

Agreement

Between

**Chabot-Las Positas
Community College District**

and

Chabot-Las Positas Faculty Association

July 1, 2006-June 30, 2009

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AGREEMENT

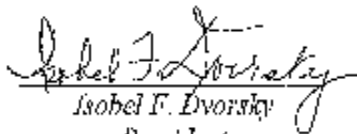
BETWEEN

Chabot-Las Positas Community College District
And
Chabot-Las Positas Faculty Association

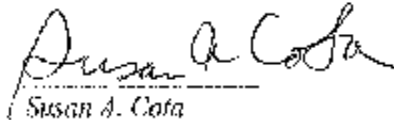
July 1, 2006-June 30, 2009

Ratified by the Faculty September 14, 2006

Approved by the Board of Trustees September 19, 2006



Isobel F. Dvorsky
President
Board of Trustees



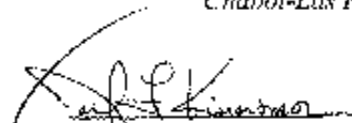
Susan A. Cota
Chancellor

Chabot-Las Positas Community College District

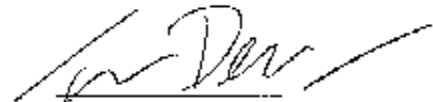


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ARTICLE 1. AGREEMENT

1A. Parties

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

1A.1 Precedence.

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

1B. Pursuance to Government Code

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

1C. Definition of Terms

1C.1 Faculty in Bargaining Unit

- a. **Contract Faculty** are tenure-track, probationary instructors, who are paid in accordance with the Full-Time Faculty Salary Schedule ([Article 21C.1a](#) and [21C.2](#)).
- b. **Regular Faculty** are tenured instructors, who are paid in accordance with the Full-Time Faculty Salary Schedule ([Article 21C.1a](#) and [21C.2](#)).
- c. **Temporary Faculty** are non-tenure-track instructors, who work for a prescribed period of time or intermittently, and are paid in accordance with the Full-Time Faculty Salary Schedule ([Article 21C.1a](#) and [21C.2](#)). Temporary faculty include categorically funded unit members.
- d. **Part-Time (Adjunct) Faculty** are untenured, non-tenure track instructors, who teach 60 percent or less of a full-time load during an academic term, and are paid in accordance with the Schedule of Part-time Service Rates Schedule ([Article 21C.1b](#) and [21G](#)).
- e. **Unit Members** are all faculty who are represented by the bargaining unit.
- f. **Full-Time** unit members hold a 100% contract paid in accordance with the Full-Time Faculty Salary Schedule ([Article 21C.1a](#) and [21C.2](#)).
- g. **Coordinator** refers to a faculty member, not a manager, who facilitates tasks in support of student-instructional or support activities, in consultation with faculty and his/her immediate supervisor. It is understood that coordinators, while they have an advisory role, do not perform administrative supervisory functions.
Coordinator duties are "alternate duty assignments" ([Article 10C.3](#)).
Coordinator assignments of four (4) CAH or more per semester apply to

Article 10C.3. Coordinator duties shall be by mutual consent of the unit member and management and shall be posted College-wide or Division-wide as appropriate and rotational unless no other qualified person is available to serve. Coordinator duties performed as Part-time (Adjunct) or overload assignments shall be paid in accordance with Articles [21F.4d](#) and [21G.2](#), or shall be workload banked.

1C.2 Other District Employees

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

1C.3 Other

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

1C.4 Time

- a. **College Year** and **Fiscal Year** operate from July 1 through June 30.
- b. **Academic Year** is the period of 175 days of instruction as required by this Contract.

- c. **Day** is a calendar day.
- d. **Released/Reassigned Time** is time reassigned from regular workload activities.

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ARTICLE 2. PAYROLL DEDUCTION

2A. Membership in Faculty Association

Employees represented by the Faculty Association shall become unit members on their first day of assigned duties. They shall continue as unit members during their entire period of employment.

2B. Dues or Fair Share Service Fee

All faculty employees, as a condition of continued employment, shall either become dues paying members of the Faculty Association, or they shall pay the Faculty Association a Fair Share Service Fee in an amount not to exceed the periodic dues of the Association. The District shall distribute relevant Faculty Association documents provided by the Association in the pre-employment packet. Said obligations shall commence upon an employee's first day of employment and said obligations shall continue for the entire period of their employment within the bargaining unit.

2B.1 Procedures for Dues and Fair Share Service Fee Deductions

The District shall deduct from the monthly salary of all unit members 100% of Association dues, Fair Share Service Fees, assessments, and other deductions or obligations identified by the Faculty Association. The Faculty Association shall notify the District of such other assessments, deductions or obligations by the fifteenth of each month or by the first of each month if more than a few members are affected. District payments of all dues, fair share service fees, assessments, deductions and other obligations to the Faculty Association shall be on a monthly basis by the fifth working day of each month following payday.

2B.2 Voluntary Payroll Deductions

The following voluntary payroll deductions will be made for unit members upon notification from the unit member:

- a. Premiums on life, accident, health, or disability insurance, when such insurance is offered to the unit member by reason of membership in any bona fide employee association recognized by the District;
- b. The United Way, Combined Health Agencies Drive (CHAD), and other charitable contributions;
- c. Tax sheltered annuities from plans purchased from the State Teacher's Retirement System or from approved carriers;
- d. Chabot Federal Credit Union.

2C. Mandatory Deduction of Dues or Fair Share Service Fee

All unit members who receive the benefits of the Faculty Association's services shall pay dues or fair share service fees to the Faculty Association. There shall be no "free rider" option in the bargaining unit represented by the Faculty Association.

2D. Reduced Fair Share Service Fee Option

Unit members shall not be required to become members of the Faculty Association. The Faculty Association shall notify the District whenever a unit member chooses the reduced fair share service fee option.

2E. Indemnification

The Faculty Association shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action, or portions thereof, arising due to the organizational security provisions set forth herein. The parties shall mutually select an attorney to provide legal services contemplated by this Section 2E.

2F. Applicable Law

The parties acknowledge that the agency shop organization security arrangement described in this Article may be affected by subsequent changes in California statutes or decisions of appellate courts. In the event that changes are made in relevant statutory provisions, or a California Appellate Court, the Ninth Circuit Court of Appeals, or the United States Supreme Court issues a decision affecting the law with respect to agency fee provisions, the parties will meet and negotiate about the possible impact of that decision on the provisions of this article, upon the request of either party. Nothing in this Article is intended to limit the rights of any employee under law, including but not limited to the California Educational Employment Relations Act. (Reference: Government Code section 3540 et. seq.)

2G. Changes in Dues and/or Fair Share Service Fees

If the Faculty Association alters its dues and/or fair share service fees, the Faculty Association shall forward to the District Payroll Office, all changes in new Membership Authorization Forms or changes in Fair Share Service Fee Forms, by the fifteenth of each month, in order for the dues and/or fees to be deducted from the employee's wages in that month and paid to the Faculty Association.

ARTICLE 3. NEGOTIATING PROCEDURES

3A. Time Line for Contract Proposals and Responses.

Not later than the last Board of Trustees meeting in November of the fiscal year in which this Agreement expires, the Faculty Association shall submit its initial proposal for the ensuing Agreement to the Board of Trustees at a public meeting. At its next regular meeting, the Board of Trustees shall conduct a public hearing on the Faculty Association's proposal. At the following regular meeting, the Board of Trustees shall present a response to the Faculty Association's proposal.

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

3B. Delegation.

The Board of Trustees and the Faculty Association may discharge their respective duties by means of authorized managers or officers, individual representatives or committees. Either party may utilize the services of external resource consultants and/or resource attorneys to assist in negotiations.

3C. Release Time

Unless mutually agreed upon by the Chancellor and the President of the Faculty Association, no recipient of release time shall abandon any part of teaching, counseling, or librarian duties after the start of a semester in order to utilize release time.

3D. Scheduling of Sessions

If the District does not provide substitutes for bargaining sessions, then bargaining sessions shall be scheduled outside of the Faculty Association bargaining team members' class time.

3E. Provision of Board Policies, Education Code, and Government Code

The District will provide a current copy of the Board of Trustees' Manual of Policies to the President and to the Chief Negotiator of the Faculty Association. Current Education Code and Government Code sections will be available to the Faculty Association at each college.

3F. Mutual Consent for Recording of Sessions

There will be no stenographic record or electronic recording of bargaining sessions without mutual consent of the parties.

3G. Bargaining Session Location

Bargaining sessions shall occur at the District Office unless alternative meeting locations are mutually agreed upon.

3H. Scheduling

All bargaining sessions shall be scheduled by the Chief Negotiators and may only be cancelled by a Chief Negotiator.

3I. Agenda

The agenda for each bargaining session shall be agreed to by the Chief Negotiator for each side prior to the scheduling of each bargaining session. In the event agreement cannot be reached on the agenda, negotiations shall none-the-less proceed without interruption.

3J. Duplication of Proposals

During collective bargaining sessions and for the purpose of exchanging proposals, the Faculty Association shall have use of District duplicating facilities, without cost, and so long as it does not disrupt other District business.

3K. Delivery Methods

Use of email or postal service may be used for the delivery of offers and/or counter proposals.

ARTICLE 4. FACULTY ASSOCIATION RIGHTS

4A. Information Provided by the Parties

Upon written request, the District's Chancellor or designee and the Faculty Association shall provide information of a non-confidential nature pertaining to matters which may be of concern and interest to each other. Other information (e.g., District and College budgets) will be provided as long as it is used solely for Faculty Association business.

4B. Meeting Facilities

The District and/or college facilities will be made available to the Faculty Association for meetings concerned with the exercise of rights guaranteed by Government Code sections 3540, et seq. without cost at reasonable times. The Faculty Association must follow the District and/or College procedures for reserving facilities. These meeting facilities will be made available when such use does not interfere with the educational program or regularly scheduled duty hours of unit members in such facility.

4C. Equipment, Supplies and Services

4C.1 Use of District/College Equipment

The Faculty Association's use of District and/or college equipment will be permitted without cost upon the approval of the appropriate manager immediately responsible for the equipment. Equipment will be made available when its use does not interfere with the educational program.

4C.2 Cost of Copied Materials

At the cost of the Faculty Association for consumable materials/services, the Faculty Association shall have the right to have 2000 pages of Faculty Association materials copied per month produced at the college media/production center for distribution to unit members.

4C.3 Use of Audio-Visual Equipment

Audio-visual equipment may be used on campus for Faculty Association business by following District and/or college procedures for its reservation and care. Equipment will be made available when its use does not interfere with the educational program.

4C.4 Cost of Personnel and Supplies

All personnel and supplies required by the Faculty Association will be provided without cost by the District.

4C.5 Responsibility for Damaged Equipment

The Faculty Association shall pay for the repair or replacement of any equipment damaged during use.

4D. Faculty Association Office Space

The District will make every effort to provide office space, office furniture, a telephone and a computer. Email access shall be available at various locations. The provision of this office and service must not interfere with either the educational process or student service.

4E. Communications—Mailboxes

The Faculty Association may have the use of the intra-District mail system, employee mailboxes assigned to unit members, and email for purposes of distributing communications to unit members. Copies of materials distributed through mailboxes will contain the date of distribution and the identification of the Faculty Association. The Faculty Association President or designee shall authorize all materials distributed through the District mailboxes. A copy of all mass distribution materials distributed via campus mail will be delivered to the Chancellor and Presidents, at the same time as distributed and/or posted.

4F. Communications—Email and Telephone Usage

The Faculty Association shall have the right to use telephone and email lines between campuses/District provided that such use shall not interfere with, nor interrupt, normal District operation.

4G. Communications—Bulletin Boards

The Faculty Association may use at each college at least one (1) bulletin board in each faculty office building, staff lounge, mailroom, and such other areas as designated by the District. All postings will be dated and bear the official identification of the Faculty Association. Bulletin board spaces will be maintained in a neat and timely manner. Copies of all postings will be delivered to the Chancellor and Presidents, at the same time as posted.

4H. District/Faculty Association Meetings

The Chancellor or his/her designee will meet with the Association's President or his/her designee to discuss mutual problems of the Colleges/District within five (5) working days, or a reasonable time thereafter, at the request of either party. Such a meeting is not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Contract. Both parties shall submit an agenda of items they wish to discuss at least twenty-four (24) hours prior to the meeting.

4I. Release Time

The Faculty Association will receive two (2.0) F.T.E. release time per year funded by the District. The Faculty Association may accumulate no more than four (4.0) F.T.E. at any

one time. The Faculty Association shall designate, at its sole discretion, who shall receive release time. This represents the total release time, including Faculty Association business and negotiations, for the Faculty Association provided by the District.

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

4J. Appointment to Committees

The Faculty Association retains the right to appoint unit members to District and College committees.

4K. Consultation

The Faculty Association has the right of consultation on the establishment of educational goals and objectives of the District. The Faculty Association shall be kept apprised of the development of the annual Budget and long-term financial planning. The Faculty Association shall be apprised of the process and outcomes of Program Review.

4L. Distribution of Agreement

The District shall place the completed written Agreement on the District's Internet website within (30) days after it becomes effective. The District shall also provide written hard copies of this Agreement for each Contract, Regular and Temporary unit member.

4M. No Action in Violation/Inconsistent with Agreement

The District, its representatives, and the Faculty Association and its members shall take no action in violation of, or inconsistent with, any provision of this Agreement.

4N. Access to Information

Upon request for records under the California Public Records Act, the Association shall be furnished: (1) agenda materials and minutes of Board meetings; (2) non-confidential information regarding financial matters, personnel, budgetary requirements, allocation of state and federal funds, student enrollment, etc.; and (3) any other information which is necessary to assist the Faculty Association in representing members of the unit. The Faculty Association recognizes that all such information will be provided pursuant to the provisions of the California Public Records Act (i.e. California Government Code sections 6250 et seq.). Specific reports the District agrees to provide are: CCFS-311; 311 (Q); CCFS 320; the opening day, census day and final day Swoxen reports for each campus for each semester and inter-session; the Self Study and Team Accreditation Reports for each campus; Adoption budget; annual report reflecting new year budgeted revenues and expenditures and prior year actual revenues and expenditures by object and

activity at the four (4) digit level. All written requests for information from the Faculty Association President shall be responded to within thirty (30) calendar days of receipt.

If it is appropriate, the requests shall be provided earlier.

Days when the District office is closed for holidays are excluded from this tabulation.

4O. Access to Unit Member Information

Upon completion of this Agreement, the District shall furnish the Faculty Association with a listing of names, addresses and telephone numbers of all unit members except those individuals who specify in writing that they wish to keep such information confidential. No more than three (3) times a year the District, upon request and within thirty (30) consecutive working days, shall provide the Faculty Association with the list of the members of the bargaining unit.

4P. Transaction of Official Faculty Association Business

Unit members duly authorized as representatives of the Faculty Association shall be permitted to transact official Faculty Association business as provided by law throughout the District. However, such activity shall in no way interfere with classroom instruction or assigned duties of employees.

4Q. Rights and Benefits

Rights and benefits of unit members set forth in this Agreement shall accrue to unit members.

ARTICLE 5. DISTRICT RIGHTS

5A. District Authority and Duties

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

5B. District Limitations

The exercise of the foregoing rights by the District shall be limited only by the specific and express terms of this Agreement and by the legal requirements imposed by PERB regulations and rulings and relevant decisions made by courts of competent jurisdiction.

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ARTICLE 6. CONCERTED ACTIVITIES

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

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ARTICLE 7. GRIEVANCE PROCEDURES

The intent of these grievance procedures is to resolve faculty-to-management issues that deal with matters other than sexual harassment, discrimination, and disabilities except for the provision in Article 9M and Article 35. Procedures for dealing with sexual harassment are found in the relevant Government Code and Education Code 200 et seq., and are stated separately in Board of Trustees' Policy 4027. Procedures for dealing with discrimination and harassment due to disabilities are stated separately in Board of Trustees Policy 4029.

7A. Definitions and Provisions

7A.1 Grievance

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

7A.2 Grievant

A grievant is any unit member adversely affected by an alleged violation or misapplication of the specific provisions of the Agreement. A grievant may be the Faculty Association in a claim relating to the rights of the Faculty Association contained in this Agreement. The Faculty Association may also file class action grievances as provided in [Section 7A.16](#).

7A.3 Day

A "day" is a calendar day.

7A.4 Immediate Supervisor

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

7A.5 Automatic Deadline Extensions

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

7A.6 Scheduling of Grievance Meetings

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

7A.7 Representation

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

7A.8 Deadlines

Failure of the grievant(s) to adhere to the time deadlines shall mean that the grievant(s) is/are satisfied with the previous decision and waive the right to further appeal. In the event that any of the College or District managers fail to respond within the timelines specified at any level, the grievant(s) may proceed to the next level of appeal. The Faculty Association President and Chancellor or designee may extend any time deadline by mutual written agreement. Absence of either the grievant(s) or the manager due to illness or emergency constitutes a basis for extension of the timelines. In addition, the parties may agree to grant extensions under other circumstances.

7A.9 Grievance Records

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

7A.10 Non-retaliation

There shall be no retaliation against any grievant(s) for utilizing these grievance procedures. The fact that a unit member has filed a grievance(s) shall not be considered in personnel decisions nor in any recommendations for job placement, nor in decisions of awarding continuous contracts to probationary or Contract members of the bargaining unit.

7A.11 Amendment of Grievance

A grievance may be amended at any time prior to the filing of a request for arbitration, as long as the amendment is based on evidence not known at the time the original grievance was filed and as long as the new allegations relate directly to the allegations contained in the original Level II written grievance submitted by the grievant(s).

7A.12 Meeting Attendees

Unless it is explicitly stated in these procedures, each party (District and Faculty Association) shall inform the other party, as soon as possible, about who will be attending the meetings in Levels I through III. No attorney for either the District or the Faculty Association shall attend any of the meetings in Levels I through III.

7A.13 Time Line Suspensions

Regarding time limits and deadlines, unless otherwise agreed to by the parties to the grievance, the clock stops during academic year recesses and Summer Session and begins on the first day that the faculty member returns to work.

7A.14 Grievant: Conformance to Original Decision of Supervisor

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

7A.15 Appropriate Grievance Step by Mutual Agreement

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

7A.16 Class Action Grievances

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

- a. If the same alleged violation of this Agreement is made by more than one (1) unit member, then either the Faculty Association or the one (1) unit member may file a class action grievance on behalf of him/herself and all other grievants in the class. The class action grievance shall be subject to all time deadlines and other procedural requirements of this Agreement. The unit members who wish to be joined in the class shall be required to satisfy all time deadlines and other procedural requirements of this Article applicable to individual grievants until such time as when they are identified in writing by the Faculty Association to the District to be a member of the class covered by the class action grievance.
- b. When the Faculty Association files a class action grievance, the District shall provide appropriate requested information to the Faculty Association to help the Faculty Association, identify in writing, to the District the unit members who make up the class covered by the class action grievance. Specifically, if the Faculty Association identifies a class of unit members to the District (e.g., by Department or hire date), than the District is obligated to provide the names to the Faculty Association. Failure of the District to provide such names shall not result in exclusion of individuals from the class so long as the affected individual unit member or members have otherwise satisfied all time deadlines and other procedural requirements of this Agreement by (1) filing an individual grievance satisfying such requirements, or (2) as a result of being a member of the class covered by an individual or Faculty Association initiated class action grievance which satisfies such requirements.

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

7A.17 Action of Central District Authority

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

7A.18 Access to District Records

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

7A.19 Forms

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

See Appendices: [Grievance: Tracking Form](#), [Grievance: Level II Form \(President\)](#), [Grievance: Level III Form \(Chancellor\)](#), [Grievance: Level IV Form \(Arbitration\)](#).

7B. Procedure for Grievances

7B.1 Level I - Informal Resolution

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

The Faculty Association and the District encourage the parties to a potential grievance to resolve their differences informally before entering the formal Levels of this procedure. A decision at Level I shall be provided within ten (10) working days of the Level I meeting.

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

- a. If the aggrieved is not satisfied with the disposition at Level I and wishes to pursue the grievance, the aggrieved must submit a written grievance to the appropriate College President or designee within thirty-five (35) days following the informal discussion provided at Level I. This document shall contain clear, concise statements of the grievance, the alleged violation with specific reference to Article, Section, and page of this Agreement, the results of the informal meeting, and the remedy desired by the grievant(s). Concurrently, the President of the Faculty Association may appoint a Grievance Committee of from one to three unit members to investigate the grievance. The written results of this investigation, if it occurs, will be given to the College President or designee along with the written grievance submitted by the grievant(s).
- b. Within twenty-one (21) days of the receipt of the written grievance the College President or designee shall meet with the aggrieved, the Grievance Officer, and one member of the Grievance Committee (if one was created) who will be selected by the Grievance Officer, in an effort to resolve the grievance. A second person selected by management may also attend this meeting. A note taker can be present at this meeting for each side. No recording device will be used. A written decision by the College President or designee which includes stated reasons for said decision shall be presented to the aggrieved person(s), the Grievance Officer, and the President of the Faculty Association within fourteen (14) days following the meeting at Level II.

7B.3 Level III – Chancellor or Designee

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

7B.4 Level IV - Arbitration

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

- a. Either the Faculty Association or the District will request the California State Conciliation Service to provide a list of seven (7) names of persons

experienced in hearing grievances in the public schools. The arbitrator shall be selected within fourteen (14) days following receipt of the list, by alternately striking names until only one (1) name remains. The party with the right to first strike shall be determined by a flip of the coin. In the event that the arbitrator is unable to serve, the parties shall request an arbitrator through the American Arbitration Association (A.A.A.) or may select a mutually agreed upon individual from the original list of seven (7) submitted by C.S.C.S.

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

ARTICLE 8. ACADEMIC CALENDAR

8A. Academic Calendar Committee

The annual Academic Calendar shall be developed by a committee composed of twelve (12) employees. The District shall appoint six (6) members exclusive of classified bargaining unit work members, and the Faculty Association shall appoint six (6) members from the faculty bargaining unit.

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

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

8B. Deadline and Deadlock

The Academic Calendar Committee shall start the process no later than September 10 and complete deliberations by October 1 of each year. This deadline can be extended by mutual agreement of the Faculty Association President or designee and the Chancellor or designee. In the event the Academic Calendar Committee cannot reach agreement by that date, the Chancellor will establish the calendar using the factors listed in Sections C and E below.

8B.1 Multi-year Calendar

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

8C. School Term

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

8C.1 Length of Term

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

8C.2 Orientation for New Faculty

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

8C.3 Commencement and Convocation

Each Contract and Regular unit member shall attend Commencement exercises on alternating years. Commencement shall occur on Friday evening and Saturday. It shall be scheduled on the same weekday at a particular college for two years in a row and then switched to the other day for two years in a row. Approved Leaves of Absence in the Spring Semester shall relieve the unit member of commencement activities. The obligation shall resume on alternating years upon the unit member's return to active status. Approved Leaves of Absence in the Fall Semester shall relieve the unit member of Convocation week activities. This obligation shall resume annually upon the unit members return to active status.

8D. Calendar Alternative Committee

The Faculty Association and the District may, upon mutual agreement, form a Calendar Alternative Committee to examine in detail the benefits and liabilities involved with any modification to the standard 17.5 week semester primary term. Any agreed upon committee shall identify potential benefits, costs and negotiable issues, if any, that would have to be addressed and negotiated by appropriate Faculty Association-District representatives.

8E. Holidays and Adjustments

8E.1 Holidays.

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

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

8E.2 Holiday Adjustment.

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

ARTICLE 9. WORKING CONDITIONS

Introduction and General Provisions

Academic Year

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

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

9A. Faculty Schedules

9A.1 Consultation.

Management shall develop academic discipline and individual schedules in consultation with Contract and Regular faculty and in accordance with the Discipline Plan described in the Enrollment Management Article ([29E.4](#)), that will provide for student needs and will maximize faculty performance by considering faculty preferences and the avoidance of unreasonable time periods. Management will work with each faculty member to develop a schedule that avoids unreasonably long time gaps between classes and unreasonably short time gaps between the end of one work day and the beginning of the next work day. This process will consider faculty preferences and professional development opportunities, including the opportunity to teach in a unit member's primary and secondary discipline(s). (See [Article 10C](#) for definition of primary and secondary disciplines.)

No less than eleven (11) consecutive hours shall normally elapse between the end of the last assigned hour that is part of regular load on one day and the beginning of the first assigned hour that is part of regular load on the following day, unless agreed otherwise by the individual faculty member. Insofar as possible, a reasonable assignment for full-time teaching and counseling faculty is a day of six (6) continuous hours.

- a. A Contract or Regular unit member shall not, without his/her consent, be assigned to any of the following assignments:
 - (1) A counseling assignment of more than that defined in [Article 10D.1d](#). In addition, for each teaching unit of a scheduled counseling class, the counselor teaching that class shall be credited with the appropriate number of "A" hours of student contact during the period of the course and the remainder of their semester workload shall be reduced proportionally.

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

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

OR

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

9A.2 Schedule Notification.

Every attempt will be made to notify all Contract and Regular unit members in writing of their initial assignment for the following academic year by January 30th. If a specific assignment is not offered to a Contract or Regular unit member, the local administrator or designee shall provide the explanation, in writing, if requested by the affected faculty member.

9A.3 Section Cancellation Consultation.

Prior to the cancellation of any class section that has been listed in the Schedule, the Dean will consult with each affected faculty member about the proposed cancellation and will give the reasons for the cancellation and discuss the alternatives to teaching the section.

a. Cancellation Before First Day of Instruction.

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

b. Bumping Rights.

Contract, Regular, and Temporary unit members who experience a class cancellation (for load) may bump a Part-time (Adjunct) unit member only before the first class meeting and only if the unit member's load drops below full-time after any non-banked overage is used to bring the load back to full-time. (See [Article 10D.9.](#))

9B. Course Outline/Syllabus Requirement

All instructors agree as part of their contract to teach, at a minimum, the material as specified in the course outline of record. At the beginning of each semester, Faculty shall submit to their Division Deans, a copy of a syllabus for each course taught. The syllabus must include the instructor's information (name, office number, phone, voicemail, and e-mail), course content and expectations (general course content, course objectives and prerequisites), textbook(s) and course supplies (required supplements and/or recommended text, special required supplies), the method for calculating the final course grade, dates to know (last day for "W", date and time of final examination), and other supplemental information including safety requirements.

The Dean shall notify unit members for whom there is no syllabus on record or if a syllabus is submitted with deficiencies. The Dean shall provide a receipt of acceptance of the syllabus to the unit member upon written request by the unit member.

9C. Safety

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

9C.1 Mandatory safety training

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

9C.2 Health and/or Safety complaints

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

9C.3 Procedure in the Event of Immediate Serious Threat

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

9C.4 Reporting of Threats

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

- a. report the threat immediately to the Campus Security and to the unit member's Dean;
- b. request the removal of the person or persons from class meetings for a period of time as authorized under the California Education Code;
- c. make a formal request that the District make every reasonable effort to make the work environment secure;

- d. in instances of actual assault and/or battery or property destruction, it is the duty of any unit member, and the duty of any unit member's Dean, who has knowledge of an incident, to immediately report the incident to the Director of Campus Safety & Security.

9C.5 CPR, First Aid, or Safety Training

Four hours of Cardio-Pulmonary Resuscitation (CPR), First Aid, or Safety training shall be required from a certified training program every three years for all unit members (Regular, Contract, Temporary, and Part-time Adjunct) who supervise Chemistry laboratory science courses. The District shall pay the cost of this required training and shall pay Part-time (Adjunct) unit members to attend at the rate set forth in [Article 21G.2.b.](#)

9C.6 Cost of CPR Course

The District shall pay for the CPR course for all unit members in programs where CPR credentials are required by this Agreement or regulatory agencies. (For example: including, but not limited to, Nursing, Dental Hygiene, Emergency Medical Technician, Medical Assisting, Fire Science.)

9D. Protective and Specialized Attire and/or Medical Tests and Vaccinations

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

9E. Medical Exams

9E.1 Tuberculosis (TB) Testing

As required by State law, all unit members must have a Tuberculosis (TB) test every four (4) years. The unit member shall be responsible for the cost of the TB test upon hiring. All subsequent tests will be paid for by the District. Faculty can receive the TB test without charge at either College's Student Health Center. Unit members, who do not have current Tuberculosis (TB) test results on file with the District, will be placed on an unpaid Leave of Absence until the Tuberculosis (TB) test results have been received and acknowledged by the District Payroll Office. Unit members will be given written notice on or about 90 days, 60 days, and 30 days before they are required to submit their TB test. The notices will inform the unit member that if they do not have a current TB test result on file with the District, they will be placed on an unpaid Leave of Absence until the TB test results have been received and acknowledged by the District Payroll Office.

9F. Vehicle Costs

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

9G. Graduation

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

9H. District-Provided Office Facilities

Each college shall provide office space to all Contract, Regular, Temporary, and Part-time (Adjunct) unit members. Said offices shall have phones and computers with electronic mail availability. It is understood that Part-time (Adjunct) unit members shall share office space and that Contract, Regular, and Temporary unit members may share offices.

