a witness before a governmental or judicial agency or court of law or appearance as a litigant in a legal action. If a witness fee is payable, such fee shall be demanded and collected by the Faculty Member and remitted to the District up to the Faculty Member's prorated pay for such absence.

4. An imminent danger as a result of flooding or fire or similar natural catastrophe to the personal residence of a Faculty Member.
5. Paternity leave.
6. Personal reasons, not to exceed three (3) days.
7. Necessary business leave where such business can only be conducted on a duty day, not to exceed three (3) days per year.

Section 10. Maternity. Maternity shall be treated as any other illness or disability. A Faculty Member shall be entitled to utilize accrued sick leave during the period of pregnancy and childbirth as needed, consistent with District procedures for sick leave application. A medical release may be required prior to the Faculty Member's return to work.

Section 11. Exchange of Faculty Members. A regular Faculty Member may make written application to the President to participate in a qualified exchange program, as defined in Section 87422 of the Education Code of the State of California. The application shall set forth the advantages to be accrued to the District and to the Faculty Member by participation in such an exchange program. If the request for an exchange is not granted, the President, or designee, will within one week inform the Faculty Member in writing of the reasons for the denial. If granted by the District, the leave will be dependent upon the execution of an agreement between the District and the exchange institution which will be in compliance with the requirements of Sections 87422, 87423 and 87424 of the Education Code of the State of California concerning such leaves. The leave may not exceed one year, except that by the mutual consent of the Faculty Member and the District the leave may be extended to a total of two (2) years. The Faculty Member shall provide the District with two (2) full years of service after returning from such a leave before the Faculty Member is eligible for another such leave. Each year's service during such exchange shall be counted as a year of service for the purpose of earning annual salary increments.

Section 12. Military Leave. A Faculty Member will be granted military leave in accordance with applicable Federal and State laws.

Section 13. Service as Elected Officer in Public Employee Organization. Faculty Members who are elected to positions in state or national affiliates of the bargaining agent shall be granted a leave of absence without loss of compensation for the duration of their election, not to exceed twelve calendar years. The employee organization will certify the election and term of office to the District and shall agree, in writing, to reimburse the District for all costs. Following the District's payment of the employee for the leave of absence, the District shall be reimbursed by the employee organization of which the employee is an elected officer for all compensation paid the employee on account of the leave. Reimbursement by the employee organization shall be made within ten (10) days after its receipt of the District's certification of payment of compensation to the employee.

ARTICLE XV. DUE PROCESS.

Section 1. Definitions and Terminology.

(a) District. Administrator, Dean, district representative, or College Grievance Officer will be referred to as the "District" for purpose of this Article. The term "District" may also refer to the District as an entity.

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

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

1. An investigatory meeting relating to any general complaint against a Faculty Member.
2. An investigatory meeting relating to a Student Grievance.
3. Any investigatory meeting relating to Discrimination or Unlawful Harassment as defined in Title 5 or relating to EEOC/DFEH complaints or lawsuits against the Faculty Member.

(d) Corrective Action. Oral or face-to-face counseling, written warning, or written reprimand are considered corrective actions.

(e) Discipline. Suspension, dismissals, reduction in compensation based on a violation of law or District Policy, or pursuant to Section 87732 of the Education Code, will be referred to as “disciplinary action” for purposes of this Article.

Section 2. Procedures for Expanded Weingarten Rights.

(a) Prior to any investigatory meeting where the District reasonably believes that disciplinary action or a letter of warning or reprimand could later be imposed, the District shall provide a copy of the Weingarten Notice to the Faculty Member and request that the Faculty Member complete it by choosing one of the options and signing it, where appropriate. One signed copy will be given to the Faculty Member, and one copy sent to the Office of the Coast Federation of Educators (if authorized by the Faculty Member). The District may keep a third copy.

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

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

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

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

Section 3. General Complaints and Findings (other than Discrimination and Harassment Claims).

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

(a) The District shall notify the Faculty Member in writing of the specific allegations of a complaint within ten (10) working days after receipt. In the case of oral complaints, the District shall provide the Faculty Member a written summary of the specific allegations. The Faculty Member shall be given an opportunity to respond in writing to the allegations prior to any investigatory meeting, and to comment as he or she deems appropriate. Reasonable efforts will be made to provide at least five (5) working days notice prior to the first investigatory meeting with the Faculty Member and to conclude the investigation in a timely manner.

(b) Forms for written complaint(s) against a Faculty Member shall include the words, “I hereby - verify that the claims/allegations and supporting statements made herein are true to the best of my knowledge” just above the complaining party’s signature. If necessary to protect the identity of an individual witness, the District may delete that specific individual witnesses’ name from the copy of the written complaint(s)

and/or investigatory finding(s) that will be provided to the Faculty Member and/or union representative (if authorized by the Faculty Member).

(c) Formal or informal investigatory meetings, on a matter where the administrator reasonably believes that questioning may lead to disciplinary action being taken or a pre-disciplinary/corrective action being issued will prompt the expanded Weingarten Rights. The administrator will proceed with the meeting only after he/she follows the Expanded Weingarten Rights procedure set forth in Section 2 of this article.

Section 4. Faculty Member's Rights of Response Regarding Corrective Action or Discipline

(a) Letter of Warning or Reprimand. At the conclusion of the investigation and prior to a letter of warning or reprimand being placed in the personnel file, the complete written complaints/ allegations will be delivered to the Faculty Member and the union representative (if authorized by the Faculty Member) along with a summary of the investigative findings, if any. The Faculty Member shall have the right to submit a written response to the complaint/allegations/findings within ten (10) working days of receipt. The District shall consider the Faculty Member's response, if received within ten (10) days, prior to making a final determination that results in placing a letter of warning or reprimand in the personnel file. This provision does not preclude the faculty member from submitting a written response for placement in his/her file after the deadline has passed.

(b) Pre-disciplinary Notification. At the conclusion of the investigation, if the District determines that discipline is warranted, prior to any disciplinary action the Faculty Member shall receive written notification through certified mail to their home address that is on file with the District Office of Human Resources. A second copy of this notice shall be sent to the Union if authorized by the Faculty Member. The notification shall include the following:

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

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

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

Section 5. Student Grievances

(a) General Definitions

1. **Grievance** – A complaint against a Faculty Member, filed by one or more students, which alleges a grievable action.
2. **Supervisor** – That person charged with the responsibility and authority for job assignment and evaluation of the Faculty Member.
3. **Grievable Action.** For the purposes of this Article, a grievable action is an action that is alleged to be in violation of federal or state law, a violation of an applicable district/ college policy or procedure, or that constitutes arbitrary, capricious, or unequal application of written District policies or procedures. Note: Sexual harassment complaints are handled under a separate complaint process under this Article.
4. **Student** – A person enrolled in any course, lecture series or workshop offered under the auspices of the college, or it may also be a person formerly enrolled who is in the process of pursuing a grievance.
5. **Grievant** – The student who alleges that he or she has been treated unfairly.
6. **Work/Working Day** – For the purposes of the Student Grievance Section of this Article, a work/working day is any day during the Fall or Spring semester in which the college is open for business, excluding weekends and holidays.
7. **Supervisor** – That person charged with the responsibility and authority for job assignment and evaluation of the college employee.
8. **Division Dean** – The instructional or student service administrator responsible for the discipline in which a specific course is offered.
9. **Time Limitation Period** – Grievances will be permitted only through the end of the sixth week of the semester following the semester or summer session in which the alleged incident occurred.
10. **Campus Advisor** - A current student or employee of the District who accompanies the student grievant in the grievance process and may provide advice to the student grievant at a meeting with the Faculty Member as part of the informal grievance process.
11. **Grievance Officer** - An administrator appointed by the College President to process and resolve Student Grievances.

(b) Purpose

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

(c) Grade Grievances

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

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

1. **Mistake:** An unintentional act, omission or error by the instructor or the college.
2. **Fraud:** a deception deliberately practiced in order to secure unfair or unlawful gain. Fraud may exist when a grade is based upon some sort of dishonest activity, for example, selling grades.
3. **Bad Faith:** an intent to deceive or to act in a manner contrary to law and/or a grade assigned because of a student's protected characteristics as defined in Education Code Section 66270. If, pursuant to the discrimination and harassment complaint procedure, as delineated in Title 5, California Code of Regulations, Section 59300, it is determined that a grade was the result of discrimination or harassment, the grade may be changed as a remedy for the discrimination or harassment.
4. **Incompetence:** a lack of ability, legal qualification, or fitness to discharge a required duty. A student may claim incompetency when he or she has evidence that the instructor has an impaired ability or fitness (due to accident or illness) to adequately judge the student's performance.

Section 6. Student Grievance Process

(a) Stage One – Informal Problem Resolution

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

The supervisor will discuss the issue with the student(s) and the Faculty Member involved, either individually or collectively, in an effort to resolve the issue. The supervisor may proceed with any investigatory meeting with the Faculty Member if there is a basis for a legitimate complaint. As mentioned in Section 5A.3 of this article Where the information gathered could lead to disciplinary action or letter of warning or reprimand being issued, the supervisor will proceed in any investigatory meeting with the Faculty Member only after he/she follows the Expanded Weingarten Rights Procedure set forth in Section 2 of this article.

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

(b) Stage Two – Administrative Review of the Formal Complaint

Upon receipt of the written and signed Student Grievance Form, the College Grievance Officer shall promptly forward a copy to the person against whom the complaint has been lodged and the Faculty Member's supervisor. Upon receipt of the formal complaint, the College Grievance Officer will screen out false or unfounded allegations and allegations not meeting the criteria set in 5A.3 of this Article. Reasonable attempts will be made to contact the parties concerned, either individually or collectively, in order to resolve the issue. The College Grievance Officer may proceed with any investigatory meeting with the Faculty Member if there is a basis for a legitimate complaint, as mentioned in Section 5A.3 of this Article.

Where the information gathered could lead to disciplinary action or letter of warning or reprimand being issued, the supervisor will proceed in any investigatory meeting only after he/she follows the Expanded Weingarten Rights Procedure set forth in Section 2 of this article. This does not apply if, in a previous

interview involving the same issue, the supervisor had already obtained a completed and signed Weingarten Notice from the Faculty Member.

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

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

1. That no future action is necessary nor will the complaint prejudice in any way the individual's employment status as a member of the college staff.
2. That there be some type of action or remediation. In such case, the written documentation and recommendation, if any, will be forwarded to the person deemed appropriate for the consideration and/or implementation of the remedy. The District shall not place the Grievance Officer's documentation or recommendation in the Faculty Member's personnel file unless disciplinary action is taken or a letter of warning or reprimand is issued.

(c) Stage Three – Appeal of Findings. When students appeal a finding that favors the Faculty Member, the Faculty Member will be provided timely notice of the appeal and of the Faculty Member's right to a union representative if follow-up meetings or hearings require the Faculty Member's participation. If there is an investigative finding that leads a supervisor to pursue corrective action, the Faculty Member shall be afforded the opportunity to appeal the corrective action to the appropriate Vice President. If the Vice President upholds the recommended corrective action, the Faculty Member may appeal to the President of the College, subsequently, the Vice Chancellor of Human Resources, and ultimately the Chancellor. Section 2 and Section 3 (subsections C and D) will apply. In the event of a recommendation to discipline a Faculty Member, the Faculty Member will have rights as outlined in Section 4.

Section 7. Nondiscrimination (See also Article 10 – Academic Relations).

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

(b) Equal Employment Opportunity (EEO). The District and the Federation agree to make a good faith attempt to adhere to EEO principles and guidelines to ensure that hiring practices safeguard equal opportunity for all qualified employees and applicants for District positions without regard to status based on protected characteristics described in Section 7A of this Article. The District and the Federation commit to the pursuit of diversity within the framework of applicable Federal and State laws.

(c) Harassment. The District and Federation are committed to creating and maintaining an environment that is free of harassment and agree that no employee shall be subject to any form of verbal, physical, visual or written communications that constitute harassment by managers, co-workers, or others in the workplace based on protected characteristics listed in Section 7A above. It is understood that documentation utilized under the evaluation or discipline process shall not be construed as harassment.

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

(d) Sexual Harassment. The District and the Federation agree that all employees have a right to work in an environment that is free from sexual harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, when submission to or rejection of this conduct explicitly or implicitly affects a person's employment or education, unreasonably interferes with a person's work or educational performance, or creates an

intimidating, hostile or offensive working or learning environment. More specifically, there are two types of discrimination/sexual harassment:

1. Quid Pro Quo Harassment – This for that – occurs when submission to sexual conduct is explicitly or implicitly made a condition of a job, a benefit, or the absence of a job and can also occur when sexual conduct is made a term or condition of a student's grade or progress.
2. Hostile Work or School Environment exists when an employee or student can demonstrate that he/she has been subjected to verbal, visual, or physical conduct, based on a protected characteristic listed in section 7A. Further, it must be established that the conduct was both subjectively and objectively unwelcome, and was sufficiently severe or pervasive to alter the condition of the working or educational environment.

The District shall take all appropriate and reasonable measures to prevent sexual harassment and will respond promptly to resolve sexual harassment complaints, in accordance with Board Policy and provisions of Title 5. Faculty Members who are victims or witnesses of sexual harassment are encouraged to report incidences of sexual harassment and to cooperate in investigations of allegations.

(e) Faculty Members accused of discrimination or sexual harassment will be promptly notified when a complaint has been made, and will be informed of his/her Expanded Weingarten Right to union representation during the investigative interview. The Faculty Member will be provided information in writing, outlining the allegations. Reasonable efforts will be made to provide at least five (5) working days notice prior to the first investigatory meeting with the Faculty Member. Immediately following the investigative interview, the Faculty Member will be given the full text of the written complaint, if the complaint was submitted in writing.

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

In the event suspension is recommended, based on the investigative report, the Faculty Member will be entitled to receive a copy with witness names, identifying comments, or information protected by privacy rights redacted from the report.

In the event termination/dismissal is recommended based on the findings contained in the investigative report, the Faculty Member will be entitled to the full text of the report.

Grievances processed under this Section will be handled with all possible confidentiality.

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

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

(h) The District and the Federation recognize that avenues outside of this Agreement exist for the legal determination of issues which deal with discrimination. Therefore, the exercising of rights under this Section are subject to the grievance procedure in this Agreement only through the completion of Level III.

ARTICLE XVI. SABBATICAL LEAVES.

Section 1. Purpose. Faculty Members will be encouraged to pursue professional growth leading to the development of increased competence and the improvement of instruction and/or redirection in their teaching discipline. The District's sabbatical leave program is designed to assist in this pursuit.

Section 2. Eligibility and Procedures.

(a) A Regular Faculty Member is eligible to apply for a sabbatical leave to take effect upon completion of no less than six (6) consecutive years of service with the District as provided in the Education Code Section 87768. The Faculty Member granted a sabbatical leave will again be eligible to apply for a sabbatical leave to take effect upon completion of no less than six (6) consecutive years of service, to include intervening semesters in a one (1) year split sabbatical leave, following completion of the Faculty Member's prior sabbatical leave.

(b) Sabbatical leaves shall be granted in accordance with the procedures as shown in Appendix D.

Section 3. Funding. Starting with the 2008-2009 academic year the District agrees to budget the sum of \$210,000.00, each year, to be used for sabbatical leaves. Beginning in 2009-2010 and each year thereafter, the funding amount for the prior year will be increased by the percentage salary increase provided to the Faculty [each year]. The annual budgeted amount will be distributed proportionately among the Colleges based on the F.T.E. of full-time Faculty Members covered by this Agreement. Each College will be guaranteed at least one sabbatical leave paid by these funds. The annual budgeted amount will be used to augment any salary dollars which can be saved through self-funding. Any unused sabbatical funds shall be carried over to the next year to augment the funding for sabbatical leaves. An annual sabbatical account report prepared by each college showing all costs plus new and carry over balances will be provided to each Professional Development Institute/Institute for Professional Development (PDI/IPD) college committee by September 1.

Section 4. Length of Leave. A sabbatical leave may be granted for one semester only; two consecutive semesters; or two separate semesters to be commenced and completed within a three-year period. The service intervening between the two portions of leave taken shall be counted as service toward later sabbatical leave eligibility and shall begin with the beginning of the semester only. For purposes of this Article, when a Faculty Member's contract exceeds 175 days, a "semester" shall be defined as one-half the number of days composing the Faculty Member's contract, not to exceed 18 weeks conforming to the adopted 18-week Academic Calendar.

Section 5. Compensation.

(a) A Faculty Member granted a sabbatical leave for an academic year shall receive sixty percent (60%) of the Faculty Member's salary for that year. A Faculty Member awarded a sabbatical leave for one semester shall receive full salary for that semester. The District shall continue to provide insurance benefits during the period of the sabbatical leave. Time on sabbatical leave shall be treated as working time for salary step placement and retirement contributions shall be continued as provided by law.

(b) Compensation for the sabbatical leave shall be paid upon return of the Faculty Member (in accordance with Education Code provisions) unless the Faculty Member furnishes a suitable bond indemnifying the District against loss in the event the Faculty Member fails to render the agreed upon period of service to the District following return from the leave. The Faculty Member will be reimbursed the cost of the bond upon fulfilling the service requirement.

Section 6. Accident or Illness. Interruption of the sabbatical leave because of serious accident or illness will not be considered failure to fulfill the conditions under which the leave is granted. In the event of serious accident or illness, the Faculty Member will continue to receive compensation as provided in Article XIV.

Section 7. Selection Procedures.

(a) Eligible Faculty Members who desire a sabbatical leave must submit their applications to the designated sabbatical leave committee of their respective Colleges. Such sabbatical leave committees shall operate under the rules and procedures as shown in Appendix D. All applications shall be reviewed on the basis of purpose as set out in Section 1.

(b) The College Sabbatical Leave Committee shall forward to the College President a list containing the names of those Faculty Members whose sabbatical leave applications have been reviewed indicating those approved for recommendation. Upon request from the College President, a ranking of all sabbatical applicants by score will be provided.

(c) The College President, or designee, shall review the recommendations of the College Sabbatical Leave Committee. In the event of a disagreement, the College President, or designee, will confer with the chairperson of the College Sabbatical Leave Committee before making a final decision.

(d) The College President will forward to the Vice Chancellor for Human Resources the names of all those persons to be recommended to the Board. The College President, or designee, will have carefully evaluated the costs involved and will recommend the largest possible number of faculty within the dollar limitation, as indicated by the proportional share of the sabbatical leave monies to be received by the College.

(e) The Vice Chancellor for Human Resources, or designee, will make final recommendations to the Board in ample time for the Board to consider the recommendations in the month of January for sabbaticals in the following academic year. Faculty will be notified pursuant to Appendix D.

(f) Appeals Procedure. If a Faculty Member desires to appeal his/her ranking, and/or claim a violation of procedures, he/she will follow the Appeals Procedure outlined in Appendix D.

Section 8. Amendments to Sabbatical Leave Procedures

(a) A District Sabbatical Leave Procedures Committee shall be constituted of three (3) Regular Faculty Members (one from each College) representing the Federation and one (1) representative from management at each College. None of these members shall serve concurrently on a College Sabbatical Leave Committee and on the District Sabbatical Leave Procedures Committee. The President of the Federation, or designee, and the designated District Administrator shall serve as co-chairpersons with no voting rights. The committee shall address recommendations pertaining to Appendix D amendments which include the distribution of information to the faculty, the determination of filing dates, the content and form of the applications, the College appeals procedure, the development of criteria for establishing that the sabbatical applications meet the purpose of Section 1, and the criteria for ranking said sabbaticals, if ranking is necessary.

(b) Amendments to procedures may be proposed by any two (2) College Sabbatical Leave Committees, the Federation, or the District. The Sabbatical Leave Procedures Committee shall review such proposals and forward its recommendations or changes to the District and the Federation. Amendments shall be subject to negotiations between the Federation and the District. Such recommendations shall be made no later than May 1st of any academic year. Any recommended changes which are adopted by the District and the Federation shall be published and implemented at the beginning of the next academic year.