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

Unit members' access to the facilities is prohibited from 11 p.m. - 6 a.m. unless arrangements are agreed to with the appropriate manager.

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

9I. Access to Work Spaces

Unit members will be given access to work spaces as needed by their job assignment by obtaining written approval of the appropriate manager. The unit member must return all keys issued to the unit member by the District upon separation from the District or upon the request of the District.

9J. Reimbursement for Damaged Personal Property

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

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

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

When a unit member is reimbursed for the costs of replacing or repairing personal property or the actual value of such property, the District shall, to the extent of such

reimbursement, be subrogated to any right of the employee to recover compensation for such damaged property.

9K. Parking

The District shall provide free parking to all faculty, including those on Emeritus Status upon request ([Article 33A.2](#)).

9L. Grading

When grades are given for any course of instruction, the grade given to each student shall be 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 incompetence, shall be final (Education Code Section 76224). (See Section 9O and 9P.)

9M. Reasonable Accommodation

Pursuant to Board of Trustees Policy 4029 and in accordance with the 1990 Americans with Disabilities Act (ADA) the Chabot-Las Positas Community College District prohibits discrimination against employees with physical or mental disabilities that substantially limit activities such as working, walking, talking, seeing, hearing or caring for oneself. People who have a record of such impairment and those regarded as having an impairment are also protected.

9M.1 Procedure for Accommodation.

A unit member with a disability who is seeking reasonable accommodations under the terms of the Americans with Disabilities Act must submit a Request for Accommodations form (See Appendix: [Accommodations: Request Form](#)) to Human Resources at least one (1) month prior to the beginning of the semester or as soon as the need for the accommodation is known by the unit member. On this form, he/she shall specify the functional limitation(s) as a result of the disability and the desired accommodation to do the job because of these limitations.

9M.2 Medical Verification of Accommodation

The employee shall provide verification of the disability. If the District deems the medical verification is insufficient, the District, with the signed consent of the unit member, shall contact the "medical" provider for the limited purpose of determining the unit member's functional limitation(s) and proposed accommodation(s) with specific concern to (failure to provide sufficient verification will result in no accommodation):

- a. the unit member's ability to perform the specific job with or without accommodation;
- b. the unit member's ability to perform the job without posing a "direct threat" to the health or safety of the unit member or others;
- c. "Medical provider" shall include a doctor, psychologist, rehabilitation counselor, occupational or physical therapist, nurse practitioner, certified

nurse midwife or other professional, with knowledge of the unit member's functional limitation(s).

9M.3 *Direct Process for Accommodation—Review of Request and Information*

Human Resources shall review the unit member's request, the information from the "medical provider", if applicable, and meet with the unit member to obtain any other proposed accommodation information in order to complete the Accommodation Analysis. The unit member is entitled to representation by the Faculty Association at the meeting. If there is more than one possible reasonable accommodation, the District may select which accommodation to implement among those that would be most reasonable under the circumstances. If appropriate, the District shall make a "reasonable accommodation offer" to the unit member. A copy of the offer shall be sent to the Faculty Association representative responsible for the Requests for Accommodation. The unit member and/or the Faculty Association shall have ten (10) days to accept or reject the offer.

9M.4 *Required Notice of Accommodation to Faculty Association and Faculty Association Request for Negotiation.*

The District shall provide to the Faculty Association, as the law requires, information considered in the Accommodation Analysis. Any medical information will be released if there are negotiable issues and with the written permission of the unit member.

The District recognizes its obligation to negotiate with the Faculty Association on any negotiable issue affected by the "Reasonable Accommodation Offer".

Upon receipt of the "Reasonable Accommodation Offer," or upon receipt of the District's notice that there appear(s) to be negotiable issue(s), the Faculty Association may request that the parties enter into negotiations on the impact of the "Reasonable Accommodation Offer."

9M.5 *Ergonomic Equipment*

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

9M.6 *Confidentiality of Accommodation Information*

The existence and nature of a claimed disability and any medical information related to a claimed disability are confidential information. Any party that receives such information shall safeguard such information to the maximum extent permissible that will still allow each party to perform its obligations under

this Agreement and the law. Each party assumes full responsibility for its own improper disclosure of confidential information obtained through this process.

9N Admission of Students to College Programs

Unit members teaching in specialty programs (i.e. Nursing, Dental Hygiene, Automotive, and others) shall have the authority to determine admission requirements to said programs.

9O Online Grading and Attendance Reporting

See Appendix: [MOU: Online Grading and Attendance Reporting](#).

9P Grade Change

See Appendix: [MOU: Grade Change](#).

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ARTICLE 10. WORKLOAD

10A. General Provisions

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

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

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

10A.3 Managers may not perform unit member duties if any qualified unit member is available.

10A.4 The District shall negotiate matters impacting working conditions.

10B. Experimental Assignments

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

10C. Faculty Assignments

The instructional load of a full-time unit member shall be thirty (30) A Hour units or their equivalent per academic year. Unit members initially hired to teach in a certain discipline, which shall be considered their primary discipline, shall have the right to assignments to fulfill their full-time service obligation before unit members who are qualified to teach within the discipline but for whom it is not their primary discipline.

- a. Rotational seniority within the teaching specialty shall be used for scheduling up to this thirty (30) unit full-time service obligation if requested by a Contract or Regular unit member. "Rotational Seniority" for this purpose means that if two or more unit members request a particular assignment in their primary discipline as fulfillment of their full-time service obligation, then the assignment shall go to the

unit member for whom it has been the longest period of time since they last received it.

- b. In the event that a unit member is underloaded, not able to achieve a load equal to a full-time service obligation in their primary discipline because not enough assignments are available in their primary discipline, that unit member shall be eligible to take assignments for load in another discipline, a secondary discipline, for which they meet minimum qualifications. Under normal circumstances, the unit member for whom it is a secondary discipline shall receive load in that discipline after the primary members of that discipline have completed scheduling of their full-time load obligations, but before any assignments in that discipline are taken for overload, or offered to retirees or Part-time (Adjunct) unit members.
 - (1) In the event that a unit member is underloaded due to the cancellation of an assignment, and that unit member has an overload assignment in a secondary discipline, that unit member shall be eligible to convert that assignment from overload to regular load to meet their full-time service obligation.
 - (2) By mutual consent of the Vice President of Academic Services and the unit member who is qualified to teach in more than one discipline, a unit member may fulfill his or her full-time service obligation with assignments from more than one discipline, even when there are assignments available in their primary discipline.

10C.1 Full-service Week

A full-service week usually has a full instructional, counselor, librarian or special assignment week of the Academic Calendar unless prior arrangements are agreed to in writing by authority of the Dean. These prior arrangements may include a four day scheduled assignment, if the appropriate Vice President certifies that the schedule is consistent with the Discipline Plan developed by the Enrollment Management Committee. It is understood that all unit members are accountable for committee and required meetings on days other than their scheduled assignment days if they have less than a five day on-campus assignment.

10C.2 Final Examination Week

The Final Examination Schedule will replace the regular assignment of teaching faculty during the final examination days. Instructors with 100% Contract, Regular and Temporary status shall post five (5) office hours with no more than two (2) office hours in any one day except when rescheduled by their Dean, and shall otherwise advise their Dean of their whereabouts on campus by a written schedule. Counselors will hold eighteen (18) scheduled counseling hours during final examination week except as their administrator may make adjustments. Librarians and Special Assignment faculty will provide their full service week during final examination week except the last day of finals which shall be four (4) hours. For faculty members with Contract, Regular or Temporary status teaching less than a 100% load, a proportionate assignment will be served in each instance. (See [Section 10D.3a.](#))

A final examination or culminating activity will be given in each course during the final examination week. The final examination or culminating activity is planned to be two hours in duration.

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

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

10C.3 *Alternative Duty*

The alternate duty assignment shall be any assignment of duties which are not part of the conventional faculty assignments as instructors, counselors, or librarians. Alternate duty assignments shall be on the basis of 2.5 weekly hours per one (1) CAH.

Alternate duty assignments which include four (4) or more CAH per semester shall be made on the basis of:

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

10C.3a *Faculty Senate Presidents*

The Chairpersons of the Academic Senates shall receive seven and one half (7.5) CAHs of Release Time for each semester of active service.

10C.3b *Release Time Study*

The District and Faculty Association will conduct a study to develop a consistent District-wide standard for the assignment of Release Time according to size of program(s), FTEF, workload and other factors agreed to by the District and the Faculty Association.

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

a. *Dual College Service for Load*

Unit members can achieve their full time service obligation (full load) by teaching at both colleges by the mutual consent of the unit member and appropriate Vice-President at each college.

b. *Minimum Qualifications*

Contract and Regular unit members shall receive full load assignments and overload. (See [Sections 10D.10-11.](#)) Minimum Qualifications shall be used to determine overload and Summer Session assignment eligibility and to augment a load assignment if it is under-loaded.

c. *Application of Load to Summer Session Assignments*

If there will be no adverse effect on students or programs during the regular academic year and if mutually agreed upon by the unit member and appropriate Vice President, up to two Summer Session assignments can be counted toward the academic year load requirement. If Summer Session assignments count toward academic year load requirement, then the unit member shall be credited this entire load amount resulting in a reduced load during the academic year immediately subsequent to the agreed-upon Summer Session assignment(s) at the unit member's discretion. Notwithstanding, the unit member will fulfill all of his or her professional obligations during the academic year, commensurate with a full load. This provision applies to Regular unit members only. (See Appendix: [Summer Assignment: Form for Load Credit.](#))

d. *Primary Workload Requirement*

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

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

10D.1 *Primary Assignment Hours*

a. *Faculty Lecture Hour A is 1.00.*

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

b. *Faculty Laboratory Hour B is calculated at either .75 or .80 of Faculty Hour A and includes the following:*

- (1) **Faculty Hour B.1 at .75** is a classroom teaching hour in technical laboratories, clinic studio, physical education activities, music practice

and performance, auxiliary supported individualized learning centers, and individualized instruction.

- (2) **Faculty Hour B.2 at .80** is an hour of line-of-sight supervision of Nursing students in a hospital setting that is accounted for through positive attendance and the following courses: Dental Hygiene 57, 71A, 71B, 74B, 81A and 81B.
- (3) The District and Faculty Association will conduct a pilot study of selected laboratory based disciplines to develop consistent District-wide standards for load and laboratory support (B hours). The mutually agreed to standards and their implementation will be negotiated and their findings implemented by Fall 2007.

c. Faculty Hour C is calculated at either 1.17 or 1.25 of Faculty Hour A.

- (1) **Faculty Hour C.1** is a classroom teaching hour of 1.17 of Faculty Hour A with a class size of 25 students for the following courses: English 110A, B, C, D, English 11, 12, 13; Mass Communication 1, 2, 3; ESL 131A & B; ESL 121 A&B; ESL 24 and 25. (The class size at LPC for these courses will remain at the current (2005-06) levels for the 2007-08 academic year. Thereafter, the class size will be 25 students. The load factor will be implemented during the 2007-08 academic year.)
- (2) **Faculty Hour C.2** is a classroom teaching hour of 1.25 of Faculty Hour A with a class size of 27 students for the following courses: English 1A, 3, 4, 7, 52A, 52B, 70, 101A, 101B, 102.
- (3) **Faculty Hour C.3** is a classroom teaching hour of 1.25 of Faculty Hour A for the following courses: English 100A, 100B and 104.

d. Counseling Faculty Hour D is calculated at .56 of Faculty Hour A, i.e., twenty-seven (27) scheduled hours per week. Faculty Hour D is a scheduled hour of assignment in counseling or advising for general students and/or special programs. If a Full-Time, Regular counselor's assignment includes the coordination of a related program, the hours spent on this coordination will be calculated as D Hours. The counselor will be required to maintain his or her three (3) liaison hours and five (5) professional activity hours.

e. Library Faculty Hour E is calculated at .40 of Faculty Hour A. The librarian will be required to fulfill his or her other professional activities ([10D.3.c](#)).

f. Special Assignment Faculty Hour F is calculated at .40 of Faculty Hour A, and is an hour of special assignment that is different from the duties of [Sections 10.D.1a-e](#). Such duties may involve coordination of programs, projects, research, faculty and staff development. Any fraction of the primary teaching assignment assigned to the F Hour will be subtracted proportionately from the total assignment. The F Hour does not apply to counseling and library faculty who are performing coordinator duties as part of their regular load.

- g. **Definition of Hours.** Teaching hours consist of 50 minutes; counseling, librarian, and specific assignment, hours are 60 minutes. Faculty shall conduct class during scheduled class hours as specified in the class schedule.
- h. **Distance Education.** All Distance Education courses being taught for the first time by a particular instructor or being taught in a Distance Education format for the first time or being taught for the first time in either of the colleges must be submitted for approval to the Curriculum Committee and any additional committee as required by the college.

10D.2 Specific Assignment Hour Definitions

- a. **Work Experience Credit.** One unit of Faculty Hour A credit is given for every ten (10) students in supervised, on-the-job training (courses currently number 95). Work experience seminar hours (courses currently number 96) are credited as Faculty Hour A.
- b. **Internships.** One unit of Faculty Hour A credit is given for every ten (10) students in supervised, on-the-job training (courses currently number 95). Work experience seminar hours (current number 96) are credited as Faculty Hour A.
- c. **Service Learning.** One (1) unit Faculty Hour A credit is given for a weekly (1) one hour lecture in which the class discusses issues in the community, receives training, and participates in reflection activities on their volunteer experience. In addition, 0.75 units CAH is given for every ten students participating in the fieldwork “community service” segment of the course. If an instructor supervises field work for one academic year and the total number of students totaling reaches ten (10) or more, then the instructor will receive 0.75 CAH as described above.
- d. **Speech and Drama Public Performance Courses.** These courses are credited as Faculty Hour A for the maximum number of units available to students.
- e. **Team Teaching.** If more than one instructor is assigned to a class, the instructors will apportion the load credit unless sections are combined to produce a proportionate increase in class size. In multiple team teaching where more than one instructor is assigned to teach and be present in the class, load credit shall be given according to the time each is assigned and present in the class.
- f. **Colloquium.** A Colloquium is a group of students that meet with an instructor to consider ideas or documents of continuing importance, or a special topic. A Colloquium involves a contract between the unit member and the appropriate Dean and Vice President.

Faculty Hour A credit is given for Colloquia. Individual faculty members may request up to one Colloquium per semester for faculty load credit. Colloquium credit is granted at the rate of one (1) unit of Faculty Hour A credit for every ten (10) students. If an instructor has an academic year-long Colloquium and the total number of students reaches ten (10) then

Colloquium credit will be granted (see Appendix: [Colloquium: Request to Offer](#)).

- g. **Instructor of Record.** An instructor of record for courses requiring the organization of such matters as speakers, special arrangements, and positive attendance may receive up to a total of four hours of pay in the semester in addition to any compensation for teaching performed in the course, as determined by the Vice-President, in consultation with the CEMC.

10D.3 Other Assignment Hours

a. Office Hours.

1. **Obligation.** Full-time unit members whose load is 100% teaching shall have five (5) scheduled office hours per week during the academic year. Faculty whose load is distributed between teaching and other duties shall have their office hours obligation reduced proportionately to their teaching assignment at the ratio of one (1) office hour for each three (3) CAH of instruction. For instance, if a full time unit member's load obligation is 60% teaching and 40% release, then the unit member shall have three (3) scheduled office hours per week during the academic year.

If the unit member's teaching load up to 15 CAH is not divisible by three (3) CAH, then he/she shall serve half of the remaining office hour if the remainder is 1.5 CAH or less. If the remainder is greater than 1.5 CAH, the unit member shall serve the full office hour.

Example:

Teaching load of 10 CAH equals 3.5 office hours per week.

Teaching load of 11 CAH equals 4 office hours per week.

2. **Summer Session.** Unit members shall receive one (1) hour per week in accordance with [Article 17C.3](#) of this Agreement during the Summer Session. Summer Session office hours shall be compensated according to [Article 21G.1d](#). Office hours apply to faculty who teach, at the rate of one (1) office hour each week for three (3) CAH of instruction.
3. **Procedures.** Office hours shall be full academic hours (50 minutes) and shall be held between 7:00 a.m. and 4:30 p.m. unless approved by the Dean with not more than two office hours in any one day or night for full-time classroom assigned faculty. When an instructor is assigned to classes after 4:30 p.m. as part of his/her regular load, a proportionate amount of that instructor's office hours may be scheduled after 4:30 p.m. A minor portion of the total number of office hours may be of twenty-five (25 minutes) duration. Hours less than fifty (50) minutes and any exceptions to this Section must have prior approval of the Dean.
4. **Impact of Leaves.** Regular faculty who are on Leave and who teach on a Part-Time (Adjunct) basis during the Leave may schedule paid office hours according to the provisions of [Article 18J.4-6](#).

5. **Distance Education Courses.** If the primary mode of instruction of a course is via Distance Education, the instructor may conduct the required office hour for such course via Distance Education (see [Section 10F](#) for Distance Education definition). Up to a maximum of three (3) such office hours per week for those instructors providing sixty percent (60%) or more of instructional load via Distance Education are permitted. Distance Education office hours shall be posted on-line and outside the instructor's office.
 6. **Split Assignments.** Any unit member who has a split assignment between the two college campuses shall conduct office hours at each campus in proportion to their load at each campus. Notice of office hours and their location shall be posted outside each office and filed with the Dean. Office hours shall be stated in the class syllabus.
- b. **Two Required College Hours or Other Forums.** The colleges may institute College Hours or some other forums to enable all faculty, administrators, and students to be able to meet with the Chancellor, Vice Chancellors, Presidents, Faculty Senate, Faculty Association, and/or divisions on a regular basis (See Appendix: [MOU: College Hour MOU](#)).
 - c. **Professional Activities.** All Contract, Regular and Temporary unit members will: (1) attend and participate in faculty meetings, division meetings, subdivision and/or task force meetings, Chabot College Hour, Las Positas Town Meetings; (2) hold memberships in the Faculty Senates, College/District standing committees, College/District ad hoc committees and/or student clubs or activity advising from time to time; (3) participate in orientation, commencement, and staff development activities; (4) participate in special responsibilities that may be appropriate to a particular faculty assignment such as attendance at advisory committee meetings, contacts with other educational institutions, organizations, businesses or industry; (5) participate in program and subject area improvement tasks such as revising and developing curricula, program review, articulation, and mentoring students, non-tenured and Part-time (Adjunct) faculty; (6) meet deadlines in submittal of grades and census reports; and (7) faculty may also participate in outreach activities to other educational segments and the community.
Professional activities listed in this Section shall be considered to represent an additional five (5) hours per week.
 - d. **Exception to Committee Service.** Any full-time unit member may choose to receive prior required training and then participate in (4) four Part-time (Adjunct) faculty unpaid evaluations in one semester, in lieu of serving on a standing committee for the semester. Evaluation training sessions shall be conducted on an annual basis as described in [Article 18I.8](#). Evaluators must be appointed by the appropriate Division Dean.

10D.4 Counselor Workload

- a. **Hours Per Week.** The counseling assignment (direct counseling) shall not be more than twenty-seven (27) scheduled counseling hours per week. One

(1) of the twenty-seven (27) assignable counseling hours shall be scheduled by the faculty member for the purpose of preparation, follow-up, electronic mail involving student contact. Three (3) additional hours of professional counseling related activities, which may include liaison with high schools, instructional divisions and other college groups, plus additional professional activities as described in [Section 10D.3c](#).

b. Scheduled Counseling Hours

- (1) Counselors shall have scheduled hours of assignment that include Appointment Counseling Hours, Drop-In Counseling Hours, and Orientations. Appointment Counseling Hours or Drop-in Counseling Hours may be scheduled during College Hour.
 - (a) Appointment Counseling Hours are scheduled on the basis of an average of two (2) per hour except for such tasks as Student Education Plans, Veteran Plans, EOPS Plans, Personal Counseling and other tasks as mutually agreed upon by the Dean and the counselor.
 - (b) Drop-In Counseling Hours are scheduled on an as needed basis for needs other than Specific Appointment Counseling Hours.
 - (c) Orientation Hours are repetitive presentations to new and returning students.
 - (d) If students scheduled for Appointment Counseling leave early or miss appointments, counselors may be assigned to work with drop-in students.
- (2) Group counseling/advising shall earn B hours, with approximately 15 students and homogeneous groupings of students. For example, a counselor might serve a total of 17.5 hours over a term to earn 1 B hour.

c. Deadline for Production of the Master Schedule:

The Dean of Counseling/Supervisor, with advice from the counselors, will produce a Master Schedule for the Summer and Fall terms, including the individuals' names, by the end of the first week of April. If that deadline is not met by management, the right of assignment is lost for that summer. By the end of the first week of November, the Dean of Counseling/Supervisor with advice from the counselors, will produce a Master Schedule for the period commencing the end of the Fall Semester through the academic year.

d. Master Schedule Assignment:

The Master Schedule shall be opened for assignment selections by counselors through a process established by the Dean of Counseling/Supervisor, with advice from the Counselors.

- a. Professional Activities See [Section 10D.3c-d](#).
- b. Teaching hours performed by counselors will be credited with whichever faculty hour ratio is appropriate to the assignment. Coordinating special programs and special assignments will be

determined by the appropriate administrator in consultation with each counselor.

10D.5 Librarians

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

10D.6 Faculty Advising

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

10D.7 Assignments Outside the Fall and Spring Semesters

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

10D.8 Exclusions

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

10D.9 Workload Residuals for Continuing Faculty

When Contract or Regular unit member's completed assignment results in an underage or overage of more than five (5) CAH the overage or underage must be brought to five (5) or less within two (2) academic years.

The overage shall be taken from non-banked carry-over unless the unit member consents to the use of banked carry-over for this purpose.

a. Workload for Non-Continuing Faculty

Non-continuing faculty with underloads shall have preference for assignments to bring their load balance to “0”.

10D.10 Overloads.

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

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

OR

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

- b. Regular and Contract unit members shall request an overload assignment by the end of the first week of December.
- c. Regular and Contract unit members shall have priority over Part-time (Adjunct) unit members for performing Inter-session, Summer Session or overload assignments based on their minimum qualifications up to the contractually authorized limit of overload defined in [Section 10D.11](#) below. Rotational seniority may be invoked at a unit member’s request, as described in item d below. Temporary unit members shall receive overload, Summer Session or Inter-session assignments according to the procedures listed in Article 18B.1e for Part-time (Adjunct) unit members. Regular, Contract and Temporary unit members will be compensated according to the Schedule of Part-time (Adjunct) Service Rates for all overload work.
- d. With respect to Summer Session, overload, and Inter-session assignments, if rotational seniority is requested by a Contract or Regular unit member, then each eligible unit member shall have the right to choose an assignment, in order of seniority (initially determined by date of hire) until either all the assignments are taken, or all unit members are assigned the desired amount of overload.
- (1) Once the most junior person receives an assignment in any round, the process shall wrap around to the most senior person who has the first right of choice in the next round.
- (2) Each semester the process shall commence where it ended the previous semester (i.e., it does not automatically begin a new round).

- (3) If the unit member fails to request the assignment on time (as indicated in (b) above), then the normal assignment preference may be forfeited for that semester, Summer Session or Inter-session.
- e. Temporary unit members shall be eligible for overload, Summer Session, or Inter-session assignments according to [Article 18B.1.e](#) after Part-time (Adjunct) unit members receive assignments. The above processes of rotational seniority and requesting assignments shall be followed if invoked.

10D.11 Workload Bank and Overload Limits

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

Sixty percent (60%) of Faculty Hour A hours is 9 CAH equivalent. Sixty percent (60%) of Faculty Hour B hours is 12 hours weekly teaching load. Effective January 2007, Sixty percent (60%) of a counselor load is 16 weekly counseling hours. Sixty percent (60%) of a librarian load is 18 weekly scheduled hours. Sixty percent (60%) of a special assignment load is 18 weekly scheduled hours.

10E. Class Size

10E.1 Distance Education Impact

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

10E.2 Minimum Class Size

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

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

- a. Classes required for graduation, for a major, or for a career;
- b. Classes offered in limited capacity classroom or laboratory facilities;
- c. Classes subject to statutory or state regulations mandating class size;
- d. Initial pilot or experimental offerings for their first and second presentations;
- e. Contracts with outside agencies under which the District agrees to provide instruction;

- f. Classes in which the enrollment was targeted below the contractual minimum class size as part of a Discipline Plan which fulfills the recommended WSCH/FTEF target established by the CEMC;
- g. The District and the Faculty Association will negotiate over any increase in minimum class size.

10E.3 Large Enrollment Lecture Classes

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

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

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

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

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

Load Factors for Large Lecture Classes	
Class Size at Census	Pay/Load Factor
55	1.10
60	1.20
65	1.30
70	1.40
75	1.50
80	1.60
85	1.70
90	1.80

Load Factors for Large Lecture Classes	
Class Size at Census	Pay/Load Factor
95	1.90
100	2.00
105	2.10
110	2.20
115	2.30
120	2.40
125	2.50
130	2.60
135	2.70
140	2.80
145	2.90
150	3.00

10E.4 Maximum Class Size

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

- a. No class enrollment may exceed the room occupant limits established for each individual classroom. Enrollments that exceed occupant limitations shall be immediately reported to the unit member’s Dean.
- b. The District and the Faculty Association will negotiate over any increase in maximum class size.

10F. Distance Education

10F.1 Definition

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

10F.2 Distance Education Intellectual Property Rights

Notwithstanding any other provisions of this Agreement, the unit member retains ownership of and the right to copyright course materials of Distance Education courses he/she develops, except for ownership of the courseware shell. All such materials, except the courseware shell are not “work for hire” as

that term is defined in the Federal copyright laws. Any use of these materials without the consent and/or written authorization of the originating unit member is prohibited. (See Articles [30B.1](#) and [30B.2](#).)

10F.3 Distance Education-related Working Conditions

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

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

- a. Instructors teaching Distance Education courses shall be evaluated with the negotiated form for said purpose. (See Appendix: [Evaluation: Student Response to Instruction Form Online Class](#), [Evaluation: Observation of Instruction Form Online Class](#)). Unit members shall be evaluated during their first Distance Education course. (See Appendix: [MOU: Training of DE Evaluators](#)).
- b. Unit members’ working hours shall be reasonable. Unit members shall not be required to instantaneously respond to student inquiries, or to respond during otherwise duty-free time. Unit members are encouraged to establish fixed hours for receiving and responding to student communications.
- c. No unit member shall be displaced because of Distance Education courses.
- d. No Distance Education work shall be offered by persons not employed within the faculty bargaining unit.
- e. No work traditionally performed by unit members shall be awarded to other institutions for transmission to Chabot Las-Positas Community College District students by electronic means.

10G. Community Partnership Agreements

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

See Appendix: [Community Partnerships: Partnership Agreement: Valley Care Nursing](#) for existing negotiated Partnership Agreements.

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ARTICLE 11. LEAVES OF ABSENCE

11A. Sick Leave for Personal Illness and Accident

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

Unit members considering a Leave of Absence should review the provisions of Article [20B](#) and [20C](#) concerning medical insurance for retirees and the provisions of Article 19 concerning Pre-retirement Reduction in Load.

11A.1 Uses of Sick Leave

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

- a. Unit members who are working are entitled to use Sick Leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing Leaves of Absence for other illness or medical disability. (Note: See [Section 11B.1c\(1-3\)](#) for further clarification.)

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

- a. **Full-Time Employment.** Sick Leave is earned at the rate of one (1) day per month of full-time employment. Unit members who are employed full time (100% of load) shall be entitled to ten (10) days of paid Sick Leave each July 1 for the purposes of personal illness or injury.
 - (1) **Accumulation of Sick Days.** If a unit member does not utilize the full amount of Sick Leave authorized in any school year, the amount not utilized shall be accumulated from year to year. Sick Leave is credited at the beginning of the term and may be utilized immediately. If the unit member terminates employment before the end of the term, the unit member must pay back any Sick Leave hours claimed that were not yet earned.
 - (2) **Leave of Absence.** A unit member who is on Leave without pay shall not earn Sick Leave.
 - (3) **Partial Day.** A unit member who is absent for less than one (1) full day shall have deducted from the accumulated leave the pro-rata portion of a day based on the ratio of scheduled hours absent to the total number of required assigned hours for that day. This calculation shall be done on the basis of percentage of the unit member's absence from the total number of hours he/she was scheduled that day. For instance, if a unit member was scheduled to work a six (6) hour day and missed three (3)

hours, then only 50% of a Sick Day shall be deducted from his/her allotted benefit.

(4) **Five Day Work Week for Purpose of Sick Leave Reporting.**

For purposes of this Section, a Contract, Regular, or Temporary unit member who is absent for five (5) consecutive days shall have five (5) days of Sick Leave deducted from his or her accumulated Leave. This shall be the standard regardless of how many week days the unit member has on-campus assigned duty days.