Section 9. Subsequent Service. A Faculty Member, as a condition of being granted a sabbatical leave, shall agree in writing to render a portion of service equal to twice the period of the leave; this service to be served continuously and immediately upon completion of the sabbatical leave. If the sabbatical leave is a split sabbatical, the Faculty Member will be required to render service to the District each semester between the end of the first portion of the sabbatical leave and the beginning of the second portion.

Section 10. Reports. In accordance with the timeline in Appendix D, after the conclusion of the Faculty Member's sabbatical leave, the Faculty Member shall submit a written report describing how the

sabbatical experience met the goals of the approved proposal to the Sabbatical Leave Committee. After review of the report the Committee Chair will forward the report to the President of the College for submission to the Chancellor and the Board.

Section 11. Faculty Working While on Sabbatical. Following the same procedures outlined in Article XII, Section 12, faculty members who request and are assigned may work up to a maximum of six and eight tenths (6.8) overload units per semester.

ARTICLE XVII. UNPAID LEAVES.

Section 1. Types of Leaves. The District shall grant unpaid leaves of absence to Faculty Members for extended disability; maternity; military service; public service; and Family Medical Leave. The District may grant unpaid leaves of absence to Faculty Members for other good and sufficient reasons, such as, but not limited to: professional research, study or travel; service to education; long-term personal necessity; family illness, subject to the conditions set forth in this Article, and grant leaves.

Section 2. General Conditions.

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

(b) The District may require a Faculty Member to submit evidence to justify the Faculty Member's request for leave.

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

(d) Unless otherwise provided in this Article, a Faculty Member on an unpaid leave of absence shall be entitled to:

(1) Return to the same College to an assignment as near as possible to the assignment the Faculty Member held prior to the commencement of the leave, unless Article XXII, Section 3, shall have been implemented.

(2) Receive credit for annual salary increment during the Faculty Member's leave; provided that no more than one (1) such annual salary increment shall be made in the event the leave granted exceeds one (1) year.

(3) Suffer no loss of seniority while on leave.

(4) The Faculty Member may continue the insurance benefit program for the duration of the leave by paying the full premium per District procedure. In the case of family and medical leave, the District and the employee shall pay their respective portion of the premiums of the insurance benefit program.

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

Section 3. Extended Disability.

(a) If a Contract or Regular Faculty Member suffers an extended disability and is thereby unable to perform the required duties as a Faculty Member, the Faculty Member shall, upon exhaustion of paid sick leave as provided in Article XIV, Section 4, be granted an unpaid extended disability leave.

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

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

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

Section 4. Family and Medical Leave.

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

(b) Unpaid leave is permitted for the following reasons: to care for the employee's newborn child or a child placed with the employee for adoption or foster care (State and Federal law run concurrently for twelve (12) week period allowed for care of newborn, adopted, or foster child); to care for the employee's spouse, son, daughter or parent who has a serious health condition including pregnancy; or, for a serious health condition that affects the working conditions of the employee. Leave does not constitute a break in service for purposes of longevity, vacation and/or sick leave, or under any other Articles of this Agreement. Leave provided may be taken in one (1) or more periods as provided by law. Upon return from Family and Medical Leave, the Faculty Member shall return to the same or equivalent position with the District, including contract pay (base salary plus, and if applicable, overload), benefits, and other employment terms and conditions. The Faculty Member shall provide thirty (30) days advance notice of the need for Leave except in the case of an emergency.

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

Section 5. Professional Research, Study and/or Travel. The District may grant Faculty Members unpaid leaves of absence for professional research, study, and/or travel. Such leave shall be approved in one (1) semester/six (6) calendar month periods. The District may grant an extension of such leave for one additional year.

Section 6. Service in Education. The District may grant a Faculty Member an unpaid leave of absence to work for an educational organization at the local, State or national level provided such employment is deemed beneficial to the Faculty Member and the District. Such leave may be approved for one (1) semester and shall not exceed one (1) academic/fiscal year as the case may be. The District may grant an extension of such a leave up to one (1) additional year.

Section 7. Long-Term Personal Necessity.

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

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

Section 8. Family Illness. Faculty Members may be granted up to one (1) year's leave for care of a seriously ill member of the Faculty Member's immediate family. The District may grant such a leave for an additional year. The granting of such a leave, or the extension of same, will be considered only upon written verification of need by the attending physician. Also see Article XX, Section 7, Family and Medical Leave.

Section 9. Military Service. A Faculty Member shall be granted military leave in accordance with applicable Federal and State laws.

Section 10. Public Service.

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

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

Section 11. Grant Leaves.

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

(b) The employee must hold regular status on the effective date of the leave.

(c) Service under a grant leave counts toward the service required for a sabbatical leave.

ARTICLE XVIII. RETIREMENT.

Section 1. Pre-Retirement Program.

(a) Purpose. The District has established, and will continue to implement, a pre-retirement program which will allow partial employment for full-time Faculty Members approaching retirement and will provide an incentive for those who may choose to retire early under the appropriate Education Code provisions.

(b) Eligibility. In order to participate in this program, a Faculty Member must meet the following conditions:

- (1) The Faculty Member must have been employed by the District as a Faculty Member for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment as

defined by the State Teachers' Retirement System (STRS) or Public Employees' Retirement System (PERS).

- (2) For purposes of this section, sabbaticals, and other approved paid leaves of absence, and unpaid absences from the performance of creditable service for personal reasons do not constitute a break in service.
- (3) The Faculty Member shall have reached the age of fifty-five (55) years by the start of the semester in which the work reduction begins.
- (4) The Faculty Member must agree to retire and terminate services with the District at the conclusion of the Faculty Member's pre-retirement program, which program shall not exceed ten (10) years. Faculty Members under PERS shall not exceed five (5) years.
- (5) The Faculty Member must make application for participation in the program to the Vice Chancellor for Human Resources at least sixty (60) calendar days prior to the first day on which the work reduction is to be effective. The District may honor a late request due to unusual or emergency circumstances.

(c) Work Load and Compensation. A pre-retirement program for an eligible Faculty Member will require a reduction in the Faculty Member's normal assignment and will require a commensurate reduction in the yearly contract salary. The minimum part-time employment shall be the equivalent of one-half the number of days of service required by the Faculty Member's yearly contract of employment during the last year of service in a full-time position. A Faculty Member may request as a minimum an assignment which is:

- (1) One hundred percent (100%) for one semester and no assignment for the second semester; or
- (3) Fifty percent (50%) or more each semester; or
- (3) An assignment which averages fifty percent (50%) or more for both semesters of the college year.
- (4) Any assignment in (1), (2) or (3), above, must comply with the requirement that the reduced employment shall be the equivalent of at least one-half the number of days of service required for the yearly contract of employment.

(d) Maintenance of Benefits. Except for the reduction in salary corresponding to the reduced workload, the District will provide a Faculty Member on this program with the same benefits provided full-time Faculty Members. The District and the Faculty Member shall agree to make contributions to the State Teachers' Retirement System in accordance with the regulations set forth by that agency. The Faculty Member on the program shall authorize the District, in writing, to deduct from the pay such amounts as are necessary to pay the Faculty Member's one hundred percent (100%) retirement contribution. Sick leave and vacation, where applicable, are earned on a pro rata basis.

(e) Sabbatical Leave Eligibility. A Faculty Member participating in the program is not eligible for sabbatical leave. A Faculty Member who has returned from sabbatical leave may participate in the program at any time after returning from such leave so long as the total fractional time employed by the District thereafter is equal to the required period of post-sabbatical leave service.

(f) Return to Full-Time Assignment. A Faculty Member who is participating in the pre-retirement program may elect to cancel his pre-retirement program and return to a full-time assignment. Such election, to be effective, must be made at least thirty (30) days prior to the end of the second semester of the Faculty Member's participation in the program, with the cancellation of the program to be effective as of the beginning of the following semester.

(g) Adoption and Revocation. A Faculty Member who elects to participate in the pre-retirement program, shall enter into an agreement with the District respecting the terms and conditions of the Faculty Member's program. Such agreement shall be consistent with the provisions of this Article. The agreement can be revoked or amended with the mutual consent of the District and the Faculty Member.

Section 2. Retirement Benefits.

(a) Recognition of Meritorious Service. Faculty Members who retire with at least ten (10) years of service to the District, in recognition of their meritorious service, shall be granted the following:

- (1) Certificate for years of meritorious service to be presented by the Board of Trustees.
- (2) Lifetime library passes.
- (3) Lifetime staff pass.
- (4) Inclusion of Faculty Member's name in an appropriate section of the College catalog.
- (5) If appropriate, and at the Faculty Member's request, inclusion as a participant in the Speakers' Bureau program and in the Speakers' Bureau brochures.
- (6) Retired Faculty Members will be encouraged to make their services available to the District.
- (7) Retired Faculty Members shall have the right to a parking sticker as if they were in active status.

(b) Insurance Benefits. (Please refer to Article XX).

(c) Wellness Program. Retirees may participate in all wellness activities of the colleges or as permitted by any District outside contract.

Section 3. Retirement Incentives.

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

ARTICLE XIX. FACULTY SERVICE AREAS.

Section 1. Competency.

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

- (a) The same as the state minimum qualifications for faculty as defined by the state minimum qualifications for faculty as defined by the Board of Governors in compliance with the Education Code. This list can be found in the Minimum Qualification for Faculty and Administrators in the California Community Colleges published by the Chancellor's Office, March 1995. All subsequent disciplines added to this list by the Academic Senate and approved by the Board of Governors shall become part of this Agreement, or
- (b) A Faculty Member shall also be considered competent in an FSA by satisfying the equivalency provisions of the District for that discipline. The procedures to obtain an "equivalency" shall be the same as found in the Faculty Hiring Policy and Procedures, or
- (c) Holds a valid appropriate credential. The District shall review the transcripts of each holder of a General Secondary Credential and grant an FSA for each major, minor or subject area in which a Faculty Member has completed eighteen (18) units of course work or has a demonstrated competency within any

FSA. Such competency shall include, but not be limited to, previous teaching experience in grade 7 or higher, and/or work experience.

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

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

Section 2. Notification

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

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

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

Section 3. Disputes. In the event of a dispute between the District and a Faculty Member regarding qualification for service within any FSA, a committee composed of Faculty Members within the FSA in question, jointly selected by the Federation and the District, shall be convened to determine said qualification. The Federation Faculty President or alternate and the Vice Chancellor for Human Resources or alternate may sit on the committee as non-voting members. Refusal to grant recognition by the District in a Faculty Service Area is grievable under Article XXIV, Grievance and Arbitration Procedure, starting at Level III.

ARTICLE XX. EMPLOYEE AND DEPENDENT BENEFITS COVERAGE.

Section 1. Premium Costs

(a) Employee Premium. The employee shall contribute 2 of 1% (0.5%) of the base annual salary established by the salary schedule in effect on July 1st of that year, on a 10-month basis. The balance will be paid by the District.

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

Section 2. List of Benefits.

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

(a) Medical Coverage.

(1) Self-funded Plan.

This Self-funded plan includes, but is not limited to, the following:
Preferred Provider Hospital Plan

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

- (2) Deductible. Annual plan deductible shall be two hundred dollars (\$200) per person per year; three hundred fifty dollars (\$350) per family per year.
- (3) Medical Plan Handbook. A general description of all benefits shall be made available to all employees by the District. The master document will be on file in the Federation office as well as the Benefits office at the District.
- (4) Health Maintenance Organization. A Health Maintenance Organization option will be available to eligible employees.

(b) Dental Insurance

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

(c) Vision Insurance.

- (1) Faculty Member premium paid by District.
- (2) Dependent coverage paid by District.
- (3) Deductible shall be five dollars (\$5.00) per person.

(d) Life Insurance.

- (1) Faculty Member's premium paid by District.
- (2) Voluntary dependent life insurance coverage when available will be paid by the employee.

(e) Short Term Disability (Full time employees).

(1) Individuals employed at seventy-five percent (75%) or more of a full-time assignment are eligible for salary continuation insurance at District expense after having been employed for three (3) consecutive months. Employees shall be compensated to a maximum of one hundred percent (100%), and overload compensation in effect at the time of disability shall be continued to the end of that semester. (See Article XIV, Section 4,e).

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

(f) Health Promotion. The District shall make available to current employees programs in health promotion and preventive health services.

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

Section 3. Employee Assistance Programs.

- (a) The District shall make available to current employees programs to assist employees in such areas as chemical dependency and mental health.
- (b) Employees requiring treatment shall be referred to agencies which are independent of the District.

Section 4. Referral to Employee Assistance Programs.

- (a) Preamble. The District and the Federation jointly recognize alcoholism, drug abuse and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interests of the Faculty Members, the District, and the Federation that these illnesses be treated and controlled under the existing collective bargaining relationship. Our sole objective is to help, not harm. This program is designed for early intervention and rehabilitation, and not for employee discipline.
- (b) Protocol. The rights and benefits of this program shall be coordinated with other benefits provided for in this Article.

Section 5. Definition of Eligible Employees.

- (a) Regular full-time and Regular part-time employees shall be eligible for benefits. Individuals employed at seventy-five (75%) or more of a full-time assignment are eligible for full coverage as of the first day of the month following the date the employment starts. Dependent coverage shall be available in accordance with Section 1 of this Article.
- (b) The District shall share equally the premium cost for Faculty Members employed from fifty percent (50%) through seventy-four (74%). Dependent coverage shall be available in accordance with Section 1 of this Article.

Section 6. Continuance of Insurance Benefits.

- (a) Leaves of Absence, Paid and Unpaid. Faculty Members on paid leave are considered to be continuing employees, and no interruption to the insurance benefit shall be imposed upon such Faculty Members. Faculty Members who are approved for an unpaid leave may continue insurance benefit coverage for any approved leave by paying to the District the monthly costs prior to the first day of each month. Termination of employment for any reason shall terminate District-paid insurance benefits on the last day of the month of employment with the District, except as otherwise provided in this Agreement.
- (b) Load Reduction. Faculty Members who involuntarily accept a reduction from more than seventy-five (75%) to less than seventy-five (75%) shall have their fringe benefit program continued as though their employment level were above seventy-five percent (75%).
- (c) Retirement with 10 or More Years of Service. Full-time Faculty Members who retire at age 55 years or older under the State Teachers Retirement System, or age 50 who are covered under the Public Employees Retirement System, with 10 or more years of service with the District shall continue District paid hospital, medical, dental, vision and life insurance in which the employee was enrolled at the time of retirement until age 70. The District will pay premium costs in the same manner as though the retiree were in active status, and the retiree shall contribute toward the cost of fringe benefits in the same manner as though the retiree were an active member of the District. Should the retiree be required to pay all or part of any premium, the retiree shall reimburse the District in the appropriate amount on the first of

each month in which premiums are due. The retired Faculty Member may, after age 70, continue medical and dental benefits in accordance with subsection (e) of this section.

(d) Retirement Benefit Age 70 or older. Full-time Faculty Members who retire and who meet the requirements of section 5 (c) above shall receive, from the District, an annual credit of up to \$4000 to be applied only to the District's Medicare Supplement Plan. The credit shall not apply to any HMO, Dental Premium, Vision Care Premium or Life Insurance Premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of the retiree's death, the annual credit shall transfer to the spouse or registered domestic partner and shall continue until the spouse or registered domestic partner's death.

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

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

(g) Faculty Members on leave under the guidelines of the Family Medical Leave (FMLA Article XVII, Section 4 (b) shall have all benefits, pursuant to this article, continued as if in active duty.

Section 7. Federation Recommendations regarding Fringe Benefits Program.

(a) The District shall as appropriate, seek recommendations and input from the Federation regarding the fringe benefits program.

(b) Benefits Advisory Committee. The Benefits Advisory Committee shall meet monthly and report its activities and recommendations to the Vice Chancellor for Human Resources twice each year. Copies of its report shall be forwarded to the Federation. The committee shall consist of one (1) representative from each employee bargaining unit, one (1) person representing Confidential employees, one (1) person representing Supervisory/Management employees, and one (1) person representing Management employees. The committee shall be convened by the Vice Chancellor for Human Resources, and shall have as ex officio members the District's insurance advisor(s) and Vice Chancellor of Administrative Services.

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

Section 8. Funding. The Health Promotion and Employee Assistance Programs shall be funded each academic year.

ARTICLE XXI. PROFESSIONAL MEETINGS AND CONFERENCES.

Section 1. General. The District encourages Faculty Members to attend professional meetings and conferences related to the District's education program and the Faculty Member's professional growth.

Section 2. Budget Allocation. Each fiscal year the District will provide a conference and travel fund for Faculty Members to be administered as herein provided. The fund will be utilized to pay the cost of all or a portion of the cost of attending professional meetings or conferences, such as registration fees, meal and lodging expenses, and travel expenses. The fund will amount to a sum equivalent to two-hundred ten dollars (\$210.00) times the number of Faculty Member (full and part-time) positions budgeted for

2008-2009. For each subsequent year, the above funding will be increased by the percentage salary increase provided to the Faculty each year. Four-fifths (4/5) of the fund will be allocated to the appropriate College body. The remainder of the fund will be allocated by the President, or designee, on a College wide basis. The fund administered by the President, or designee, will be utilized for conferences of a general import to the educational program of the College; special situation which would require the allocation of substantial expenses; and conferences that the District requests a Faculty Member to attend as its representative. By July 31 of each year, the three college presidents will provide to the Federation a written report indicating the faculty member's name, conference attended, and the amount funded.

Section 3. Requests. A Faculty Member who desires to attend a conference will submit a request in accordance with College procedures, which shall be consistent with the criteria established by the District IPD/PDI Committee. If a Faculty Member is approved for attendance at a conference, the Faculty Member will attend the conference without loss of pay or benefits. The College may approve attendance for a conference without providing any reimbursement for expenses.

Section 4. Reimbursement. If expenses are authorized, the following rules shall apply:

(a) Faculty Members will travel economy air coach or by authorized alternative means.

(b) Faculty Members authorized to use a private car with expenses paid shall be reimbursed at the rate established by the District for business travel but in no case will such mileage expense exceed the cost of economy air transportation plus ancillary expenses.

(c) If two or more Faculty Members attend a conference and travel together by private automobile, only the individual furnishing the car will be compensated for transportation expenses.

(d) Requests for reimbursement of expenses shall be for actual authorized expenses and shall be made on the appropriate expense form. It is understood that such reimbursement shall be subject to item limitations as set forth in District policies.

(e) Partial reimbursement of expenses may be authorized.

Section 5. Reports. Written reports of conferences attended at District expense may be required.

ARTICLE XXII. VACANCIES, TRANSFERS AND REASSIGNMENTS.

Section 1. Definitions

(a) Vacancy. Any faculty position (including categorically funded positions) which the District intends to fill by the employment, or voluntary transfer of a Regular or Contract Faculty Member.

(b) Transfer. Movement, either voluntary or involuntary, of a Faculty Member from one college to another, within the District.

(c) Reassignment. Movement of a Faculty Member from one discipline to another discipline or from one position to another position at the same college.

(d) Position. Class instructor, librarian, counselor, or other faculty assignment.

(e) Voluntary. Initiated by the Faculty Member who is seeking a transfer or reassignment or, initiated by the District with the freely given consent of the Faculty Member to be transferred or reassigned.

(f) Involuntary. Initiated by the District, without consent of the Faculty Member to be transferred or reassigned.

Section 2. Voluntary Transfer and Reassignment

(a) Any Faculty Member may apply for any announced vacancy and shall be considered for that vacancy as provided in this Article. A Faculty Member may be voluntarily reassigned to another Faculty position or discipline within the college without announcement of a position vacancy. The Federation shall receive notice of the reassignment from the college.

(b) Except with the Faculty Member's agreement, no Faculty Member shall be transferred or reassigned to a position outside the Faculty Service Area(s) for which that Faculty Member holds qualifications. (See Article XIX, Section 1).

(c) Minimum qualifications and desirable qualifications for an announced vacancy shall be designed to provide for a broad applicant pool of qualified candidates.

(d) In unusual circumstances the Faculty Member, the Federation and the District may agree upon a voluntary transfer, bypassing the procedures set forth in this section.

(e) Posting. The District will post on designated bulletin boards at each College announcements of all faculty vacancies. Such announcements shall be posted for a minimum of ten (10) business days (days in which the District office is open for business). Copies of any such announcements shall be forwarded to the Federation at the time of posting. Upon written request to the Office of Human Resources, specifying the discipline(s), college(s) and/or classification of interest to the Faculty Member on sabbatical or leave of absence, vacancy announcement(s) for such positions shall be mailed promptly to the Faculty Member's address of record.

(f) Applications. Current full-time Faculty Members, who make timely application and meet the job announcement minimum qualifications, shall be considered by the screening committee prior to scheduling interviews for other applicants. The hiring committee shall interview each Faculty Member who is a qualified applicant.

(g) Selection Process. At the request of the Faculty Member who is rejected for a transfer or reassignment, the designated Administrator will submit to the Faculty Member a statement in writing as to the specific reason(s) for such rejection.

Section 3. Involuntary Reassignments and Transfers.

(a) The District and the Federation recognize that there may be unusual circumstances requiring the involuntary reassignment or transfer of a Faculty Member. Such circumstances may include transfer and/or reassignment to avoid layoff. Such transfers and/or reassignments will not be made in an arbitrary, capricious or discriminatory manner.

(b) In the event a Faculty Member is involuntarily transferred or reassigned as a result, either directly or indirectly, of the layoff process, that Faculty Member shall for two years retain the right of first consideration to return to the position from which transferred or reassigned. It will be the responsibility of the Office of the Vice Chancellor for Human Resources to guarantee that Faculty Members so affected are notified of such vacancies and are assured of the consideration provided by this Section.

(c) The President of the Federation shall be notified of the name of any Faculty Member when the District or College proposes to transfer or reassign pursuant to this Section.

(d) The reason for the involuntary transfer or reassignment shall be provided in writing, if requested by the Faculty Member being transferred.

Section 4. Intra-District Exchange.

Any two (2) Regular Faculty Members may make written applications to their College President(s) to participate in an intra-district exchange. Such request must be received no later than ninety (90) days prior to the end of the semester preceding the semester in which the exchange would begin. The application shall set forth the advantages to be accrued to the District and to the Faculty Member by

participation in such an exchange. The President, or designee, will review the request and determine whether or not the request may be granted. If the request for an exchange is not granted, the President, or designee, will, within one (1) week, inform the Faculty Member in writing of the reasons for the denial. The leave may not exceed one (1) year, except that by mutual consent of the Faculty Member and the District, the leave may be extended.

Section 5. Retraining Leave.

(a) Purpose. Faculty Members will be encouraged to pursue professional growth leading to the redirection of their teaching discipline. The District's retraining leave program will assist in this pursuit.

(b) Eligibility. A Regular Faculty Member is eligible to apply for a retraining leave.

(c) Funding. Funding for retraining leave will be budgeted at \$50,000.00, to be used for retraining leaves in each academic year. Unused funds will be credited to this account at the end of the fiscal year.

(d) Length of Leave. A retraining leave may be granted for one semester only, two consecutive semesters, or a percentage of contract during a single academic year.

(e) Compensation.

(1) A Faculty Member granted a retraining leave for an academic year shall receive fifty percent (50%) of the Faculty Member's salary for that year. A Faculty Member granted a retraining leave for one (1) semester shall receive full salary for that semester. A Faculty Member granted a retraining leave for a percentage of contract shall receive full salary for up to one-half (1/2) of his/her regular contract period, and no additional salary for periods beyond. The District shall continue to provide insurance benefits during the period of the leave. Time on leave shall be treated as working time for salary step placement and retirement contributions shall be continued as provided by law.

(2) Compensation for the retraining leave shall be paid upon return of the Faculty Member (in accordance with Education Code provisions) unless the Faculty Member furnishes a suitable bond indemnifying the District against loss in the event the Faculty Member fails to render the agreed upon period of service to the District following return from the leave.

(f) Accident or Illness. Interruption of the retraining leave because of serious accident or illness will not be considered failure to fulfill the conditions under which the leave is granted. In the event of serious accident or illness, the Faculty Member will continue to receive compensation as provided in Article XIV.

(g) Criteria and Selection Procedures.

(1) A retraining leave application shall set forth the advantages to be accrued to the District and to the Faculty Member by participation in such a leave. Criteria for acceptance of the Faculty Member's leave application are: likelihood that retraining will be achieved in no more than four consecutive semesters; evidence that the Faculty Member will be accepted in an educational program acceptable to the District; and evidence that the Faculty Member with new certification can fulfill assignments in teaching areas needing additional staff. Any regular Faculty Member whose position is being eliminated due to program review shall have priority for this retraining leave.

(2) Such application shall be made to the Chief Instructional Officer. The Chief Instructional Officer and the College President shall recommend candidates to the Vice Chancellor for Human Resources. If the request is not granted, the President, or designee, will, within one (1) week, inform the Faculty Member in writing of the reasons for the denial. The Vice Chancellor will submit recommendations to the Board of Trustees for final approval. Retraining leaves shall be

submitted to the Board for approval no later than the last month of the semester prior to the semester in which the leave will be taken.

(h) Subsequent Service.

(1) A Faculty Member, as a condition of being granted a retraining leave, shall agree in writing to render a portion of service equal to twice the period of the leave; this service to be served continuously and immediately upon completion of the retraining.

(2) Upon completion of the Faculty Member's retraining, he/she shall be reassigned to the new teaching area.

ARTICLE XXIII. PROPERTY RIGHTS

Section 1. Purpose. The District and Federation have a mutual interest in establishing an environment that fosters and encourages the creation of Intellectual property by Faculty Members. To further that mutual interest, the Federation and the District have agreed to the terms of this Article establishing the respective ownership rights to the Intellectual Property that Faculty Members create.

Section 2. Definitions

(a) "Intellectual Property" shall mean Works (including "Instructional Materials") and Inventions.

(b) A "Work" is any original material that is eligible for copyright protection including (but not limited to) Instructional Materials, mathematical or scientific notations, works of art or design, dramatic or musical compositions, choreography, prose or poetry, and computer software. A work may be published in any enduring medium (e.g., print, digital, electromagnetic, optical) or may exist in any tangible form (e.g., a sculpture or structure).

(c) "Instructional Materials" are those original materials a Faculty Member creates independently to perform his or her assignment more effectively for the benefit of students, including (but not limited to) syllabi, lectures, student exercises, illustrations, recordings, multimedia, and tests. Instructional Materials may be created by the Faculty Member for use in any instructional delivery method.

(d) An "Invention" is any original idea or discovery that is eligible for patent protection, including (but not limited to) a device, process, design, model, strain or variety of any organism, or composition of matter.

(e) A "Work or Invention for Hire" is one for which the Faculty Member receives compensation from the District to create and/or contribute to the development of an Intellectual Property and for which the Faculty Member relinquishes all ownership and royalty rights to the District.

Section 3. Copyright and Patent Ownership

(a) Faculty Ownership.

(1) Works and Inventions covered by this Article (excluding Works for Hire). This Article applies to the Intellectual Property created by Faculty Member(s) in direct connection with, and in support of, the courses they teach (or other duties they perform) as employees of the District.

(2) Faculty right of ownership. Provisions of the Copyright Act (Title 17, United States Code) and the Patent Act (Title 35, United States Code) notwithstanding, the Faculty member shall have (subject to the provision of this Article) the exclusive property right to all Intellectual Property that is the original product of his or her mind, time, talent and effort, including the right to all royalties from the distribution, lease, or sale thereof. Except as otherwise provided in this Article, the District waives any property right it might have to such Intellectual Property. The Faculty Member shall retain this exclusive property right throughout his or her lifetime; upon the Faculty Member's

death all such property rights shall devolve upon his or her estate, except when developed under work for hire. The fact the Intellectual Property relates to the Faculty Member's assignment, or that the Faculty Member uses that original property in performing that assignment, shall not by itself create any ownership interest whatsoever for the District, except when developed as an original "Work or Invention for Hire." The District shall have no claim of ownership to a work produced by a Faculty Member(s) under a grant awarded exclusively to that Faculty Member(s) without fiscal participation by the District.

(b) District Ownership. The District will own the copyright to works under the following circumstances:

(1) Circumstances relating to substantial support by the District. The District will own the copyright to any work created with substantial support from the District. As used in this Article, "substantial support" means financial support over and above the cost of the faculty member's normal compensation, office space, office computer, local telephone use, minimal office supplies and copy services. Substantial support would include extra compensation or the provision of reassigned time to create a work, the cost of providing secretarial, technical, legal or creative services specifically for the creation of work, as well as the cost or value of the use of expensive District equipment or facilities (such as professional film or recording studios). Grants shall be considered substantially supported by the District unless it follows Faculty Ownership (3a2) or District and Faculty Ownership (3c3)

(2) Circumstances relating to the nature of the work. The District will also own the copyright to any work, such as a course outline, administrative policy, or information brochure, that is formally reviewed by the District and becomes part of its curriculum, policies, or administrative or promotional material.

(3) The respective ownership interests for cooperatively developed Intellectual Property shall be specified in writing at the time of agreement between the faculty and the District. Faculty members and the District may, if they wish, enter into individual agreements with one another concerning copyright ownership and usage rights to specific works, the terms of which may differ from those set forth above. The Faculty Members may be compensated for creating a Work or Invention for Hire by either released time or an hourly wage. The hourly wage shall be the non-instructional rate. The terms of any such individual agreement will supercede the terms of this Article once such an agreement is signed by the faculty member and an authorized representative of the District. A copy of any such agreement will be provided to the CFE.

(c) District and Faculty Ownership.

(1) Online Courses. If the District desires to market cooperatively developed materials upon completion of a project, the Faculty Member shall receive a royalty. If a cooperatively developed online course is distributed outside of the Coast Community College District, the District/college and Faculty developer(s) shall share net royalties as specified in the agreement.

(2) Ownership of Instructional Materials. Instructional Materials are the sole property of the Faculty Member who creates them (except when developed as work for hire or cooperatively developed materials), and the District waives any claim to ownership of them.

(3) When a Faculty Member(s) independently obtains grant funding for the production of a work or invention and seeks District participation, the District agrees ownership must be clearly delineated in a written agreement.

Section 4. Patent or Copyright Registration. The owner of Intellectual Property covered by this Article shall register that ownership right with the U.S. Copyright Office or the U.S. Trademark and Patent Office, as appropriate.

Section 5. Cooperative Projects. Individual Contracts and Compensation. One or more Faculty Members may enter into a separate agreement with the District for the creation of Intellectual Property

requiring the use of substantial District resources. Such agreements shall be in writing. Such agreements may determine the respective ownership interests of the Faculty Member(s) and the District in that Intellectual Property.

Section 6. Works or Inventions for Hire. No Intellectual Property shall be a Work or Invention for Hire unless the District has entered into a written agreement with the participating Faculty Member(s). In the absence of such a written agreement, the Intellectual Property shall be the property of the Faculty Member(s) who create(s) it. No Faculty Member shall be involuntarily assigned to create a Work or Invention for Hire.

Section 7. Acquiring Rights from Third Parties. If the creation of a Work or Invention requires rights (e.g., re-publication rights) to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the Faculty Member or the District) who is to hold the ownership rights in that Work or Invention.

Section 8. Recorded Instruction. (AUDIO) A Faculty Member's lecture in a large lecture class may be recorded by the college and made available to students during the semester of the class. The Faculty Member shall own all copyrights or product rights to any recordings of his/her lecture.

Section 9. Faculty Member's use of name of District or College. Faculty Members agree that when they use works they have created (regardless of who owns the works' copyrights), those works will identify their creators' relationships with the District or College for as long as they continue to be employed by the District. If a faculty member creates an online course that identifies the Faculty Member as its author, the Faculty Member's name shall be followed by the name of the College at which the Faculty Member teaches.

If for any reason a faculty member does not wish to identify his or her relationship with the District or College, the faculty member may ask the District for authorization not to do so; the District has the option but not the obligation to release the faculty member from this obligation.

If for any reason, the District does not wish its name or the College's name to be used in this manner, the District has the right to require the Faculty Member not to identify his or her relationship with the District; in such a case, the Faculty Member shall agree not to do so, or to stop doing so as soon as reasonably possible.

ARTICLE XXIV. GRIEVANCE AND ARBITRATION PROCEDURE.

Section 1. Definitions.

(a) A "grievance" is defined as a claim by a Faculty Member or the Federation that the District has violated a provision of this Agreement and that by reason of such violation the Faculty Member or the Federation has been adversely affected.

(b) A "grievant" may be a Faculty Member or the Federation.

(c) A "day" is any day in which the central administrative office of the District is open for business, including weekends and holidays.

(d) A "supervisor" is the Administrator who manages the designated unit in which the grievant has assigned duties relevant to the grievance.

(e) The form titled "Grievance Form" in Appendix E shall be used by the Federation and grievant in all grievance proceedings. The "Grievance Form" shall be mutually agreed upon between the Federation and the District.

Section 2. Informal Level. A complaint may, but need not, constitute a grievance. Before filing a grievance, the Faculty Member shall attempt to resolve the complaint by an informal conference with the

Faculty Member's supervisor. Each party may request another person to be present at the informal conference.

Section 3. Formal Level. Any complaint that is not resolved at the informal level, as provided in Section 2 and which complaint constitutes a grievance as defined in Section 1, shall be processed in accordance with the following procedures:

(a) Level I: The grievant shall reduce the grievance to writing on the appropriate form and shall submit the grievance to the designated supervisor within twenty (20) days after the date the grievant discovered the facts, or reasonably should have discovered the facts, giving rise to the grievance. The grievance shall state the facts surrounding the grievance and shall specify the provision or provisions of this Agreement alleged to have been violated and the remedy sought. The grievance shall confirm that the matter had been discussed at an informal conference. The grievance shall be signed and dated by the grievant. The supervisor, or designee, shall provide the grievant with a written decision to the grievance within six (6) days after receipt of the grievance. Within the period from the filing of the grievance until the written decision, either party may request a conference to discuss the grievance.

(b) Level II: If the grievant is not satisfied with the decision of the supervisor at Level I, the grievant may appeal the decision on the grievance form to the designated Grievance Officer of the College. Such appeal must be in writing and made within six (6) days after the grievant's receipt of the reply in Level I. The statement on appeal shall include a copy of the original grievance, the decision rendered by the supervisor, and a statement of the reason for the appeal. The College Grievance Officer, or designee, shall conduct an investigation into the allegations and shall provide the grievant with a decision in writing within six (6) days after receiving the appeal. Either the grievant or the College Grievance Officer may request a conference to discuss the grievance prior to the written decision.

(c) Level III: If the grievant is not satisfied with the decision at Level II, the grievant may, within six (6) days after receipt of the decision, appeal the decision to the Vice Chancellor for Human Resources, or designee. This appeal shall be in writing and shall include the original grievance and shall state the basis of the appeal to Level III. The Vice Chancellor for Human Resources, or designee, shall provide the grievant with a decision in writing within ten (10) days after the submission of the grievance at this level. By written mutual agreement, these time lines may be tolled. Failure to meet this time line will result in award of the remedy sought by the Federation.

(d) Level IV: Arbitration: Any grievance which has not been resolved to the satisfaction of the Federation shall be submitted by the Federation to arbitration upon providing written notice to the Vice Chancellor for Human Resources. Such notification by the Federation shall be made within fifteen (15) days after the receipt of the decision at Level III.

Section 4. Selection of the Arbitrator. Not later than ten (10) days after the District receives written notice of the Federation's desire to arbitrate, the parties may agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a list of seven (7) arbitrators provided by the American Arbitration Association. The District and the Federation shall alternately strike a name from the list (the first to strike to be determined by lot) until one remains. This person shall be the selected arbitrator, and the Labor Arbitration Rules of the American Arbitration Association shall apply. By mutual agreement of the Federation and the District, the arbitration may be heard under the Expedited Labor Arbitration Procedures of the American Arbitration Association.

Section 5. Authority of Arbitrator. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement and what the remedy shall be. No decision rendered by the arbitrator shall be retroactive beyond the occurrence of the event giving rise to the grievance. The arbitrator shall have no power to render an award on any grievance relating to an occurrence before the effective date of this Agreement.

Section 6. Review by Board. The decision of the arbitrator shall be final and binding upon the parties to the dispute. Binding Arbitration will apply to grievances filed after June 30, 2008.

Section 7. Arbitration Arrangements. The fees and expenses of the arbitration, including a reporter's transcript, if the parties agree to have a transcript or if the arbitrator determines that a transcript is desirable, shall be paid equally by the parties, except that the party requesting review of the arbitrator's decision by the Board shall pay the full amount of the arbitrator's fee. Each party shall bear the expense of the presentation of its own case, except that the District shall grant released time without loss of compensation to a representative of the Federation at the arbitration hearing and will provide released time without loss of compensation to District or Federation witnesses during the period their presence is required as witnesses. Hearings will be scheduled on District premises, if possible.

Section 8. Grievance Procedure Records. All documents, communications and records dealing with the grievance and arbitration procedures provided herein shall be filed separately from the personnel files of the grievant(s).

Section 9. Time Limits. If the grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made. If the District fails to respond to the grievance within the specified time limits at any level, the grievant may proceed to the next level. The time limits set forth in this Article may be extended by mutual agreement in writing between the District and the grievant or the District and the Federation. The day of delivery of notice shall be counted as a day in determining time limits.

Section 10. Federation Representation. The grievant shall be entitled to representation by a Federation representative at any grievance meeting. If the grievant desires representation, such shall be requested from the Federation. The Federation shall inform the supervisor and/or College Grievance Office and/or the Vice Chancellor for Human Resources of the person designated to represent the grievant so that meetings may be scheduled not to conflict with the assigned duties of such representative. In situations where the Federation has not been asked to represent the grievant, the District shall not agree to a final resolution of the grievance until the Federation has a copy of the grievance and the proposed settlement and has been given an opportunity to file a response to the matter. An additional District representative may be invited to be present at any level of the grievance process.

Section 11. Scheduling of Meetings. Grievance meetings will be held during the normal business day, but shall be scheduled, if possible, at hours that do not conflict with the assigned duties of the Faculty Member(s) involved. In the event a meeting is scheduled which conflicts with such assigned duties of an affected Faculty Member, the Faculty Member will not suffer any loss of pay as a result of attending such meetings.

Section 12. Federation Grievance. If the Federation files a grievance, it shall be filed at Level III with the Vice Chancellor for Human Resources within twenty (20) days from the date the Federation discovered the facts or reasonably should have discovered the facts giving rise to the grievance. The written Federation grievance shall comply with the requirements set forth in Section 3(a) of this Article. The Vice Chancellor for Human Resources shall process the grievance within the time limits as provided in Section 3(c) of this Article.

Section 13. Group Grievance. If any group of Faculty Members has the same grievance, one grievant may file the grievance on behalf of all other parties. The grievant filing such a group grievance shall obtain on the grievance form the signature of such Faculty Member in the group who authorizes the grievant to process the grievance on the Faculty Member's behalf.

ARTICLE XXV. CONCERTED ACTIVITIES.

Section 1. Apart from, and in addition to, existing legal restrictions upon work stoppages, the Federation hereby agrees that there will be no strike, sympathy strike, work stoppage, slow down, or other concerted action or refusal to perform job functions and responsibilities by the Federation, its officers or agents during the term of this Agreement.

Section 2. In the event members of the Federation engage in any of the actions prohibited in Section 1 of this Article, the Federation shall not in any way aid, encourage or abet such actions and will take all reasonable means to end such actions.

Section 3. The District shall not engage in a lockout or participate in any other activity which obstructs the collective bargaining process during the term of this Agreement.

ARTICLE XXVI. AGREEMENT CONDITIONS & DURATION.

Section 1. Sole Agreement. This Agreement, when ratified and executed by each party hereto, shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto.

Section 2. District and Federation Obligations. Neither the District nor the Federation shall be bound by any requirements which are not expressly and explicitly stated in this Agreement.