- b. **Less Than Full-Time Employment Status.** Unit members who work less than Full-time shall be entitled to the pro-rated portion of the ten (10) days Leave based on the percentage of annual full-time load assigned.
- c. **Summer Session.** Effective the 2006-07 Academic Year, Summer Session Sick Leave shall be discontinued as a separate type of Leave. Any residual days shall be converted to the appropriate hour types according to the conversion fractions given in [Section 11A.3](#), and added to the unit member's adjunct/overload Sick Leave balance.
- d. **Part-time (Overload) Sick Leave.** A Contract or Regular unit member who renders service on a Part-time (Adjunct) basis during a Fall or Spring Semester will earn Sick Leave in exactly the same manner as stated in [Section 11A.3](#). For example, a three hour class will earn three hours of Sick Leave for the term. Unit members with Contract or Regular status may utilize Sick Leave, accumulated for the academic year and Summer Session, during their service on a Part-time (Adjunct) basis.

If a Contract or Regular unit member who is providing such overload service for pay is absent from both his/her regular assignment and overload assignment, then both the Regular and the Part-time Leave will be deducted. When the unit member exhausts his or her Part-time (Adjunct) Sick Leave, Regular Sick Leave is reduced as follows:

For instructional assignments: 1 hour = 1/4 day

For non-instructional assignments: 1 hour = 1/6 day

When a unit member has exhausted his or her Part-time (Adjunct) Sick Leave, it is possible to use more than one day of regular Sick Leave per day of absence. For example, absence of one day of regular assignment in addition to absence from 2 instructional hours of an overload assignment will reduce regular Sick Leave by 1.5 days.

Part-time Sick Leave hours may be converted to days according to the above conversion factors, and added to the unit member's Full-Time Sick Leave days upon request of the unit member.

- e. **Notification.** Each unit member shall be notified of the accumulated Sick Leave earned during the regular academic year and/or the Summer Session with each monthly pay warrant.
- f. **Substitution: Faculty.** No unit member absent due to illness or personal necessity for a period of three (3) days or less shall be charged Sick Leave if, during his/her absence the position is voluntarily filled by other faculty

members who meet minimum qualifications, and are available to directly supervise the students at no cost to the District. It is understood that this provision only applies when the class is not canceled or when counseling/librarian/or special assignment duties are not forfeited.

Whenever possible, the Dean is to be notified in advance; otherwise the Dean is to be notified the following work day. The Absence Report form (see [Absence: Report Form](#)) must be submitted to the appropriate Dean or director by the faculty member who was absent to verify that these conditions have been met.

g. **Eligible Sick Leave (From Outside the District):**

- (1) Sick Leave credit received by transfer from the previous employer of a new unit member shall be accepted within one year from date of hire pursuant to the provisions and limitations of the California Education Code.
- (2) It shall be the responsibility of the unit member to notify the Human Resources Department, in writing, of the name and address of the District by whom he/she was last employed, and request credit for the accumulated Leave of Absence for illness or injury to which he/she is, or was, entitled at the time of separation from said District.

h. **Impact of Sabbatical**

For any academic year that includes one or both semesters on Sabbatical Leave, the Sick Leave earned shall be pro-rata accrual of the normal ten (10) day allotment, in proportion equal to the percentage of the member's normal salary that is to be disbursed for the year. (For example, a unit member earning 75% of his/her normal annual salary will accrue 7.5 days for the year.) If the member elects to use banked load to bring their pay to 100%, then the year's Sick Leave accrual shall be the full 10 days.

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

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

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

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

- a. For short-term, Summer Session or Inter-session assignments, sick hours shall accrue on the basis of the hours per week the assignment would entail if it were a full-term assignment. (For example, a 3-unit lecture assignment accrues 3 hours Sick Leave regardless of the number of weeks the class meets.)

- b. Unused Part-time (Adjunct) faculty Sick Leave shall be converted to days and reported to the State Teacher's Retirement System upon the unit member's retirement. This shall also apply to Full-time unit members who have Part-time (Adjunct) Sick Leave hours. The conversion factor shall be as follows:

For Sick Leave hours accumulated for instructional assignments:

4 sick hours = 1 day

For Sick Leave hours accumulated for non-instructional assignments:

6 sick hours = 1 day

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

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

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

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

11A.5 Medical Verification

Whenever a unit member claims Sick Leave for three (3) or more consecutive working days, or five (5) or more cumulative days in any thirty (30) calendar day period, the District may require the employee to present a written, signed statement from the unit member's health care provider¹ or religious advisor

¹ For purposes of this section, the term "health care provider" shall be consistent with the definition of the same in

where such is deemed in conformance with religious tenets, verifying the illness, injury or quarantine and the date the unit member can return to work.

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

11A.6 Sick Leave Donation for Terminally Ill Employees

Appendix: [Sick Leave Donation: Application \(Terminal Illness\)](#)

Each unit member may donate days of Sick Leave to individual employees of the District, who due to a terminal illness, have exhausted all accumulated Sick Leave. Donors may not donate more than two days of Sick Leave in any fiscal year for Full-time unit members and twelve hours for Part-time (Adjunct) unit members, and must have a minimum of 40 days of accumulated Leave on account with the District. If a Full-time unit member donates a full-time day of Sick Leave, that day shall equate to six (6) hours. No donee may receive more than 100 days of donated Leave in total. A "terminal illness" must be certified as such by the procedure established in [Article 11A.5](#) -Medical Verification.

11A.6a. Process for Requesting Donations
See Section 11A.7a

11A.6b. Process for Making Donations
See Section 11A.7b

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

Appendix: [Sick Leave Donation: Application: \(Serious Health Condition\)](#)

Each unit member may donate days of Sick Leave to individual employees of the District who, due to a serious health condition, have exhausted all accumulated Sick Leave. Donors may not donate more than two days of Sick Leave in any academic year for Full-time unit members and six hours for Part-time (Adjunct) unit members, and must have a minimum of 40 days of accumulated Leave on account with the District. No Full-time faculty donee may receive more than 30 days of donated Leave per academic year. No Part-time (Adjunct) faculty may receive more than thirty-six (36) hours of donated Leave per academic year. A Full-time unit member may donate full-time Sick Leave days to a Part-time (Adjunct) unit member at the rate of six (6) hours of Part-time (Adjunct) Sick Leave per one full-time day.

A "serious health condition" is defined as an illness, injury, impairment, or other physical or mental condition of a nature necessitating a continuous absence from

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

work of more than ten days that involves inpatient or outpatient care in a hospital or residential health care facility, and continuing treatment or continuing supervision by a health care provider as defined in [Section 11A.5 - Medical Verification](#). The District has the right to require additional certification by a physician chosen by, and paid for, by the District as per [Section 11A.5](#).

The donated Sick Leave may be used only when the employee has exhausted accumulated Sick Leave and is not eligible for long-term disability coverage or not yet begun to receive long-term disability coverage. The recipient is responsible for payment of any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient.

11A.7a. Process for Requesting Donations

- (1) The applicant for donated Sick Leave shall fill out an Application For Donated Sick Leave (Appendix: [Sick Leave Donation Transfer Form](#)), stating the nature of the serious health condition, the number of days estimated that the illness will last, or how many days the illness did last and the number of days the applicant currently has on account with the District. This application shall be provided to applicants by the Director of Human Resources.
- (2) The application must be signed by the applicant and the applicant's physician(s), and sent to the Director of Human Resources who may demand additional medical verification as per the procedure cited in [Section 11A.5](#).
- (3) As soon as the Director of Human Resources has reviewed the application, the applicant shall be so informed and solicitation of donations may then be made by the individual or his/her representatives on his/her behalf. The Human Resources Director must be notified that solicitation of donations has commenced. (The solicitation period shall be limited to a period not to exceed one month.)

11A.7b. Process for Making Donations

- (1) Donations of Sick Leave shall be authorized by a signed pledge form, which shall be filed with Human Resources. This pledge form shall provide legal waiver and spousal consent, where necessary.
- (2) Donated Leave must be in one-day increments for full time unit members. Donated Leave must be in hour increments for Part-Time (Adjunct) unit members.
- (3) In the event that several employees sign pledge forms to donate, the Sick Leave shall be allocated to the donee in the order the signed pledge forms are received by Human Resources.
- (4) Sick Leave shall not be transferred from a donor's account until it is used by the recipient for the serious illness or medical condition detailed on the Application for Donated Sick Leave. Once transferred the transfer is irrevocable. In the event that the recipient

does not use all pledged Sick Leave, any unused pledge forms shall be returned and no Sick Leave deductions made from pledgers' Sick Leave accounts.

- (5) The Human Resources Office shall keep the identities of any of those pledging Sick Leave confidential.

11B. Personal Necessity Leave Deducted From Sick Leave

(See Form Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

11B.1 Statement of Purpose

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

- a. **Death of a member** of his or her immediate family when additional Leave is required beyond the number of days provided under the Bereavement Leave section of these rules and regulations;
- b. **Accident** involving his or her person or property, or the person or property of a member of his or her immediate family;
- c. **Illness** of a member of his or her immediate family;
 - (1) Upon a written request, any employee may be granted Sick Leave deductions because of illness in his/her immediate family. For purposes of this Leave provision, immediate family means: mother, father, grandfather, grandmother, or a grandchild of the employee or of the spouse of the employee, the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relatives or equally significant other persons living in the immediate household, or registered domestic partner. No more than seven (7) days may be so deducted from Sick Leave in one (1) fiscal year. [Exception: (2) below.]
 - (2) Notwithstanding (1) immediately above, up to one-half of an employee's annual Sick Leave allotment, once it has actually accrued, may be used when an employee needs time off to care for a child, parent or spouse.
 - (3) Under this Section, Sick Leave is defined as accrued increments of compensated Leave meant for an employee's illness or injury, doctor's appointments or other medical needs.
 - (4) Under this Section, Personal Necessity Leave deducted from Sick Leave does not carry over from year to year.
 - (5) Under this Section, proof of illness of a spouse, child or parent may be required.
 - (a) A "child" means a biological, adopted or foster child, a step-child, a legal ward, or a child an employee has accepted the duties and responsibilities of raising.
 - (b) A "parent" means a biological, foster or adopted parent, a step-parent or a legal guardian.

- (c) The term “spouse” applies only to an individual to whom the employee is legally married.
- d. **Appearance in any court** or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- e. **Matters of compelling personal importance** which cannot be accomplished at times other than assigned working hours.
- f. **Application to unit members on pre-retirement reduction in load.** This provision shall apply to Regular unit members on Pre-retirement Reduction in Load on a basis proportional to the unit member’s annual District service.

11B.2 Definition of Immediate Family

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

11B.3 Maximum Number of Days

The maximum number of days of accumulated Leave of Absence for illness or injury which may be used for the purposes set forth above shall not exceed seven (7) days in any one (1) school year. (See exception in [Section 11B. 1c\(1-2\)](#) above.) Leave taken during the Summer Session or an extra pay assignment is limited to the amount of Sick Leave earned in that Summer Session or academic year in which the extra pay was earned.

11B.4 Verification

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

11C. Bereavement Leave: District Provided

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

11C.1 Definition of Immediate Family

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

11C.2 Duration of Leave

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

This Section applies to unit members on Pre-retirement Reduction in Load with no reduction in duration of the Leave.

A Part-Time (Adjunct) unit member shall be entitled to a maximum of two (2) sequential days' Leave of Absence without loss of salary or extra hours pay on account of the death of any member of his or her immediate family. This provision also applies to Contract, Regular, and Temporary faculty teaching overload classes.

11D. Industrial Accident and Illness Leave

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

11D.1 Purpose

Unit members will be entitled to Industrial Accident Leave according to the provision in California Education Code Section 87787 for personal injury which has qualified for Worker's Compensation under the provisions of the District's Worker Compensation Insurance Fund.

11D.2 Duration and Accumulation

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

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

11D.3 Medical Examination

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

11D.4 Reimbursement

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

11D.5 Sick Leave

If the unit member is unable to return to duty after exhausting paid Industrial Accident and Illness Leave, the unit member will receive any accumulated paid Sick Leave and other extended Sick Leave benefits. Such Leave shall not affect the normal accumulated Sick Leave. Such Leave allowances will be reduced only in the amount necessary to provide a full day's wages or salary, when added to compensation from District's Worker Compensation Fund.

11D.6 Residency Requirement

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

11D.7 Separation From District Employment

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

11E. Leave for Pregnancy

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

11E.1 Use of Leave

Contract, Regular, and Temporary unit members are entitled to use Sick Leave as set forth in Section A of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, and shall be limited to those disabilities as set forth above. The length of such Disability Leave, including the date on which the Leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. It is recognized that the unit member is entitled to up to four (4) months of Leave under the Fair Employment and Housing Act (FEHA) for any pregnancy related disabilities. The Fair Employment and Housing Act specifies the duration and conditions for Leave.

11E.2 Medical Verification

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

11E.3 Benefits While on Leave

The unit member shall receive District provided medical benefits while on Pregnancy Leave. These benefits shall be provided by the District at the same level as when the unit member was a member of the active staff. (For example, if the unit member has received medical benefits at the level of a Full-time faculty person, then the District provided benefit shall continue at the same level during the course of the Pregnancy Leave. If the unit member had received medical benefits on a partial basis prior to the Leave, then the District shall maintain the partial coverage while the unit member is on Pregnancy Leave.

11F. Parental Leave

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

A unit member may be granted Leave without pay, or may work at a reduced work load, for the purpose of childbirth preparation or postpartum infant care including adoption. In accord with the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA), such Leave may not exceed seven (7) months duration for a female unit member and twelve (12) weeks duration for a male unit member and may start anytime after the birth (or adoption) of the child. Such Leave shall be with employee benefits, if the unit member is otherwise eligible for these benefits. The District provided benefits shall be in proportion to what the unit member received while on active status. For example, if the unit member received full District provided benefits while active, then that level of benefits shall continue when the unit member is on Parental Leave. If the unit member received partial District provided benefits while on active status, then the partial level of benefits shall apply while the unit member is on Parental Leave.

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

11G. Judicial Leave

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

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

This provision shall apply to Regular faculty on Pre-retirement Reduction in Load.

A Part-Time (Adjunct) unit member shall be entitled to up to three (3) hours of Judicial Leave according to the above specifications. This provision also applies to Contract, Regular, and Temporary unit members teaching on an overload basis.

11H. Military Leave

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

11H.1 Purpose and Duration

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

11H.2 Compensation

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

11H.3 Orders

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

11I. Personal Leaves With Pay

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

11I.1 Provisions

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

- a. **Impact of Pre-Retirement Reduction.** Regular faculty on Pre-retirement Reduction in Load shall receive one full Personal Leave day for the year.

- b. **Impact of Sabbatical.** Regular faculty on Sabbatical Leave shall receive one full Personal Leave day for the year regardless of whether the faculty person is on a full year or semester-long Sabbatical. If the member elects to use banked load to bring their pay to 100%, then the year's Personal Leave accrual shall also be the full day. (See [Article 12A.5d.](#))

11J. Leaves Without Pay

(See Appendix: [Absence: LOA Requests](#) and [Absence: Report Form](#))

11J.1 Family and Medical Leave Without Pay

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

uncertain). Failure to obtain medical certification when necessary may delay the granting of the Leave request until such certification is provided.

- f. **Benefits.** A unit member taking Family and Medical Leave may continue to participate in the District provided health plan and insurance benefits under the same terms and conditions as if employed. (For example, if the unit member is enrolled in the District provided health plan and receives full benefits from the District, then the District shall continue to pay the full health plan benefits while the unit member is on the Leave. If a unit member is receiving a portion of the District-provided health plan, then the unit member shall receive the same portion of the health plan while on Leave.)
- g. **Periodic Reports.** A unit member may be required to provide periodic reports of his or her status and of his or her intent to return to work while on Leave. Such reports may be required as often as every thirty (30) days, unless otherwise specified by the unit member's immediate supervisor.
- h. **Fitness for Duty.** A unit member on Family and Medical Leave for his or her own serious health condition is required to provide a fitness-for-duty certificate from his or her physician before he or she will be reinstated to employment.

References

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

11K.1 Other Leaves Without Pay

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

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

particular year. Such Leave shall be for whatever amount is recommended by the Chancellor and approved by the Board of Trustees.

11K.2 Unpaid Sabbatical Leaves

Leaves without pay, granted to the unit member for experiences which may be presumed to be of educational benefit to the students and the District, as determined by the Sabbatical Leave Committee, shall result in service credit up to a one-year maximum on the Salary Schedule for the period of the Leave. Application for step advancement credit must be made in advance. (See [Article 12A.7](#) for application – Sabbatical Leave).

The District shall, if requested by the unit member, report said Leave to STRS as an unpaid Sabbatical Leave for the purpose of allowing the unit member to purchase said Leave as STRS Service Credit. If the unit member requests the District to report the unpaid Sabbatical Leave to STRS, then the unit member shall submit a report to the Sabbatical Leave Committee according to the terms of [Article 12A.9b](#). The District shall report the unpaid Sabbatical Leave to STRS when the Sabbatical Leave Committee acts affirmatively on the unit member's report.

It is understood that the unit member bears the full financial burden of purchasing this unpaid year of STRS Service Credit. It is further understood that STRS regulations control with respect to the granting of the Service Credit.

This provision shall be applied retroactively for all active staff, and the timeline for the unit member to submit a report for a retroactive, prior, unpaid Sabbatical Leave shall be sixty (60) days from the signing of this provision.

11L. Effect on Retirement of Leaves of Absence

Faculty considering Leaves of Absences should review the Contract provisions concerning group medical insurance for retirees in [Article 20B](#) and [Article 20C](#).

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

12A. Sabbatical Leaves

12A.1 Purpose

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

12A.2 Funding

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

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

In computing the Sabbatical Leave cost, the following guidelines will be followed:

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

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

- b. When a full-time replacement for the person on Sabbatical Leave is not employed, the Sabbatical Leave Fund will be charged only the actual expenses incurred for Part-time (Adjunct) or partial contract Temporary unit members who are employed as a result of the Sabbatical Leave having been granted;

- c. If a member of the faculty has been retained, only for the purpose of replacing a unit member on Sabbatical Leave, the Sabbatical Leave Fund shall be charged the actual salary of the replacement;
- d. The Chief Instructional Officers will advise the Vice Chancellor of Business Services and the Faculty Association annually on or before July 1 as to the extent and nature of the replacements as provided in the above paragraph in order that the Vice Chancellor of Business Services may compute the cost of Sabbatical Leaves. Twice a year, on or before January 15 and July 1, the Vice Chancellor of Business Services will give financial statements including an annual summary of the Sabbatical Leave Funds to the Faculty Association and the Sabbatical Leave Committee;
- e. To the extent possible, a modest deficit may be permitted in the Sabbatical Leave Fund to be paid from funds made available in the ensuing year in those instances in which this would permit one (1) additional person to take a Sabbatical Leave;
- f. The procedure for hiring temporary replacements for unit members on Sabbatical Leave shall follow the same practices used for hiring both Temporary and Part-time (Adjunct) personnel as apply to other Leaves of Absence.

12A.3 Eligibility and Priority Ranking

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

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

- a. The number of quarters/semesters of service in the bargaining unit from the date of initial employment as a Regular or Contract employee, or from the date of completion of the last Sabbatical Leave, whichever is later;
- b. When two or more applicants have the same number of quarters/semesters of service in the bargaining unit, priority ranking shall be determined by seniority number;
- c. Quarters/Semesters on authorized Leave of Absence without pay and any service outside of the bargaining unit shall not count toward priority ranking nor shall there be any provision for obtaining credit for such service. It is understood that unit members who provide service as Acting or Interim Administrators within the Chabot-Las Positas Community College District shall be considered to be within the bargaining unit for the purpose of this provision. Such unit members shall receive a maximum of two calendar years of service from their Chabot-Las Positas Acting or Interim Administrative position. This service shall be attributed to their Sabbatical eligibility and priority ranking upon their return to faculty status and their application for Sabbatical Leave. This provision shall be applied retroactively;

- d. Quarters/Semesters prior to interruption of bargaining unit service shall be reinstated upon return to bargaining unit service;
- e. Because of potential adverse impact on programs, if two unit members from the same subject discipline and the same college are approved for Sabbatical Leave for the same semester or academic year and in the judgment of the appropriate College President, both taking the Leave would have a disparate impact on the relevant program, and the individuals concerned cannot decide which shall be granted the Sabbatical Leave, then that unit member with greater seniority shall be chosen. The other unit member shall be guaranteed top priority ranking among the next year's Sabbatical applicants, even though new applicants may have greater seniority in the following year;
- f. Because of potential adverse impact on programs, full year Sabbatical Leaves that start in the spring semester, or that are split between two Spring Semesters or two Fall Semesters, must be approved both by the Sabbatical Leave Committee and by the President of the appropriate college;
- g. A unit member on Sabbatical Leave can work for the District while on Sabbatical Leave on a part-time basis. Any work for load shall be approved on a case-by-case basis at the sole discretion of the District, and permitting a member to work during a Sabbatical Leave shall not constitute a past practice creating such an entitlement in any other member. Members on Sabbatical Leave have no entitlement to be offered overload assignments before hiring Part-Time (Adjunct) faculty.

12A.4 Sabbatical Leave Salary

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

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

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

- d. Compensation during the year in which the year-long Sabbatical Leave is taken is adjusted beginning with the first paycheck of the fiscal year and continues at the same pay rate for the entire fiscal year. The annual compensation will be prorated over the number of months of the unit member's normal pay period of ten (10) months or twelve (12) months;

- e. If the total approved Sabbatical Leave is for a full academic year, or as a split within a two (2) year period (see Section 12A.1), the compensation will be seventy-five percent (75%) of the annual salary from Sections a through c above. If the total Sabbatical is for one (1) semester, the compensation for all faculty except librarians and special assignment will be ninety percent (90%) of the annual salary rate for that semester from paragraphs a through c above. If for one (1) semester, the compensation for librarians and special assignment shall be ninety-five percent (95%) of the annual salary for that semester from Sections a through c;
- f. Time on Sabbatical Leave will count as regular service and will not interrupt the unit member's progress on the Salary Schedule;
- g. **Use of Workload Bank Load to Increase Salary on Sabbatical Leave**
([Appendix: Workload Banking: Augment Sabbatical Salary](#))

Request to use earned banked workload shall be submitted with the original Sabbatical Leave Application to the Vice President of Academic Services by September 15 of each year.

Workload Bank policy outlined in [Section 12B.1d](#) remains in effect unless otherwise stated in this Section as it pertains to requests for load bank use to increase salary during Sabbatical Leave.

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

12A.5 Retirement Contributions, Benefits and Sick Leave

- a. **Retirement.** Time on Sabbatical Leave will count toward retirement, and retirement contributions will be paid for such periods. The District will pay its share of payback to STRS or PERS to enable the unit member to obtain the same retirement credit as would have been received if the unit member were not on Leave provided:
 - (1) the unit member satisfies the conditions of the Sabbatical Leave;
 - (2) the unit member elects to pay his or her share of the retirement contribution.

- b. **Benefits.** The District shall continue to pay all group medical, dental, vision, and life insurance benefits provided in [Article 20](#) while the unit member is on Sabbatical Leave.
- c. **Sick Leave.** For any academic year that includes one or both semesters on Sabbatical Leave, the Sick Leave earned shall be a pro-rata accrual of the normal ten (10) day allotment, in proportion equal to the percentage of the members' normal salary that is to be disbursed for the year. (For example, a unit member earning 75% of his/her normal annual salary will accrue 7.5 days for the year.) If the member elects to use banked load to bring their pay to 100%, then the year's Sick Leave accrual shall be the full ten days.
- d. **Personal Leave.** Regular faculty on Sabbatical shall receive a full day of Personal Leave regardless of the length of the Sabbatical.
- e. **Effect on Pre-Retirement Reduction in Annual Workload.** See [Article 19A.2.a](#) for the implications of Sabbatical Leave vis-a-vis qualifying for Pre-retirement Reduction in Annual Workload.

12A.6 Committee Letter of Intent

To inform potential applicants of their Sabbatical priority number, the Sabbatical Leave Committee may implement a required Letter of Intent to apply for a Sabbatical Leave. If implemented, the Letter of Intent must be submitted to the Office of the Chief Instructional Officer of the respective college, on or before 5:00 p.m., April 1 of the academic year preceding the academic year during which the application for Sabbatical Leave is submitted to the Committee. Should this date fall on a holiday, Saturday, or Sunday, the following instructional day shall be the due date. (See Appendix: [Sabbatical Leave Committee Handbook](#).) (Note: This Appendix is only available online.)

12A.7 Application

All applications for Sabbatical Leave will be submitted on a form provided by the Sabbatical Leave Committee and will include a full statement of the purpose and plans for use of such Leave. This statement becomes a major part of the unit member's contract with the District. Applications must be reviewed and signed by the applicant's Dean who, after consultation with faculty in the discipline when curriculum is potentially impacted, shall submit the application to the Office of the Chief Instructional Officer of the respective college, on or before 5:00 p.m., September 15, prior to the academic year during which the proposed Leave is to begin. Should this date fall on a holiday, Saturday, or Sunday, the following instructional day shall be the due date. The Committee reserves the right to consult with other persons knowledgeable in the subject area of the objectives stated in the application. Those applications which qualify and are approved will be recommended in order as established in [Section 12A.3](#). The applications, together with the Committee's recommendations, will be forwarded through the College Presidents to the Chancellor. The Chancellor shall present the Sabbatical Leave applications with the Committee's recommendations to the Board of Trustees on or before its first meeting in January or as soon thereafter

as practicable. Applicants shall be notified no later than March 1. The applicant must include a percentage of the whole to be completed for each objective of the proposed work.

a. Denied Sabbatical Leave Application and Appeal Process..

A unit member whose application is denied by the Committee shall be provided with a copy of the policies and procedures regarding an appeal to the Sabbatical Leave Committee's decision contained in the Sabbatical Leave Committee Handbook. Should the denial of the application be appealed, the College President, Chancellor, and the Board of Trustees shall be notified in writing of the denial of the application by the Committee, including the reasons for the Committee's action. The decision of the Appeal's Committee is binding and shall not be grievable under Article 7 of this Agreement.

12A.8 Sabbatical Leave Committee

The Committee shall consist of:

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

12A.9 Unit Member Obligations and Procedures for Review and Appeal of Denied Sabbatical Leave Report

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

of Trustees. This Report shall be in the prescribed form and shall include the documentation and such other information as the Sabbatical Leave Committee may require to determine if each objective of the Sabbatical has or has not been fully achieved. Objectives cannot be partially achieved.

c. Standards of review.

The standards for review shall be whether there is good cause to conclude: (1) that the intent and purpose of the Sabbatical Leave have not been satisfied; (2) that the Report was not submitted within the required time period, or in the form and content prescribed. And if so, what is the appropriate penalty?

d. Sabbatical Leave Committee Review

1. The Sabbatical Leave Committee shall review all Reports.
2. Prima facie evidence of non-compliance and notice.

The Committee, should it conclude that there is prima facie evidence that the Sabbatical standards have not been satisfied, shall notify the recipient in writing of: (1) its tentative conclusion; (2) the basis for its conclusion; (3) all documents supporting this conclusion; and (4) what the Committee believes the recipient failed do to satisfy the intent and purpose of the Leave.

3. Meeting.

The Committee shall meet with the recipient to attempt to give the recipient an opportunity to respond to the Committee's concerns and tentative conclusions. The recipient is entitled to representation.

4. Opportunity to Correct Deficiencies.

If, after the meeting, the Committee concludes that there is cause to reject the Report, it will further consider whether the deficiencies are correctable. A deficiency will be considered correctable if the Committee has concluded that the member engaged in the activities articulated in the Sabbatical Agreement, but failed to prepare the required Report. A deficiency will not be considered correctable if the Committee has concluded that the member failed to engage in the activities articulated in the Sabbatical Agreement.

If the Committee determines that some or all of the violations are correctable, the recipient shall be granted sufficient time and opportunity to satisfy the concerns of the Committee and meet the standard.

5. Resubmission. The recipient shall resubmit the Report with evidence s/he has fulfilled the intent and purposes of the Leave within the time frame established by the Committee.
6. Reconsideration. The Committee shall hold a meeting to reconsider. The recipient is entitled to appear in support of his/her resubmission. Thereafter, the Committee shall issue its decision.

7. The Committee shall then forward the Report, or revised Report, to the Chancellor with its decision to approve or disapprove.

e. Review by the Chancellor

If the Committee recommendation is to approve the Report, and the Chancellor disagrees with the Committee, the Chancellor shall report the basis of his/her disagreement, and allow the recipient an opportunity to meet and justify his/her Report.

f. Report to the Board of Trustees

After reviewing the Report of the unit member and the decision of the Sabbatical Leave Committee, and considering the recipient's position and evidence, the Chancellor shall forward the Report and the recommendation of the Sabbatical Leave Committee, and his/her own recommendation, to the Board of Trustees.

g. Review by Board of Trustees.