Section 3. Savings Clause. If any provision of this Agreement is or shall be at any time contrary to law, such provision shall be inoperative. All other provisions shall remain in effect. At the request of either party, the District and Federation agree to negotiate any replacement provision within fifteen (15) days of such request.

Section 4. Effective Date and Duration.


(a) This Agreement shall become effective upon the date of its execution and ratification by both parties, except as otherwise specified, and shall remain in effect through June 30, 2012.

(b) The entire contract may be reopened for negotiations at the request of either party, at any time after September 1, 2011. The parties agree to establish the initial negotiating date which shall be scheduled within thirty (30) days of the request of the other party to reopen this Agreement.

IN WITNESS WHEREOF the parties execute this Agreement this 11th day of August, 2011.


Date Signed: January 5, 2012

COAST FEDERATION OF EDUCATORS/
AMERICAN FEDERATION OF TEACHERS,
LOCAL 1911



Dean Mancina
President and Chief Negotiator

COAST COMMUNITY COLLEGE DISTRICT

 1/4/12

Jim Moreno, President
Board of Trustees

 1/5/12

Deborah D. Hirsh, Ed.D.
Vice Chancellor of Human Resource

Faculty - 175 Days (AA Salary Schedule)

Effective Date: 07/01/11
 Units: Annual

<u>Step</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>Step</u>
1	\$46,037.00	\$52,249.00	\$56,375.00	\$60,490.00	\$64,679.00	1
2	\$48,335.00	\$54,556.00	\$58,674.00	\$62,793.00	\$66,984.00	2
3	\$50,640.00	\$56,854.00	\$60,977.00	\$65,092.00	\$69,283.00	3
4	\$52,940.00	\$59,160.00	\$63,283.00	\$67,392.00	\$71,590.00	4
5	\$55,240.00	\$61,454.00	\$65,581.00	\$69,692.00	\$73,888.00	5
6	\$57,543.00	\$63,759.00	\$67,883.00	\$71,995.00	\$76,191.00	6
7	\$59,841.00	\$66,061.00	\$70,178.00	\$74,293.00	\$78,490.00	7
8	\$62,143.00	\$68,361.00	\$72,487.00	\$76,599.00	\$80,796.00	8
9	\$64,448.00	\$70,665.00	\$74,784.00	\$78,894.00	\$83,094.00	9
10	\$66,745.00	\$72,962.00	\$77,086.00	\$81,201.00	\$85,392.00	10
11		\$75,260.00	\$79,385.00	\$83,501.00	\$87,698.00	11
12		\$77,564.00	\$81,687.00	\$85,800.00	\$89,994.00	12
13			\$83,987.00	\$88,103.00	\$92,299.00	13
14				\$88,103.00	\$92,299.00	14
15				\$91,596.00	\$95,793.00	15
16				\$91,596.00	\$95,793.00	16
17				\$95,087.00	\$99,286.00	17
18				\$95,087.00	\$99,286.00	18
19				\$95,087.00	\$99,286.00	19
20				\$98,581.00	\$102,776.00	20
21					\$102,776.00	21
22					\$102,776.00	22
23					\$106,269.00	23
24					\$106,269.00	24
25					\$106,269.00	25
26					\$109,761.00	26

Doctoral Stipend: \$2781.00

Faculty - 221 Days (A2 Salary Schedule)

Effective Date: 07/01/11
 Units: Annual

<u>Step</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>Step</u>
1	\$58,138.00	\$65,984.00	\$71,194.00	\$76,390.00	\$81,681.00	1
2	\$61,041.00	\$68,896.00	\$74,097.00	\$79,299.00	\$84,592.00	2
3	\$63,952.00	\$71,799.00	\$77,006.00	\$82,202.00	\$87,495.00	3
4	\$66,855.00	\$74,699.00	\$79,917.00	\$85,107.00	\$90,409.00	4
5	\$69,760.00	\$77,608.00	\$82,819.00	\$88,012.00	\$93,310.00	5
6	\$72,668.00	\$80,519.00	\$85,727.00	\$90,920.00	\$97,490.00	6
7	\$75,571.00	\$83,427.00	\$88,625.00	\$93,821.00	\$99,121.00	7
8	\$78,479.00	\$86,331.00	\$91,541.00	\$96,734.00	\$102,034.00	8
9	\$81,389.00	\$89,240.00	\$94,443.00	\$99,632.00	\$104,937.00	9
10	\$84,290.00	\$92,140.00	\$97,349.00	\$102,546.00	\$107,838.00	10
11		\$95,043.00	\$100,253.00	\$105,450.00	\$110,751.00	11
12		\$97,953.00	\$103,158.00	\$108,354.00	\$113,651.00	12
13			\$106,064.00	\$111,263.00	\$116,560.00	13
14				\$111,263.00	\$116,560.00	14
15				\$115,674.00	\$120,973.00	15
16				\$115,674.00	\$120,973.00	16
17				\$120,082.00	\$125,384.00	17
18				\$120,082.00	\$125,384.00	18
19				\$120,082.00	\$125,384.00	19
20				\$124,494.00	\$129,792.00	20
21					\$129,792.00	21
22					\$129,792.00	22
23					\$134,203.00	23
24					\$134,203.00	24
25					\$134,203.00	25
26					\$138,612.00	26

Doctoral Stipend: \$2781.00

Counselors - 195 Days (QQ Salary Schedule)

Effective Date: 07/01/11
Units: Annual

<u>Step</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>Step</u>
1	\$51,299.00	\$58,223.00	\$62,818.00	\$67,399.00	\$72,074.00	1
2	\$53,859.00	\$60,794.00	\$65,381.00	\$69,964.00	\$74,638.00	2
3	\$56,427.00	\$63,351.00	\$67,946.00	\$72,530.00	\$77,203.00	3
4	\$58,988.00	\$65,918.00	\$70,514.00	\$75,095.00	\$79,769.00	4
5	\$61,553.00	\$68,482.00	\$73,074.00	\$77,661.00	\$82,332.00	5
6	\$64,119.00	\$71,043.00	\$75,642.00	\$80,228.00	\$84,895.00	6
7	\$66,682.00	\$73,611.00	\$78,202.00	\$82,787.00	\$87,460.00	7
8	\$69,243.00	\$76,175.00	\$80,773.00	\$85,352.00	\$90,029.00	8
9	\$71,811.00	\$78,735.00	\$83,332.00	\$87,909.00	\$92,592.00	9
10	\$74,374.00	\$81,300.00	\$85,893.00	\$90,481.00	\$95,157.00	10
11		\$83,865.00	\$88,458.00	\$93,045.00	\$97,722.00	11
12		\$86,428.00	\$91,019.00	\$95,604.00	\$100,277.00	12
13			\$93,586.00	\$98,172.00	\$102,847.00	13
14				\$98,172.00	\$102,847.00	14
15				\$102,061.00	\$106,737.00	15
16				\$102,061.00	\$106,737.00	16
17				\$105,956.00	\$110,631.00	17
18				\$105,956.00	\$110,631.00	18
19				\$105,956.00	\$110,631.00	19
20				\$109,850.00	\$114,524.00	20
21					\$114,524.00	21
22					\$114,524.00	22
23					\$118,416.00	23
24					\$118,416.00	24
25					\$118,416.00	25
26					\$122,307.00	26

Doctoral Stipend: \$2781.00

Cosmetology - 210 Days (Q2 Salary Schedule)

Effective Date: 07/01/11
 Units: Annual

<u>Step</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>Step</u>
1	\$55,243.00	\$62,700.00	\$67,648.00	\$72,581.00	\$77,616.00	1
2	\$58,000.00	\$65,469.00	\$70,407.00	\$75,344.00	\$80,378.00	2
3	\$60,764.00	\$68,222.00	\$73,170.00	\$78,108.00	\$83,139.00	3
4	\$63,524.00	\$70,987.00	\$75,937.00	\$80,870.00	\$85,903.00	4
5	\$66,285.00	\$73,747.00	\$78,695.00	\$83,634.00	\$88,664.00	5
6	\$69,048.00	\$76,507.00	\$81,457.00	\$86,396.00	\$91,423.00	6
7	\$71,808.00	\$79,272.00	\$84,214.00	\$89,152.00	\$94,186.00	7
8	\$74,568.00	\$82,031.00	\$86,984.00	\$91,915.00	\$96,951.00	8
9	\$77,333.00	\$84,789.00	\$89,740.00	\$94,669.00	\$99,713.00	9
10	\$80,093.00	\$87,551.00	\$92,498.00	\$97,439.00	\$102,474.00	10
11		\$90,315.00	\$95,261.00	\$100,200.00	\$105,236.00	11
12		\$93,074.00	\$98,019.00	\$102,958.00	\$107,989.00	12
13			\$100,784.00	\$105,723.00	\$110,757.00	13
14				\$105,723.00	\$110,757.00	14
15				\$109,912.00	\$114,946.00	15
16				\$109,912.00	\$114,946.00	16
17				\$114,104.00	\$119,139.00	17
18				\$114,104.00	\$119,139.00	18
19				\$114,104.00	\$119,139.00	19
20				\$118,297.00	\$123,331.00	20
21					\$123,331.00	21
22					\$123,331.00	22
23					\$127,522.00	23
24					\$127,522.00	24
25					\$127,522.00	25
26					\$131,713.00	26

Doctoral Stipend: \$2781.00

Part-Time Instructor, Counselor, and Librarian (UU Salary Schedule)

Effective Date: 07/01/11
 Units: LHE and Hourly

<u>COL</u>	<u>STEP</u>	<u>PER LHE</u>
IV	1	\$956.00
IV	2	\$1,034.00
IV	3	\$1,114.00
IV	4	\$1,180.00
IV	5	\$1,254.00
IV	6	\$1,331.00

Pay Rate for the Semester Lecture Hour or Lecture Hour Equivalency
 Miscellaneous Non-Instructional Rate - \$235.73/Day \$29.466/Hour
 Miscellaneous Instructional Rate - \$354.93/Day \$44.366/Hour

**PART-TIME COUNSELOR AND LIBRARIAN
 (UU SALARY SCHEDULE)**

<u>COL</u>	<u>STEP</u>	<u>COUNS/LIB</u>
IV	1	\$53.111
IV	2	\$57.444
IV	3	\$61.889
IV	4	\$65.556
IV	5	\$69.667
IV	6	\$73.944

Pay Rate for the Semester Lecture Hour or Lecture Hour Equivalency
 Miscellaneous Non-Instructional Rate - \$235.73/Day \$29.466/Hour
 Miscellaneous Instructional Rate - \$354.93/Day \$44.366/Hour

Faculty Special Rates, 2011 - 2012

- A. **Overload:** Contract Faculty Members employed to work on an overload assignment shall be paid at the rate of 1/1000th of their annual salary basis, with a maximum rate at step 6 scale IV, rounded up to the nearest dollar, effective **Fall, 2011 \$72.00/hr.**
- B. **Summer School/Intersession.** Teaching assignments shall be paid at the hourly rate of 1/1000th of the annual salary basis.
- C. **Substitute Service:** Substitute rates will be at the overload pay rate, with a maximum rate at step 6, scale IV, rounded up to the nearest dollar.
- D. **Individualized Study:** individualized study shall be at the rate of 1/2000th of step 5, scale IV in the Salary Schedule (**\$34.846/hr**) per student (semester) unit (one student enrolled in one unit work study class) based on the enrollment of the 4th week, and an additional 1/2000th per semester unit based on the 10th week enrollment. Instructors may not exceed a maximum of 24 students per semester or 72 student units per semester.
- E. **Special Assignment:** The pay rates are dependent on the special assignments; generally, the daily contract rate, or the per diem rate. These rates are computed as follows:
1. **Contract Daily Rate:** Annual base salary divided by the number of duty days in the academic year.
 2. **Miscellaneous Non-Instructional Rate:** At the rate of 1/200th of step 5, scale IV, in the Salary Schedule for each full day's 8-hour assignment **@\$348.468/day** per school year. Assignment for less than 8 hours will be prorated but no assignment will be less than 4 hours **@\$43.555 hour**, based on an 8-hour day.
 3. **Counselors and Librarians Extra Service Pay:** Counselors or Librarians assigned to perform duties on any day, in addition to contract days of service, will be paid at the contract daily rate. Assignments of fewer hours per day than specified will be prorated. Assignments of less than 3 hours for Counselors and Librarians will be paid as though 3 hours had been worked. Counselors and Librarians prorated on a 6-hour day.
 4. **Coaches Stipend:** Coaches assigned to coach college-approved sports to be paid a stipend per semester per sport rate based on 8% of Col III, step 1, **\$4511.00** per sport.
- F. **Instructional Unit Assistant:** **\$1,514.00** per semester hour.
- G. **Cooperative Education:** Hourly rate of 1/1000th of annual base salary, based on 8 students equaling 1 lecture hour equivalency.
- H. **Internship Academy:** Internship Academy rates will be at the overload pay rate, with a maximum rate at step 6, scale IV, **rounded up** to the nearest dollar.

- I. **Military Contract Pay:**
 - **CD ROM Courses:** Full-time Faculty-**\$43.200**/student (.6 X Max. Overload Rate)
Part-time Faculty- **\$27.413**/ student (.6 X MTR)
 - **Military Online Courses:** Full-time Faculty-**\$75.600** (1.05 X Max Overload Rate)
Part-time Faculty-**\$47.973** (1.05 X MTR)
 - **Military English Online Courses:** Full Time Faculty-**\$104.400**(1.45 X Max Overload Rate)
Part-time Faculty-**\$66.249** (1.45 X MTR)

- J. **Reader/Evaluator:** **\$43.555** per hour- duty day – CFE
4 hour min – non duty day - CFE
\$29.466 per hour – CCA

- K. **CCA Substitute:** **\$44.366** per hour.

- L. **CCA Per Diem:** Instructional = **\$354.93**
Non-instructional = **\$235.73**

**TENURE REVIEW COMMITTEE
(Contract Faculty)**

I. Duties of the Committee

- A. Elect its chair, who shall then be responsible for calling meetings, coordinating activities of the Committee and representing the Committee.
- B. Serve for the duration of the candidate's tenure process.
- C. Meet with the candidate and provide evaluation criteria, timelines, evaluation and documentation.
- D. Evaluate the candidate according to contractual guidelines and timelines.
- E. Meet with the candidate to prepare a four-year plan for professional development.
- F. Meet with the candidate and present the Committee's recommendation.
- G. Recommend the candidate's employment status (enter into a contract, not enter into a contract or tenure) to the Vice President of Instruction or the Vice President of Student Services, as appropriate.
- H. A copy of the observation from will be given to the evaluatee upon signature of the evaluatee. A copy of the entire evaluation will be given to the evaluatee at the final conference.

II. Ethical Conduct

Members of the Tenure Review Committee have the obligation to use information determined to be factual and accurate. This information should be written documentation or, if verbal, of a recurring nature.

III. CRITERIA FOR EVALUATING CONTRACT FACULTY (TENURE TRACK)

Coast Community College District's objective is to employ individuals with excellent ability, enthusiasm and commitment to our students and the education profession. The District wishes to recommend tenure for faculty who will bring to their department, division and college breadth and depth of knowledge, teaching effectiveness and life experiences that will enrich their disciplines and stimulate learning. Faculty recommended for tenure, therefore, must reflect this standard of excellence in the performance of their faculty responsibilities and their interaction with students and colleagues.

The following criteria are intended to further delineate common areas of performance to be evaluated during the Tenure Review process. The list is not all-inclusive and is not intended to eliminate from consideration additional standards of performance common to the profession.

- A. Excellent performance in teaching and/or in carrying out primary responsibilities for counselors, librarians or special assignment faculty positions as specifically listed in the faculty member's position description, including, but not limited to:

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1. currency and depth of knowledge of teaching field or job duties;
2. proficiency in effectively communicating to students and colleagues;
3. use of methods and materials effective for the student, appropriate to the subject matter, and responsive to the needs of the students;
4. careful attention to effective organizational skills in the classroom or worksite;
5. consistent responsibility in fulfilling official course outline requirements, including course objectives, and maintaining student records;
6. compliance with college requirements, including any departmental agreements; consistent with this bargaining agreement; and
7. appropriate measurement of student progress.

B. Respect for students' rights, needs and opinions by demonstrating:

1. patience, fairness, promptness in the evaluation and discussion of student work;
2. sensitivity and responsiveness to the needs of individual students;
3. maintenance of regular and timely office hours;
4. sensitivity to the diverse ways in which students learn;
5. sensitivity to the differences of students including ethnicity, gender, age, disabilities, and lifestyle; and
6. acknowledgement and defense of the free inquiry of students in the exchange of criticism and ideas.

C. Respect for colleagues and the teaching profession by:

1. acknowledging and defending the free inquiry of colleagues in the exchange of criticism and ideas;
2. recognizing the opinions of others;
3. being objective in their professional judgment of colleagues;
4. acting in accordance with the ethics of the profession and with a sense of personal integrity; and
5. working in a spirit of cooperation to develop and maintain a collegial atmosphere among faculty and staff;
6. demonstrating a commitment to and enthusiasm for the College and the profession; and

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7. exhibiting sensitivity to the differences of colleagues including ethnicity, gender, age, disabilities, and lifestyle.

The following standards are illustrative of the activities expected of permanent faculty. Probationary faculty after their first probationary year are expected to show increasing participation in professional growth activities.

D. Continued professional growth and leadership. Examples include:

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

E. Additional standards of performance common to the profession.

IV. EVALUATION PROCEDURES FOR CONTRACT (TENURE TRACK) FACULTY

Suggested Calendar (See NOTE)

Fall Semester	I.	Orientation
Prior to Week 3	A.	The Division Administrator will schedule an orientation meeting for the Tenure Review Committee members for the purpose of reviewing the evaluation and tenure process, including election of committee chair, explanation of evaluation criteria including any additional criteria as stated in III E as agreed to by the Committee and timelines.
Week 4-5	B.	A meeting of the Committee and the contract faculty member will be held to review the evaluation and tenure process.
Years 2 and 3	II.	Evaluation
	A.	Evaluation of faculty performance by Tenure Review Committee members.
Weeks 5-15 (First visitation)	1.	Each member is required to make at least a one-hour on-site observation in each year of employment. At their discretion, committee members may make any reasonable number of on-site visits.

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Weeks 6-14
(Visitation 2nd, 3rd & 4th years)

2. Tenure Review Committee members will use the established evaluation instrument. (Separate forms for non- classroom teaching assignments shall be developed).

Weeks 8-12

B. Survey of Student Opinions

1. Each college will have student surveys (see Appendix C) as part of the evaluation process for each contract faculty member where appropriate.
2. Student surveys should be administered to at least two classes taught by the contract faculty members.
3. For non-classroom faculty, student surveys must be directly related to the particular faculty member's assignment.

Spring Semester
(See NOTE.)

Week 1

C. Self-evaluation

The contract faculty member shall complete a self-evaluation.

Week 2

D. Other Professional Expectations

1. Evaluation of classroom-related duties such as holding classes, turning in grades, posting and holding office hours, keeping appropriate records, and department/college duties such as attendance at meetings, advising students, etc.
2. Evaluation of participation in collegial governance and campus life, including College or District committees.

Week 2-3

III. Conference, Recommendations and Evaluation Report

- A. Tenure Review Committee reviews all evaluation materials (observation reports, student opinions, self evaluation, other professional expectations) and prepares recommendations for any professional development and, if appropriate, a subsequent year(s) of employment.
- B. Tenure Review Committee meets with contract faculty member and reviews evaluation material and discusses proposed recommendations.
- C. Contract faculty member may respond in writing to the Committee's recommendations.

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By Week 4

- D. Following the conference and the review of all materials deemed necessary by the Committee, an evaluation report with recommendations and including the complete file of the evaluation will be submitted to the Vice President of Instruction (or Vice President of Student Services, as appropriate) with a copy to the evaluatee. The Vice President, after reviewing the file, will recommend to the President of the college continuance of employment with or without a program of professional improvement or discontinuance of employment. The President will rely primarily on the advice of the Tenure Review Committee when making recommendation to the Chancellor. If the President disagrees with the Committee recommendation, the Committee's dissenting recommendation is to be included in writing when a recommendation is presented to the Board of Trustees.

Before March 15 of the second year of evaluation, for rare and compelling reasons the Tenure Review Committee may also request that the granting of tenure be considered by the Accelerated Tenure Review Committee.

NOTE: It is important for Contract (tenure track) faculty hired for the Spring semester to know that the tenure process timeline does not begin until the following Fall semester because of the requirement in the law that states that a faculty member must work at least 75% of a year before it can be counted for tenure purposes.

V. CRITERIA FOR RECOMMENDED EMPLOYMENT STATUS OF CONTRACT FACULTY (Offer and Acceptance of Employment)

A. Employment as a Contract Faculty Member

1. Prior to March 15 of first year of employment, Tenure Review Committee will recommend:
 - a. Enter into a contract for the following academic year with or without a program of professional improvement.

Contract faculty member has strong potential and is making positive instructional impact on students. Recommendations for professional development will be reviewed and implemented the following year.
 - b. Not enter into a contract for the following academic year

Contract faculty member is not meeting the expectations as stated in the criteria for evaluating contract faculty and that continued employment would not be in the best interests of the students.
2. Prior to March 15 of second year of employment, Tenure Review Committee will recommend:

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- a. Enter into a contract for the following two academic years Contract faculty member has strong potential and is making positive instructional impact on students. Recommendations for professional development will be reviewed and implemented the following year.
 - b. Not to enter into a contract for the following academic year

Contract faculty member is not meeting the expectations as stated in the criteria for evaluating contract faculty and that continued employment would not be in the best interests of the students.
3. Prior to March 15 of the fourth year of employment, Tenure Review Committee will recommend:
- a. Confirmation of tenure as a regular employee for all subsequent academic years Contract faculty member is strong in all areas of the evaluation criteria and has demonstrated continual professional growth.
 - b. Not enter into a contract for the following academic year

Contract faculty member is not meeting the expectations as stated in the criteria for evaluating contract faculty and that continued employment would not be in the best interests of the students.

DUE PROCESS & GRIEVANCE

Allegations that the community college district, in a decision to grant tenure, made a negative decision that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied, any of its policies and procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances. Allegations that the community college district in a decision to reappoint a probationary employee violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances. *Education Code, Section 87610.1.*

FACULTY SELF-EVALUATION FORM

Name: _____ **Date** _____

1. Please indicate your current assignment, including courses, workshops, orientations, etc.

2. Please list and evaluate the specific objectives of your current assignment.

3. How have you recently extended your expertise in your discipline? How have you been able to incorporate this new knowledge into your current assignment?

4. What methods of instruction or guidance are you currently using? What techniques have you found to be successful? How do these methods of instruction help the students to learn?

5. What kind of readings do you assign or suggest to students and what is your purpose in assigning or recommending them?

6. How do you evaluate student progress? What tests or other measure do you offer? What are the advantages or disadvantages?

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7. What kinds of critical thinking assignments are required of or recommended to students: By what criteria do you evaluate critical thinking assignments?

8. Assess your interaction with students. Describe the ways in which you encourage communication between yourself and the students.

9. Describe your ability to establish and maintain effective relationships with colleagues.

10. Specify the extent to which you are involved in division or college activities, other than teaching, or other relevant professional activities. Assess your contributions to the activities in which you participate.

11. What specific steps do you plan to take to improve your faculty assignment (i.e., teaching)?

12. What other information would you add to help in this evaluation process?

FACULTY EVALUATION REPORT
(This form must be given to the Evaluatee within seven working days of the observation)

Page 2

_____ Satisfactory

_____ Unsatisfactory

_____ Date of Conference

Remarks by Instructor:

Additional Comments by evaluator(s):

Signature of Evaluatee

Date

Signature of Evaluator

Date

Signature of Evaluator

Date

Signature of Evaluator

Date

Signature of Evaluator

Date

Signature of Evaluator

Date

**COAST COMMUNITY COLLEGE DISTRICT
FACULTY OBSERVATION/EVALUATION REPORT**

(This form must be given to the Evaluatee within seven working days of the observation.)

Counselor

Coastline Community College _____ Golden West College _____ Orange Coast College _____

Faculty Status:

- Categorical
 Contract (Tenure Track)
 Temporary Contract
 50% - 67%

Faculty Name _____

Date of Session _____

Summary of Session Content:

Counseling Assessment	Comments
1. Knowledge of topics discussed.	
2. Ability to present ideas; clarity of explanations.	
3. Ability to assist students in their academic career and personal planning/decision making.	
4. Encouragement of student participation.	
5. Evidence of effective use of time.	
6. Enthusiasm of counselor in relation to content and purpose of the session.	
7. Ability to establish effective rapport to meet student needs.	

**COAST COMMUNITY COLLEGE DISTRICT
FACULTY OBSERVATION/EVALUATION REPORT**

(This form must be given to the Evaluatee within seven working days of the observation.)

Counselor

Page 2

Satisfactory _____

Unsatisfactory _____

Additional comments by evaluator(s):

Remarks by counselor:

My signature acknowledges my receipt of a copy of this document.

Signature of Evaluatee

Date

Signature of Evaluator

Date

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Course Title _____ Instructor _____

SURVEY OF STUDENT OPINION OF TEACHING
--

A. Questions

Item	Above Average	Average	Below Average
IN YOUR OPINION:			
1. How well does the instructor make clear what is expected of you in the course?			
2. How well does the instructor create interest in the subject and transmit enthusiasm?			
3. How well does the instructor help you to understand the subject material?			
4. How well does the instructor answer your questions and get class participation in discussions?			
5. How well does the instructor encourage you to think for yourself?			
6. How well do the examinations reflect important aspects of the course?			
7. How fair is the grading system used in this course?			
8. Is the instructor available for individual consultations? (If your answer is "Below Average", please comment on the supplemental sheet.)			
9. What is the overall effectiveness of this instructor in teaching this course?			

Coast Community College District

Administrator Evaluation of Faculty

Faculty Name _____

Administrator Name _____

Date _____ College: OCC GWC CCC

Division _____

Instructions: Indicate by a check on the appropriate line, the evaluation which in your best judgment describes the performance of the faculty member. Use back for suggestions and explanations as necessary.

Performance Responsibilities

	Satisfactory	Needs to Improve	Unsatisfactory
	Check	Suggestions	Explanation
A. Office Hours			
B. Meets Classes			
C. Final Grades Submitted in Timely Manner			
D. Participates in Department/ Division Activities			

Evaluator Comments and Recommendations (Use back of sheet for additional space)

Administrator's Signature _____

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Evaluatee Response

Signature

Date

Panel Response

Signature

Date

Signature

Date

Signature

Date

Signature

Date

**COAST COMMUNITY COLLEGE DISTRICT
Faculty Evaluation Summary Report**

Coastline Community College _____ Golden West College _____ Orange Coast College _____

Faculty Status

___ Categorical ___ Contract (Tenure Track) ___ Regular ___ Temporary Contract ___ 50% - 67%

Faculty Name

Date of Report

1. Brief description of evaluation procedures; e.g. site observation, conference, written report.

2. Professional Growth activities.

3. Specific areas of professional strength.

4. Suggestions.

5. Summary of Panel Evaluation.

Faculty Evaluation Summary Report **Page two**

6. Panel Recommendation - Check as Appropriate:

Temporary Contract	Contract (Tenure Track)	Regular
Categorical:	<input type="checkbox"/> Enter into Contract	<input type="checkbox"/> Satisfactory
50% - 67%:	<input type="checkbox"/> Enter into Contract with Program of Professional Improvement	<input type="checkbox"/> Unsatisfactory Continuation
<input type="checkbox"/> Would Consider Hiring	<input type="checkbox"/> Do Not Enter Into Contract	<input type="checkbox"/> Unsatisfactory Augmented
<input type="checkbox"/> Would Not Consider Hiring		<input type="checkbox"/> Unsatisfactory

7. Evaluatee's Response:

Evaluatee's Signature

Date

Signature of Evaluation Panel Chair

Area/Division Unit

Signature of Panel Member

Area/Division/Unit

Additional Signatures as Required

Area/Division/Unit

Additional Signatures as Required

Area/Division/Unit

Additional Signatures as Required

Area/Division/Unit

GLOSSARY

Part-time Faculty Member: In this agreement, a faculty member without tenure, nor on tenure track, whose assignment is 50% through 67% of a full load.

Categorical Faculty Member: A faculty member without tenure, nor on tenure track, employed in a program supported by special ("soft") funding.

Contract Faculty Member: A faculty member without tenure, but who is employed in a tenure track position. (Same as probationary faculty member)

Discipline: An area of expertise in which a faculty member is qualified to teach according to the Disciplines List adopted by the Board of Governors of the California Community Colleges.

Division Administrator: The member of the management staff who directly supervises the faculty within an instructional unit(s).

Instructional Unit: An organization unit of each college for instructional and/or other educational purposes.

Permanent Faculty Member: See Regular Faculty Member.

Probationary Faculty Member: See Contract Faculty Member.

Regular Faculty Member: A tenured faculty member employed by the District.

Temporary Contract Faculty member: A faculty member employed by the District for up to two semesters out of any six consecutive semesters.

**DEPARTMENT CHAIR PERFORMANCE REPORT
COAST COMMUNITY COLLEGE DISTRICT**

IUA Name: _____

Date: _____ College: (Circle One) OCC GWC CCC

Division: _____

Check One: _____ First Year Evaluation _____ Two Year Evaluation

Instructions: Indicate by a check on the appropriate line, the evaluation which, in your best judgment, describes the performance of the Department Chair.

	Satisfactory	Needs to Improve	Unsatisfactory
	Check	Suggestions	Explain (more space on back)
A. Communicates with Represented Faculty			
B. Communicates with Dean			
C. Effectiveness			
D. Performance Responsibilities			

Evaluator Comments and Recommendations (Use back of sheet for additional space.)

<p style="text-align: center;">COAST COMMUNITY COLLEGE DISTRICT PROFESSIONAL IMPROVEMENT CREDIT FOR SALARY ADVANCEMENT</p>

GENERAL INFORMATION**I. GUIDELINES FOR GRANTING APPROVAL**

Faculty members requesting credit for work experience; independent study; workshops, seminars, and conferences; lower division course work; job shadowing; job exchange; new assignment; publications; production of educational materials; or professional organization activity, must clearly show in a measurable way how these activities will enhance and improve the faculty member's teaching ability. "Measurable" is defined as documentation of the work to be undertaken and accomplished and its specific application to one's teaching field.

II. CRITERIA FOR GRANTING APPROVAL

1. Requests for approval must be submitted PRIOR to undertaking the work; however, under exceptional circumstances the request for approval may be submitted up to six (6) weeks after the event.
2. All proposals must meet one of the following requirements:
 - a. Augment or enrich an instructor's knowledge and understanding of the subject matter he/she will be teaching or assigned.
 - b. Enhance the instructor's knowledge and understanding of disciplines related to the subject matter that he/she will be teaching or assigned.
 - c. Develop his/her instructional skills.
 - d. Equip the instructor to deal with medical or psychological crises that may occur in the classroom.
 - e. Equip the instructor to deal with the special needs of the handicapped students.
 - f. Equip the instructor to deal with the special needs of any age group, culture, race, etc.

Documentation of the completed work must be submitted to the appropriate college committee in a timely manner. Documentation of the final approved work to qualify a regular faculty member for a column move must be submitted to the appropriate college committee by SEPTEMBER 1 to meet the SEPTEMBER 15 deadline of the District.

III. GUIDELINES FOR INDIVIDUAL PROPOSALS**1. WORK EXPERIENCE**

In addition to the general criteria for granting units for independent study, lower division course work, workshops, seminars, and conferences, work experience is to include the following:

- a. **Nature of Work Experience.**

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1. The work must be directly and adequately supervised by a person with superior knowledge in the field of employment.
2. The firm in which employed must be of such a stature that the employment will enable the instructor to grow in knowledge and experience.
3. Work experience credit will NOT be granted for: i) writing for publications; ii) teaching at any level; iii) employment for duplicating an assignment in the Coast Community College District; iv) work during the applicant's contract year; and v) employment by relatives.
4. In general, work experience credit will NOT be granted for: i) self employment; ii) employment as an independent contractor; iii) work where the applicant is employed and remunerated by the Coast Community College District.

b. Standards for receiving credit.

1. One (1) unit of work experience credit may be granted for each thirty-six (36) clock hours per week of full-time approved employment. One-half unit may be granted for eighteen (18) hours per week. Less than eighteen (18) hours will not be considered.
2. A maximum of eight (8) work experience units may be counted toward salary advancement in any one calendar year.
3. An instructor may not receive more than eight (8) units of work credit of a repetitious nature during subsequent summers. It shall be the responsibility of the reviewing committee and work supervisor to decide whether or not such work is of a repetitious nature.
4. An instructor is eligible to apply for work experience credit after he/she has completed one year of teaching in the Coast Community College District.
5. No more than ten (10) work experience units may be used in moving from one salary column to the next higher column (one-half of the total required units).

2. INDEPENDENT STUDY

In addition to the general criteria for granting units for lower division course work, work experience, workshops, seminars, and conferences, independent study is to include the following:

a. Nature of Independent Study

1. This program enables a faculty member to develop an independent study contract that will increase teaching effectiveness.
2. An explanation of how this experience/study will increase the faculty member's teaching effectiveness; how validation of that study has been completed will be presented; who will evaluate the work for its completeness; and what evidence will be presented that the objectives have been met must be submitted with the application.

b. Standards of receiving credit

1. One (1) unit of credit will be granted for each thirty-six- (36)-clock hours spent on an independent study contract.

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2. A maximum of eight (8) independent study units may be counted toward salary advancement in any one-school year.
3. No more than ten (10) independent study units may be used in moving from one salary scale column to the next higher column (one half of the total required units).
4. The approximate number of hours required for completion must be declared at the time of submission for approval.

3. WORKSHOPS, SEMINARS, AND CONFERENCES

In addition to the general criteria for granting units for work experience, independent study, and lower division course work, workshops, seminars, and conferences are to include the following:

a. Nature of Workshops, Seminars, and Conferences

1. Credit will be given for attendance at scheduled sessions pursued under the auspices of recognized professional organizations or agencies, such as foundations or research organizations, if sufficient value can be substantiated upon application and review.

b. Standards of receiving credit

1. One (1) unit of credit will be granted for each eighteen (18)-clock hours of attendance at scheduled workshops, seminars, or conference sessions. These hours may be accumulated.
2. No more than ten (10) workshop, seminar, and conference hour units may be used in moving from one salary scale column to the next higher column (one half of the total required units)

4. LOWER DIVISION COURSE WORK

In addition to the general criteria for granting units for work experience; independent study; workshops, seminars, and conferences; lower division course work is to include the following:

a. Nature of Lower Division Course Work

1. Full justification that the course work enhances subject matter knowledge in the faculty member's teaching field(s) or newly involved teaching field(s), or as it relates to involving teaching methodology and/or technology as approved by the appropriate administrator is required.

b. Standards for receiving credit

1. Units of credit for salary schedule advancement will be unit-for-unit credit.

IV. ALTERNATIVE METHODS OF PROFESSIONAL DEVELOPMENT

5. JOB SHADOWING

a. Nature of Job Shadowing

1. This program enables a faculty member to observe, evaluate, and work with an expert or professional whose occupation is related to the faculty member's own academic

APPENDIX C

specialization, and must augment or enhance the faculty member's understanding of his/her field.

b. Examples of job shadowing would be as follows:

1. Political Science: A faculty member would sit side-by-side with a city manager in order to follow day-to-day operations in the management of local government affairs.
2. Psychology: A faculty member would observe methods employed by a licensed professional in the field of mental health at an institution such as Fairview Hospital.
3. Science: A faculty member may do field work with experts in private industry who are involved in the practical application of scientific theory. (pharmaceutical firms, solar technology development, etc.)
4. English: A faculty member may observe classroom methods and lecture presentations by other faculty assessing student performance, analyzing with the professor all aspects of student achievement, growth, and classroom participation.
5. Vocational: Interviewing and working in conjunction with a management professional in any of various vocational fields, observing application of new techniques and the latest technical equipment.

c. Job shadowing must relate to a faculty member's assignment objectives and must provide benefit to the students or the district.

d. Standards for Receiving Credit

1. One unit of job shadowing experience credit may be granted for 36 hours of job shadowing performance. One-half unit may be granted for 18 hours. Less than 18 hours will not be considered.
2. The approximate number of hours for completion must be submitted for with the application.
3. A maximum of eight (8) job shadowing units may be counted toward salary advancement in any one year.
4. No more than ten (10) job shadowing units may be used in moving from one salary schedule column to the next higher column.
5. A faculty member may job shadow one or more experts in the process of accumulating hours for credit approval; however, no one expert may be job shadowed for more than 3 units of credit.

6. JOB EXCHANGE

a. Nature of Job Exchange

1. This program enables a faculty member to gain professional credit by exchanging jobs with a person in a teaching or non-teaching position at an outside district agency, public or private, which is related to the faculty member's assignment.
2. The participation in this exchange must be directly related to the faculty member's instructional discipline or assignment.

APPENDIX C

3. This exchange must involve unique and unusual opportunities of benefit to the faculty member, the student, and the college.
4. The person from the outside agency must hold proper credentials necessary to assume the faculty member's position.
5. Salaries need not be exchanged. The faculty member will receive normal salary payments from the District. The outside agency will agree to pay its employee a regular salary.
6. The work of the faculty member must be directly and adequately supervised by a person with superior knowledge in the field of employment.
7. The length of working arrangement will be negotiated, but it must be on a full-time basis (36 hours per week). The approximate number of hours for completion must be submitted for approval with the application.

b. Standards for receiving credit

1. One unit of job exchange credit may be granted for each 36 hours week of full-time approved exchange.
2. A maximum of eight (8) units may be counted toward salary advancement in any one year.
3. No more than ten (10) job exchange units may be used in moving from one salary column to the next.
4. A regular faculty member (See Article II, Section 15) is eligible to apply for job exchange credit after completing four years of full-time teaching in the District.

7. NEW ASSIGNMENT

a. Nature of New Assignment

1. This program is designed to augment or enhance an instructor's knowledge and understanding of the subject matter in courses for which the instructor has not been adequately prepared.
2. All programs must involve unique and unusual opportunities for growth or retraining.
3. This program may also allow instructors to develop instructional skills and materials in a new teaching method.
4. Any faculty member undertaking a new assignment mandated by the college, the district, or by state mandates, would qualify under the above program.

b. Standards for receiving credit

1. One unit of credit will be granted for each 36-clock hours spent on the preparation for a new teaching assignment.
2. A maximum of eight (8) new assignment units may be counted toward salary advancement in any one school year.

APPENDIX C

3. No more than ten (10) new assignment units may be used in moving from one salary column to the next higher column (one-half of the total required units).
4. The approximate number of hours required for completion must be declared at the time of submission for approval.

8. PUBLICATIONS

a. Nature of Publications

1. The work must enhance or augment an instructor's knowledge and understanding in courses taught.
2. Publications include articles of educational value, the presentation of a paper to a professional meeting, the production of works with creative merit (such as literary reviews, articles in professional journals, and other academic writing) as judged by the Committee on Alternative Methods or other professional boards, or syllabi, novels, and textbooks that are not remunerated by the District.
3. Publications that are written as part of an assigned District or College contract by a District grant are excluded from this program.
4. These publications must provide opportunities that are of unique benefit to students and/or other faculty or the college.

b. Standards for receiving credit

1. One (1) unit of credit will be granted for each 36 clock hours spent on the preparation of the work.
2. A maximum of eight (8) publication units may be counted towards salary advancement in any one school year.
3. No more than ten (10) publication or presentation credit units may be used in moving from one salary column to the next higher column.
4. The approximate hours required for completion must be declared at the time of submission for approval.
5. Publication or presentation credits may be accumulated toward reaching any of the maximums.