The Board of Trustees shall accept, reject or institute penalty action regarding the matter as specified herein.

h. Penalties for Non-Compliance

If the recipient has not satisfied the standards the available penalties are:

1. Refund, by the recipient, of all or part of the Sabbatical Leave monies. The percent of the refund is determined by the Board of Trustees upon the recommendation of the Sabbatical Leave Committee relative to the percent the recipient satisfied the objectives in the Sabbatical Leave application, and
2. Limitation on eligibility for a Sabbatical for seven (7) years after the conclusion of the repayment schedule.

i. Complaints by Recipients

1. Grievance and Arbitration

A recipient may appeal the final decision of the Board of Trustees by filing a grievance against the Chancellor on the Chancellor's recommendation to the Board of Trustees in accordance with [Article 7](#). The sole basis on which a recipient may appeal is that the Sabbatical Review procedures set out in this Article have been violated. The recipient is precluded from asserting through a grievance that there is no good cause for the decision and/or that the penalty was too severe. The burden of proof shall rest with the grievant which shall also be required to proceed first with the evidence.

2. Alternative Hearing Committee.

If the Faculty Association declines to take the grievance to arbitration, the recipient shall be entitled to proceed to a hearing before an Administrative Law Judge in accordance with the provisions of Education Code section 87470 et seq. The District shall promptly arrange for such a hearing.

The decision of the Administrative Law Judge shall be final and binding on the parties, subject only to review pursuant to CCP § 1094.5.

j. Cause for denial of Sabbatical Leave Report.

The Sabbatical Leave Committee shall, in its discretion, be granted the authority to deny all or part of a Sabbatical Leave Report based on the standards below. The Sabbatical Leave Committee shall be given broad powers to authenticate their findings, and their recommendations shall be provided to all parties in the appeals process above.

- (1) Fraud or misrepresentation related to the Sabbatical on the part of the recipient; or
- (2) Academic dishonesty related to the Sabbatical, including but not limited to plagiarism; or
- (3) Failure to complete all or part of the Sabbatical objectives; or
- (4) Failure to meet the academic standards and provide appropriate documentation of the Sabbatical Report.

k. Recoupment of Monies.

The District and recipient shall attempt to agree upon a schedule for repayment of any penalty. Absent agreement, the District may implement a wage deduction at the garnishment rate permitted under the wage garnishment law of the State of California, without initiating statutory wage garnishment proceedings. Rather, the Sabbatical Leave Contract shall state that upon completion of all administrative due process afforded under this Agreement, should the Board of Trustees determine a recoupment is required, the employee consents to such wage deduction.

Absent mitigating circumstances, the repayment schedule shall ordinarily provide for repayment within three (3) years of return from the Sabbatical Leave when the Sabbatical Leave was for one (1) year, and within three (3) semesters of return from the Sabbatical Leave when the Sabbatical Leave was for one (1) semester.

l. Discipline.

The unit member's failure to repay such salary may also be grounds for disciplinary action.

m. Credit to Fund.

The Sabbatical Leave Fund shall be credited with any such amount so recovered.

n. Interrupted Leaves.

In case the approved Sabbatical Leave activity, as agreed upon in the Sabbatical Leave Contract with the District, is interrupted by serious accident or illness during such Leave, and the accident or illness is properly verified by a qualified physician, and such interruption does not extend over a period of time that would cause the purposes of the Sabbatical Leave to be

abandoned, such interruption shall not constitute a violation of the contract nor prejudice the unit member against receiving the rights and benefits provided for under terms of the Sabbatical Leave.

In cases where interruption due to accident or illness would preclude satisfactory completion of the Sabbatical Leave purposes, the Sabbatical Leave shall be terminated, and a Sick Leave shall be substituted by mutual agreement between the District and the unit member. If a Sabbatical Leave is terminated due to extended illness or serious accident, the Sabbatical Leave salary shall also be terminated, and the expenses drawn against the Sabbatical Leave Fund shall be terminated.

In all cases of serious accident or illness of a unit member on Sabbatical Leave, the Chancellor shall be promptly notified by registered letter after occurrence or medical diagnosis, and the Chancellor shall so notify the Sabbatical Leave Committee. While on Sabbatical Leave, if any material changes occur beyond the control of the unit member which may affect the contractual obligations of the unit member on Sabbatical Leave, he or she shall notify the Chancellor and a revised contract may be written with the unit member if necessary, and the Chancellor shall so notify the Sabbatical Leave Committee.

o. Modified Sabbatical Leave Purpose

A recipient is permitted to modify the approved Sabbatical Leave activity only in case of serious and unforeseen circumstances, and only after approval by the Sabbatical Leave Committee. The unilateral alteration of a Sabbatical Leave activity by a recipient, without obtaining prior approval by the Committee shall, in and of itself constitute a basis to disapprove the Sabbatical Leave Report or a particular objective therein.

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

The Sabbatical Leave Committee shall recommend its approval or disapproval of the requested change to the Chancellor for final approval in consultation with the appropriate College President. The Chancellor shall inform the Sabbatical Leave Committee, in writing, of his/her decision as soon as possible. A revised Contract may be written with the unit member if necessary. Should the need for approval of a change in the Sabbatical Leave

activity occur at a time when the Committee Chairperson or the Committee is not available and a delay in receiving a response from the appropriate Vice President would cause undue hardship for the unit member taking the Leave, the appropriate Vice President is empowered to act upon the request for change in Sabbatical Leave activity without the Committee's recommendation. The appropriate Vice President shall inform the Committee, in writing, of his/her action in such cases.

p. Postponed Sabbatical Leaves.

A unit member who has had a Sabbatical Leave approved shall be entitled to postpone it under the following conditions:

- (1) The Sabbatical Leave Committee and the unit member agree; or
- (2) The Chancellor or his/her designee grants the postponement.

12B. Workload Banking Policy

12B.1 Maximum Leave

Regular unit members may earn a maximum of one semester Leave of Absence without loss of salary or benefits.

- a. Up to fifteen (15) Faculty Hour A (or equivalent Faculty Hour B, C, D, E, or F) must have been banked. (For purposes of implementation of this policy, any overload earned after July 1, 1990, qualifies for workload banking.) Faculty cannot workload bank any hours over forty scheduled hours per week. Scheduled assignments are as follows:
 - (1) A full-time instructor (100% contract) has a scheduled assignment comprising fifteen (15) Faculty A Hours (or equivalent) plus five (5) office hours and two (2) college hours.
 - (2) Full-time (100% contract) Counselors have 30 hours assigned per week.
 - (3) Full-time (100% contract) Librarians and Instructors on Special Assignment are assigned 37½ hours per week.
- b. Unit members must request in writing if the overload earned is for banking at the time of acceptance of overload. The appropriate form to request overload is in the Appendix. Only overload that is properly requested on the official form shall go into the unit member's Workload Banking Account. See Appendix: [Workload Banking: Request Form](#)
- c. A maximum of six (6) Faculty A Hours may be banked in any one semester.
 - (1) These hours may be earned at any time during the faculty member's 175 day contract, or during the summer.
 - (2) A faculty member with an underload is not eligible to workload bank any hours until the underload is satisfied.
- d. Unit members who intend to take a Semester Leave must submit their workload Leave requests to their immediate supervisor, and the appropriate Vice President by March 15 for the following Fall Semester and by

September 15 for the following Spring Semester. Fifteen (15) Faculty A Hours or the equivalent must be completed by the term preceding the intended Leave, including Summer Session. Failure to accrue the mandatory Faculty A Hours (or the equivalent) by the term preceding the intended Leave will result in either cancellation or postponement of the Leave. Approval or disapproval of the Leave request will be based on the impact of the Leave on the integrity of the instructional program. Notification of approval or disapproval will be given to the unit member by February 15 for Fall Leaves or September 15 for Spring Leaves.

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

Members of the ad hoc committee include:

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

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

- f. Limit on Load Bank. No unit member may bank more than sixteen (16) Faculty A Hours (or equivalent). (See also [Section 10D.11](#) of this Agreement)

12B.2 Cancellation or Extension by Faculty Member

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

12B.3 Frequency of Leaves

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

12B.4 Restrictions on Taking Workload Banking Leaves

Workload Banking Leaves shall not be granted during the Summer Session nor during the semester immediately before or after a Sabbatical Leave.

12B.5 Conversion of Banked Load

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

12B.6 Cashing Out Banked Load

After July 1, 2005 a unit member shall not be entitled to cash out banked overload except under one of the following circumstances:

- a. exigent circumstances as decided by the District beyond the unit member's control; or
- b. retirement; or
- c. permanent movement from the unit to another permanent position in the District; or
- d. resignation from a permanent unit position but continuation as a part-time unit member; or
- e. termination from District employment; or
- f. death of the unit member.

Cashing out will occur under the following guidelines:

- a. The workload banked units shall be paid at the unit member's current prevailing part-time hourly rate for the corresponding counselor/librarian, laboratory or lecture hours performed.
- b. A written request for cash-out must be made at least thirty (30) calendar days before cash-out is desired.
- c. A unit member wishing to cash out must submit a written request to the appropriate Vice President stating the reason for the request according to the above guidelines and circumstances. Thereafter, the request shall be forwarded to Human Resources.
- d. When a full-time unit member leaves the employment of the District, and unused banked overload shall be paid as described herein.

12C. Faculty Exchanges

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

12C.1 *Impact of Faculty Exchange*

There shall be no interference with the normal operations of the College or District, the educational program, proper instruction, or the provision of services to students;

12C.2 *Costs*

No additional cost to the District shall necessarily be incurred as a result of the exchange. However, the Board of Trustees may appropriate funds to encourage the program. Such funds may be allocated to the unit member for such actual and necessary expenses as are appropriate and specifically designated.

12C.3 *Requirements*

All exchanges shall be on a one-for-one basis, and visiting personnel shall meet District requirements for employees in their classification of instructor, counselor, librarians, or faculty on special assignment, as appropriate. The District's employee shall continue to receive salary, seniority, increments, and other benefits during the Leave of Absence. Salary, benefits, and other expenses of visiting exchange personnel shall not be the responsibility of this District.

12C.4 *Reinstatement into Position*

The employee, upon expiration of the Leave, unless otherwise agreed, shall be reinstated in the position held at the time of the granting of the Leave of Absence.

12D. *Unpaid Sabbaticals.*

Unit members may be granted Unpaid Sabbaticals according to the terms of Article 11K.2.

Unit members are advised to refer to [Article 20B.2a](#) and [20C.3d](#) for impact issues regarding Unpaid Sabbaticals and retirement.

ARTICLE 13. TRANSFERS

13A. Faculty Transfers.

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

13A.1 Voluntary Permanent Faculty Transfers.

Current Contract and Regular unit members who request a transfer must meet the minimum qualifications and specific criteria for the opened position and must complete all application requirements that external applicants complete. This unit member shall be included in the initial interview round. All applicants shall be screened by Human Resources who shall notify the appropriate managers of an internal applicant before the initial interview round.

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

- a. Contract or Regular unit members may voluntarily transfer from on service unit (e.g., discipline and/or college) to another, or they may divide their duties between service units.

Unit members already in the discipline which the unit member is transferring into shall be notified of the transfer when the transfer decision is final.

- b. Request to temporarily transfer shall be granted by the involved Vice Presidents on the basis of the criteria listed below:
 - (1) The transfer will enhance the efficiency of the District's educational program and the transfer will not create an overload for the transferee.
 - (2) The unit member has the required FSA's and minimum qualifications, majors or minors to perform the services required and seniority.
 - (3) If all the factors noted above are equal, the bargaining unit member with the most seniority shall have preference.

13A.3 Involuntary Faculty Transfers

- a. Contract and Regular unit members may be involuntarily transferred from college to college, one instructional or service unit to another on the same campus, or they may be required to divide their duties between colleges or service sites provided that such involuntary transfer shall not occur unless the requirements set forth in items 1 through 4 are satisfied. Unit members already in the discipline which the unit member is transferring into shall be notified of the transfer when the transfer decision is final
 - (1) It is demonstrated by the District that there is a significant reduction in the need for the services provided by instructors, counselors, librarians, and other members of the bargaining unit, or it is demonstrated by the District that there is a valid educational need for the transfer. Upon

request, written reasons for the transfer shall be provided by the District.

- (2) No unit member shall be involuntarily transferred if there is another unit member with less District-wide seniority who is credentialed or meets the minimum qualifications to fill the vacancy, unless (a) transferring the unit member with least seniority will disrupt the program or (b) transferring this unit member will not meet the educational needs of the other college. In this case, the reasons shall be stated in writing and the next least senior unit member transferred. If the same condition prevails, the procedure shall be repeated until a satisfactory transfer can be made.
- (3) The unit member to be transferred is given notice at least twenty (20) calendar days prior to the beginning of the semester except in unusual circumstances due to resignation, death, illness, accident, emergency leave, or physical catastrophe. In addition, unit members shall be notified seventy-five (75) calendar days prior to the beginning of the semester if their involuntary transfer will result in a new preparation. The seventy-five (75) day notice shall state the involved course(s)/assignment(s) being dropped and added, and the days, hours and locations now required by the involuntary transfer (See Appendix: [Notice of Involuntary Transfer](#)).
- (4) When a unit member has been subject to involuntary transfer, the timely application to voluntarily transfer back to the unit member's former position will be given preference over filling of a vacancy in that position by a new hire or other faculty transfer.
 - b. A unit member may request a reduced load as an alternative to an involuntary transfer.

13B. Transfer of Managers to Faculty: Voluntary or Involuntary.

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

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

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

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

A manager may submit a written request to voluntarily transfer into a vacant faculty position for which he/she is qualified or a manager may be involuntarily transferred into a faculty position for which he/she is qualified. The Faculty Association may request a faculty mentor to facilitate the former manager's transition into faculty duties. (Refer to [Article 21D.3](#) for Salary Placement.) However, managers transferred under these provisions shall not perform specific Faculty Association unit member

duties if any qualified Contract or Regular Faculty Association unit member will be bumped or prevented from performing any part of their usual duties, assignments, courses, or schedules. Unit members in the discipline which the manager is transferring shall be notified of the transfer when the transfer decision is final.

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

Transfer of managers hired after July 1, 1990 shall be pursuant to Education Code 87458. However, managers transferred under these provisions shall not perform specific Faculty Association unit member duties if any qualified Contract or Regular Faculty Association unit member will be bumped or prevented from performing any part of their usual duties, assignments, courses, or schedules. Unit members in the discipline which the manager is transferring shall be notified of the transfer when the transfer decision is final.

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ARTICLE 14. UNTENURED FACULTY EVALUATION

14A. Purpose

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

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

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

14B. Guiding Principles

14B.1 *Non-discrimination*

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

14B.2 *Use of Anonymous Materials*

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

14B.3 *Forms*

Only those forms that have been negotiated shall be used in the evaluation process.

See appendices:

[Evaluation: Counselor Evaluation Form Student Survey](#)

[Evaluation: Counselor Performance Observation Form](#)

[Evaluation: Institutional Researcher: Client Survey Form](#)

[Evaluation: Librarian Performance Observation Form](#)

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

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

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

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

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

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

14B.4 Written Responses

The evaluatee has the right to respond in writing to the evaluation(s). Written responses shall become part of the evaluatee's Personnel File.

14B.5 Retention Data

Retention data may be used to alert the Level 1 evaluators that the Contract faculty person needs to develop strategies to retain students. Retention data shall not be the basis for tenure denial.

14C. Faculty Standards for All Untenured Faculty

14C.1 Forward

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

14C.2 Excellence in Working with Students

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

14C.3 Collegial Participation

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

- a. Developing curriculum;
- b. Recommending organizational policies;
- c. Assessing program needs and effectiveness;
- d. Participating in appropriate collegial governance, committees, and campus life;
- e. Collaborating in curriculum development and in the accreditation process.

14C.4 Professional and Personal Enrichment

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

14C.5 Professional Responsibilities

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

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

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

14C.6 Additional Specific Standards for Instructional Faculty

- a. Delivering coherent lectures;
- b. Creating assignments that serve instructional goals;
- c. Creating exams and/or other evaluative assignments that test for mastery of course content;
- d. Creating course materials that serve instructional goals;
- e. Organizing course content so that it encompasses authorized course outlines;
- f. Identifying basic and essential concepts and developing pertinent materials and strategies that will assist students in understanding the core subject matter consistent with the official course outline;
- g. Preparing carefully and organizing a course of instruction which adheres to the objectives and suggested materials listed in the course outline, and which encourages student use of campus resource centers and laboratories. If faculty within a team teaching (see [Article 10D.2.e](#) for definition) class have adopted a required text, that text must be used unless the faculty in the affected class agree to an exception;
- h. Teaching with imagination, vigor, and clarity, attempting to provide a framework of learning which consciously places topics in a well-knit relationship one to the other;
- i. Applying new technologies in the delivery of instruction where appropriate; and
- j. Working collaboratively with the Enrollment Management process as described in [Article 29: Enrollment Management](#).

14C.7 Additional Specific Standards for Counselors

- a. Working in and supporting a collaborative Counseling Division team environment;
- b. Demonstrating a wide variety of counseling skills (listening, interviewing, trusting, encouraging, flexible, resourceful, fair) and counseling techniques while providing academic, career, and personal counseling services;
- c. Demonstrating a high degree of accuracy when providing information concerning college/university transfer, degree requirements, college/district procedures and course curriculum;
- d. Applying new technologies in the delivery of counseling services;
- e. Developing and implementing new/revised projects, programs, and activities in accordance with the Counseling Divisions' Adopted Goals and Objectives;
- f. Developing liaisons between the Counseling Division and Instructional Divisions, serving on committees, and achieving familiarity with college and District Goals and Policies;

- g. When applicable to a particular coordination assignment, demonstrating leadership and advocacy in collaboration with other staff in a particular unit;
- h. When applicable to a particular coordination assignment, demonstrating planning and vision in delivering counseling and student support services; and
- i. Working collaboratively with the Enrollment Management process as described in [Article 29: Enrollment Management](#).

14C.8 Additional Specific Standards for Library Faculty

- a. Working in and supporting a collaborative team environment;
- b. Developing and implementing new/revised projects, programs and plans in accordance with the Adopted Goals and Objectives of the Learning Resources Program;
- c. Promoting student and staff access to use of the library through comprehensive reference service and bibliographic instruction;
- d. Contributing to building, organizing, and maintaining library collections, including implementing electronic access to information;
- e. Teaching students in class orientations, individually, and through Library Skills courses;
- f. Developing liaisons between the library and instructional faculty, serving on committees and achieving familiarity with College and District goals and policies;
- g. Applying new technologies in the delivery of library services; and
- h. Working collaboratively with the Enrollment Management process as described in [Article 29: Enrollment Management](#).

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

In consultation with the evaluatee and the supervisor, the Level-One Committee will develop standards appropriate to each Instructor on Special Assignment. The standards shall be clearly related to the special assignment and comparable in their level of specificity to the standards described above for the other categories of faculty. The standards shall be approved in writing by the appropriate Vice-President, within three weeks of the first day of service.

14D.1 Frequency and Timeline

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

14D.2 Spring Semester Hires—Faculty Members First Hired on Contract in the Spring Semester.

Faculty first hired in the Spring Semester begin the review process that Spring and continue through the next year on a First-year Contract. (Education Code 87605) At least one class observation and student evaluation process shall occur in the first Spring Semester.

14E. Committees and Procedures

Evaluation for tenure involves a three-level committee structure:

14E.1 Level-One Tenure Review Committee

a. Membership and Selection of Members

The Level-One Tenure Review Committee shall be composed of three members (with an optional fourth member). Additionally, an observer shall be assigned by the Faculty Association. If an observer is not assigned by the Faculty Association by October 1 for Fall Semester hires or March 1 for mid-year hires, the untenured review process will continue as per the established deadlines without a Faculty Association observer except that the Faculty Association Grievance Officer may become the Faculty Association observer at any time if requested by the Contract Faculty member. The Faculty Association observer shall function exclusively to monitor the committee on contractual due process issues. The Faculty Association observer shall be privy to the Level-One file, may attend all or some of the Level-One meetings at his or her discretion and shall not be responsible for the substantive issues involving recommendation for contract renewal, dismissal or tenure (if appropriate).

b. The Division Dean/supervisor.

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

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

e. Contract faculty may challenge the committee make-up by requesting a change of one member of the committee (the Dean is not subject to exclusion by this process). Contract faculty hired after July 1, 2003, must request a change in their committee before the end of the first two semesters of their Contract Faculty employment. The right to request a committee change shall lapse after that time. The replacement member to the committee will be appointed by the same body that chose the original committee member. Additionally, either the Contract faculty member or that member's Division may request the selection of a committee member

from the District's other college. In order to select the optional fourth member of the committee, the Level-One Tenure Committee and the Contract faculty member must reach mutual consent. With the exception of the right of the Contract faculty member's one committee member challenge defined above, the Level-One Tenure Committee shall remain the same for the entire four (4) years of Contractual employment unless a committee member (either faculty or administrator) must be replaced due to a temporary leave, a break in District service or a change in assignment.

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

14E.2 Training

All members of Tenure Review Committees and Contract faculty shall receive training in the tenure-evaluation process.

The training shall be conducted by the Faculty Association at each college.

The training will include process issues relevant to the tenure process including but not limited to:

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

14E.3 Faculty Hired on a Full-Time, Temporary Basis

All faculty who are hired on a full-time, Temporary basis shall be evaluated in accordance with this Article's first and second year reviews. Examples of faculty hired in this manner include, but are not limited to, faculty hired as Sabbatical Leave replacements and faculty hired with non-permanent funds.

If the faculty member with a full-time Temporary assignment is hired for the immediately subsequent academic year in a tenure-track position, the Level One Review Committee shall apply only one year of the immediately prior temporary service to the evaluation process of the Contract faculty member's placement. Only one year of the immediately prior Temporary service shall count toward the tenure review process. It is understood that this provision shall apply regardless of whether the tenure-track position is in the same or related discipline as the Temporary assignment.

14F. Methods for Instructional Faculty

14F.1 Professional Review

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

14F.2 Class visits

In order to assess the professional effectiveness of Contract faculty member, the committee shall make a minimum of three classroom visits according to [Section 14D.1](#) (typically one visit by each committee member).

- a. **Timing of the visits.** Under the first-year contract, these visits shall be spaced so that no more than one visit occurs in any given week during the Fall Semester. Under the second-year contract, visits may occur any time from the Spring term of the first year (after the March 15th renewal date) through the Fall term of the second year. At least one of the three visits should take place in the Spring. Under the third, two-year contract, visits may occur any time from the Spring Semester of the second year (after the March 15th renewal date) through the Fall Semester of the fourth year.
- b. **Procedures for the visits.** A standard negotiated college Class Visit Report form shall be used. Visits may be unannounced, but shall occur with the consent of the Contract faculty member. The Contract faculty member may request that a particular visit not occur. If there is difficulty in coordinating a classroom visit, the Contract faculty member and the committee member may schedule a specific visiting time. The evaluator shall meet privately with the tenure candidate to discuss the written report. (Appendices: [Evaluation: Observation of Instruction Form Online Class](#), [Evaluation: Observation of Instruction Form: Math X](#), [Evaluation: Observation of Instruction Form: Face to Face Class](#).) Both people shall sign this negotiated Class Visit Report form. Additional visits may occur at the request of either the Level-One Tenure Review Committee or the Contract faculty member. For Contract faculty member who teach primarily lab courses, this evaluation shall include visits in the lab setting. When a Contract faculty member has an off-site clinical assignment as part of his/her load, the respective program faculty will implement procedures on negotiated forms to obtain information from clinical staff regarding the instructor's performance. This information will serve as only one part of input into the Contract faculty member's evaluation, and this information will be shared first with the Contract faculty member and then with the members of the Level-One Committee.

- c. **Additional Class Visits.** When additional relevant information (as defined by [Section 14F.4](#)) comes to the attention of the Dean or Supervisor, untenured faculty shall be subject to unannounced observations and evaluations by Division Deans/Supervisor into faculty classrooms.
- d. **Summary of student surveys.** Students shall be surveyed in no fewer than two classes every semester for the first- and second-year contracts. Surveys for the third, two-year contract shall occur during no fewer than two classes in the Fall Semester for both contract years. The committee shall be responsible for the distribution and collection of the surveys. The survey form used will be a standard negotiated form. The committee shall compile, analyze, and write a summary of the student surveys, including an item-by-item tally of the responses. The forms will be retained by the committee until after the end of each semester, and will then be returned to the Contract faculty member by the Level-Two Committee. In the case of programs in which students stay with an instructor for more than one semester, and in order to protect student anonymity, the forms may be retained by the committee for two to four semesters. (See Appendices: [Evaluation: Student Response to Instruction Form Face to Face Class](#), [Evaluation: Student Response to Instruction Form Online Class](#).)
- e. **Classroom materials.** Contract faculty members shall provide the tenure review committee with a sampling of relevant instruction materials from classes, such as syllabi, sample tests, information sheets, and grading standards. This shall be done on a timeline as set forth at the initial meeting of the Contract faculty member with the Level-One Committee.
- f. **Report of In-Class Visit:** The Contract Faculty person shall receive a written, signed report of the in-class visit within 15 working days of the occurrence of the visit. Where the in-class visit is conducted by a committee member failure to timely provide this report shall not be deemed to be a violation of the evaluation process.

14F.3 Dean/Supervisor Review.

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

14F.4 Other Relevant Information

The committee shall review any other relevant information that pertains to the Faculty Standards. Other relevant information pertinent to the evaluation process

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

14F.5 Meetings for Each Year

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

below. This Level-One Report shall be a fair and accurate summary of the information to the Level-One Committee.

14F.6 Level-One Report

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

14G. Methods for Counselors

14G.1 Professional Review

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

14G.2 Counseling Sessions

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

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

- b. **Procedures for the visits.** A negotiated Observation/Visit Form shall be used for counseling sessions. (See Appendix: [Evaluation: Counselor Performance Observation Form](#)). Visits shall be unannounced, but shall occur with the consent of the Contract faculty member and the student present. The Contract faculty member may request that a particular visit not occur. If there is difficulty in coordinating a visit, the Contract faculty member and the committee member may schedule a specific visiting time. Additional visits shall occur at the request of either the Level-One Committee or the Contract faculty member.
- c. **Additional counseling session visits.** When additional relevant information (as defined by [Section 14G.5](#)) comes to the attention of the Dean or Supervisor, untenured faculty shall be subject to unannounced observations and evaluations by Division Deans/Supervisor into faculty classrooms.
- d. **Classroom.** If the Counseling Faculty member has an instructional load assignment for load credit, the methods for evaluating instructional faculty will be used for that portion of the counselor faculty workload.
- e. **Summary of Student Surveys.** Students seeking counseling services shall be surveyed each term for the first and second-year Contract faculty member. Surveys for the third, two-year contract shall occur once during the Fall term for both contract years. The committee shall be responsible for coordinating the distribution and collection of the surveys with the appropriate Dean of Students Services at both colleges responsible for counseling. The form used will be a standard negotiated survey form. The committee shall compile, analyze and write a summary of the student surveys, including an item-by-item tally of the responses. The forms will be retained by the committee until after the end of each term and will be returned to the Contract counselor faculty member. (See Appendix: [Evaluation: Counselor Evaluation Form: Student Survey](#).)
- f. **Report of the Visit.** Contract faculty shall receive a report of the visit within 15 working days of the date of the visit. Where the in-class visit is conducted by a committee member failure to timely provide this report shall not be deemed to be a violation of the evaluation process.

14G.3 Coordination Assignments

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

14G.4 Dean/Supervisor Review

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

14G.5 Other Relevant Information

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

14G.6 Meetings for Each Year

- a. **Initial meeting.** The initial meeting of the Level-One Committee and Contract counselor should occur in early October. The Division Dean/Supervisor shall be responsible for organizing this initial meeting. At this time, the committee will apprise the Contract counselor of the tenure-review procedures, including faculty standards, the professional review, counseling sessions, classroom surveys coordination assignments, Dean/Supervisor review, other relevant information and meetings.
- b. **Interim meetings.** Interim meetings are held as needed to apprise the Contract counselor of progress and findings. Should the committee detect possible performance deficiencies, the committee shall meet with the counselor within seven (7) working days of determining that a pattern or practice constitutes a deficiency and provide written details of the

deficiency(ies) and written remedy(ies), which include a timeline for remediation. Should remedies be suggested, further interim meetings shall be scheduled to monitor progress, determine whether performance deficiencies have been remedied, and document progress. The Contract faculty member shall respond in writing to each deficiency within five (5) working days after each meeting.

- c. **Additional meeting.** Additional meetings may occur during the tenure-review process at the request of either the Contract faculty member or committee members.
- d. **Final meeting.** After collection of all data, the committee shall meet with and report its recommendations to the Contract counselor. This meeting should take place before the end of the Fall Semester. The evaluatee shall be asked to sign two copies of the Level-One Report verifying receipt of it and understanding of the right to attach a response. One copy shall remain with the evaluatee, and the other shall be forwarded as described below. This Level-One Report shall be a fair and accurate summary of the information provided to the Level-One Committee.

14G.7 Level-One Report

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

14H. Methods for Librarians

14H.1 Professional Review

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

14H.2 Observations

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

- a. **Timing of the observations.** Under the first-year contract, visits shall be spaced so that no more than one visit occurs in any given week during the Fall Semester. Under the second-year contract, visits may occur any time from the Spring term of the first year (after the March 15th renewal date) through the Fall term of the second year. At least one of the three visits should take place in the Spring. Under the third, two-year contract, visits may occur any time from the Spring Semester of the second year (after the March 15th renewal date) through the Fall Semester of the fourth year.
- b. **Procedures for the observations.** A negotiated college Class Visit Report form shall be used and adapted as appropriate. (See Appendix: [Evaluation: Librarian Performance Observation Form](#).) Observations shall be unannounced, but shall occur with the consent of the Contract librarian. The Contract librarian may request that a particular observation not occur. If there is difficulty in coordinating an observation, the Contract librarian and the committee member may schedule a specific visiting time. The evaluator shall meet privately with the tenure candidate to discuss the written report. Both people shall sign the negotiated Class Visit Report form. Additional observations shall occur at the request of either the Level-One Committee or the Contract faculty member.
- c. **Additional observation visits.** When additional relevant information (as defined by [Section 14H.4](#)) comes to the attention of the Dean or Supervisor, untenured faculty shall be subject to unannounced observations and evaluations by Division Deans/Supervisor into faculty classrooms.
- d. **Summary of Student Surveys.** A survey will be conducted each semester for the first- and second-year Contract librarian. Surveys for the third, two-year contract shall occur during the Fall Semester of each year. Using a standard negotiated form, the survey will include both of the following: (a) a minimum of one class of students participating in a library orientation, and (b) a minimum of thirty students enrolled in library skills or requesting other library services. The committee shall compile, analyze, and write a summary of the student surveys, including an item-by-item tally of the responses. The forms will be retained by the committee until after the end of each semester and will then be returned to the Contract librarian. The student surveys will be developed collegially by the librarians from both colleges. (See Appendix: [Evaluation: Library Orientation: Student Survey Form](#)).
- e. **Report of the Visit.** Contract faculty shall receive a report of the observation within fifteen (15) working days after the observation is completed. Where the in-class visit is conducted by a committee failure, to timely provide this report shall not be deemed to be a violation of the evaluation process.

14H.3 Dean/Supervisor Review

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

14H.4 Other Relevant Information

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

14H.5 Meetings for each year

- a. **Initial meeting.** The initial meeting of the Level-One Committee and Contract librarian should occur in early October. The appropriate Dean shall be responsible for organizing this initial meeting. At this time, the committee will apprise the Contract librarian of the tenure-review procedures, including faculty standards, the Professional Review, observations, surveys, Dean/Supervisor review, other relevant information, meetings, and Level-One Report.
- b. **Interim meetings.** Interim meetings are held as needed to apprise the Contract librarian of progress and findings: Should the committee detect possible performance deficiencies, the committee shall meet with the librarian within seven (7) working days of determining that a pattern or practice constitutes a deficiency and provide written details of the deficiency(ies) and written remedy(ies), which include a timeline for

remediation. Should remedies be suggested, further interim meetings shall be scheduled to monitor progress, determine whether performance deficiencies have been remedied, and document progress. The Contract faculty member shall respond in writing to each deficiency within five (5) working days after each meeting.

- c. **Additional meetings.** Additional meetings may occur during the tenure-review process at the request of either the Contract librarian or committee members.
- d. **Final meeting.** After collection of all data, the committee shall meet with and report its recommendations to the Contract librarian. This meeting should take place before the end of the Fall Semester. The evaluatee shall be asked to sign two copies of the Level-One Report verifying receipt of it and understanding of the right to attach a response. One copy shall remain with the evaluatee, and the other shall be forwarded as described below. This Level-One Report shall be a fair and accurate summary of the information provided to the Level-One Committee.

14H.6 Level One Report

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

14I. Methods for Instructors on Special Assignment

(See Appendix: [Evaluation: Institutional Researcher: Client Survey Form.](#))

14I.1 Professional Review

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

14I.2 **Site Visits**

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

- a. **Timing of the Visits.** Under the first-year contract, these visits shall be spaced so that no more than one visit occurs in any given week during the Fall term. Under the second-year contract, these visits may occur any time from the Spring term of the first-year contract through the Fall Semester of the second-year contract. Under the third, two-year contract, these visits may occur any time from the Spring Semester of the second-year contract (after the March 15th renewal date) through the Fall Semester of the second year of the third contract.
- b. **Procedures for the Visits.** A negotiated Workshop Visit Report form shall be used. Visits shall be unannounced, but shall occur with the consent of the Contract faculty member. The Contract faculty member may request that a particular visit not occur. If there is difficulty in coordinating a classroom visit, the Contract faculty member and the committee member may schedule a specific visiting time. Additional visits shall occur at the request of either the Level-One Committee or the Contract faculty member.
- c. **Additional site visits.** When additional relevant information (as defined by Section 14I.4) comes to the attention of the Dean or Supervisor, untenured faculty shall be subject to unannounced observations and evaluations by Division Deans/Supervisor into faculty classrooms.
- d. **Surveys of Appropriate Clients.** The Level-One Committee, in consultation with the evaluatee and the supervisor, will identify the appropriate clients to be surveyed. Depending upon the nature of the specific assignment, these may include students, faculty, classified staff, administrators. The committee shall be responsible for the distribution and collection of the surveys conducted on the negotiated form. The committee shall compile, analyze, and write a summary of the surveys, including an item-by-item tally of the responses. The forms will be retained by the committee until after the end of each semester, and will then be returned to the Contract faculty member. (See Appendix: [Evaluation: Institutional Researcher: Client Survey Form.](#))
- e. **Sample Work Products.** Contract faculty member shall provide the Tenure Review Committee with a sampling of relevant work products such as newsletters, flyers, reports, planning documents, and instructional materials developed. This shall be done on a timeline as set forth at the initial meeting of the Contract faculty member with the Level-One Committee.
- f. **Report of the Site Visit:** Contract faculty shall receive a report of the Site Visit within 15 working days after the Site Visit occurred. Where the in-class visit is conducted by a committee member failure to timely provide this report shall not be deemed to be a violation of the evaluation process.

14I.3 Dean/Supervisor Review

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

14I.4 Other Relevant Information

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

14I.5 Meetings for each year

- a. **Initial meeting.** The initial meeting of the Level-One Committee and Contract faculty member should occur in early October. The Division Dean/Supervisor shall be responsible for organizing this initial meeting. At this time, the committee will apprise the Contract faculty member of the tenure-review procedures, including faculty standards, the Professional Review, site visits, surveys, sample work products, Dean/Supervisor review, other relevant information, meetings, and Level-One Report.
- b. **Interim meetings.** Interim meetings are held as needed to apprise the Contract faculty member of progress and findings: Should the committee detect possible performance deficiencies, the committee shall meet with the instructor on special assignment within seven (7) working days of determining that a pattern or practice constitutes a deficiency and provide written details of the deficiency(ies) and written remedy(ies), which include a timeline for remediation. Should remedies be suggested, further interim

meetings shall be scheduled to monitor progress, determine whether performance deficiencies have been remedied, and document progress. The Contract faculty member shall respond in writing to each deficiency within five (5) working days after each meeting.

- c. **Additional meetings.** Additional meetings may occur during the tenure-review process at the request of either the Contract faculty member or committee members.
- d. **Final meeting.** After collection of all data, the committee shall meet with and report its recommendations to the Contract faculty member on special assignment. This meeting should take place before the end of the Fall Semester. The evaluatee shall be asked to sign two copies of the Level-One Report verifying receipt of it and understanding of the right to attach a response. One copy shall remain with the evaluatee, and the other shall be forwarded as described below. This Level-One Report shall be a fair and accurate summary of the information to the Level-One Committee.

14I.6 Level-One Report

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

14J. Level-Two Committee

14J.1 Membership and Selection of Members

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

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

14J.2 Training

Members of the Level-Two Committee shall receive training in the tenure-evaluation process and in following affirmative action guidelines.

14J.3 Methods

- a. The Level-Two Committee reviews the recommendations of the Level-One Committee. All materials from the Level-One Committee shall be made available to the Level-Two Committee. The Level-Two Committee shall request a consultation with the Level-One Committee in cases of clarification, procedural concerns, new substantiated information that has surfaced since the Level-One Report was written, and potential differences in the recommendation. If the Level-One Committee votes against retention, the Contract faculty member will be invited to meet with the Level-Two Committee before it makes its decision. The Committee may request a meeting with the evaluatee at any time. The Contract faculty member shall be notified in writing of any meeting with the Level-Two Committee.
- b. Based upon the outcome of the work done by the Level-One Committee, meeting(s) with the Contract faculty member, and any other relevant information as defined by Sections [14F.4](#), [14G.5](#), [14H.4](#), and [14I.4](#), the Level-Two Committee will forward a recommendation for contract renewal, for dismissal, or for tenure (if appropriate) to the College President. The Committee's report should be submitted to the College President by the end of the second week of instruction of Spring Semester primary term.
- c. If the Level-One Committee and the Level-Two Committee disagree on their recommendations, then the Presidential Committee shall be formed.

14K. Presidential Committee

14K.1 Membership

The Presidential Committee shall be composed of three or four members:

- a. The College President;
- b. A faculty member of the Level-One Committee who is from the discipline;
- c. One or both members of the Level-Two Committee.
- d. Members must support the majority recommendation made by their committee.

14K.2 Methods

- a. All tenure-review materials from the Level-One Committee and the Level-Two Committee shall be made available to the Presidential Committee.
- b. The Presidential Committee, after reviewing the recommendations of the respective committees, shall submit a recommendation to the District Chancellor for contract renewal, dismissal, or tenure (if appropriate). The recommendations of the Presidential Committee should be submitted to the District Chancellor's office by February 15, along with the review

documents. The Chancellor will forward the documents to the Office of Human Resources.

14L. Outcome

14L.1 Procedures

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

14L.2 Recommendations for Year One and Year Two

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

14L.3 Recommendations for Year Four

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

14L.4 Notification

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

14M. Grievance

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

The District and the Faculty Association recognize that Education Code section 87610.1 permits a Contract faculty employee who is denied Regular (tenured) status (or the Faculty Association) to challenge the decision.

²Current Education Code (87608, 87608.5, 87609) permits the granting of tenure after the first or second years. However, the district and the Faculty Association have agreed, after consultation with the faculty, not to utilize the early tenure option. Should guidelines and procedures for granting early tenure be developed, early tenure could be an additional option.

ARTICLE 15. TENURED FACULTY EVALUATION

15A. Purpose

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

15B. Guiding Principles

15B.1 *Non-discrimination*

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

15B.2 *Use of Anonymous Materials*

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

15B.3 *Forms*

Only those forms that have been negotiated shall be used in the evaluation process.

See appendices:

[Evaluation: Counselor Evaluation Form Student Survey](#)

[Evaluation: Counselor Performance Observation Form](#)

[Evaluation: Institutional Researcher: Client Survey Form](#)

[Evaluation: Librarian Performance Observation Form](#)

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

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

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

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

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

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

15B.4 *Written Responses*

The evaluatee has the right to respond in writing to the evaluation(s). Written responses shall become part of the evaluatee's Personnel File.

15B.5 *Non-retaliation*

There shall be no retaliation against a tenured faculty member who voices an opinion or files a signed written opinion.

15B.6 *Retention Data*

Retention data may be used to alert the evaluators that the faculty person needs to develop strategies to retain students. Retention data shall not be the basis for an unsatisfactory evaluation.

15C. Faculty Standards for All Tenured Faculty

15C.1 *Forward*

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

15C.2 *Excellence in Working with Students*

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

15C.3 *Collegial Participation*

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

- a. Developing curriculum;
- b. Recommending organizational policies;
- c. Assessing program needs and effectiveness;

- d. Participating in appropriate collegial governance, committees, and campus life;
- e. In team taught courses or any course taught by a group of faculty, cooperating with the majority of the faculty team with respect to instructional delivery, student evaluation, and use of support materials, including texts and documents; and
- f. Collaborating in curriculum development and the accreditation process.

15C.4 Professional and Personal Enrichment

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

15C.5 Professional Responsibilities

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

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

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

15C.6 Additional Specific Standards for Instructional Faculty

- a. Delivering coherent lectures;
- b. Creating assignments that serve instructional goals;
- c. Creating exams and/or other evaluative assignments that test for mastery of course content;

- d. Creating course materials that serve instructional goals;
- e. Organizing course content so that it encompasses authorized course outlines;
- f. Identifying basic and essential concepts and developing pertinent materials and strategies that will assist students in understanding the core subject matter consistent with the official course outline;
- g. Preparing carefully and organizing a course of instruction which adheres to the objectives and suggested materials listed in the course outline, and which encourages student use of campus resource centers and laboratories. If faculty within a team teaching (see [Article 10D.2.e](#) for definition) class have adopted a required text, that text must be used unless the faculty in the affected class agree to an exception;
- h. Teaching with imagination, vigor, and clarity, attempting to provide a framework of learning which consciously places topics in a well-knit relationship one to the other;
- i. Applying new technologies in the delivery of instruction where appropriate; and
- j. Working collaboratively in the enrollment management process as described in [Article 29: Enrollment Management](#).

15C.7 Additional Specific Standards for Counselors

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

- i. Working collaboratively in the enrollment management process as described in [Article 29: Enrollment Management](#).

15C.8 Additional Specific Standards for Library Faculty

- a. Working in and supporting a collaborative team environment;
- b. Developing and implementing new/revised projects, programs and plans in accordance with the Adopted Goals and Objectives of the Learning Resources Program;
- c. Promoting student and staff access to use of the library through comprehensive reference service and bibliographic instruction;
- d. Contributing to building, organizing, and maintaining library collections, including implementing electronic access to information;
- e. Teaching students in class orientations, individually, and through Library Skills courses;
- f. Developing liaisons between the library and instructional faculty, serving on committees and achieving familiarity with College and District goals and policies;
- g. Applying new technologies in the delivery of library services; and
- h. Working collaboratively in the enrollment management process as described in [Article 29: Enrollment Management](#).

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

In consultation with the evaluatee and the supervisor, the Committee will develop standards appropriate to each Instructor on Special Assignment. The standards shall be clearly related to the special assignment and comparable in their level of specificity to the standards described above for the other categories of faculty. The standards shall be approved in writing by the appropriate Vice-President, within three weeks of the first day of service. Working collaboratively in the enrollment management process as described in [Article 29: Enrollment Management](#) is an expectation.

15D. Frequency and Timeline

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

All tenured faculty will undergo a regular evaluation once every three (3) years. This regular evaluation cannot be deferred except by a negotiated agreement between the District and the Faculty Association.

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

15D.1 Regular Evaluation.

Evaluation for an individual faculty member shall occur once every three years.

15D.2 Non-Scheduled Evaluations.

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

15D.3 Timelines for Scheduled and Non-Scheduled Evaluations.

The entire evaluation shall take place within a single semester, with the documents to the Vice President by the end of the semester. The following timeline shall be observed during the semester in which the review takes place:

- a. For non-scheduled application only: Identification of, and notice to, an evaluatee and their most recent evaluation committee within 30 days of the date upon which the Vice President became aware of issues nominally indicating a need for improvement (applies to non-scheduled evaluation only);
- b. Submission by the Peer Review Committee of their Peer Review Report, to the evaluatee, in a private confidential meeting, by the end of the semester; and
- c. A copy of the Peer Review Committee's Report and all supporting documents, with the evaluatee's response, shall be routed to the Dean, Vice President and President, and then forwarded to the evaluatee's District Personnel Folder.

15E. Evaluation Components and Procedures

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

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

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

The tenured evaluation process is faculty driven and detailed below.

15E.1 Professional Review Report.

Prepared by the tenured faculty member being reviewed and submitted to the Peer Review Committee (three to eight pages): an assessment of performance in relation to each of the Faculty Standards:

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

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

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

- a. Course syllabi used by the instructor in two or more courses. For counselors and librarians, any materials developed by the counselor or librarian, and distributed to students may be included. For faculty on special assignment, similar supplementary documentation will be expected.
- b. Negotiated student evaluation forms from at least two classes or counseling, librarian or special assignment observations. (See Appendices: [Evaluation: Counselor Evaluation Form: Student Survey](#), [Evaluation: Library Orientation: Student Survey Form](#), [Evaluation: Student Response to Instruction Form Face to Face Class](#), [Evaluation: Student Response to Instruction Form Online Class](#).)
- c. Additional supporting materials may include work site visitations, completed final exams or class projects; retention data; standardized test results; samples of handouts; or other relevant materials.
- d. The supporting materials will be returned to the evaluatee upon completion of the report of the Peer Review Committee and review by the appropriate Vice President.

15F. Peer Review Committee Composition and Role

15F.1 Committee Composition.

a. Regular Evaluation:

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

The faculty member's Division-based committee member shall be selected from within the member's Division by a blind Division-based lottery at the first Division meeting of the semester in which the evaluation is to occur. The faculty being evaluated shall have the opportunity to be present at the lottery. Once a faculty member's name has been drawn for service on a Tenured Faculty Evaluation Committee, that faculty member's name shall

be set aside and removed from the lottery pool so as to insure that one faculty person will not be drawn more than once unless there are not sufficient number of faculty within the Division to serve on tenured evaluation committees.

Once the first member is determined, the second member shall be a selected by lottery from the faculty member's discipline. Alternatively, if requested by the evaluatee and approved by the Dean, the second member may be selected by second draw from the Division, or by lottery from a specified discipline or disciplines either within or without the Division.

The evaluatee may challenge either committee appointment by requesting a replacement. If the evaluatee so challenges this aspect of the committee make-up, the challenged committee member shall be replaced from the same group and in the same manner as the removed committee member.

b. Non-Scheduled Evaluation:

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

15F.2 Committee Responsibilities:

a. Class Visits

Each committee member shall conduct a class visit. The visit shall be announced in advance to the evaluatee, and the evaluatee shall have the right to request the visit be rescheduled. The class visit shall be summarized by the committee member (evaluator) on a negotiated Class Visit Form. The Report shall be a fair and accurate summary report of the facts reported on the Class Visit Form and shall be a fair and accurate summary of the judgment of the committee members. (See Appendices: [Evaluation: Counselor Performance Observation Form](#), [Evaluation: Institutional Researcher: Client Survey Form](#), [Evaluation: Librarian Performance Observation Form](#), [Evaluation: Observation of Instruction Form Online Class](#), [Evaluation: Observation of Instruction Form: Math X](#), [Evaluation: Observation of Instruction Form: Face to Face Class](#).) The Report shall be provided to the evaluatee within twenty (20) working days from the completion of the class visit.

1. If there is a difference of opinion between the two committee members as to performance after the completion of the class visit under [Section 15F.2.a.](#), then the two committee members shall make another class visit together which shall be announced in advance and shall complete a negotiated Class Visit Form together to report on this class visit. The

Report shall be a fair and accurate report of the facts reported on the Class Visit Form and shall be a fair and accurate summary of the judgment of the committee members. The Report shall be provided to the evaluatee within twenty (20) working days from the completion of the class visit.

2. If there are performance deficiencies remaining after the completion of the class visit in [Section 15F.2a.1](#) above, then an administrator may make another class visit which shall be announced in advance and shall then complete a negotiated Class Visit Form to report on this class visit. The administrator's Report shall be a fair and accurate report of the facts reported on the Class Visit Form and shall be a fair and accurate summary of the judgment of the administrator. (See Appendices: [Evaluation: Counselor Performance Observation Form](#), [Evaluation: Institutional Researcher: Client Survey Form](#), [Evaluation: Librarian Performance Observation Form](#), [Evaluation: Observation of Instruction Form Online Class](#), [Evaluation: Observation of Instruction Form: Math X](#), [Evaluation: Observation of Instruction Form: Face to Face Class](#).) The Report shall be provided to the evaluatee within twenty (20) working days from the completion of the class visit.

b. Summary of Student Surveys

Students shall be surveyed in no fewer than two classes. The committee shall be responsible for the distribution and collection of the surveys. The survey form used shall be a standard negotiated form. (See Appendices: [Evaluation: Counselor Evaluation Form: Student Survey](#), [Evaluation: Library Orientation: Student Survey Form](#), [Evaluation: Student Response to Instruction Form Face to Face Class](#), [Evaluation: Student Response to Instruction Form Online Class](#).) The committee shall compile and analyze, and write a summary of the student surveys, including an item-by-item tally of the responses.

c. Examine and Discuss the Professional Review

The Professional Review ([Section 15E.1](#)) shall be submitted to the Peer Review Committee, which shall meet with the evaluatee to discuss the evaluatee's Professional Review. The discussion will assist the evaluatee in the following ways:

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

d. Additional Supporting Materials.

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

e. Peer Review Summary

Based on the Class Visit Reports, Student Surveys, and a review of the Professional Review Report, there will be a summary Report prepared by all evaluators within twenty (20) working days from the completion of the class visit. This summary shall be a fair and accurate summary of the information provided to the committee. This summary shall also be a fair and accurate summary of the judgment made by each individual committee member. If appropriate, the summary should indicate any unsatisfactory performance and/or any area which needs improvement. The evaluatee may attach any comments to the Peer Review Summary that goes to the supervisor within ten (10) working days of the completion of the Peer Review Summary.

15G. Dean/Supervisor Review and Responsibilities

All materials from the Peer Review Committee shall be forwarded to the Dean/Supervisor. The Dean/Supervisor shall do the following:

15G.1 Review of Documents

Review the documents exclusive to the evaluation process herein. Outside documents shall not be included.

15G.2 Write Dean/Supervisor's Review

Write a Dean/Supervisor's Review addressing the Faculty Standards as specified in [Section 15C](#).

15G.3 Assist Faculty

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

15G.4 Provide Resources

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

15G.5 Review program needs.

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

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

15H. Vice-President's Review

The Vice-President will review the documents. (If the Dean/Supervisor is the Vice-President, then Sections [15G](#) and 15H are combined.) A meeting between the Vice-

President, the evaluatee, and appropriate parties may be requested by either party or by the Peer Review Committee. The Vice-President will forward the documents through the President to the Office of Human Resources.

15.I. Timeline and Limitations

It is expected that the evaluation process will be completed in one semester. The Professional Review, Peer Review, Dean's/Supervisor's review, and other materials prepared as part of this process shall only be used for the purposes set out in this Article.

15.J. Grievance

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

15.K. Role of Faculty Association

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

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ARTICLE 16. PERSONNEL RECORDS AND FILES

16A. Definition of Personnel Records and Files

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

16A.1 *The Confidential Folder*

The Confidential Folder that contains ratings, reports, or records that:

- a. were obtained prior to employment;
- b. were prepared by identifiable committee members before or after employment; and
- c. were obtained in connection with a promotional examination.

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

16A.2 *The Employee Folder*

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

16A.3 *Employee Supplementary Folder(s)*

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

16A.4 *Medical Files:*

It is understood that any medical records shall be separate from the Personnel File and kept in a private, separate file.

16B. Access to Personnel Files

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

16B.1 *File Review by Unit Member Representative*

A representative of the unit member's choosing may accompany the unit member in this review. The representative may review the File without the presence of the unit member as long as the representative has written

authorization from the unit member to review the file and provides official identification.

16B.2 *Manager Present at File Review*

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

16B.3 *Time of File Review*

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

16B.4 *Record of File Review*

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

16B.5 *Evaluative Materials in File*

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

16B.6 *Request for Corrections/Deletions from File*

If a unit member believes that any employment record, or any portion thereof, is not accurate, relevant, timely, complete, or adequately substantiated, he or she may request a correction of the record or deletion of the offending portion, or both. Such request shall be made in writing, and shall include a statement of the corrections and/or deletions that the unit member believes are necessary, and the reasons therefore. The request shall be addressed to the Director of Human Resources, via the appropriate College President, and shall become part of the Employee Folder unless the request is granted, in which case it shall become part of the Employee Folder at the unit member's option. The decision of the District on whether to correct or not correct the Personnel File shall be final and not subject to review. If the District denies the request, it shall provide written reasons for denial, which shall be attached to the original request in the Employee folder.

16C. *Notification of Residential Address and Telephone Number*

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

16D. College Files Pertaining to Unit Members

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

16D.1 Exclusion of Grievance Record from File

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

16D.2 Derogatory Information

If derogatory information placed into an administrative working file may reasonably lead to any type of adverse action against a unit member, the unit member shall be notified within fifteen (15) working days after receipt by the administration, of the existence of such information, and have the right to review the pertinent document(s).

- a. If the information pertains to a class that is currently in session, in which a student complainant is enrolled, the affected unit member shall still be informed of the existence of allegations in accordance with the above. However, the right to review pertinent documents may be suspended for good cause until after the grades for the class are filed at the completion of the term.
- b. After the unit member has reviewed pertinent document(s), he or she shall have the right to prepare a written response that shall be attached to the document(s) in any folder such documents are held. Further, the affected unit member shall have the right to request a meeting with his or her Dean (or immediate supervisor) and other affected parties, to attempt to settle the allegations informally.
- c. If allegations are found to be unsubstantiated, or irrelevant to the complaint, the matter shall be dismissed. No material that pertains to the allegations shall be retained in any file, anywhere in the District.
- d. No material of a derogatory nature shall be placed in a unit member's Personnel File, unless it is filed in accordance with [Section 16E](#).
- e. If no disciplinary action (in accordance with [Article 27](#)) or other action involving a written plan for improvement is taken to address the allegations over a one (1) year period, the unit member shall have the right to have all documents pertaining to the allegations destroyed. No copies of such documents shall be retained in any file, anywhere in the District.
 - (1) The one year timeline, above, shall go into abeyance during the term of any leave of absence as defined in [Articles 11](#) and [12](#).

16D.3 Notification Pursuant to Investigations

The District shall notify a unit member against whom a complaint is filed as soon as a complaint will require an investigation. Notwithstanding, the District

may delay notification for good cause, upon approval of the Chancellor. In this case, the unit member shall be informed of the investigation and provided the reasons for delaying notification, upon completion of the investigation, or within thirty (30) working days of receipt of the complaint, whichever is earlier. If this timeline is to be further extended, the Faculty Association President shall be provided reasons in writing prior to the completion of the thirty (30) days.

- a. If information received by the administration pertains to a matter of Academic Freedom or academic fairness over which a unit member is to be investigated, the unit member shall be notified before the investigation commences, or within thirty (30) working days after receipt of the information by the administration, whichever is earlier, and consulted as part of the effort to resolve the matter. The unit member shall have the right to review all pertinent document(s).

16E. Disposition of Derogatory Material Placed in the Personnel File

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

16E.1 Time Limit

Four years after derogatory material has been placed in a unit member's Personnel File in accordance with this provision, the unit member may request it be removed from his or her Personnel File. If approved by the College President (or Chancellor where appropriate) and the Director of Human Resources the material will be removed.

- a. If the District denies the request, and if no further administrative action has been taken pursuant to the documents in question, then the unit member shall have the right to have the documents sealed. In this case, the District shall place the documents in a sealed confidential envelope within the Personnel File if after four (4) years there have been no similar instances of conduct. The information in the envelope will not be accessible except under direction of the Chancellor or the Director of Human Resources only when necessary.

16F. Disposition of Unsigned Letters of Complaint

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

16G. Documents Not Placed in the Personnel File

Anonymous communications, or material not relevant to the unit member's professional responsibilities, shall not be placed in the unit member's Personnel File.

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ARTICLE 17. SUMMER SESSION AND INTER-SESSION ASSIGNMENTS

17A. Summer/Inter-Session Assignments for Contract and Regular Unit Members

Unit members may make suggestions regarding Summer/Inter-session offerings through the Enrollment Management process. Summer/Inter-session assignments shall be offered to Contract and Regular unit members for acceptance prior to making offers to Part-time (Adjunct) unit members. Summer/Inter-session assignments to Contract and Regular unit members shall follow the terms of [Article 10D.10](#).

17B. Summer/Inter-Session Wage Rates

17B.1 *Summer/Inter-Sessions Wages for Qualified Contract and Regular Faculty*

Contract and Regular unit members who have completed at least one (1) year of full-time service with the District, who render instructional service in the Summer Sessions or Inter-session, shall be compensated on the basis of the Summer Rate for Contract and Regular Faculty Salary Schedule. Inter-session wage rates shall be comparable to Summer Rate. (See [Article 21L.1](#).)

This Schedule shall have all the columns of the Full-Time Salary Schedule, and Contract and Regular unit members shall be placed at the Column/Step, up to Step 14, that coincides with the unit member's current placement on the Full-Time Salary Schedule. The methodology for computing hourly rates shall be as described in [Article 21G.1](#), including the same pro-rata percentages set forth for lecture and laboratory hours.