9. PRODUCTION OF EDUCATIONAL MATERIALS

a. Nature of production of educational materials

1. The process of developing the educational materials should augment or enhance the professional growth of the faculty member. The educational materials such as Power Point presentations and workbooks that are produced must be original creations for classroom use, including large lecture halls or laboratories or other on-campus instructional facilities.
2. The educational materials shall be applicable to the instructional program in the Coast Community College District.

APPENDIX C

3. The work must be of unusual or unique benefit to students, other faculty members, or the District.

b. Standards for receiving credit

1. One (1) unit of credit for salary movement for each 36-clock hours of time spent in the production of the materials.
2. The approximate number of hours required for completion must be declared at the time of submission for approval.
3. A maximum of eight (8) units of credit may be granted for the production of educational materials in any one school year.
4. No more than ten (10) production of educational materials units may be used in moving from one salary column to the next higher column (one-half of the total required units).

10. PROFESSIONAL ORGANIZATION ACTIVITY

a. Nature of Professional Organization Activity

1. This program enables a faculty member who participates in an ongoing leadership role with a professional organization outside the district to gain professional credit.
2. The professional organization must either be related to the general teaching profession or to the discipline in which the faculty member holds an assignment.
3. The leadership role within the organization should be a major one such as president or vice president, chair of a major committee or of a major project.
4. The experience in this leadership role must bring unique or unusual benefits to the students, other faculty, the college or the district.

b. Standards for receiving credit

1. One unit of credit will be granted for each 36 clock-hours of time spent in an on-going leadership role with a professional organization for salary schedule advancement credit.
2. At the time of submission for approval the approximate number of hours required for submission must be declared.
3. A maximum of eight (8) units of credit for professional organization activity may be counted in any one school year.
4. No more than ten (10) professional organization activity units may be used for moving from one salary column to the next higher column (one-half of the total required units).

<h2 style="margin: 0;">COLLEGE IPD/PDI APPEALS PROCEDURE</h2>

If an applicant requesting credit for work experience, independent study, workshops, seminars, conferences, lower division course work, is denied such credit by the College IPD/PDI for failure to meet the established criteria for granting approval, and said applicant desires to appeal the decision, an appeal may be made under the following conditions:

1. Denial of credit by the College IPD/PDI because the applicant failed to meet the requirements for prior approval is not appealable.
2. Denial of credit by the College IPD/PDI because the applicant does not meet any one of the six requirements under the criteria for granting approval and/or because insufficient documentation of the completed work is submitted, the appeals process is as follows:

a. Informal Level

A complaint may, but need not, result in a formal appeal. Before proceeding with a formal appeal, the faculty member shall attempt to resolve the complaint by an informal conference with the chairperson of the College IPD/PDI. The Chairperson shall explain the reasons for denial of approval and suggest ways that the Faculty Member could modify his/her program of professional improvement to meet the established criteria. The Faculty Member who asked for the conference and the chairperson may each have another Faculty Member present.

b. Formal Level

Any complaint that is not resolved at the informal level, as provided in section 2a may be pursued through a formal appeal process in accordance with the procedures:

(1) Level 1

- (a) The appellant shall inform the Chairperson of the College IPD/PDI in writing within ten (10) working days after the informal meeting that he/she wishes to proceed with a formal appeal and the nature of the appeal.
- (b) The Chairperson will convene the appeal committee within five (5) working days after the request is received. The Chairperson will Chair the committee and serve as a non-voting member. The appeal committee shall consist of four (4) voting members as follows:
 - A faculty member chosen by the appellant.
 - The President of the Academic Senate or his/her designee.
 - Two (2) members of the College IPD/PDI appointed by the Chairperson of the College IPD/PDI.
- (c) The appeal committee may elect to take one of the following actions:
 - Concur with the findings of the College IPD/PDI.
 - Find in the appellant's favor.

APPENDIX C

- Suggest remedies that the applicant could follow to meet the criteria for having the program approved.

(2) Level2

- (a) If the appellant is not satisfied with the decision of the committee at Level 1, the appellant may appeal to the District IPD/PDI Appeal Committee.
- (b) The appeal shall be made in writing to the District IPD/PDI Appeal Committee within (10) working days after the appellant receives the decision of the College IPD/PDI
- (c) The decision of the District IPD/PDI Appeal Committee shall be final.

COAST COMMUNITY COLLEGE DISTRICT

SABBATICAL LEAVES

GENERAL INFORMATION

- I. Guidelines for Granting Approval.

Please review Article XVI of the CFE/AFT-CCCD contract to determine eligibility and benefits.
- II. Dates to Remember.
- III. Examples of Forms.
 1. Intent to File for Sabbatical Leave.
 2. Sabbatical Leave Application.
- IV. Sabbatical Leave Ranking Procedure.
- V. College Sabbatical Leave Committee Appeals Procedure.

INTENT TO FILE FOR SABBATICAL LEAVE

Faculty members who wish to apply for a sabbatical leave must submit an **INTENT TO FILE FOR SABBATICAL LEAVE** form by the end of the to second (2nd) week of the Fall Semester prior academic year which the leave is to be taken

NAME: _____ DISCIPLINE: _____
 (please print)

I intend to file for sabbatical leave. Please send me an information packet.

 Signature Date

Note to Applicant: Please review Article XVI, including Appendix of the CFE/AFT – CCCD Contract prior to submitting this form in order to determine eligibility and benefits.

Note to Sabbatical Leave Committee: When the Due date falls on Saturday or Sunday, the due date becomes the following Monday.

SABBATICAL LEAVE -- DATES TO REMEMBER

Friday of the 2 nd week of Fall Semester	Intent to File due
Friday of the 3 rd week of Fall Semester	Applications due
Friday of the 6 th week of Fall Semester	Applications requiring revision will be returned to applicant
Friday of the 8 th week of Fall Semester	Deadline for submission of revised applications
November 2	Acceptable sabbaticals sent to College President
November 9	President requires ranking, request is made of Sabbatical Leave Committee
November 18	Ranking sent to the College President
December 1	President sends sabbaticals to the District
January	Board of Trustees approves sabbaticals

By the end of the first week of the spring semester, the Sabbatical Leave Committee shall notify successful candidates in writing.

Appeals Timeline: Appeals on any action must be filed within 5 working days from the time applicant received notice of action. See Appeals Procedure for details.

SABBATICAL LEAVE APPLICATION

Attach a typewritten copy of your sabbatical leave proposal to this application form and submit both to the chairperson of the College Sabbatical Leave Committee.

NAME OF APPLICANT: _____
 (please print)

PROPOSED DATES OF SABBATICAL LEAVE: _____

PURPOSE: The purpose of a sabbatical leave is to encourage faculty members to pursue professional growth leading to the development of increased competence and the improvement of instruction and/or redirection in their discipline. (AFT/CCCD Article XVI, Section I)

Each College Sabbatical Leave Committee shall review sabbatical leave applications and ascertain if the proposal qualifies in meeting the stated purpose. Unqualified applications will be returned to the applicants with comments for improvement, and applicants will be urged to rewrite and resubmit their proposals. The College Sabbatical Leave Committee shall forward to the college president a list containing all of those faculty whose sabbatical leave applications have met the above purpose.

Ranking of sabbatical leave applicants will be done only when the amount of funds available for sabbatical leaves is not sufficient to send every approved applicant. The ranking system that will be used is attached.

PROPOSAL EVALUATION PROCESS:

A committee of your colleagues will evaluate your sabbatical leave proposal; therefore, it is imperative that it be as complete and clear as possible. Please state as specifically as possible what you are going to do on your sabbatical, how you are going to do it, and what the benefit will be to you.

SALARY ON SABBATICAL:

- a. I elect two equal installments following my return:_____
- b. I will furnish bond in order to receive pay while on leave:_____ (reimbursement of the cost of this bond will be provided upon completion of my required subsequent service)

Upon completion of the leave and within sixty days, a written report describing how the sabbatical experience met the goals of the approved proposal must be submitted to the Sabbatical Leave Committee. After review of the report the Committee Chair will forward the report to the College President for transmittal to the Chancellor and the Board of Trustees.

As a condition of being granted a sabbatical leave, I agree to render a portion of service to the Coast Community College District equal to twice the period of the leave.

SIGNATURE _____ **DATE** _____

SABBATICAL LEAVE RANKING PROCEDURE

The campus sabbatical leave committee shall publish its ranking system based upon criteria listed below.

I. Increased competence (20 points possible)

Applicant must meet at least 2 areas to receive 20 points:

- Language/verbal skills
- Practical, hands-on experience
- Computational/statistical
- Sensory perception
- Technological
- Other factors as identified by the applicant

II. Redirection and/or improvement of instructional services (20 points possible).

Applicant must meet at least 2 areas to receive 20 points:

- Language/verbal skills
- Practical, hands-on experience
- Computational/statistical
- Sensory perception
- Technological
- Other factors as identified by the applicant

III. Exceptional opportunity (10 points possible).

All disciplines shall be considered equal for the purpose of ranking. Anticipated specific experiences should be noted.

IV. Length of service (20 points possible).

To be awarded on a sliding scale based on length of service based on seniority.

1. Applicants are to be ranked according to the length of service time since they were first hired as full-time faculty, or by the length of time since their last sabbatical leave, whichever is the most recent. Those with the longest length of service time are to be given rank over those with less time until all applicants are ranked in a descending order, beginning with the most service time and ending with the least.
2. The "starting date" is to be defined as the official date of hire, as supplied by the District Personnel Office. "Time since previous sabbatical" is counted as beginning with the semester in which the faculty member returns to his/her teaching position from his/her sabbatical leave. Time occurring between split sabbatical leaves is counted as service time and added to the total length of time since the return from sabbatical and the most recent application being considered.
3. In the event two or more faculty members have the same total length of service time (which may result from the same starting dates or same sabbatical dates or a combination of these), they are to be ranked by lots drawn in their presence as well as that of the college president (or his representative), the president of the Academic Senate, and the chairperson of the College Sabbatical Leave Committee.
4. Length of service points will be awarded in descending order, e.g., the applicant with the most length of service will be awarded the most possible points and so on down the scale.

**COLLEGE SABBATICAL LEAVE COMMITTEE
APPEALS PROCEDURE**

Should ranking become necessary, each applicant will receive a copy of his/her ranking sheet(s) providing applicant with his/her score on each criteria and his/her place in rank. A roster of ranking will be available in the Senate Office.

1. If sabbatical leaves are ranked because the amount of money available is not sufficient to send every approved applicant on leave and an applicant desires to appeal his/her ranking, and/or an applicant claims a violation of procedures, the appeals process is as follows:
 - a. Informal Level: A complaint may, but need not, result in a formal appeal. Before proceeding with a formal appeal, the Faculty Member shall attempt to resolve the complaint by an informal conference with the chairman of the College Sabbatical Leave Committee. The chairman shall explain the process used in arriving at the rating of the proposal submitted by the appellant. The faculty member, who has asked for the conference, and the Chairman, may each have another faculty member present.
 - b. Formal Level: Any complaint that is not resolved at the informal level, as provided in Section 1 a. may be pursued through a formal appeal process in accordance with the following procedures:

Level 1.

The appellant shall inform the chairperson of the College Sabbatical Leave Committee in writing within ten (10) working days after the informal meeting that he/she wishes to proceed with a formal appeal and the nature of the appeal.

The chairperson will convene the appeal committee within five (5) working days after the request is received. The chairperson will chair the Appeal Committee and serve as a non-voting member. The Appeal Committee shall consist of four (4) voting members as follows: a faculty member chosen by the appellant, the chairperson of the Academic Senate or his/her designee, and two members of the College Sabbatical Leave Committee; one who ranked the appellant's proposal the lowest for merit. (In the event several persons gave the proposal identical high or low rankings for merit or all persons gave the proposal the same rankings for merit, the chairman of the College Sabbatical Leave Committee shall select the two members to serve from the appropriate group(s).)

The appeal committee may elect to take one of the following actions: (1) agree with College Sabbatical Leave Committee's recommendation; (2) reconsider application by reviewing application for purpose of computing new ranking score; and (3) Make a specific recommendation to remedy violation of procedure.

NOTE: An appeal that results in a proposal being evaluated at a higher score and if the new score is higher than the score of any faculty member who has been granted a sabbatical, the proposal will be forwarded to the College President with the recommendation for funding. If the proposal cannot be funded that proposal will be given first priority for the next year. If several appeals qualify because the appeals committee grants them higher scores and the proposals cannot be funded, the proposals shall be given rank order on their new scores and that order shall have precedent over new or resubmitted proposals for the next year.

Under no circumstance will an appeal replace a funded sabbatical leave.

DOCKET NUMBER _____
Date: _____

College: _____

COAST FEDERATION OF EDUCATORS, AFT LOCAL 1911
GRIEVANCE

Please be advised that the Grievance for: _____

Informal Level: Date: _____

 Response Date: _____

 Response Date: _____

CFE/AFT Local 1911 is authorized to file this grievance: YES _____ NO _____

IS HEREBY FILED AT:

_____ Level I – Immediate Supervisor

_____ Level II – College Grievance Officer

_____ Level III – Vice Chancellor for Human Resources

_____ Level IV – Arbitration

Federation Grievance Officer : _____

REASON FOR GRIEVANCE: _____

APPENDIX E

DOCKET NUMBER _____

Date: _____

College: _____

Article _____ Section _____ of the CFE/AFT Agreement provides that if the District fails to respond to the grievance within the specified time limits, the Grievant may proceed to the next level.

For the above reasons, and based upon all evidence and written or oral argument which may be presented in future proceedings, it is the position of the Coast Federation of Educators/AFT that the District continues to be in violation of the Agreement.

Coast Federation of Educators/AFT Grievance Officer

AT ALL LEVELS EXCEPT ARBITRATION, YOU HAVE TEN (10) DAYS AFTER RECEIPT OF THIS FORMAL APPEAL TO GIVE THE GRIEVANT YOUR DECISION IN WRITING. IN ADDITION, PLEASE SEND ONE COPY OF YOUR DECISION TO THE FEDERATION.

ALL RESPONSES SHOULD BE ADDRESSED TO: "CFE/AFT" - AT OCC.

COAST
COMMUNITY
COLLEGES

MEMORANDUM

VICE CHANCELLOR
FOR HUMAN RESOURCES

TO: KRISTINA BRUNING - CFE PRESIDENT

FROM: John D. Renley, Ed.D.
Vice Chancellor for Human Resources

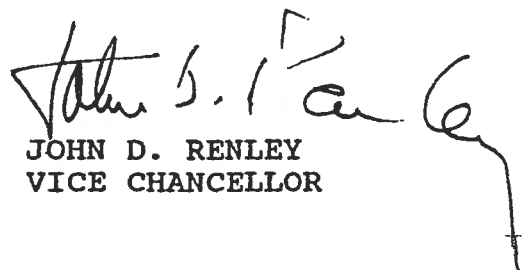
DATE: JUNE 5, 1996

SUBJECT: ACADEMIC PRESIDENTS SUMMER COMPENSATION

IF THE DISTRICT OFFERS AN ASSIGNMENT TO THE PRESIDENTS OF THE ACADEMIC SENATE DURING THE SUMMER OF ANY YEAR, THE CFE AND THE DISTRICT AGREE THAT THE HOURLY COMPENSATION SHALL BE THE 1/1000 HOURLY SALARY IN WHICH THE PRESIDENT EARNS DURING THE REGULAR YEAR PRECEEDING THE YEAR OF THE ASSIGNMENT. THIS IS WOULD BE ON A VOLUNTARY BASIS AND WOULD NOT BE REQUIRED. THIS ASSIGNMENT COULD BE SPLIT BETWEEN THE PRESIDENTS OF EACH COLLEGE.

THIS IS A CLARIFICATION REGARDING THE COMPENSATION PAID FOR THE ASSIGNMENT.


KRISTINA BRUNING
PRESIDENT CFE

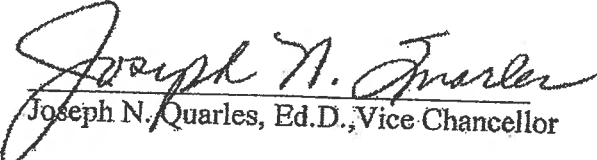

JOHN D. RENLEY
VICE CHANCELLOR

**Memorandum of Understanding
Between
Coast Community College District
And
Coast Federation of Educators (CFE) AFT Local 1911**

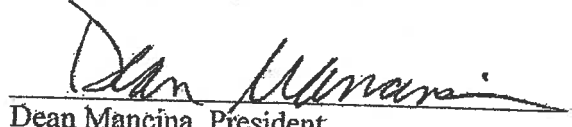
The purpose of this memorandum is to specify that faculty special overload service performed as a reader/grader for the purpose of students writing/testing out of courses or prerequisite courses shall be compensated at the Miscellaneous Non-Instructional Rate (Article XIII Section 12 d). If the work occurs on a day other than the faculty member's contracted days a four-hour minimum rate will be paid (Article XIII Section 15). This change will be effective 1 January 2007.

DATE: 14 December 2006

COAST COMMUNITY
COLLEGE DISTRICT


Joseph N. Quarles, Ed.D., Vice Chancellor

COAST FEDERATION OF EDUCATORS
CFE/AFT LOCAL 1911


Dean Mancina, President

**Coast Community College District
And
Coast Federation of Educators/American
Federation of Teachers Local 1911**

Memorandum of Understanding

It is understood by both parties that every effort will be made to ensure that methods for reporting faculty absences are consistent and fair. Toward that end, the following provisions will apply for a newly agreed upon absence reporting system:

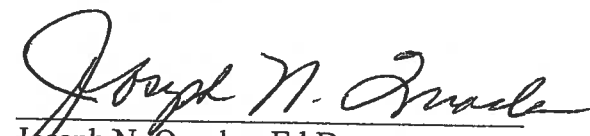
- Faculty Members are responsible for reviewing and signing their own absence reports.
- The faculty workweek is technically 40 hours over a five duty day period (this contractually includes teaching time, office hours, required meetings, committee work, etc.)
- A faculty workweek in terms of absences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

* **Exception:** Faculty members in assignments earning 8 hours of sick leave per day, will have absences deducted at the rate of 8 hours per day (40 hours per week).

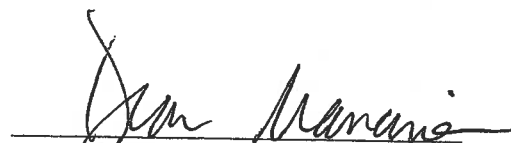
The guidelines will be shared with every division office and will also be passed out to faculty members when they are completing absence forms.

This new process will be viewed as a pilot and will be reassessed for effectiveness at the end of the Fall 2008 Semester. If deemed an ineffective method by either party, the agreement will sunset at that time.

Signed and dated:



Joseph N. Quarles, Ed.D.
Vice Chancellor, Human Resources



Dean Mancina
President, CFE/AFT Local 1911

10/9/08
Date

10/9/08
Date

Note: Still applicable during this agreement.

FULL-TIME FACULTY ABSENCE REPORTING

It is the responsibility of all employees to accurately and consistently report absences. While work weeks for all employees are 40 hours – typically a 5-duty day week – based on STRS calculations, full-time faculty absences (with minor exceptions*) will be reported on a schedule as follows:

**FULL-TIME FACULTY...6 HOURS A DAY
 COUNSELORS.....6 HOURS A DAY
 LIBRARIANS.....6 HOURS A DAY
 (5 duty days = 30 Hours per week)**

*** Exception:** Faculty members in assignments earning 8 hours of sick leave per day, will have absences deducted at the rate of 8 hours per day (40 hours per week).

The following information is provided to aid completion of absence forms:

1. Name: as it appears on Social Security card
2. Location: indicate Campus, Division or Department
3. Employee ID: Please provide Employee ID No. **Only**
4. Reason: see back of absence form for explanation(s)
5. Number of Hours: absence must be reported in hours and minutes, rounding in 30 minute increments (see chart below).
6. List Per Day: Dates of absences w/number of hours per date
7. **Note:** Faculty overload, summer, and intersession *are accrued in a separate bank.* Those absences are also reported as hours. *Note: A day's absence during which regular classes and overload classes are taught, will result in deductions from both banks, given that the sick-leave accrual occurs in both banks.*

Full Duty Days Missed
All full day absences will be deducted at the rate of 6 hours.
<i>Whether the faculty member is to be on campus for only 1 hour or 12 hours, the absence will be considered the loss of the full day = 6 hours.</i>
All full week absences will be deducted as 5 days (a deduction of 30 hours).