17B.2 *Provisions for Regular and Contract Librarians, Counselors, Athletic Trainers, Nursing Clinical Skills Lab Instructor, and Director of Nursing*

Provisions are for Regular and Contract Librarians, Counselors, Athletic Trainers, Nursing Clinical Skills Lab Instructor, and the Director of Nursing who have at least one (1) year of full-time service. These unit members shall be paid for each Summer Session service at the rate of ten percent (10%) of their annual wage, up to Step 14, for one (1) month's full-time service consisting of twenty-one (21) working days of six and one-half (6-1/2) hours each. Hours in excess of, or less than, a full month's service shall be paid at the hourly rate specified in [Article 21G.1](#). (See Appendix: [Summer Assignment: Verification of Completion Director of Nursing](#).)

17B.3 Other Classifications of Unit Members

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

17C. Summer Session Sick Leave

17C.1 Teaching Faculty

Teaching Faculty who work Summer Sessions should refer to [Article 11A.2.c](#).

17C.2 Librarians, Counselors and Faculty on Special Assignment

Librarians, Counselors and Faculty on Special Assignments who work a full time twenty-one day assignment shall accumulate one day of Sick Leave for the Summer Session.

17C.3 Summer Session Office Hours

Summer Session Office Hours will be compensated in accordance with [Article 10D.3a](#) and [Article 21G.1d](#).

17C.4 Summer Session Assignments for Load

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

ARTICLE 18. PART-TIME (ADJUNCT) UNIT MEMBERS

18A. Notification of Contract and Temporary Faculty Vacancies

18A.1 Vacancy Postings

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

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

18A.2 Part-Time Faculty Notice to Dean

Part-time (Adjunct) unit members shall inform the Division Dean of their application for a Part-time (Adjunct) vacancy by submitting a signed work agreement on the Assignment Preference Form (see [Section 18B.1f](#)).

18B. Employment Rights

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

18B.1 Part-Time (Adjunct) Faculty Seniority

a. College.

Each Division Dean at each College shall be responsible for verifying and maintaining a separate Seniority List for each Discipline within his/her Division. Disciplines shall be defined according to the Discipline List as adopted by the State Board of Governors of California Community Colleges. The latest version of the Disciplines List shall be on file in the Office of Academic Services (OAS) and the Office of Student Services (OSS). A Part-time (Adjunct) faculty person may accumulate separate seniority credit in more than one Discipline.

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

The Faculty Association retains the right to review the Seniority List and the process for determination of placement on the list at will. Within two (2) work weeks of requesting said review by the Faculty

Association, the District shall make all the relevant documents available.

2. Date Seniority List Posted Publicly:

The Seniority List shall be stamped with the date and posted on or before November 1st. Part-time (Adjunct) unit members shall have two (2) work weeks from the posting to contest in writing their placement to their Division Dean.

3. Signature of Appropriate Administrator:

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

b. Determination of the Date of Initial Service.

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

The first day of instruction of the semester, Summer or Inter-session in which a unit member establishes paid service in a given discipline shall be the unit member's date of hire for seniority purposes in that discipline. If two or more unit members in the same discipline have the same initial date of service, then their respective placement shall be determined by lottery.

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

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

2. Extenuating Circumstances—Not Considered a Break in Service for the Purpose of Seniority. An absence of service shall not be considered a break in service, or otherwise count towards a break in service described in [Section 18B.1](#) above, if the Part-time (Adjunct) faculty member is not given an assignment due to a reduction in force,

bumping by a full-time faculty member, class cancellation due to low enrollment, active military service as defined in [Section 11H.1](#), or if the unit member is unable to accept an assignment for extreme personal reasons as determined and mutually agreed upon by the District and the Faculty Association, or in order to accept Temporary full-time teaching, counseling, librarian or special assignment position at another institution of higher education. With extenuating circumstances, an absence in service that exceeds two (2) full calendar years shall result in the member's name being removed from the affected college-specific discipline seniority list.

c. For Adjunct Unit Members Hired Prior to Fall, 2006:

1. The member's date of initial service in the District shall become the member's baseline seniority date in the college-specific disciplines into which the faculty member was initially hired, provided the faculty member was active at in that discipline at any time during Fall 04, Spring 05, Fall 05, or Spring 06. If the unit member was inactive during this time frame or has a subsequent Break in Service as defined in Section (b) above, then seniority shall be as set forth in Section (b).
2. For unit members hired in one college-specific discipline who became active in one or more additional college-specific disciplines subsequent to their initial date of hire, but prior to Fall 2006: For disciplines in which the unit member was active during Fall 04, Spring 05, Fall 05, or Spring 06, the initial date of service in the college-specific discipline shall be the baseline seniority date in that discipline at that college. For any discipline in which the unit member was inactive during the time frame shown above or in which the unit member has a subsequent Break in Service as defined in Section (b) above, then seniority shall be as set forth in Section (b).
 - (a). Unit members shall provide information, along with documentation, if possible, to his/her Division Dean, with regard to their initial service dates in all college disciplines in which they have recent services as defined above, for which they wish to establish a baseline seniority date.
 - (i) In circumstances where reliable information is difficult to obtain, or in which ambiguities or special considerations warrant, the case shall be reviewed jointly by the District and Faculty Association, so that the fairest possible baseline seniority date may be determined.
3. For any new discipline in which the unit member becomes active in Fall 2006 or later, seniority shall be determined by the procedure for new members hired Fall 2006 or later.

d. Distribution of Assignments.

Assignments to Part-Time (Adjunct) faculty will be based first on program needs. Program needs include, but are not limited to, the employee's qualifications to carry out the assignment and his/her education, expertise, and/or demonstrated experience in aspects specific to the assignment;

employee ability to use and expose students to current information, technology, and skills required in this assignment; employee availability at needed times; and employee's previous performance record (satisfactory or better and adherence to District Rules and Regulations). District program needs shall have priority over the Part Time Seniority List. (See [Section 18B.2](#) below.)

e. Order of Assignments

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

1. To all Contract, Regular, and Temporary faculty for load;
2. To Contract and Regular faculty for overload for extra pay and Summer/Inter-session. (See Articles [10D.10](#), [10D.11](#), and [17A](#).);
3. To retirees with Emeritus Status at the District's discretion. Retirees shall be subject to the evaluation process outlined in this article;
4. To existing or newly hired Part-Time (Adjunct) faculty in order to fulfill one or more program need(s) according to [Section 18B](#); and
5. To Temporary Full-time faculty, and existing Part-time (Adjunct) faculty on the Seniority List according to the provisions herein.

f. Assignment Preference Form

When the list of assignments needing adjunct staffing becomes available for a discipline, all qualified Part-time (Adjunct) unit members on the discipline Seniority List shall receive an Assignment Preference Form. The Assignment Preference Form shall be mailed to the home address via US Mail. The Assignment Preference Form shall request Adjunct unit members to indicate their interest and availability for an assignment(s) each semester or Inter-session or Summer Session consistent with [Section 18C.3](#). The Assignment Preference Form shall contain the Division Dean's fax number. The Part-time (Adjunct) unit member shall have ten (10) calendar days from the date of the postmark of the mailing to return the preference form to the Division Dean. The returned preference form must be postmarked within ten (10) days of the date of the initial postmark (See Appendix: [Assignment Preference, Part Time Faculty](#)). (This section modified by MOU. See Appendix: MOU: Assignment Preference Form.)

g. Part-Time (Adjunct) Unit Member Assignment Guidelines

Part-time (Adjunct) unit members shall be offered an assignment of maximum load requested, up to 60% (9 CAH or equivalent) that is workable within the constraints of the assignments available, in order of seniority before the next senior Part-time (Adjunct) unit member receives his (her) assignment. Offers of assignment may be made in person, or via the unit member's home or off-campus work phone (if provided), or the US Mail. The process shall continue until all Part-time (Adjunct) assignments have been distributed. The unit member has the right to decline any or part of the offered assignment without penalty.

1. Part-time (Adjunct) unit members have ten (10) calendar days to sign and return the class offering(s) assignment. At the time assignments are made, the most current Seniority List will apply.
2. If a course of instruction, or counselor, librarian, or other assignments become available after the procedure for making assignments has begun, these shall be assigned to unit members, taking into account program needs, in the exact manner and order described in [Section 18B.1e](#) above. When assignments are made from the Seniority List in this circumstance, the offering of the assignments will start with the most senior Part-time (Adjunct) instructor who has less than a 60% load already assigned. No unit members—Contract, Regular, Temporary or Part-Time (Adjunct)—are allowed to change or modify their original assignment when taking new assignments under this circumstance. At the time assignments are made, the most current Seniority List will apply.
3. Part-time (Adjunct) unit members offered an assignment within thirty (30) calendar days of the start of the assignment shall have twenty-four (24) hours to respond by telephone (email or fax permitted). If no response has been received within twenty-four (24) hours, the Division Dean shall follow the order of seniority in offering the assignment consistent with [Section 18B.1d-e](#) above. Contact shall be made either at the Part-time (Adjunct) unit member's home or in person.

h. Evaluation(s). See [Section 18I.2](#).

i. Grievance. See [Section 18I.9](#). (Seniority List)

18B.2 Program Needs

Program need includes, but is not limited to, an employee's qualifications to carry out the assignment and his/her education, expertise and/or demonstrated experience in the specific requirements of the assignment, employee ability to use and expose students to current information, technology, and skills required in this assignment; employee availability at needed times; and employee's previous performance record (satisfactory or better and adherence to District Rules and Regulations).

18C. Offer of Employment

18C.1 Limits on Assignments

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

18C.2 Additional Assignments

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

18C.3 Assignment Preference Form

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

18D. Staff Development

Part-time (Adjunct) unit members, required by the District to attend on-campus meetings, shall be compensated for the meeting at the rate articulated in [Article 21G.2b](#). In addition, Part-time (Adjunct) unit members shall be compensated at the rate articulated in [Article 21G.2b](#) for the initial orientation meeting for new faculty members and for in-service training as approved in writing by the appropriate Chief Instructional Officer or Chief Student Service Officer (see Appendix: [Service Report: Academic Non-Instruction](#)). Prior written approval from the Chief Instructional Officer or Chief Student Service Officer must be obtained for any compensation for in-service training. Such training, in order to be compensated, must be specifically related to the course of study taught by the individual unit member.

18E. Staff Development Committee Representative

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

18F. Part-Time (Adjunct) Sick Leave: Earning and Accumulating

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

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

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

18H. Contract, Regular and Temporary Bumping Rights

Contract, Regular and Temporary unit members who experience a class cancellation for classes for load may bump a Part-time (Adjunct) unit member only before the first class meeting and only if they have no overload that can be applied to load. Banked load shall not be invaded for this purpose unless the unit member chooses to do so. (See Appendix: [MOU: Part-time \(Adjunct\) Bumping Rights](#).)

18I. Evaluation

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

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

18I.1 Guiding Principles

- a. The evaluators shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the evaluatee;
- b. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of instructors done on negotiated Student Evaluation Forms shall be anonymous in order to protect the identity of the student;
- c. Only those forms that have been negotiated shall be used in the evaluation process;
See appendices:
[Evaluation: Counselor Evaluation Form Student Survey](#)
[Evaluation: Counselor Performance Observation Form](#)
[Evaluation: Institutional Researcher: Client Survey Form](#)
[Evaluation: Librarian Performance Observation Form](#)
[Evaluation: Library Orientation: Student Survey Form](#)
[Evaluation: Observation of Instruction Form Online Class](#)
[Evaluation: Observation of Instruction Form: Math X](#)
[Evaluation: Observation of Instruction Form: Face to Face Class](#)
[Evaluation: Student Response to Instruction Form Face to Face Class](#)
[Evaluation: Student Response to Instruction Form Online Class](#)
- d. The evaluatee has the right to respond in writing to the evaluation(s). Written responses shall become part of the evaluatee's personnel record;
- e. Enrollment management data shall be excluded from the entire evaluation process; and
- f. The results of the evaluation shall be provided to the Part-time (Adjunct) unit member within fifteen days of completing the process.

18I.2 Evaluations

Part-time (Adjunct) unit members shall be evaluated during the first semester of employment during the regular academic year. This process shall be repeated in all disciplines where the Part-time (Adjunct) unit member teaches. This

evaluation shall be peer review driven with coordination and appropriate involvement of the Division Dean. Thereafter evaluation shall be done at least once every three (3) years of employment. If there is a break in service of two academic years, the unit member shall be evaluated during the first semester of reemployment. The date the unit member discussed his/her evaluation with the evaluator or his/her Division Dean shall be included in the written evaluation document.

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

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

a. Unsatisfactory Status

“Unsatisfactory” means that the Part-time (Adjunct) unit member has been notified that his/her performance is unsatisfactory for continued employment. “Unsatisfactory” status, as corroborated by a second evaluation by a different evaluator, in accordance with Section 18I.2, shall result in the unit member’s removal from the Seniority List. The opportunity to work with a faculty mentor may be offered by the supervisor or may be requested by the Part-time (Adjunct) unit member. At the request of the Part-time (Adjunct) unit member, the Faculty Association shall function exclusively to monitor the evaluation process as to contracted procedural due process issues. Such cases shall be referred to the Division Dean for further action. If the unit member is rehired at a later date, he/she will establish a new date of hire.

b. Needs Improvement Status

A Part-time (Adjunct) unit member is in “Needs Improvement” status if his/her most recent evaluation carries the final recommendation of “Needs Improvement.” This is not cause for the removal of the member’s name from the Part Time Seniority List, except as provided in the section “Process and Timeline,” below. The intent of a “Needs Improvement” recommendation is that the member be given an opportunity to improve, and resulting in a “Satisfactory” follow-up evaluation.

1. Process and Timeline for Needs Improvement Status:

- (a.) Categories for which improvement is recommended shall be specifically indicated in an evaluation conducted by a faculty member or by the Division Dean, in accordance with Section 18I.2 above or Section 18I.3 below. These categories must conform to those listed in [Section 18I.7 a-f](#) and/or those listed in the negotiated evaluation forms used in the initial evaluation process;
- (b.) An evaluation with the recommendation of “Needs Improvement” shall be forwarded to the appropriate Dean within two (2) weeks of the Part-time (Adjunct) unit member receiving the written evaluation;
- (c.) If the most recent evaluation is the only “Needs Improvement” recommendation the unit member has received within the last two (2) years, then the unit member shall be re-evaluated within the next full semester. If the evaluatee does not have an assignment during that time, re-evaluation will occur the next semester in which he/she has an assignment. The re-evaluation will be performed by a different evaluator, and the classroom observation form will be used primarily to focus on categories identified as needing improvement from the immediate prior evaluation. The opportunity to work with a faculty mentor may be offered by the supervisor or may be requested by the Part-time (Adjunct) unit member;
- (d.) If the subsequent evaluation described in (c) above results in another “Needs Improvement” recommendation then the unit member shall be placed on “Unsatisfactory” status, and a follow-up evaluation shall be conducted in accordance with Section 18I.2a by the Division Dean. If this follow-up evaluation is “Unsatisfactory”, or does not indicate satisfactory progress, then the unit-member’s name shall be removed from the Seniority List;
- (e.) If a unit member who has been removed from the Adjunct Seniority List is rehired at a later date, for seniority purposes the new date of initial service shall be the first day of instruction for the semester, not including Summer or Inter-session, when the unit member returns to paid service; and
- (f.) At such time as a Part-time (Adjunct) unit member receives a “Satisfactory” evaluation, he/she is taken off “Needs Improvement” status. Notwithstanding, the Division Dean may elect to accelerate the timeline for the next regular evaluation, in accordance with Section 18I.3 below.

18I.3 Additional Evaluations

Management reserves the right to conduct more frequent evaluations.

18I.4 Student Evaluations

The negotiated standard Student Evaluation Forms shall be distributed and collected by the evaluator as part of the classroom visit. (See Appendices: [Evaluation: Counselor Evaluation Form: Student Survey](#), [Evaluation: Library Orientation: Student Survey Form](#), [Evaluation: Student Response to Instruction Form Face to Face Class](#), [Evaluation: Student Response to Instruction Form Online Class](#).) The negotiated standard Student Evaluation Forms shall be summarized as part of the negotiated evaluation report. The negotiated student evaluation forms shall be anonymous and shall be returned to the Part-time (Adjunct) unit member at the end of the semester/term by the Division Dean/supervisor. The summary shall be a fair and accurate report of the information provided on the student evaluation forms. The evaluation report shall be a fair and accurate summary of the judgment of the individual evaluator.

18I.5 Rights of Part-time Faculty to Perform Evaluations/Evaluation Training

A qualified Part-time (Adjunct) unit member may perform Part-time (Adjunct) evaluations, as well as serve on Peer Review Committees for tenured faculty. Part-Time (Adjunct) unit members shall not evaluate other Part-time (Adjunct) unit members with whom they compete for assignments within a discipline. Qualification as an evaluator is dependent upon participation in evaluation training. Training sessions for performing evaluations shall be conducted by the Faculty Association on an annual basis as part of staff development activities. Part-time (Adjunct) unit members who have completed their third semester, or later, of employment in the District and who have also completed one such training session on evaluation, and who have been evaluated with above average ratings, shall be eligible to become evaluators. Compensation for completing such a training session shall be made, not to exceed three (3) hours at the rate stated in [Article 21G.2b](#).

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

18I.6 Evaluation of Contract, Regular, and Temporary Faculty Performing Overload

Contract, Regular and Temporary unit members who are providing service on an overload Part-time (Adjunct) assignment outside their primary discipline shall be evaluated as per the guidelines as set out in this Article.

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

a. Forward

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

colleagues and staff and to demonstrate collegial participation defined as contributing to a collaborative, respectful working environment with all staff. Criteria for excellence in working with students are listed below. In addition, the applicable specific professional standards are set forth for instructional faculty, counselors, librarians and faculty on special assignment.

b. Excellence in Working with Students

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

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

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

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

- (1) Working in and supporting a collaborative Counseling Division team environment;

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

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

- (1) Working in and supporting a collaborative team environment;
- (2) Developing and implementing new/revised projects, programs and plans in accordance with the Adopted Goals and Objectives of the Learning Resources Program;
- (3) Promoting student and staff access to use of the library through comprehensive reference service and bibliographic instruction;
- (4) Contributing to building, organizing, and maintaining library collections, including implementing electronic access to information;
- (5) Teaching students in class orientations, individually, and through Library Skills courses;
- (6) Developing liaisons between the library and instructional faculty and achieving familiarity with College and District goals and policies; and
- (7) Applying new technologies in the delivery of library services.

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

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

18I.8 Training for Evaluators

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

18I.9 Grievance

A unit member shall be able to grieve his/her placement on the Seniority List.

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

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

18J. Maximum Workload

18J.1 60% Law Limit on Assignments

Part-time (Adjunct) unit members shall be limited to assignments totaling no more than sixty percent (60%) of a full-time (100%) workload in any semester. This load limit is computed in terms of Computed A Hours per week. Summer Session, Inter-session and office hours are excluded from the calculation.

18J.2 60% Law Exceptions

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

18J.3 60% Law Exclusions

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

18J.4 Part-Time Office Hours/Eligibility

Part-time (Adjunct) unit members assigned a 33.3% load (5 CAH equivalent) or higher, not counting activity hours or courses taught exclusively on an individualized mastery learning basis in a given semester, shall have the option of serving one (1) weekly office hour, to be compensated in accordance with [Article 21G.1d](#). Contract and Regular unit members who are on an approved 100% Leave of Absence (excluding Workload Banking Leave) and teaches as Part-Time (Adjunct) faculty while on the Leave shall be eligible for paid office hours according to the above. The office hours shall be held on campus or at appropriate off-campus sites (approved by the Dean). The place and time of the office hour(s) shall be communicated in writing to the appropriate Dean.

18J.5 Part-Time Office Hours Notice of Intent

During the first week of each semester, each Part-time (Adjunct) unit member who intends to provide office hours during the semester shall submit to the Dean or administrator the time and location of the office hour on their syllabus.

18J.6 Part-Time Office Hours Syllabus Requirement and 60% Law Exclusion

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

18J.7 Access to Supplies

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

18K. STRS Cash Balance Plan

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

18L. Compensation for Office Hour.

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

18M. Consideration for Full-Time Employment

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

18N. Summer Session and Inter-Session Assignments Priority to Contract and Regular Unit Members

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

18O. Medical Benefits

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

18P. Salary and Step Placement

See [Article 21H](#) for Part-Time (Adjunct) unit member salaries and step placement.

18Q. Payment to Attend Required Activities.

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

18R. Bereavement Leave for Part-Time (Adjunct) Faculty.

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

18S. Judicial Leave for Part-Time (Adjunct) Faculty.

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

18T. Donated Sick Leave for Part-Time (Adjunct) Faculty.

See [Article 11A.7](#).

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ARTICLE 19. PRE-RETIREMENT REDUCTION OF ANNUAL WORKLOAD

19A. Education Code Regulation

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

19A.1 Age Requirements

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

19A.2 Length of Service

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

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

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

Pre-retirement reduction of annual workload must be applied for in writing by the unit member. Use the proper form to notify the District for approval. (See Appendix: [Pre-Retirement Load Reduction Form](#).) Thereafter, the workload reduction is subject to approval by the Board of Trustees. The workload reduction may be revoked or altered only with the mutual consent of the Board of Trustees and the unit member.

- a. A unit member who desires to reduce his or her workload in accordance with this Article shall make application through the unit member's Division Dean by November 1 of the school year prior to the year when pre-retirement reduction is to become effective.

19A.4 Compensation

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

a. Retirement Fund Obligations

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

b. Health Benefits

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

c. Computation

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

19A.5 Calculation of Load

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

19A.6 Duration

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

19A.7 Effect of Legislative Change

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

19A.8 Leaves

Refer to [Article 11](#) for pre-retirement workload reduction impact on Leaves.

19A.9 Opportunity for Overload and Summer Session/Inter-session Assignments

See [Article 17](#), Summer Session and Inter-Session Assignments.

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ARTICLE 20. EMPLOYEE BENEFITS

20A. Group Insurance Benefits for Eligible Unit Members

20A.1 Group Plan Coverage

The District shall provide all eligible¹ Contract, Regular and Temporary unit members and their dependents with health, dental and vision coverage. Part-time (Adjunct) unit members shall be provided medical benefits according to [Section 20A.6](#). The District shall also provide life insurance and income protection plans to all eligible unit members. With the exception of medical benefits provided Part-time (Adjunct) unit members, these group benefit plans shall be fully paid by the District except that the District will contribute to the payment of health benefits an amount equivalent to the cost of the most expensive of the Health Maintenance Organization (HMO) plans in existence at the time of the signing of this Agreement. Coverage of all benefit plans shall be maintained at the current level or better unless negotiated otherwise by the Faculty Association and the District.

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

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

- b. In addition, the District shall provide a pre-tax salary deduction program (IRS-125 Plan) subject to IRS approval for the purpose of: Part One, paying for dependent care; Part Two, health plan premiums and Part Three, other approved health-related expenses. Subject to IRS approval, the maximum amount that an employee may have deducted for Part One is \$5,000 in a plan year and Part Three shall be limited to \$3,000 for the plan year.

The District shall provide all unit members with a minimum thirty (30) day notice of the annual application deadline for these pre-tax salary deduction programs. This notice shall be provided via U.S. mail.

- c. **Health and Welfare Benefits:** The District and Faculty Association agree to health and benefit plans effective January 1, 2007 that will be revised as follows:
 1. an office co-pay of \$5 for Blue Cross HMO and Kaiser;
 2. \$5 generic/\$15 non-generic drug co-pays for Blue Cross HMO;
 3. \$5 generic/\$15 non-generic drug co-pays for Kaiser;
 4. \$5 generic/\$15 non-generic drug co-pays for Blue Cross PPO;
 5. \$500 deductible for Blue Cross PPO.

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

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

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

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

20A.3 Domestic Partners

For purposes of this Section 20A.3, the term “domestic partners” shall be defined to include those individuals who meet the requirements for domestic partnership which are set forth in California Family Code section 297.

The District shall conform to all State and/or Federal laws regarding domestic partnerships. In order to conform to such said laws, the employee and/or retiree must file with the Secretary of the State of California a Declaration of Domestic Partnership as stated in Family Code Section 297. Active employees who wish to cover a domestic partner on insurance plans offered by the District must also file with the State unless they do not qualify under State guidelines. In such instances, the employee will file an Affidavit of Domestic Partnership with the District. (See Appendix: [Domestic Partnership: Affidavit.](#))

For retirees, it is understood that this provision applies to same sex domestic partners. In addition, it is understood that eligible benefits will be provided in the event an employee retires to another state and maintains documented eligibility consistent with the California Family Code Section 297.

a. Eligibility for Benefits:

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

b. Documentation:

Both the worker and the domestic partner must attest to certain facts by completing and signing the Affidavit, which implies an Affidavit of mutual responsibility. This Affidavit may have potential legal implications under California law, which has recognized that non-marital cohabiting couples may privately contract with respect to the financial obligations of their relationship. The requirement of an Affidavit shall be waived for unit

members who are registered as Domestic Partners with the State of California and provides a copy of this documentation to the District.

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

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

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

c. **Affidavit of Proof:**

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

20A.4 Period of Coverage and Payment of Premiums

a. **Eligibility: 100% Contract, Regular, and Temporary Faculty**

Contract, Regular and Temporary unit members with a 100% contract shall be entitled to group benefits for the entire school year, at the District's contribution level as specified in [Section 20A.1](#) above. Contract and Regular unit members employed for less than an academic year shall be entitled to group benefits for the actual period of employment.

b. **Eligibility: Less Than 100% Contract, Regular and Temporary Faculty**

(1) **Full Year.** Contract, Regular, and Temporary unit members (see definitions in [Article 1C.1a-c](#)) who are employed fifty percent (50%) or more for the full academic year may choose to accept one or more group benefits and shall be entitled to the selected benefits for the entire fiscal year, but shall share the premium charges in the same ratio as their actual service assignment bears to a full-time (100%) assignment, with the unit member's share to be paid by personal payroll deduction.

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

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

Should the eligible full-time unit member choose not to accept any medical plan or program as provided by the Board of Trustees, the District shall

offer the unit member a one-hundred seventy-five dollars (\$175) per month Tax Sheltered Annuity, subject to IRS approval. (See Appendix: [Tax Sheltered Annuity: Form: TSA Instead of Medical Benefits.](#))

- d. **Exemptions to Benefits.** Contract, Regular, and Temporary unit members employed for less than fifty percent (50%) of the service assignment of a full-time (100%) employee, or for a period less than a complete academic semester, shall not be entitled to group benefits.

20A.5 Other Conditions Related to Benefits

- a. **Effect of Leave on Benefits.** Unit members who are granted Leaves of Absence without pay in excess of thirty (30) calendar days in any school year shall not be entitled to the extension of health and welfare benefits during the inclusive dates of such Leaves of Absence, unless specifically granted elsewhere in this Agreement. Such unit members, however, may choose to continue their enrollment in existing group insurance plans at the unit member's own expense. If the Leave of Absence without pay reduces a unit member's time assignment to less than full time (100%), but equal to or greater than fifty-percent (50%) of a similar or related full-time (100%) position, premium charges shall be shared by the District and the unit member under the ratio established. See Section 20A.4b above for partial contracts.
- b. **Effect of Reduction in Load on Benefits.** If a unit member is specifically requested by the Chancellor to accept a reduction in service assignment, he or she may continue to receive group insurance benefits as of record immediately prior to such reduction in service assignment.
- c. **Timing of Benefits.** Group benefits shall become effective as of the first day of the calendar month following the month in which service to the District first begins. Group benefits for unit members whose service ends during or at the end of the school year or who are granted Leave of Absence without pay in excess of thirty (30) calendar days shall terminate at the end of the calendar month during which the service ends or the Leave of Absence begins. Unit members who terminate their employment after working a complete academic year shall have their benefits continue at the same rate through June.
- d. **Unit Members Employed Pre-July 1, 1972.** Unit members employed prior to July 1, 1972, who were employed half-time or more and for a period of at least one full quarter in the school year shall continue to receive those group benefits as of record on June 30, 1972, with the same degree of participation in premium costs.

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

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

- (1) had an annual load factor of at least 0.4 (12 CAH) or more during the academic year, including summer session, prior to receiving benefits;
- (2) had affirmed via a signed affidavit that he/she has no other access to medical insurance where all or part of the premium is paid through some other source; and
- (3) had approval of this arrangement by the carriers.

b. **Medical Plan**

Each qualified Part-time (Adjunct) unit member and his or her eligible dependents are eligible to enroll in the District's Kaiser Foundation Health Plan. The Part-time (Adjunct) unit member must enroll annually (See Appendix: [Medical Benefits, Enrollment Form for Part Time Faculty](#)).

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

c. **Premium Payment**

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

- (1) **Program Payments.** The program shall be dependent upon the continuation of funding as described in Education Code Sections 87860 through 87868 whereby the State pays up to one-half of the District's total cost, provided that the amount claimed by all districts in the state does not exceed the funding provided in the State Budget.

Employees with loads of 0.4 or more shall be responsible for payment of a minimum fifty percent (50%) of the premium and the District shall be responsible for up to fifty percent (50%) of the premium coverage depending upon State reimbursement to the District. If State funding is less than fifty percent (50%), the District shall contribute the same percentage as the State provides. If a change occurs in the State funding to the District for this program, both the District and the Faculty Association agree to re-open negotiations on the program.

- (2) **Monthly Premium Deductions.** All monthly premium payments for medical benefits will be deducted directly from the unit member's monthly paycheck. Unit members are required to sign a agreement authorizing the District to deduct money owed from their paychecks. For the months the unit member does not receive a monthly paycheck, the unit member will reimburse the District by personal check or money order, which will be due on the 10th of the following month. If the premium payment is not received by the 10th of the following month, the District shall cancel the unit member's medical benefits.
- (3) **Premium Billing.** The District will bill for the collection of premiums due in excess of fifty percent (50%) as referenced in Section 20A.6.c.

If the premiums due are not received by the 10th of the month following notification that past due premiums are owed, the District shall cancel the member's medical benefits and proceed to collect past due premiums. Unit members will be billed for the collection of past due premiums and if not fully paid within thirty days from the date of notification will be debited from future earnings or via other collection remedies.

- (4) **Payroll Deductions.** Payroll deductions begin no later than the month preceding the effective date of coverage. The District shall notify eligible Part-time (Adjunct) faculty of the process to apply for benefits and applicable deadlines two months prior to the coverage's effective date.
- (5) **Continuity of Benefits.** Part-time (Adjunct) faculty receiving benefits are eligible for continuous benefits until the following Fall open enrollment.

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

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

Eligibility shall cease if:

- (1) the unit member's load for the prior academic year is less than 0.4; or
- (2) the unit member resigns or retires from service in the District.

- e. **COBRA Rights.** Should coverage cease, the Part-time (Adjunct) unit member is eligible for COBRA rights.
- f. **Domestic Partner Rights.** The District and the Faculty Association agree that domestic partners shall be included under this Article.

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

(See Appendices: [Retiree Medical Benefits: Letter From Charlotte Lofft](#), [Retiree Medical Benefits: Letter From Susan Cota](#).)

20B.1 Definition of Retired Employee

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

20B.2 Length of Service Requirement for Eligibility

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

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

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

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

b. **Impact of Future Benefit Elimination for Active Staff**

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

20B.3 Length of Benefit

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

a. **Surviving Spouse Rights**

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

20B.4 Coverage for Eligible Dependents Other Than Spouse

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

20B.5 District Coverage Limits

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

a. **Notice of Intent to Retire**

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

b. Enrollment in Medicare Part B

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

20B.6 Changing Insurance Plans

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

20B.7 Requirement to Enroll in Plan at Time of Retirement

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

20B.8 Effect of Absence on Retirement Benefits

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

20B.9 Effect of Pre-Retirement Reduction in Load

Unit members on pre-retirement reduction in annual workload shall receive full-time service credit under [Section 20B.2](#) as if they were working full time.

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

(For Unit Members Not Employed On or After April 1, 1986.)

a Election and Conditions:

1. This option may be elected solely at the discretion of the retiree. It is available to all eligible current and former retirees any time they permanently move outside the U.S. where no current District retiree medical coverage exists;

2. The retiree must state in writing to the District that permanent residence is being taken outside the country at least sixty (60) days before the move occurs;
3. It is the retiree's sole responsibility to arrange for a personal (plus spouse) medical coverage policy with a foreign carrier. The District is not required to help in this search and is not responsible for the performance of the policy selected by the retiree;
4. A contract for the medical coverage must be sent to the District before any payments for the coverage are made. The contract must state the monthly premium rate for a period of one year; and
5. The policy and payment method must be constructed in a way that prevents the District from incurring any tax liability (IRS or otherwise). IRS regulations preclude payment being made to the retiree. Payment must be made directly to the medical carrier.

b. District Responsibility:

1. The District will pay to the retiree's foreign medical carrier a monthly amount up to the maximum monthly amount that is paid; to a carrier for working members of the bargaining unit at the time the coverage is initiated; and
2. If the cost of the foreign medical coverage contract is not stated in U.S. currency, the monthly premium to be paid by the District shall be calculated based upon the foreign exchange rate on the day of receipt of the contract at the District Office. This fixed monthly payment shall be made by check directly to the foreign policy carrier on a monthly or quarterly basis (at the District's discretion) in U.S. funds and will not change for the duration of the one-year contract.

c. Retiree's Responsibility:

1. The retiree will be responsible for any exchange rate fluctuations and will have to personally pay the difference between the exchanged funds received by the foreign carrier from the District and the cost of the policy;
2. The retiree must notify the District in writing each calendar quarter that he/she is in need of continuing medical coverage. Failure to provide such notification will cause the District to withhold payment to the foreign policy carrier until such notice is received;
3. If the retiree wishes to change to a different foreign medical carrier, all the requirements and conditions noted above in Section 20B.10 a-c must be satisfied under the new coverage policy before the change can occur. Changes can only be made during open enrollment periods or when the existing policy is no longer available;
4. If the retiree wishes to return to the U.S. as a permanent resident, written notice of such intent must be received by the District. The retiree will be allowed back into the plan within thirty-one (31) days of losing their other coverage and choose among policies available to

retirees under the conditions of the current Contract with the bargaining unit; and

5. Unit members employed on or after April 1, 1986 will not be eligible for coverage as set forth in this Section.

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

See Appendix: [Retiree Medical Benefits: Letter From Charlotte Lofft](#), [Retiree Medical Benefits: Letter From Susan Cota](#).)

20C.1 Definition of Retired Employee

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

20C.2 Eligibility and Level of Coverage

Effective January 1, 1998, all eligible unit members employed on, or after April 1, 1986, shall be able to participate in District group medical retirement benefits under the conditions stated in Sections 20C.3-20C.8 below, subject to the following understanding:

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

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

- a. **Limits on District Premium Payment.** District premium payment limits are based upon paid medical coverage provided to active employees. The

District contribution to the payment of health benefits for an active employee is limited to an amount equivalent to the cost of the most expensive Health Maintenance Organization (HMO) plan(s) available to active employees during any particular year.

- b. **District Share of Premium.** The District contribution toward group medical coverage for the retiree and spouse, until the effected retiree or spouse reaches age sixty-five or otherwise becomes eligible for Medicare coverage, shall be limited to a percentage of the maximum health benefits premium as cited above in Section 20C.3a. This percentage is determined from the table shown below. This table, based upon years of service in the District and age when retirement is effective, shows the percentage of the premium to be paid by the retiree.

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

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

The table is based on the following rule:

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

Squares that show an X mean that the retiree does not qualify for retirement medical coverage. (See Section 20C.3c below.)

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

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

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

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

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

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

- a. **Requirement for Medicare Enrollment.** A retiree must enroll in Medicare Parts A and B during his or her initial enrollment period as specified by the Social Security Administration. If the retiree and/or his/her spouse are ineligible, he/she must show proof of the ineligibility. The District shall pay for Medicare Part B and a District approved Medicare Risk HMO plan. The District's payment will be to the highest Medicare Risk HMO. If the unit member wants the Medicare Supplement (PPO), the unit member must pay the difference.
- b. **Penalty for Non-Compliance of Retiree in Medicare Enrollment.** If a retiree fails to enroll in Medicare Parts A and B during the Medicare Initial Enrollment Period, as specified above, he or she must cover all penalties, financial and otherwise, for this delay.
- c. **Spousal Enrollment in Medicare.** Furthermore, upon reaching age sixty-five (65), the spouse of a retiree must also enroll in Medicare Parts A and B during his or her initial enrollment period as specified by the Social Security Administration, if the spouse wishes to continue group coverage under a District-sponsored group plan.
- d. **Penalties for Non-Compliance of Spouse in Medicare Enrollment.** If the spouse of a retiree fails to enroll in Medicare Parts A and B during his/her Medicare Initial Enrollment Period, as specified above, he or she must cover all penalties, financial and otherwise, for this delay.
- e. **Exception to Requirement for Medicare Enrollment.** If the retiree or spouse enrolls in Medicare and the other is not yet eligible for Medicare, then the one who is not eligible can continue group coverage at the rates charged the retiree under [Section 20C.3b](#) until the spouse reaches age 65 or otherwise becomes eligible for Medicare coverage.

20C.5 Spousal benefits upon death of retiree

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

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

20C.6 Coverage Limits If Both Spouses are Eligible

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

20C.7 Payment of Premiums for eligible dependents

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

20C.8 Change in Plans and/or Carriers

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

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

20D Group Medical Insurance for Retirees Due to Disability

20D.1 Coverage

The District will continue to pay the cost of a District group medical insurance plan for each unit member and spouse following retirement of the unit member from District service due to disability, provided that the employee has attained the age of fifty (50) and has rendered ten (10) years' full-time service to the District at the age of retirement, including the five (5) years immediately

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

20D.2 Definition

A "disability-retired" unit member shall be defined as one who has involuntarily retired from service and from the District due to disability and who is receiving a disability retirement allowance from the State Teachers' Retirement System or the Public Employee's Retirement System.

20D.3 Term

A disability retiree who meets the minimum service requirements of ten (10) years' full-time service, including the five (5) years immediately preceding retirement, but who has not attained the age of fifty (50) years at the time of retirement, may continue to receive medical insurance coverage from the District if the unit member chooses to continue coverage and agrees to pay quarterly the full premium due to the District in one (1) advance quarterly payment. If such payments are continued without break by the unit member until attainment of age fifty (50), the District shall at that time assume the full premium cost.

20D.4 Length of Coverage and Impact on Surviving Spouse

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

20D.5 Coverage for Non-Spousal Eligible Dependents

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

20D.6 Medicare Eligibility for Disabled Retirees

The District medical plans will be limited to the coverage provided for active staff or to the premiums which will replace or supplement Medicare, for disability retirees at the time the disability retiree becomes Medicare-eligible. Disability retirees eligible for Medicare must enroll in all parts for which they are eligible.

The requirements cited in [Section 20B.5](#), apply to unit members who were employed on or before April 1, 1986, who are planning to take disability retirement. The requirements cited in [Section 20C.4](#), apply to unit members who

were employed on or after April 1, 1986 who are planning to take disability retirement.

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

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

20E. Continuation of Benefits Upon Death of Unit Member

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

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

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

20G. Effect of Leaves of Absence on Coverage

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

20H. Effect of Pre-Retirement Reduction in Load on Coverage

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

20I. Waiver of Rights by Retirees

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

20J. Change in Family Status Notification

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

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ARTICLE 21. SALARIES

21A. Salary Adjustment for Academic Years 2006-07 and 2007-08

21A.1 Academic Year 2006-07

For Academic Year 2006-07, the Salary Schedule for Regular, Contract and Temporary unit members shall reflect an eight percent (8%) increase over the salaries in 2005-06. This adjustment shall be applied no later than October 1, 2006, retroactive to July 1, 2006. Part-time/overload hourly rates and stipends shall be as stipulated in [Section 21G](#) (See Appendices: [Salary Schedule: 2006-2007](#), [Salary Schedule: 2007-2008](#).)

21A.2 Academic Year 2007-08

For Academic Year 2007-08, the Salary Schedule for Regular, Contract and Temporary unit members shall reflect a six percent (6%) increase over the salaries in 2006-07. This adjustment shall be applied no later than October 1, 2007, retroactive to July 1, 2007. Part-time/overload hourly rates and stipends shall be as stipulated in [Section 21G](#).

21B. Salary Adjustment After Academic Year 2007-08

The District and Faculty Association shall meet and agree to improvements and wages for Academic Year 2008-09 within 45 days from when the Governor of the State of California signs the State Budget for Fiscal Year 2008-09. The District and Faculty Association acknowledge the need to make improvements that impact both Full-time and Part-time (Adjunct) unit members.

At the meeting described above, the parties shall also determine the process and timeline for determining improvements to wages for Academic Year 2009-10.

21C. General Provisions of the Faculty Salary Schedule

21C.1 Procedures

- a. **Full-Time Unit Members.** Unit members with Contract, Regular or Temporary status employed with a 100% contract shall be paid an annual salary based on education and experience as further defined below. Unit members with Contract, Regular or Temporary status employed for less than a 100% contract shall be paid a proportionate annual salary.
- b. **Part-Time (Adjunct) Unit Members.** Part-time (Adjunct) unit members shall be paid according to the Schedule of Part-Time (Adjunct) Service Rates established in [Section 21G](#).
- c. **Substitute Rates Instructional Assignments.** Effective Fall Semester, 2006, for instructional assignments, substitute service up to ten percent

(10%) of the semester equivalent hours for a course shall be paid at the prevailing substitute rate of fifty four dollars (\$54) per hour. Substitute hours exceeding an aggregate ten percent (10%) of the semester equivalent hours for a course shall be paid at the instructor's prevailing lecture or laboratory rate.

- d. **Substitute Rate Non-Instructional Assignments.** Substitute service for non-instructional hours shall be paid at forty-five dollars (\$45) per hour.
- e. **Coordinator, Alternate Duty and Special Assignment.** Coordinator, alternate duty, and special assignment work on an adjunct/ overload basis shall be paid by the hour or by CAH (where applicable, as described in [Section 21F.4d](#)) in accordance with the rates defined in [Section 21G.2](#).
- f. **Payment to Evaluate Part-Time (Adjunct) Faculty.** Full-time unit members may elect to evaluate Part-time (Adjunct) unit members for pay. Such evaluation, consisting of observation of instruction (or counseling or librarian, or special assignment duties), plus the completion of the observation and student response forms as required, and conference with the Part-time (Adjunct) unit member, shall be compensated at a flat rate of One hundred thirty five dollars (\$135).

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

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

General Provisions of the Faculty Salary Schedule**

1. Full-time unit members with Contract, Regular or Temporary status shall be paid an annual salary based on education and experience as further defined below.
2. Column Definition**
 - II. A) Bachelor's Degree, or
 - ***B) Bachelor's Degree plus two (2) years experience in occupation**** or
 - ***C) Associate's Degree [or sixty (60) Semester Units] plus six (6) years experience in occupation****
 - III. A) Master's Degree, or
 - ***B) Bachelor's Degree plus four (4) years experience in occupation**** or
 - ***C) Associate's Degree plus eight (8) years experience in occupation****
 - IV. A1) Master's Degree with sixty (60) Upper Division or Graduate Semester Units beyond those normally required for the Bachelor's Degree, or
 - A2) Master's Degree plus thirty (30) additional Graduate Semester Units subsequent to the date of the Master's Degree, or
 - ***B) Bachelor's Degree plus six (6) years experience in occupation**** or
 - ***C) Master's Degree plus two (2) years experience in occupation****

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

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

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

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

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

Reference: Column Definition: Section 21C.

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

Newly hired faculty shall receive the information below in Section 21D.1 with their offer of employment. Credit for previous experience shall, for placement purposes, be granted within one hundred twenty (120) calendar days from date of hire, as determined by the Chancellor or Director of Human Resources as follows:

21D.1 Initial Placement

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

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

Effective the 2006-07 academic year, step credit shall be applied on the following basis:

- a. Entering faculty may be placed as high as step seven (7) on the salary schedule.
- b. Full-time teaching, counseling, library or special assignment experience in an accredited school or college, including temporary leave replacement employment, shall be credited at the rate of one (1) step for each year of experience.
- c. Part-time teaching counseling, library or special assignment experience in an accredited school or college, including summer work, and verified long-term substitute service (defined as over 50% of a course), shall be aggregated into full-time equivalent years up to a limit of four (4) years.
- d. Credit for full-time work experience, in an occupation directly related to the assignment, shall be allowed at the rate of one (1) step for each year of experience. The applicant bears the burden of proving a nexus between his/her work experience and the proposed assignment.

- e. Fractional years shall be carried through as the results from parts b through d above are added. The resulting sum will be truncated to the highest whole number, in order to determine the step credit for entering faculty.
- f. Experience as a teaching or laboratory assistant shall not be considered.
- g. For unit members teaching technical-vocational subjects, only occupational experience beyond that which is used to qualify for column placement may be applied towards step placement.

21D.2 Placement Challenge Deadline

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

21D.3 Placement of Management Transfers

a. Faculty Who Became Managers and Transferred Back To Faculty

These individuals, who were hired initially by the District to perform faculty tasks, shall retain their number of original placement years and number of accumulated years as a faculty member. The number of years of working as a manager within the District shall be added to the number of years as a faculty member for re-placement on the Faculty Salary Schedule for Contract, Regular and Temporary Faculty. These individuals also shall re-earn their prior highest placement step earned on the Schedule of Part-Time (Adjunct) Service Rates.

b. Managers Who Transfer Into the Faculty

These individuals, who were hired initially by the District to perform administrative tasks as managers, shall be placed on the Faculty Salary Schedule for Contract, Regular and Temporary Faculty according to the following factors:

- (1) Placement Factors allowable to new Contract unit members including the number of Placement Steps; and
- (2) Number of years working full-time as a manager in the District.

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

Any full-time unit member who also performs part-time (overload) service during the regular school year shall be paid on the Schedule of Part-Time

(Adjunct) Service Rates. This provision shall be limited to the maximum number of steps on the Part-Time (Adjunct) Service Rates, as determined by [Section 21G.1](#) of this Agreement.

For hourly and overload service:

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

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

21E.1 Normal Step Advancement

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

a. Normal Advancement of Mid-Year Hires

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

21E.2 Provision for Unpaid Leaves of Educational Benefit

Unpaid Leaves of Absence (other than Sabbatical) granted to unit members for experiences which may be presumed to be of educational benefit to the students and the District, as determined by the Sabbatical Leave Committee, shall result in service credit on the Salary Schedule up to one year. Application for this credit must be made in advance.

21E.3 Column Advancement

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

21E.4 Equivalent Units for Column Advancement

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

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

21F. Payment of Salaries

21F.1 Faculty Hired Prior to 1991-92.

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

21F.2 Faculty Hired Beginning 1991-92.

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

21F.3 Repayment of Unearned Salary.

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

- a. **Termination by Death of the Unit Member.** In the event of a unit member's death, the salary warrant for the month in which the unit member dies will be issued to the survivor entitled to it. Repayment of the unearned salary by the survivor will be deferred until the receipt of the District-paid life insurance proceeds and then shall be promptly paid to the District. In any event, repayment shall be made within six (6) months of the date of the unit member's death. If a unit member, who is otherwise eligible for medical benefits upon retirement (as per [Article 20B.1-20B.7](#)) dies before retirement, his/her spouse may purchase medical benefits from the District at the prevailing group rate.
- b. **Other Employment Termination.** If employment is terminated by causes other than death, the unit member shall promptly repay the unearned portion of his/her salary to the District. The payroll office may withhold the unearned portion of such unit member's salary from any money which would otherwise be paid by the District to the unit member.
- c. **Load Residuals on Termination of Employment.**

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

If there is a positive load residual upon termination of employment it will be compensated to the unit member. If there is a negative load residual upon termination of employment, the unit member will reimburse the District. In each instance, for load accumulation prior to July 1, 2002, the remuneration will be computed at the current lecture pro-rata in [Section 21G](#) at the unit member's current step on the Full-Time Salary Schedule, up to Step 14. Unit members are required to sign an agreement authorizing the District to deduct money owed from their paychecks.

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

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

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

$$\text{Pay} = (\text{Lecture Unit Rating}) \times (\text{Hourly Lecture Rate}) \times 17.3$$

PLUS/OR

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

$$\text{Pay} = (\text{Weekly Laboratory Hours}) \times (\text{Hourly Laboratory Rate}) \times 17.3$$

- c. **Number of Payments.** Service paid by the course for courses of semester length duration shall be made in five equal installments each semester, with payments starting at the end of the first month of service. For service paid for courses of shorter duration than a semester the amount of payments and the number of payments will depend upon the length of the course and the start and end date. If services terminate for any reason, the amount to be paid will be based upon the actual number of hours served.
- d. **Coordinator or Alternate Duty Assignments.** Unit members performing coordinator or alternate duty assignments on an adjunct or overload basis may be paid by the assignment in a manner similar to pay by the course as described above, if the assignment is for a full semester and/or can be expressed in terms of CAH value. In such case,

Pay = (CAH value) × (CAH pay rate as defined in [Section 21G.2](#))
- e. **Reporting of Other Services.** Any service that is not paid by the course or assignment shall be reported on official service forms that document hours of service. (See Appendix: [Service Report: Part Time Faculty](#).)

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

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

Unit members performing eligible Part-time (Adjunct) and Overload service during the academic year shall be paid on a Schedule consisting of eight (8) steps and based upon a negotiated percentage of the pro-rata calculation of the appropriate full-time faculty salary Columns III, IV, and V, Steps 1-8.

For the 2006-07 academic year, the equivalent Hourly rates shall be determined as follows:

- a. Effective Lecture Hour Rate = 70% of Annual Salary ÷ 525
This rate shall be paid for “A” and “C” Hours.
- b. Effective Laboratory Hour Rate = 70% of Annual Salary ÷ 700
This rate shall be paid for “B” Hours.
- c. Effective Counseling/Librarian Hourly Rate = 95% of Annual Salary divided by 1050. This rate shall be paid for “D” and “E” Hours.
- d. Office Hour Rate = \$43.20 per hour.

For the 2007-08 academic year, the equivalent Hourly rates shall be determined as follows:

- a. Effective Lecture Hour Rate = 70% of Annual Salary ÷ 525
This rate shall be paid for “A” and “C” Hours.
- b. Effective Laboratory Hour Rate = 70% of Annual Salary ÷ 700
This rate shall be paid for “B” Hours.
- c. Effective Counseling/Librarian Hourly Rate = 92% of Annual Salary divided by 1050. This rate shall be paid for “D” and “E” Hours.

- d. Office Hour Rate = \$43.20 per hour.
- e. It is agreed that if the State's Part-Time Faculty allocation is increased such that the District receives annual funding beyond the current level the distribution of such monies shall be negotiated.
- f. Effective the beginning of Spring Semester 2008, an Integrated Learning Center (ILC) Hour will apply at Las Positas College (see Appendix: [MOU: ILC Hour](#) online only).

21G.2 Pay Rates for Adjunct/Overload Coordinator or Alternate Duty

- a. Effective Fall Semester 2007, compensation for coordinator or alternate duty or special assignment work (F-Hour Assignments) on an adjunct/hourly basis shall be as follows:
\$2,053 per CAH or \$46.92 per hour.
- b. Part-time (Adjunct) faculty performing approved incidental hourly work (e.g., program or professional development, attending meetings, etc.) shall be paid at \$46.92 per hour. (See Appendix: [Service Report Academic Non-Instruction.](#))

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

21H.1 Initial Step Credit

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

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

- a. Entering Part-time (Adjunct) faculty may be placed as high as step four (4) on the Schedule of Part-Time (Adjunct) Service Rates. Initial Step placement shall be effective for their initial term of service, whether it be Summer, Spring or Fall.
- b. Full-time teaching, counseling, library or special assignment experience in an accredited school or college including Temporary Leave Replacement work, shall be credited at the rate of one (1) step for each year of experience.
- c. Part-time teaching counseling, library or special assignment experience in an accredited school or college, including Summer Session work, and verified long-term substitute service (defined as over 50% of a course), shall be aggregated into full-time equivalent years.
- d. Credit for full-time work experience in an occupation directly related to the assignment shall be allowed at the rate of one (1) step for every two (2) years of experience. The applicant bears the burden of proving a nexus between his/her work experience and proposed assignment.
- e. Fractional years shall be carried through as the results from parts b through d above are added. The resulting sum will be truncated to the highest whole number, which will determine the step credit for entering faculty.
- f. Work experience other than that listed above, including experience as a teaching assistant, shall not be considered.

21H.2 Recalculation of Initial Step Placement

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

21H.3 Verification of Experience

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

- a. Within forty-five (45) days of Board approval of hire, the District Human Resources office shall send the negotiated form to new faculty member (See Appendix: [Experience: Verification For Full Time and Part Time Faculty](#).) (Note: Available online only; no hard copy in this printing.) The form shall include Sections 21H.1, 21H.2 above, and 21H.3, and stipulate the timeline for verification documents to be submitted in order for the initial placement to be effective. This includes retroactive placement for Fall, Spring, or Summer term of initial service.
- b. Letters for this purpose must be on official letterhead and signed by the appropriate authority of the verifying institution. Copies of employment contracts issued from the Human Resources Office(s) of local educational institutions may serve in lieu of narrative letters, as long as such documents contain detailed enough information from which service credit can be calculated. Additional requirements may apply, as agreed by the District and Faculty Association.
- c. Each letter must clearly state the term of the teaching employment or work experience. In addition, if this prior teaching experience was not full-time, the verification letters must evidence details as to the equivalent units taught for each semester or quarter.
- d. Step placement shall not occur until verifying documentation is received. If documentation received more than ninety (90) days after notification in accordance with part a, above, results in a change of initial placement, and the unit member is retained to work subsequent semesters, the resulting change shall be effected beginning with the unit member's next Semester and/or Summer or Inter-session assignment. Notwithstanding, errors in placement due to factors other than the unit member's failure to provide

necessary documentation shall not be subject to this timeline governing retroactivity.

- e. A newly hired Part-time (Adjunct) unit member who believes he or she has been improperly placed may appeal that placement via the Faculty Association.

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

21I.1 Normal Step Advancement

After initial placement on the Schedule of Part-Time (Adjunct) Service Rates is established, the next Step, and all subsequent Steps, shall be earned by aggregating at least nine (9) Faculty A Hours (CAH equivalents) of full-time teaching load at the current Step. This load will carry over from term to term (Fall Semester, Inter-session, Spring Semester, Summer Session) until nine (9) Faculty A Hours are achieved. Step advancement shall be effective the academic term (Fall, Inter-session, Spring or Summer) immediately following the academic term in which an aggregated total of nine (9) Faculty A Hours (CAH equivalents) is earned; any residual overage of load (or hours) above the aggregated nine (9) Faculty A Hour (CAH equivalents) shall not carry over to the next term. A unit member may advance a maximum of one (1) Step per year. For purposes of this Section only, a year is defined as a twelve month period comprised of the four academic terms. It is understood that the year shall begin at the term where the individual unit member is advanced a Step and shall continue for the four terms thereafter. It is understood that a unit member does not have to serve each term of the year to be advanced, and that the aggregated total of nine (9) Faculty A Hour (CAH equivalents) shall determine eligibility for advancement.

For counselors, librarians and special assignment faculty, all hours earned up until the last work day immediately preceding a new academic term will count for aggregating hours toward achieving Step advancement. Two hundred and eighty three and a half (283.5) counseling hours equals nine (9) Faculty A Hours (CAH equivalents). Three hundred forty one and a quarter (341.25) librarian and special assignment hours equals nine (9) Faculty A Hours (CAH equivalents).

For laboratory assignments equivalent to 75% of an A hour, 210 hours equals 9 CAH.

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

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

21I.3 Banked Units Not Eligible for Step Advancement

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

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

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

21K. Large Enrollment Classes

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

21L. Summer/Inter-Session Wage Rates

21L.1 Summer and Inter-session Rates for Regular and Contract Instructional Faculty

Contract and Regular unit members who have completed at least one (1) year of full-time service with the District, who render instructional service in the Summer Sessions and Inter-session, shall be compensated on the basis of the Summer Rates for Contract and Regular Faculty Salary Schedule. This Schedule shall have all the columns of the Full-Time Salary Schedule, and Contract and Regular unit members shall be placed at the Column/Step, up to Step 14, that coincides with the unit member's current placement on the Full-Time Salary Schedule. The methodology for computing hourly rates shall be as described in [Section 21G.1](#), including the same pro-rata percentage set forth for lecture and laboratory hours.

21L.2 Provision for Regular and Contract Non-Instructional Faculty

Provision for Regular and Contract Librarians, Counselors, Athletic Trainers, and the Director of Nursing and the Nursing Clinical Skills Laboratory Instructor who have at least one (1) year of full-time service. These unit members shall be paid for Summer Session service at the rate of ten percent (10%) of their annual wage, up to Step 14, for one (1) month's full-time service

consisting of twenty-one (21) working days of six and a half (6½) hours each. Hours in excess of, or less than, a full month's service shall be paid in accordance with the hourly rates specified in [Section 21G.1](#). (See Appendix: [Summer Assignment: Verification of Completion Director of Nursing](#).)

21L.3 Summer Session Office Hours

Summer Session Office Hours: Contract, Regular, Temporary and Part-time (Adjunct) unit members teaching Summer Session classes may elect to serve one (1) weekly office hour to be paid in accordance with [Section 21G.1d](#).

21L.4 Summer Rates for Adjunct and Temporary Unit Members, Including Contract Unit Members with Less Than One Full Year of Service

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

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ARTICLE 22. FACULTY SERVICE AREAS

22A. Structure of Faculty Service Areas (FSAs)

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

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

22A.1 Minimum Qualifications.

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

22A.2 Competency Standards.