If Absent for a Portion of the Day (on campus part of the day) Late or Partial Day absences will be calculated and deducted in 30-minute increments		
1 minute to 30 mins	report	30 minutes
31 mins to 1 hour	report	1 hour
1 hr 1 min to 1 hr 30 mins	report	1 hour 30 mins
1 hr 31 mins to 2 hrs	report	2 hours
2hrs 1 min to 2 hrs 30 mins	report	2 hrs 30 mins
2hrs 31 mins to 3 hrs	report	3 hours
3hrs 1 min to 3 hrs 30 mins	report	3 hrs 30 mins
3hrs 31 mins to 4 hrs	report	4 hours
4hrs 1 min to 4 hrs 30 mins	report	4 hrs 30 mins
4hrs 31 mins to 5 hrs	report	5 hours
5hrs 1 min to 5 hrs 30 mins	report	5 hrs 30 mins
5hrs 31 mins to 6 hrs +	report	6 hours

8. Death in the Family/Bereavement: identify family relationship and distance traveled
9. Jury Duty: attach court receipt
10. Other: i.e. administrative leave
11. With or Without Pay: marked by Administrator/Dean
12. **Signature:** Faculty Member and Administrator/Dean

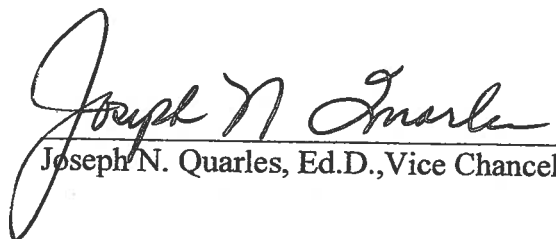
Additional Note: Disability Leave is calculated using the full year's duty day calendar (87 days/fall; 88 days/spring).

**Memorandum of Understanding
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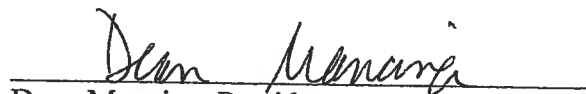
The Coast Federation of Educators and the Coast Community College District do hereby agree to amend Article XIII – Compensation as follows: Faculty Members who qualify for the Doctoral Stipend on the Full-Time Faculty Salary Schedules shall automatically be initially placed on Column/Scale V of the AA and QQ salary schedules, effective upon the signing of this MOU.

DATE: 6/2/09

COAST COMMUNITY
COLLEGE DISTRICT


Joseph N. Quarles, Ed.D., Vice Chancellor

COAST FEDERATION OF EDUCATORS
CFE/AFT LOCAL 1911


Dean Mancina, President

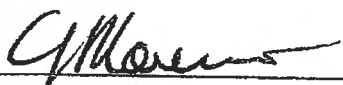
MEMORANDUM OF UNDERSTANDING

**Coast Community College District
and
Coast Federation Of Educators
American Federation Of Teachers
Local 1911**


This side letter amends the parties' Agreement by adding the following language to the end of Article XIII Compensation, Section 22, regarding faculty compensation:

The Federation and the District understand and agree to the terms and conditions set forth in Board Agenda Item No. 4.10 for the June 17, 2009 Meeting regarding Salary Schedules (see attached) using the 0% cost-of-living-adjustment ("COLA") allocated to the California Community Colleges by the California Legislature for fiscal years 2008-2009 and 2009-2010.

If the State COLA make-up is retroactive, such compensation will be promptly distributed to Federation faculty via an adjustment to the salary schedules and to their paychecks within 90 days of the District's receipt of those dollars. If such make-up occurs in the summer, the adjustment will be made to the August paycheck.



Jim Moreno
President
Board of Trustees
Coast Community College District



Dean Mancina
President
Coast Federation of Educators, Local
1911/American Federation of
Teachers

6/17/09

Date

6/17/09

Date

MEMORANDUM OF UNDERSTANDING
Between
Coast Community College District
And
Coast Federation of Educators/American Federation of
Teachers (CFE/AFT) Local 1911


REHIRE CONSIDERATION FOR RETIRING/RESIGNING FULL-TIME
FACULTY FOR THE PERIOD OF DECEMBER 8, 2009 THRU JUNE 30, 2010

This is a Memorandum of Understanding (MOU) between the Coast Federation of Educators/American Federation of Teachers (CFE/AFT), Local 1911 and the Coast Community College District. Both parties agree to the following:

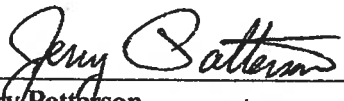
Retired/Resigning faculty to be given consideration for part-time assignment(s) (minimum 3 LHE) for each Fall and Spring semester for three years following retirement/resignation subject to the Coast Community College Association (CCCA) or the Coast Federation of Educators (CFE) Collective Bargaining Agreements. Such consideration for assignment will be subordinate to other part-time faculty members who have contractual rights for first consideration of assignment.

COAST FEDERATION OF
EDUCATORS, AFT LOCAL 1911

COAST COMMUNITY
COLLEGE DISTRICT



Dean Mancina
President



Jerry Patterson
President, Board of Trustees

Date: 12/17/09

Date: 12-18-09

**Memorandum of Understanding
Between
Coast Community College District
And
Coast Federation of Educators (CFE) AFT Local 1911**

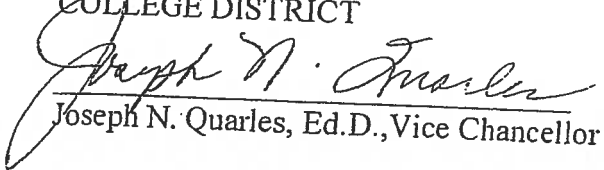
**Amendment of Article VIII "Evaluation of Faculty Members"
Regarding the Evaluation of Distance Learning Instruction**

The following language amends the current language of Article VIII of the collective bargaining agreement (pages 9-15 of the current contract):

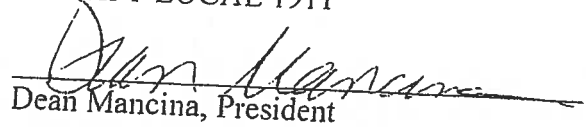
In recognition of the belief that distance learning instruction has delivery aspects that may be different from traditional site-based instruction, the Coast Federation of Educators and the Coast Community College District agree that the faculty evaluation process should reflect this. Appendix B of the collective bargaining agreement provides forms to be utilized in the evaluation process. This memorandum allows for the "Distance Learning Faculty Evaluation Report" form to be included with the other forms in Appendix B. The "Distance Learning Faculty Evaluation Report" (attached) provides supplemental guidance (above and beyond that provided on the "Faculty Evaluation Report" form) designed specifically for the evaluation of distance learning instruction.

DATE: 3/4/10

COAST COMMUNITY
COLLEGE DISTRICT


Joseph N. Quarles, Ed.D., Vice Chancellor

COAST FEDERATION OF EDUCATORS
CFE/AFT LOCAL 1911


Dean Mancina, President

DISTANCE LEARNING FACULTY EVALUATION REPORT
 (This form must be given to the Evaluatee within seven working days of the observation)

Coastline Community College ____ Golden West College ____ Orange Coast College ____

Faculty Status:

____ Categorical ____ Contract ____ Regular ____ Temporary Contract
 (Tenure Track)

Faculty Name _____

Course Title _____

Date of Visit _____

Description of course _____

Instructional Assessment	Comments
1. Knowledge of subject.	_____ _____ _____
2. Ability to present ideas; clarity of explanations. <i>a. Is it easy to find specific items in the course site?</i> <i>b. Are pages easy to read?</i> <i>c. Are links current and functional?</i> <i>d. How effectively is instructional content presented?</i>	_____ _____ _____ _____
3. Use of instructional techniques and aids which stimulate class interest and meet student needs. <i>a. Does the website contain any interactive learning activities?</i> <i>b. Are there multiple ways for students to gain understanding of the material?</i>	_____ _____ _____ _____
4. Encouragement of student participation. <i>a. Are discussion groups and group assignments available for student interaction?</i> <i>b. How are students encouraged to interact with instructor?</i>	_____ _____ _____ _____
5. Preparation for class and organization of material consistent with approved course outline. <i>a. Are all course outcomes covered?</i> <i>b. Is the amount and distribution of assignments well thought out and clearly posted?</i>	_____ _____ _____ _____
6. Evidence of effective class time management. <i>a. Does the syllabus and course organization provide enough structure for students?</i> <i>b. Are due dates clearly listed in advance?</i> <i>c. Are assignments and activities reasonable in the stated deadlines?</i>	_____ _____ _____ _____
7. Enthusiasm of instructor in relationship to content and purpose of the instruction. <i>a. Does the instructor respond in a timely manner?</i> <i>b. Does the instructor give relevant and helpful feedback?</i> <i>c. How is instructional material presented?</i> <i>d. How does instructor communicate with students?</i>	_____ _____ _____ _____
8. Instructor's adaptability of teaching methods to learning needs of students. <i>a. Are auditory, visual, & interactive tools available and easily accessible?</i> <i>b. Is there evidence that the instructor has addressed multiple learning styles?</i>	_____ _____ _____ _____

MEMORANDUM OF UNDERSTANDING

Between
 Coast Community College District
 and
 Coast Federation of Educators, American Federation of Teachers, Local 1911

The following language replaces the current language in Article XIII, Section 10 (page 39 of the current contract), as follows:

Section 10. 221-Day Faculty Contracts. Beginning July 1, 2009, the nine Faculty Members whose individual contracts previously provided for twelve month employment shall annually work a 221-day duty year assignment. Such Faculty Members shall be compensated for additional days beyond the 175-day contract (Schedule A) based on the contract daily rate for two-semester faculty. Faculty Members whose individual contracts provide for more than two semesters but less twelve months of service will have their compensation prorated accordingly. Duty days for Faculty Members on more than two semester contracts will be in accordance with the Board-adopted calendar for such assignments. Faculty Members whose contracts exceed two semesters will receive holidays provided by the Board-adopted calendar.

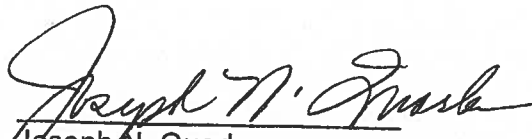
The normal duty week, as defined by Article XI, Section 1(a)(1), shall be reduced proportionately by assigned teaching load. If appropriate to work demands and based on agreement of the Faculty Member and the appropriate supervisor, a Faculty Member may work a flexible schedule, altering hours based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

Other relevant sections of the bargaining unit agreement will continue to apply (excluding references to vacation). Faculty Members transitioning from the 241 duty-day year to the 221 duty-day year who have accrued vacation days shall make every effort to use those days carried forward no later than June 30, 2012. Excess days remaining on July 1, 2012, or upon the time of retirement (whichever comes first), will be paid out in a lump sum to the Faculty Member.

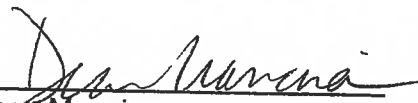
Finally, regarding these nine positions, upon the current Faculty Members' retirement or resignation, the District reserves the right to change the number of contract days for these positions

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

The effective date of this MOU is July 1, 2009.



Joseph N. Quarles
Vice Chancellor, Human Resources



Dean Mancina
President, CFE/AFT Local 1911

4/5/10
Date

4/5/10
Date

**Memorandum of Understanding
Between
Coast Community College District
And
Coast Federation of Educators (CFE) AFT Local 1911**

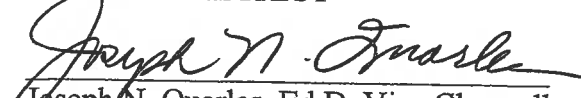
Regarding RN Faculty clinical shifts exceeding nine hours:

At the requirement of the hospitals providing student nursing clinical placements, it is agreed between the Federation and the District that Golden West College Nursing Faculty on site assignments can exceed 9 hours with a maximum of 13 hours on any one day. For shifts exceeding 9 hours, the following conditions will apply:

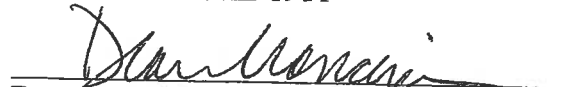
1. Each shift will include a 1/2-hour paid lunch period and two 15-minute paid breaks.
2. **Unless otherwise agreed to by both the faculty member and management**, at least 12 hours will elapse between the end of the shift and the start of the assignment for the following day.
3. **The minimum 12 hour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

DATE: 4/5/10

COAST COMMUNITY
COLLEGE DISTRICT


Joseph N. Quarles, Ed.D., Vice Chancellor

COAST FEDERATION OF EDUCATORS
CFE/AFT LOCAL 1911


Dean Mancina, President

CALIFORNIA ED CODE

WAIS Document Retrieval

87470. (a) (1) The governing board of a community college district may employ academic employees, including educational administrators in programs and projects to perform services conducted under contract with public or private agencies, or other categorically funded projects of indeterminate duration under terms and conditions mutually agreed upon by the employee and the governing board. The agreement shall be reduced to writing.

(2) Service pursuant to this section shall not be included in computing the service required as a prerequisite to attainment of, *or eligibility to, classification as a regular employee of a community college district unless both of the following occur:

(A) The person has served as a faculty member pursuant to this section for at least 75 percent of the number of days in regular schools of the district by which he or she is employed are maintained.

(B) The person is subsequently employed as a contract employee in a faculty position.

(3) Persons may be employed for periods that are less than a full college year, and may be terminated at the expiration of the contractor specially funded project without regard to other requirements of this code respecting the termination of contract or regular employees.

(b) This section shall not be construed to apply to any faculty member who has been employed in the regular educational programs of the district as a contract employee before being subsequently assigned to any one of these programs, nor shall it apply to those employees employed in programs operated pursuant to, or funded pursuant to, Article 8 (commencing with Section 69640) of Chapter 2 of Part 42, or Section 84850.

(c) Notwithstanding any other provision of law, upon termination or expiration of employment under this section, a person employed as an educational administrator shall not be entitled to the rights set forth in Section 87458 unless those rights are provided pursuant to his or her contract of employment.

Memorandum of Understanding
Between
Coast Community College District
And
Coast Federation of Educators (CFE) AFT Local 1911


Article XII, Section 13 (b) of the collective bargaining agreement currently reads in part:

If the compilation of a contract load results in more than 15 LHE, that overload will not count as a turn in this selection process, however the overload LHE will count towards maximum overload as indicated in Article XI, Section 3(d).

There have been unusual loading situations that have occurred allowing an individual Faculty Member to receive a base assignment of up to 20 LHE without falling to the bottom of the overload wheel. This is contrary to the original intent of Article XII, Section 13 (b). To address this, the following will replace the above-cited language in Article XII, Section 13 (b):

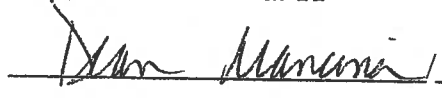
If the compilation of a contract load results in an assignment of more than 15 LHE but less than 18 LHE, that overload will not count as a turn in the overload selection process. If the compilation of a contract load results in an assignment of 18 LHE or more, that overload will count as a turn in the overload selection process. In either case the overload LHE will count towards overload assignments as indicated in Article XI, Section 3(d).

COAST COMMUNITY
COLLEGE DISTRICT

 2/16/11

Deborah D. Hirsh
Vice Chancellor, Human Resources

COAST FEDERATION OF EDUCATORS
CFE/AFT LOCAL 1911

 2/16/11

Dean Mancina
President, CFE/AFT Local 1911

COAST BOARD of TRUSTEES


 2/16/11

Jerry Patterson
President, Board of Trustees

Memorandum of Understanding
between
Coast Community College District
and
Coast Federation of Educators (CFE) AFT Local 1911

The Federation and the District hereby agree that throughout the negotiation of the successor collective bargaining agreement, the Federation will be allocated an additional 1.0 Full-time Equivalent ("F.T.E.") faculty reassigned time for the Fall 2010 and Spring 2011 semesters for the purpose of negotiations. This reassigned time is in addition to the Federation referenced in Article V, Rights of the Federation, Section 14 Federation Leaves.


COAST FEDERATION OF EDUCATORS
CFE/AFT LOCAL 1911



Dean Mancina
President

DATE: March 25, 2011

COAST COMMUNITY COLLEGE DISTRICT



Debo irsh
Vice Chancellor, Human Resources

DATE: March 25, 2011

COAST COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES



Jerry Patterson
President

DATE: ^{April} ~~March~~ 6, 2011

*Note: This MOU now applies to the Fall 2011 and Spring 2012 semesters.

**Memorandum of Understanding
Between
Coast Community College District
And
Coast Federation of Educators (CFE) AFT Local 1911**

The following language relates to Article XVIII Retirement, Section 3. Retirement Incentives.

This program is available to STRS and PERS full-time Faculty Members who elect to resign or retire at the end of the Fall 2011 or Spring 2012 semester. (Note: Faculty Members considering mid-year retirement {e.g., December 2011} should contact STRS or PERS directly regarding potential implications.)

To participate in this incentive, eligible full-time Faculty Members must submit a letter of resignation or retirement to the Vice Chancellor of Human Resources no later than Monday, October 3, 2011. The letter must include the specific date of retirement (between December 16, 2011 and June 30, 2012). Such letter is only revocable in writing through November 30, 2011.

Each participating Faculty Member ("Participant") will receive \$15,000. Such payment will be made in a lump sum or in three equal annual payments as chosen by the Participant. For all Participants, payment(s) shall commence on or about July 31, 2012.


For the Fall 2012, Spring 2013, and Fall 2013 semesters, Participants shall have first right of refusal, for a minimum of 3 LHE instructional assignments per semester at their home college for classes that they have taught in their final academic year as a full-time faculty member, after full-time Faculty Member load and overload scheduling has been completed and prior to all other part-time faculty scheduling. Participants interested in returning under this provision shall make their interests known to the College within the first three weeks of the semester prior to the semester they wish to work.

Participants will receive District retiree benefits, as specified under the current CFE collective bargaining agreement.

A number of full-time, tenure-track Faculty Members equal to the number of Participants will be hired by the District to begin no later than the first day of the Fall semester, 2012.

If an agreement exists that bargaining units essentially will "contribute" dollars to balance the District's annual budget, the annual savings each year (the total Participants' compensation minus the total replacement Faculty Members' compensation less the incentive payout for that year, if applicable) will be "credited" as part of CFE's "contribution" to the annual balancing of the budget.

COAST FEDERATION OF EDUCATORS
CFE/AFT LOCAL 1911



Dean Mancina, President

DATE: 6/3/11

COAST COMMUNITY COLLEGE DISTRICT



Deborah Hirsh, Vice Chancellor Human Resources

DATE: May 24, 2011

COAST COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES



Jerry Patterson, President

DATE: 5/18/11

5/24/11 revision

Weingarten Notice

Administrator's statement of the issue:

ADVISORY: In this meeting, the District believes that there is a possibility that you may be asked questions which could result in disciplinary action(s) taken against you, or a written reprimand being issued. The District and CFE have negotiated that you have the following rights, also known as Expanded Weingarten Rights:

1. You have the right to request union representation before or during this meeting. You cannot be punished for making this request.
2. If you make the request for union representation, the District must choose from among the options as follows:
 - a. Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with you; or
 - b. Grant the request and reschedule the meeting when a union representative may be present; or
 - c. Deny the request and end the interview immediately, or
 - d. Offer you the option to waive your rights and have the interview without union representation.
3. If the District denies the request for union representation and continues to ask you questions, you have the right to refuse to answer. The District may not discipline you for such a refusal.

***The Faculty Member requests ONE of the following actions (Check and sign where appropriate):**

_____ I wish to have a union representative attend this meeting.

Faculty Member's Signature

Date

_____ I wish to WAIVE my right to have a union representative attend this meeting and the meeting may proceed without any union representation.

Faculty Member's Signature

Date

***NOTICE:** THE ADMINISTRATOR WILL NOT ADVISE THE FACULTY MEMBER REGARDING HOW TO COMPLETE THIS FORM. IF THE FACULTY MEMBER FAILS TO COMPLETE AND SIGN THE ABOVE SECTION, THIS MEETING MAY CONTINUE WITHOUT UNION REPRESENTATION.

Note by Administrator: Faculty Member failed to select an option or sign this document.

Date: _____ Administrator's Signature: _____

Faculty Member authorizes a copy of this Notice to be sent to Coast Federation of Educators: ___yes ___no
Additionally, the Faculty Member has received a copy of this Notice and acknowledges same by signing on this date:

Faculty Member's Signature

Date

Administrator's Signature

Date

COAST COMMUNITY COLLEGE DISTRICT
 AND
 COAST FEDERATION OF EDUCATORS/AMERICAN FEDERATION OF TEACHERS
 LOCAL 1911

MEMORANDUM OF UNDERSTANDING

Faculty Coordinator Positions

The purpose of this Side Letter is to clarify and amend Article X, Academic Relations, and Article XI, Hours of Service, regarding Coordinator and Assistant Coordinator positions, which are not specifically described in our agreement.

The District may utilize Faculty Members as Coordinators. The District shall request the Academic Senate of the appropriate campus to announce and conduct elections for such positions. The Requirements to Serve, Election Procedures, Evaluation Procedures, Terms of Service, and handling of Vacancies shall be in accordance with the same procedures established for Instructional Unit Assistants. (Article X, Section 4)

Prior to delivering to the Academic Senate a request of an election, the Dean shall distribute to all Faculty Members in the instructional unit a list of the primary administrative duties required. That announcement shall include the released time and/or additional compensation to be provided for the performance of those duties (See Article XI, Section 17). A copy of the list of primary administrative duties and release time and/or additional compensation shall be provided to the Federation at the same time as provided to the Academic Senate, and shall be attached to all copies of this Side Letter.

At the time of this Side Letter, the established positions are:

- Cosmetology Coordinator (GWC)
- Learning Resources Coordinator (GWC)
- Nursing Director (GWC)
- Assistant Nursing Director (GWC)

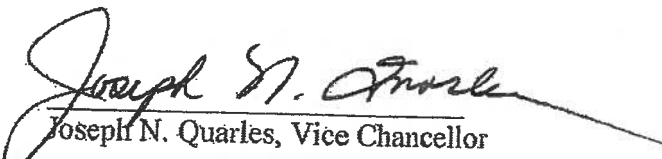
This list does not preclude additional Coordinator positions that may be established prior to the end date of our agreement, June 30, 2008.

DATE: 12/15/05

COAST FEDERATION OF EDUCATORS,
 AFT LOCAL 1911

COAST COMMUNITY
 COLLEGE DISTRICT


 Dean Mancina, President


 Joseph N. Quarles, Vice Chancellor

GWC Cosmetology Coordinator Description of Duties and Responsibilities

Under the direction of the Division Dean, the Cosmetology Faculty Coordinator provides non-supervisory support to the Cosmetology program as an information and facilitation resource. Any Cosmetology Department issues or concerns that have administrative implications or need administrative response or action are to be referred to the Division Dean. The Cosmetology Coordinator performs the following:

1. Assists the Division Dean with:
 - Preparation of faculty load sheets
 - Interviewing, selection, and evaluation of faculty as per district policies and union collective bargaining unit agreements
 - Development, monitoring, and implementation of the program budget including regular district, special project, or grand funds with consultation from the department chair, faculty, and classified staff.
 - Identifying appropriate substitute faculty and staff to meet department needs.
 - Preparation of program reports as requested or required by the district.
 - Faculty scheduling, revisions of class schedules, and annual catalogs.
 - Professional development activities related to faculty and classified work.

2. Coordination of:
 - Publicity of program on campus and in the surrounding community.
 - Textbook order forms and lists of required and recommended textbooks.
 - Daily flow of activities related to the department operation that involves faculty, students, classified staff, and clients used for student operations.
 - Liaison for assessment testing and special students registration
 - Representatives to attend meetings for the certifying agency for Cosmetology as well as professional organizations to effect program maintenance as needed.

3. Participates on colleges committees as designated or appropriate.

4. Co-chair department meetings with Department Chair, which may be called as often as needed and necessary to effect positive improvement in the operations and activities of the department.

GWC Library Coordinator
Description of Duties
 9 LHE (6 LHE Release/ 3 LHE Stipend)

Under the direction of the Division Dean, the Library Faculty Coordinator provides non-supervisory support to the Library as an information and facilitation resource. Any Library Department issues or concerns that have administrative implications or need administrative response or action are to be referred to the Division Dean. The Library Coordinator performs the following:

1. Scheduling and Coordination
 - Coordinate and direct the daily workflow of support staff
2. Budgeting.
 - Work closely with the Classified Division Area Coordinator and Technical Services Librarian to monitor library budgets and grants
 - Evaluate the library budget and make recommendations to the Dean
 - Assist in recommendations for the purchase and repair of equipment
 - Coordinate and review allocations of budget categories and expenditures for the library with the Dean and Division Area Coordinator
 - Responsible, along with Technical Services Librarian, for first level of oversight for operational accounts
 - Work with faculty and the Division Dean to prepare grant proposals and applications
3. Reports
 - Coordinate, develop, and draft on-campus reports such as Program Review, Accreditation, and campus surveys
 - Coordinate completion of external reports and surveys such as the Library Technology Plan, library surveys, and accreditation reports
 - Respond to surveys and outside requests for information
4. Department Coordination
 - Meet with the classified staff to communicate about departmental issues
 - Chair library staff meetings
 - Co-chair combined classified and faculty meetings with dean.
 - Meet and work closely with Chair
 - Meet with the Division Dean, weekly
 - Coordination and planning with the Dean and Chair
 - Review and make recommendations about library trends and technology
 - Work with the Dean and Chair in hiring processes
 - Promote library classes and programs on campus and within the community
5. Representation
 - IPT
 - Off-campus meetings, as the library representative
 - Coordinate completion of reports with the Dean

GWC Library Coordinator
Description of Duties
9 LHE (6 LHE Release/ 3 LHE Stipend)

6. Other

- First line contact for resolving student complaints
- Attend professional meetings and conferences
- Assist with college events
- Meet with Division Area Coordinator
- Work with Chair and direct the activities in the Chair's absence

GWC Nursing Director Responsibilities

The Director of the Nursing Program guides and coordinates the Registered Nursing Program. The Director shall have a Master's or higher degree from an accredited college or university, which includes coursework in nursing, education or administration. In addition, the following must be included: 1) a minimum of one year's experience in an administrative position; 2) a minimum of two years experience teaching in pre- or post-licensure nursing programs; 3) at least one year's experience as a Registered Nurse providing direct patient care of equivalent experience and/or education as determined by the California Board of Registered Nursing.

The Director of the Nursing Program shall have the following responsibilities:

I. Administrative Duties

- A. The Director must qualify for authorization by state agencies to ensure that the Nursing Program is properly supervised in compliance with the requirements of Title XVI of the State Education Code and other state regulations.
- B. Develop, coordinate, and maintain all contractual agreements for the Nursing Program between the College, the District, and those public and private agencies which provide clinical and practicum experiences for students.
- C. Direct and supervise activities and reports for state and national agencies that require or provide special accreditation for the Nursing Program.
- D. Hold primary responsibility for facilitating special funding projects and grants for the nursing program.
- E. Participate in the preparation and management of the budget assigned to the Nursing Program.
- F. Coordinate the preparation of the BRN and NLN accreditation as well as other self-study reports.
- G. Identify research needs to support and foster excellence in the Nursing Program.
- H. Assist the Dean in hiring and coordinating faculty, classified staff, and student assistants.
 1. Review minimum qualifications and equivalencies.
 2. Participate in the hiring process of applicants.
 3. Assist in day-to-day scheduling and coordination of the program.
- I. Prepare and publish Nursing Department meeting agendas and minutes as well as conduct department meetings.

GWC Nursing Director Responsibilities

- J. Appraise the Dean monthly of Department meeting outcomes.
- K. Participate in the evaluation of full-time and part-time faculty.
- L. Consult and assist in the coordination of shared resources with the Psychiatric Tech Program.

II. Curriculum

- A. Encourage and assist in the development and modification of curricula related to the Nursing Program.
- B. Serve as a voting member of the Department Curriculum Committee.

III. Faculty

- A. Coordinate the selection of Nursing faculty and staff for the Nursing Program.
- B. Arrange and assist with orientation of Nursing faculty members to college, department, and clinical facilities
- C. Promote continuing education and professional development opportunities for faculty.
- D. Provide an open door policy for Nursing faculty advisement.
- E. Consult and assist faculty to ensure substitute coverage.
- F. Serve as ad hoc committee member on all department committees.
- G. Meet with Assistant Director and Department Chair on a weekly basis to discuss Nursing Program activities.

IV. Students

- A. Ensure the provision of appropriate faculty evaluation for students in the Nursing Program.
- B. Supervise the maintenance of student records as required by state regulations as well as preparation of students for licensure examination.
- C. Provide an open door policy for student progress.
- D. With faculty input, mediate concerns/questions posed by students and/or faculty.

GWC Nursing Director Responsibilities

- E. Coordinate student policy development and implementation.
- F. Direct students and appraise faculty regarding the student probation process.

V. College and Community

- A. Plan and coordinate the Advisory Committee meetings for the Nursing Program, including follow-up on recommendations.
- B. Participate in consortiums of community college and health care agencies.
- C. Coordinate recruitment and publicity for the Nursing Program.
- D. Maintain currency of brochures, information sheets, and faculty/nursing student handbooks.
- E. Initiate agency participations in Program Work Practicum.
- F. Promote program effectiveness based on AB1725, the BRN, NLN, and other college and regulatory agencies.

VI. Selection and Compensation

- A. The term of service shall be two years. There shall be no term limits.
- B. Subsequent terms will be filled by an election, from the nursing faculty, conducted by the Academic Senate, in accordance with the CFE/aFT Collective Bargaining Agreement for conducting IUA/Department Chair elections.
- C. Compensation
 - 1. The amount of reassigned time allocated for this assignment shall be identified prior to the announcement for a new election.

**GOLDEN WEST COLLEGE
HEALTH PROFESSIONS
ASSOCIATE DEGREE NURSING PROGRAM
NURSING PROGRAM ASSISTANT DIRECTOR RESPONSIBILITIES**

The Assistant Director of the Nursing Program works cooperatively with and under the direct supervision of the Nursing Program Director in all phases of the program.

The Assistant Director must be a Registered Nurse faculty member who is knowledgeable and current regarding the program and policies by which it is administered. In addition, the following must be included: 1) a minimum of two years experience teaching in pre- or post-licensure nursing programs; 2) at least one years experience as a Registered Nurse providing direct patient care or equivalent experience and/or education as determined by the California Board of Registered Nursing.

The Assistant Director of the Nursing Program shall have the following responsibilities:

I. ADMINISTRATIVE DUTIES

- A. The Assistant Director must qualify for authorization by state agencies to ensure that all programs are properly supervised in compliance with the requirements of Title XVI of the State Education Code and other state regulations.
- B. Understand the role of the Assistant Director through weekly meetings with the Director, reviewing BRN regulations and attending local and state Director and Assistant Director meetings.
- C. Assume responsibility for the Director's duties in their absence.
- D. Assist in the coordination of special funding projects and grants for the Nursing Program.
- E. Assist in determining the need for new departmental policies.
- F. Initiate preparation of required reports to the respective boards and agencies.
- G. Participate in the BRN and NLN accreditations and other self-study processes.
- H. Assist with the research needs of the Nursing Program.

II. CURRICULUM

- A. Review and revise curriculum as recommended by faculty via department curriculum and BRN protocol.
- B. Complete requested surveys.

Nursing Program Assistant Director Responsibilities**III. FACULTY**

- A. Promote activities for staff development and funding.
- B. Participate in other departmental committees to advise and keep apprised of changes in the program.

IV. STUDENTS

- A. Using an open door policy, assist with concerns and questions posed by faculty and students.
- B. Assist with orientation and protocol for entering nursing students.

V COLLEGE AND COMMUNITY

- A. Promote program effectiveness based on AB 1725, the BRN, NLN, and other College and regulatory agencies.
- B. Attend meetings of concern to nursing education, the department, and the faculty and students.
- C. Attend meetings to represent the Director in the Director's absence.
- D. Represent the College in nursing related activities.
- E. Participate in professional activities on the extended campus sites for nursing.
- F. Participate in developing program evaluation as required by the BRN.

VI. SELECTION AND COMPENSATION

- A. The term of service shall be two years. There shall be no term limits.
- B. Position will be filled by an election, from a qualified pool of candidates, conducted by the Academic Senate, in accordance with the CFE/AFT contract provisions for conducting IUA (department chair) elections.
- C. The amount of reassigned time allocated for this assignment shall be identified prior to the announcement for a new election.
- D. For the current appointed term (Fall '06-Spring'08) the assignment shall be for 2 LHE (reassigned or stipend).
- E. The same individual may be elected to serve as both the Department Chair and the Assistant Director of Nursing, so long as that individual meets the requirements for both positions. When this occurs the compensation for both positions shall be combined.

Title III Project Director, Title III Faculty Coordinator, and BSI Coordinator

Under the direction of the designated administrator, this position will support two components of the Title III project at Orange Coast College: Activity I, Activity II, and the BSI initiative. The duties of this position emphasize documentation and communication to the campus on behalf of the Title III committees and the BSI task force.

Project Director/Examples of Duties:

- Compilation of annual Title III performance report
- Oversight of Title III grant budget
- Maintain proper Title III documentation necessary for evaluation and audit
- Oversight of the development and updating of required project handbooks to include policies and procedures
- Student Success Center program review (geared toward program self sustainability)

Title III Faculty Coordinator/Examples of Duties:

- Oversee implementation of activity strategies and pilot testing designed to affect changes to student success and retention rates; work closely with instructional personnel to assure congruity of project and curricular efforts;
- Assume responsibility for timely completion of all development and testing phases and fulfillment of activity objectives as detailed in the project implementation plan;
- Identify and work with consultants for training, planning and evaluation of Activities 1 and 2;
- Arrange workshops, presenters and curriculum development consistent with project objectives;
- Assume responsibility for grant budget, ensuring that all project fiscal policies and procedures are followed and providing semester activity reports and budget summaries to the Title III Steering Committee, and the designated administrator;
- Establish and direct teams of faculty to develop and implement proposed activities;
- Serve as liaison between Activity One and college staff;
- Serve as liaison between Activity Two and Activity One committees;
- Assume responsibility for and disseminate funds for faculty pilots and projects to increase retention and success for under-prepared students in basic skills classes;
- Work closely with the Title III Steering Committee to facilitate smooth operation of the project in full compliance with federal guidelines; work with staff, faculty, IA's, and tutors to develop procedures to optimize the operation of Center;
- Provide updates, program status, reports and other communications and documentation to the Title III Steering Committee.

BSI Coordinator/Examples of Duties:

- Compilation of annual BSI action report and expenditure plan
- Attend annual state BSI coordinator meeting
- Consultation with faculty for planning and implementing individual BSI local grants
- In consultation with the BSI Task Force, implementation of action plan.

Minimum Qualifications: Masters Degree in Education, Counseling; Psychology or related field; Experience teaching or counseling at college level; Ability to prioritize and execute a wide range of projects simultaneously.

Desirable Qualifications:

- Prior experience in supplemental instruction and/or in a student success center;
- Ability to prioritize and execute a wide range of projects;
- Ability to successfully organize information & share with campus community;
- Experience with state or federally-funded projects.

This is a 100%, 40 hour/week, reassignment position with intersession and optional summer responsibilities. Normal days of duty will be Monday through Friday, with 33.75 scheduled hours per week for program related activities. Flexibility will be allowed for working at home, off-campus, and other personal or professional obligations. Intersession hours will not exceed 40 hours total to be arranged on off-duty days during the month of January.


The assignment requires availability to meet with faculty, students and administrators. Whereas there is flexibility in scheduling, this assignment will require attendance at all IPC meetings, all Activity 1 and 2 meetings, all Title III Steering Committee meetings, as well as working in close collaboration with the Basic Skills Initiative Task Force. The successful faculty member will also have responsibilities to attend conferences, workshops and Title III director meetings locally and nationally. Travel expenses will be reimbursed in accordance with CCD conference travel policies.

Compensation: Faculty member will receive regular full-time salary for primary semester work and will be on 100% reassigned time. A \$2,000 preparation stipend will be paid for each primary semester in recognition that additional time beyond a faculty member's usual contract obligations may be required to carry out the job responsibilities. Compensation for intersession and any optional summer assignment will be at the contract daily rate. (Any overload assignment will need to be scheduled outside of the normal 33.75 scheduled hours per week.)

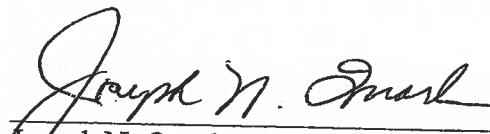
Length of Term: This is a 24 month assignment to begin July 1, 2009 and terminate June 30, 2011. Candidate may apply for a second term, not to exceed 15 months.

COAST FEDERATION OF
EDUCATORS, AFT LOCAL 1911

COAST COMMUNITY
COLLEGE DISTRICT



Dean Mancina
President



Joseph N. Quarles, Ed.D.
Vice Chancellor for Human Resources

Date: 5/7/10

Date: 5/10/10

MEMORANDUM OF UNDERSTANDING
Between
Coast Community College District
And
Coast Federation of Educators/American Federation of
Teachers (CFE/AFT) Local 1911

2012 Spring Sports Coaches

This memorandum of understanding between the Coast Federation of Educators/American Federation of Teachers (CFE/AFT), Local 1911 and the Coast Community College District pertains to Article XI (Hours of Service) Section 12 (Athletic Coaches) of the current Collective Bargaining Agreement.

Both the Federation and the District understand that there are spring sports teams who would be competitively disadvantaged by not being able to meet, practice and be coached prior to January 15, 2012.

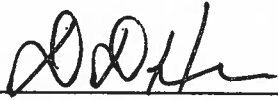
Due to the current budgetary conditions and the District's decision to suspend intersession offerings, the Federation and the District agree to allow head coaches of spring sports, with the approval of the college, to opt to begin teaching their team classes the week of January 2, 2012, at their regular rate of pay, with the end date of these classes adjusted to Friday, April 27, 2012. Head coaches not choosing to start the week of January 1, 2012, still maintain the option to begin coaching their spring teams two weeks prior to the regular start of classes and end two weeks prior to the end of the semester as appropriate.


Head coaches who choose and are approved by the college Athletic Director to start the week of January 1, 2012 shall be paid an additional stipend of \$1000 for doing so. Head coaches who choose to begin the week of January 1, 2012 as the start date for their team classes and whose teams are in postseason playoffs that extend the season beyond April 27, 2012 shall receive the Contract Daily Rate for each day their team plays or practices beyond April 27, 2012.

All full-time coaches whose team is in season shall receive their regular coaching stipend, regardless of when they start spring coaching.

All other courses that coaches/instructors teach shall begin on the regular Monday January 30, 2012 start date and end on the regular end date of Friday, May 25, 2012.

It is understood that this early start option is available for spring 2012 semester only. It is not the intent of this memorandum of understanding to establish a future precedent.

 | 11/4/11
 Deborah Hirsh
 Vice Chancellor, Human Resources

 | 11/4/11
 Dean Mancina
 President, CFE / AFT Local 1911

 | 11-16-11
 Jerry Patterson
 President, Board of Trustees

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HISTORICAL REFERENCE

Maximum Class Size (expired June2011)

Choose from the following links:

- [CCC Large Class List](#)
- [GWC Large Class List](#)
- [OCC Large Class List](#)