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

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

Committee. (See Chabot-Las Positas Community College District Qualifications & Equivalencies for Employment); or

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

22B. Cross-Listed Courses

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

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

22C.1 Initial Procedure

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

22C.2 Verification of Qualifications

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

22D. Annual Application Process

22D.1 Application Schedule

(See Appendix: [FSA: Record Form](#))

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

22D.2 Information for Application

On implementation of this policy, Academic Senate, OAS, and OSS representatives will provide assistance to all divisions for the purpose of providing information to faculty members on the FSA application process.

22D.3 Assistance in Application

The Faculty Association and Academic Senate will, in consultation with management, design forms that lead each faculty person through the process of self-identifying appropriate FSAs.

22D.4 Submission of Application

Applications shall be submitted on forms approved by the OAS/OSS (see Appendix: [FSA: Record Form](#)).

22D.5 Application Deadline

All applications for a new or additional FSA must be submitted to and received by OAS or OSS on or before February 15 (Education Code 87743.3). A faculty applicant under this policy must be either a member of the bargaining unit when the application is made or an educational administrator with retreat rights, or a unit member on layoff status with rehire rights under the Education Code or the Collective Bargaining Agreement.

22D.6 Academic Credential Verifications

It will be the responsibility of OAS/OSS to verify academic credentials and claims for FSA eligibility. The OAS/OSS shall issue its decision on any application by March 15.

22D.7 Filing of Approved Applications

Approved FSA assignments will be forwarded to the applicant's Personnel File.

22D.8 Denial of Application

Failure of a unit member to have demonstrated competency in accordance with minimum qualifications and competency standards outlined in [Section 22A.2](#) above shall constitute a basis for denial of the unit member's application.

22D.9 Notice of Denial

Denials of FSA applications will be forwarded in writing to the unit member by March 15. The denial shall specify the deadline for filing an appeal with the District Equivalency Committee. The denial shall set forth the basis for its action with reasonable particularity (see Appendix: [FSA: Approval/Denial Form](#)).

22E. Appeal Process

22E.1 Appeal to District Equivalency Committee

A unit member who believes this policy has been applied in error may appeal to the District Equivalency Committee (DEC) citing the specifics of the perceived misapplications, misinterpretations and/or violations.

22E.2 Members of District Equivalency Committee

Membership of the DEC to resolve disputes shall include a representative appointed by the Faculty Association, a representative appointed by the Academic Senate of the applicant's college, and a representative of the OAS/OSS from the college of service.

22E.3 Role of the Faculty Association

Unit members may request assistance from the Faculty Association in challenging any FSA denial.

22E.4 Appeal Timeline

Any appeal must be filed with the District Equivalency Committee within seven (7) workdays after the decision of the OAS/OSS has been received by the unit member.

22E.5 Documentation

Applicants are responsible for providing needed documentation.

22E.6 Responsibility of District Equivalency Committee

DEC members shall review the terms of each appeal carefully to assure valid application of those provisions.

22E.7 Timeline for Decision

The DEC shall issue its decision within fourteen (14) calendar days after an appeal has been filed. The DEC shall specify the basis for its decision with reasonable particularity.

22E.8 Grievance

Final decisions by the DEC are subject to further appeal pursuant to the grievance procedure set forth in the Collective Bargaining Agreement (Education Code 87743.3) and within the provisions set forth below. There shall be no Level I step of the grievance procedure and the written grievance shall be filed at Level II within thirty-five (35) days after the decision is served by the DEC. The DEC shall cause its decision to be served personally or by certified mail, return receipt requested. Hereinafter, the grievance shall follow steps as outlined in Collective Bargaining Agreement.

ARTICLE 23. PAST PRACTICES

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

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ARTICLE 24. SAVINGS PROVISION

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

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ARTICLE 25. DURATION

The terms of this Agreement shall be effective upon the ratification/approval process which concludes with the signing of this Agreement, except as otherwise provided. This Agreement shall remain in full force and effect up to and including June 30, 2009.

Article 21 Salaries will be re-opened and compensation negotiated according to the provisions in [Article 21B](#).

This Agreement may be amended only by mutual consent of the District and Faculty Association, evidenced by written instruments signed by their authorized representatives.

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ARTICLE 26. ACADEMIC FREEDOM

26A. Essential Academic Freedom Rights

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

26A.1 Accreditation.

No work related to fulfilling the accreditation requirements of the institution shall impinge upon a unit member's individual Academic Freedom rights.

26B. Communications Media

The District provides various electronic media, including telephones and laptop and/or desktop computers for use by faculty. Faculty members are encouraged to use these media in their work to communicate with students, with each other and with the administration, and to improve their access to research and instructional tools. It is understood that the District may, through Shared Governance, enact policies to regulate use of such devices, including the development and maintenance of web sites that support, or otherwise pertain to, District services and instructional programs. It is not the purpose of this Agreement to dictate how such policies are enacted; however, insofar as such policies apply to members of this bargaining unit, the District and Faculty Association agree to the following:

26B.1 General Operating Parameters

- a. **Restrictions.** District email or computer services may not be used for unlawful activities, commercial purposes not under the auspices of the District, or for personal financial gain.
- b. **Intellectual Property.** Faculty intellectual property rights are contained in [Article 30](#).
- c. **Copyright observance.** Computer software that is protected by copyright is not to be copied from, into, or through the use District computers, except in the case of copies (e.g., backup copies) as permitted by law, or by the contract with the owner of the copyright.
- d. **Personal use.** Unit members may use District telephones, email, and other electronic resources for incidental personal purposes provided that, in addition to following the provisions herein, such use does not directly interfere with the normal performance of duties, or with the normal operation of District facilities.
- e. **Privacy.** District shall afford privacy protections in email and computer use that are comparable to those traditionally observed for paper mail as well as in-person and telephone communications. Except as noted in [Section 26B.3](#)

below, the District shall not inspect, monitor, or disclose email or other computer files without the holder's consent.

- (1) Notwithstanding, users should be advised that electronic communications may be less private than they anticipate. The District cannot routinely protect users confidentiality in some situations.
- (2) Some email or computer use, when created or stored on District equipment, may constitute a District record subject to disclosure under the California Public Records Act or other laws, or as a result of litigation. Users of District computer resources should be aware that such situations or laws may not permit the confidentiality of email in some circumstances. For example, an Academic Senate may be considered a "governmental body," and as such certain documents created by a senator may be subject to disclosure under the California Public Records Act, and that might include information included within or attached to email.

26B.2 Academic Freedom With Regard to Communications

The District cannot and does not wish to be the arbiter of contents of documents in any physical or electronic media; nor shall the District protect users from receiving transmitted or physically conveyed language or images which they may find offensive or objectionable in nature or content, regardless of whether such documents originated within the District, or without. Unit members are strongly encouraged to use the same personal and professional courtesies and considerations in such communications as they would with regards to face-to-face conversation.

- a. **Implications of Academic Freedom and the Internet.** The following affirmations of Academic Freedom rights are suggested by the ever increasing use of web sites and the Internet in the professional activities of unit members. It is understood that Academic Freedom rights apply in many ways that are not exemplified herein:
 - (1) **Presentation of Web Sites.** In principle, District policy, including regulation of web-site performance parameters such as appearance, organization, and navigability, should not infringe upon a unit member's professional judgment and Academic Freedom rights as he or she seeks to develop and/or update web pages that deliver course or program-specific content in a manner that most efficaciously satisfies the needs of the course or program.
 - (2) **Controversial Content.** The District and faculty recognize that the Internet offers exceptional access to a wide range of materials, and that some of these materials may be offensive, controversial, even obscene or pornographic. Further, it is understood that access to such materials may be related to a legitimate pedagogical inquiry or course of instruction. The District and the faculty should employ common sense in accessing any such materials, and satisfy themselves that access is appropriate for the situation. Unit members are encouraged to use a

disclaimer such as, “For illustrative academic purposes only” where appropriate.

(3) **Web Material Housed Outside of District Facilities.** Pursuant to the principles of Academic Freedom, unit members should retain the right to utilize web-based materials that are housed off-site, that students, colleagues and others may access as they progress through, or seek information pertaining to, the unit member’s course or program. Web sites that fall under this provision are not subject to regulation or other standards imposed by the colleges or District, except for those listed in Section 26B.2b below.

b. **Restrictions.** Unit members should not intentionally incorporate the following into materials that support District services and instructional programs:

- (1) copyrighted or licensed materials for which the necessary permissions for use have not been obtained;
- (2) material for commercial gain unrelated to the college or District;
- (3) material or speech that is unlawful or illegal, unless it carries the disclaimer, “For illustrative academic purposes only”;
- (4) material that is intended to damage, to interfere with, or place an excessive load on a computer system or network.

c. **Appearance of Representing the District.** In principle, unit members should not deliberately represent their statements or opinions as being those of the District, or otherwise imply that they are speaking on behalf of the District, unless appropriately authorized (explicitly or implicitly) to do so. Where appropriate, an explicit disclaimer should be included, unless it is clear from context that the user is not representing the District. An appropriate disclaimer is, “These statements are my own, and not those of the Chabot-Las Positas Community College District.”

26B.3 District Access Without Consent

a. **Definition of Circumstance.** The District shall only permit the inspection, monitoring or disclosure of email or computer usage without the consent of the holder of such email or user of such equipment (1) when required by and consistent with the law; (2) when there is a substantiated reason to believe that violations of law or provisions herein have taken place and the holder or user is the subject of suspicion; or (3) under time-dependent emergency circumstances or critical compelling circumstances.

b. **Substantiated reason** means that reliable evidence indicates the probability that violation of law or provisions herein has occurred, as distinguished from rumor, gossip, speculation or other unreliable evidence.

c. **Time-dependent, emergency circumstances** means where time is of the essence and where there is a high probability that delaying action would almost certainly result in critical compelling circumstances.

- d. **Critical compelling circumstances** means that a failure to act may result in significant bodily harm, significant property damage or loss, loss of significant evidence of the violation of law or provisions herein, significant liability to the District or District employees or students.
- e. **Authorization and Notification.** Except in emergency circumstances as defined above, such actions as described above must be authorized in advance and in writing by the responsible District official, which shall be the Chancellor or a College President. This authority shall not be further delegated. The District shall make a full and complete written record of the rationale for such access, which shall be provided to the affected unit member and to the Faculty Association within two work days of obtaining access.
- f. **Limitation on Scope.** Authorization shall be limited to the least perusal of contents and the least action necessary to resolve the situation. All inspection and/or monitoring pursuant to this Section is limited to the specific computer hardware which the District has a substantiated reason to believe were used in the violations as alleged and described in the written authorization. All inspection and/or monitoring shall be limited to the investigation of the violations as alleged and described.
- g. **Timeline.** Monitoring shall be limited to the least amount of time necessary to resolve the situation.
- h. **Routine Maintenance Disclaimer.** Users should be aware that during the performance of their duties, Information Technology Services personnel occasionally need to observe certain transactional addressing information to ensure proper functioning of the District's computer services, including email. Except as provided in this Section, they are not permitted to intentionally read the contents of email or other electronically transmitted documents, or to read transactional information where not germane to the foregoing purpose, or to disclose or otherwise use what they have seen.

26D. Academic Freedom Statement.

(See Appendix: [Academic Freedom: Statement](#))

ARTICLE 27. DISCIPLINE

27A. Dismissal.

Unit members shall be subject to discipline in the form of dismissal from employment, pursuant to provisions of the California Education Code. Dismissal under this Section A shall not be grievable under [Article 7](#), Grievance Procedures, of this Agreement.

27B. Discipline Other Than Dismissal.

Except for discipline in the form of dismissal and suspension for any of the reasons stated above, all other forms of discipline shall be governed by this Section 27B.

27B.1 Progressive Discipline.

The District shall implement progressive discipline for those matters set forth in this Section 27B. The District may consider any mitigating circumstances when deciding on appropriate discipline. In some cases progressive discipline may not be warranted due to the serious nature of the employee infraction (including but not limited to examples such as gross insubordination, theft, etc.).

27B.2 Causes for the discipline under this Section 27B.

Just cause is required for discipline under this Section 27B. Causes for the discipline under this Section 27B include but are not limited to:

- a. Violation of any provision of this Agreement by a unit member; and
- b. Any of the causes for discipline set forth in California Education Code Section 87732.

27B.3 Provisions of Grievance Procedure

The provisions of [Article 7](#), Grievance Procedure, shall apply to both disciplinary documents which are placed in the unit member's Personnel File and to discipline in the form of suspension without pay.

27B.4 Ninety (90) Day Notice

The ninety (90) day notice period and any other procedural requirements for discipline under the Education Code, shall not be applicable to discipline under this Section 27B.

27C. Contract Unit Members.

Nothing in this Article shall be construed to in any way limit or otherwise inhibit the District from exercising its authority to deny renewal of a Contract unit member's contract, or to refrain from granting tenure to a Contract unit member under applicable provisions of the California Education Code.

27D. Representation Notice.

If there is a reasonable expectation that a meeting between management and faculty may lead to discipline, management shall notify the faculty person in advance of this potential eventuality. The faculty person so notified shall have the right to bring the appropriate college Faculty Association Grievance Officer or his/her designee to the meeting. In addition, a unit member may act independently to bring the appropriate Faculty Association Grievance Officer or his/her designee to the meeting.

ARTICLE 28. EFFECTS OF CONTROLLED SUBSTANCE ABUSE

28A. Utilization of Employee Assistance Program (EAP)

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

28A.1 Privacy Rights

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

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

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

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

28A.3 Effect of Disclosure of EAP Contact to District

If the unit member's EAP contact is disclosed to the District, then:

- a. The District shall not discipline the unit member for said treatment;
- b. The unit member shall be held harmless by the District with respect to job security. The unit member may be placed in an accommodated position if necessary;
- c. The unit member shall receive necessary ADA accommodations to class schedule in order to attend medically prescribed treatment;
- d. The unit member shall be allowed to use available paid and unpaid Leave time, including Disability Leave, for extended medical treatment when necessary;
- e. The unit member shall not be barred from promotion or the granting of leaves or other reasonable job benefits because of this treatment; and

- f. The unit member's health insurance provider will not be notified of said treatment by the District.

28A.4 District Discipline Rights and Limits

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

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

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

28B.1 Privacy Rights

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

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

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

28B.2 Notice of Test

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

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

28B.3 Identification of Driver

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

- a. If the unit member/driver refuses to sign the test form or fails to provide an adequate amount of breath for the alcohol test without a reasonably valid medical reason, the District may determine the circumstances to be a refusal to test.

- b. If the unit member/driver fails to provide an adequate amount of breath for the alcohol test, and the unit member/driver claims a medical reason for the inadequacy, the unit member/driver shall provide the District with an evaluation from a licensed physician, who is acceptable to the District, concerning the unit member/driver's ability to provide adequate breath.
 - (1) If the physician determines there is a valid medical reason precluding the unit member/driver from providing adequate breath for alcohol testing, then the unit member/driver's failure to provide the adequate breath for alcohol testing shall not be deemed a refusal to test.
 - (2) If the physician is unable to determine a valid medical reason for the unit member/driver to have inadequate breath for alcohol testing, then the unit member/driver's failure to provide adequate breath for alcohol testing shall be considered to be a refusal to test.
- c. If a unit member/driver refuses to take the test without giving a valid medical excuse from a physician, the District shall view this refusal as a positive test result.

28B.4 Right to Test Results

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

- a. Pursuant to 49 Code of Federal Regulations, Section 405(b), the unit member/driver is entitled, upon written request, to obtain copies of any records pertaining to the unit member/driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance tests. The District shall promptly provide these records to the unit member/driver. Access of the records shall not be contingent upon payment of a fee.
- b. The unit member/driver shall have the opportunity to verify the results of the test to make sure the result printed by the testing unit matches the result displayed visually.

28B.5 Impact of Positive Test Results

If the results of the test are positive, the following shall apply:

- a. The unit member/driver shall have the right to have the body fluid sample retested at a reputable control laboratory to ascertain the possibility of a false positive. The District shall pay for one such retesting;
- b. The unit member/driver shall receive all appropriate due process notices and procedures for any potential disciplinary action which arises from this finding. This due process notice shall include, but not be limited to, a hearing to adjudicate the issues. The hearing shall be attended by a representative of the Faculty Association as well as appropriate members of management;
- c. The unit member/driver shall be held harmless by the District with regard to job security. The unit member/driver may be placed in an accommodated

position which does not require the unit member/driver to drive a District vehicle;

- d. The unit member/driver shall receive class schedule accommodations in order to attend medically prescribed drug or alcohol abuse treatment when such treatment can only be obtained during the unit member's scheduled work day;
- e. The unit member/driver shall be allowed to use paid and unpaid Leave time, including Disability Leave, for extended medical treatment when necessary;
- f. The unit member/driver shall not be barred from promotion or the granting of Leaves or other reasonable job benefits because of these test results; and
- g. The unit member/driver's health insurance provider shall not be notified of the test results by the District.

ARTICLE 29. ENROLLMENT MANAGEMENT

29A. Productivity Assessment

(See Appendix: [Productivity: Application Form](#))

There will be a District Enrollment Management Committee (DEMC), described in [Section 29C](#). The District and the Faculty Association agree to enter into development of a common understanding of the issues, methods and data to be examined in the assessment of organizational productivity. The DEMC shall also develop a common understanding of the issues, methods, and data to be utilized in order to set appropriate WSCH/FTEF targets for the colleges.

The DEMC shall annually receive \$20,000 to be divided between the two CEMCs to be used to support cost-effective (defined in Section 29B below) productivity improvement activities.

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

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

29B. Basic Principles.

The District and the Faculty Association agree that the following principles shall be the basis for productivity assessments in the District.

29B.1 Academic Quality

Improvements in the District's economic productivity must not be achieved at the cost of each college's academic quality.

29B.2 Productivity Achievement

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

29B.3 Data Input

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

29B.4 *Productive Economic Impact*

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

29B.5 *Impact on Students*

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

29C. *District Enrollment Management Committee (DEMC).*

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

29D. *Establishing District/College WSCH/FTEF Goals.*

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

29E. *College Enrollment Management Committee (CEMC).*

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

29E.1 *Establishing Discipline Performance Productivity Goals.*

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

29E.2 Factors Determining WSCH/FTEF Goals

Contractually agreed upon factors such as room availability, teaching methodology, class size, State imposed professional standards, etc., will be taken into account when determining college WSCH/FTEF goals. The CEMC shall consult each discipline prior to recommending the discipline's goals. The CEMC shall provide the discipline with all the necessary resources (i.e., enrollment data, SWOXEN reports, analysis of enrollment trends, comparison of WSCH/FTEF at other community colleges in the Bay Ten, etc.) to formulate the discipline's goals.

29E.3 WSCH/FTEF Goal Adjustments

Adjustments in the goals shall be made by the CEMC in cases where the Committee used insufficient and/or erroneous data. In the event that the CEMC is unable to recommend discipline WSCH/FTEF goals, the Vice President shall set the discipline's goals.

29E.4 Discipline Plan.

Each discipline, or grouping of disciplines, will work with the Dean and the CEMC to develop a plan for achieving their recommended WSCH/FTEF goal to be submitted to the responsible Vice President. The discipline, or grouping of disciplines, can exceed or go below contractual or past practice class size maximums or class size minimums, as long as their Division Plan achieves their WSCH/FTEF goal and serves student needs and enrollment patterns. This plan must be submitted in time to facilitate timely scheduling. There will be an opportunity for a minority opinion to be stated and attached to each plan. The College President will ultimately approve or impose a plan in time for scheduling. A discipline may consult with the CEMC at any time in this process.

29E.5 Evaluation.

Each discipline's success in achieving its WSCH/FTEF goals will be evaluated by the responsible Vice President as soon as appropriate enrollment and census data are available. If the discipline fails to meet its WSCH/FTEF goals, a subcommittee appointed by the CEMC will convene and will work with the discipline to develop a revised plan for achieving the discipline's WSCH/FTEF goals. The discipline may consult with the CEMC at any time in this process.

29E.6 Review of Discipline Plan

The appropriate Dean will then review the new plan. If the Dean does not believe the plan is workable or will cause an adverse impact on students, the Dean in consultation with the responsible Vice President may revise the plan. In such cases, the Dean will inform the faculty and the CEMC why the plan is being revised and will propose alternatives. The Dean and the discipline will make a concerted effort to write a plan that is approved by the Dean. The Dean will ultimately approve or impose a plan in consultation with the responsible Vice President to meet the schedule deadline.

29E.7 *Counseling Division Discipline Plan*

The Counseling Division at each college, including the Dean and faculty members, shall create the Counseling Division's annual Discipline Plan. This document will include qualitative and quantitative measurements of activities, timelines, accountability strategies, and student contacts per hour. The Counseling Division shall submit their plan at the same time as the Instructional Discipline Plans in accordance with CEMC guidelines.

29E.8 *Revisions and Upgrades*

The District and the Faculty Association agree that each year of this Agreement the CEMCs will recommend revisions and upgrades for this Article to the DEMC. After proper consideration, the DEMC will formally adopt certain of these recommendations and enter them into the Agreement as a Side Letter.

ARTICLE 30. INTELLECTUAL PROPERTY

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

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

30A. Definitions

30A.1 Materials

Materials include, but are not limited to, those listed below:

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

30A.2 Definition of “Primarily Relied on”

In this regulation, the term “primarily relied on” shall mean the following:

If the copyrightable or patented material is prepared because the District supplies extra or special support directly for that purpose, the product is considered substantially supported by the District and there is additional

resource cost to the District. “Extra” or special District support includes those support costs which would not have been incurred by the District in the absence of the development of the project. For example, concurrent use of District facilities generally does not generate additional out-of-pocket costs to the District. However, if extra or special District support is provided, the District will specify that extra or special support in writing and will normally retain copyright.

30B. Ownership

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

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

30B.1 Ownership Rights of Faculty

- a. Ownership of copyrights or patents, including royalties derived from materials, developed by unit members outside their normal teaching, scholarly, or employment activities shall belong exclusively to the unit member whether these materials are related to the unit member’s employer or not.
- b. Ownership of copyrights or patents, including royalties derived from materials, developed by unit members during their normal teaching, scholarly, or employment activities when unit members have not primarily relied on District facilities, equipment or support services, shall belong exclusively to the unit member(s) who developed the materials.
- c. Ownership of copyrights or patents, including royalties derived from materials developed by unit members during their normal teaching, scholarly, Sabbatical, Workload Banked Leave or other employment activities when the unit members primarily relied on District facilities, equipment, or support services, shall belong exclusively to the unit member subject to the following conditions:
 - (1) The District retains the right to recover its developmental costs associated with the creation of the materials when the unit member has primarily relied on District resources to create the materials. The Vice President(s) or designee, and the unit member who developed the material shall determine the District’s developmental costs, which will be based on the unit member’s primary reliance on and/or use of the District’s facilities, equipment, or support services. Together they shall also determine the methods by which the developmental costs shall be recovered.
 - (2) In the case of a disagreement, a panel of three persons, consisting of a representative selected by the Vice President(s), a representative selected by the unit member who developed the materials, and a third member, mutually agreed upon by the other two, shall meet to resolve the issue.

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

- (a) Grievance Procedure in [Article 7](#) of this Agreement.

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

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

A unit member who perceives to be aggrieved by an alleged violation of this Article shall be entitled to pursue the matter in a court of competent jurisdiction, without resorting to the grievance or arbitration provisions of this Agreement, provided he or she notifies the Faculty Association. If a unit member elects to seek such judicial relief, the Association shall have no jurisdiction over the case and no duty of fair representation with respect to said action. A unit member electing such judicial remedies, by such election, waives his or her right to pursue a grievance over the matter which is the subject of said legal action. Any decision, settlement, or resolution resulting from said suit shall not be considered precedent for interpreting any provision of this Agreement.

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

30B.2 Ownership Rights of the District

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

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

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ARTICLE 31. RETRAINING LEAVE

31A. Retraining Leave

31A.1 Request for Retraining Leave

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

31A.2 Eligibility

Unit members must have been employed by the District as a Regular unit member for at least four (4) years prior to application for Retraining Leave. Exceptions to this timeline will be granted by the Chancellor or designee. The purpose of such Leave is to enhance the effectiveness of unit member's on-the-job performance and to broaden the unit member's individual scope of Faculty Service Areas in the event of a reduction in force. It is understood that Retraining Leave shall not be exclusively confined to a reduction in force but shall be available to Regular unit members who must maintain repeated currency in a discipline in order to meet the minimum qualifications to teach in that discipline.

31A.3 Requirements

Unit members receiving such Retraining Leave shall be required to enroll in an accredited college or university, or some other approved program acceptable to the District, which will qualify the individual to meet the minimum qualifications and competencies necessary to provide service in the area in which he or she is preparing to work.

31A.4 Application

Application for Retraining Leave shall be on negotiated forms and must be reviewed by the Division Dean and appropriate Vice-President and filed with the appropriate College President by October 1 for Spring Semester leave and by April 1 for Fall Semester leave. (See Appendix: [Retraining Leave: Request Form](#).) Evidence of application for a plan of study and/or training must be submitted with the application. The application must state clearly the reason why the unit member needs to be granted the Retraining Leave according to the criteria for acceptance of the Leave. The Chancellor shall have the final authority in distributing a Retraining Leave, but it is understood that a Retraining Leave shall be offered a unit member facing an immediate reduction in force if funding permits.

31A.5 *Criteria for Acceptance of Retraining Leave Application*

- a. Unit members who have been evaluated as in need of skills and/or knowledge upgrading, or
- b. Unit members for whom retraining is in the best interest of the District and the unit member, and
- c. Unit members who can achieve the retraining objectives in four or fewer consecutive semesters.

31A.6 *Criteria for Granting Leave*

To receive the Leave, unit members must be accepted in an education/retraining program which will allow them to achieve the retraining objectives. Before the Retraining Leave begins, evidence of such acceptance shall be submitted to the appropriate College President.

31A.7 *Salary*

- a. Retraining Leave pay shall be based on one hundred percent (100%) of the approved Leave portion of the unit member's regular contract. It is understood that this salary shall be paid from Sabbatical Leave monies according to the terms set forth in [Article 12A.2](#). Overload will be permitted based upon programmatic needs determined by the College President.
- b. While on Retraining Leave, the salary the unit member would have received if he/she had been in regular service shall be the basis for computing his/her compensation. Salary for Retraining Leave shall be paid in the same manner as that paid during regular service.
- c. Retraining Leave shall count for full salary increments and health and welfare, sick leave, and retirement benefits. Credits earned while on Retraining Leave shall count toward advancement on the Salary Schedule upon receipt of official verification from an accredited institution or approved training program.
- d. Retraining Leave shall not fund the cost of the unit member's retraining educational expenses (i.e. course tuition, books, etc.).

31A.8 *Service Obligation*

Recipients shall contract to serve the District for a period of equal to twice the length of the Leave after completion of a Retraining Leave. In the event of failure to render such a period of service after return from Retraining Leave, the grantee shall indemnify the District against the loss by executing a contract with the District binding the unit member to return the Retraining Leave cost by a lump sum repayment. The repayment option shall be at the District's discretion. (See Appendix: [Retraining Leave: Contract Form](#).)

31A.9 *Illness, Injury, Death of the Unit Member*

In the case of physician documented illness or injury of the unit member while on Retraining Leave which prevents his/her completing the purpose of the

Leave, the Leave will be terminated and all provisions for Sick Leave shall apply. If death prevents the member from fulfilling his/her agreement to return to service in the District, no repayment of salary shall be required of his/her estate. Upon return to service and prior to completion of obligatory years of service, if illness or injury qualifying for disability retirement occurs, the unit member shall be exempt from further obligation relative to his/her Leave.

31A.10 Number of Retraining Leaves

The District will provide an aggregate total of one (1) FTEF Retraining Leave per academic year according to the provisions of the Sabbatical Leave [Article 12.A.2](#). It is understood that some individual Leaves may be provided for fractions of a full academic year's FTEF but that the total of all Retraining Leaves shall be one (1) FTEF per academic year from the Sabbatical Leave Fund during this Contract period. Upon return to service following completion of a Retraining Leave, the District shall make every effort to assign the unit member to his or her new area of expertise.

31A.11 Retraining Leave Report

The unit member who received provided a Retraining Leave of any type or amount shall submit a follow up Report to the appropriate College President within 60 calendar days from returning to the District after completing the Retraining Leave. After reviewing the Report of the unit member, the College President shall forward the Report to the Chancellor for Board of Trustee approval. Approval shall be granted or denied solely on the unit member's completion or failure to complete the objectives of the Leave as stated on the Application. Denial shall be in writing and shall include the reasons for denial. Should the Board of Trustees find upon review of the unit member's Report that the Report was not submitted within the required time period, or in the form and content prescribed, or that the purposes for which the Leave had been granted had not been reasonably carried out, the Board of Trustees reserves the right, following consultation with the Chancellor, to take such action as may be necessary to recover the monies paid the unit member on Leave. The Sabbatical Leave fund shall be credited with any such amount so recovered. (See Appendix: [Retraining Leave: Report Form](#).)

31A.12 Grievance

Grievances pertaining to this Section shall be limited to procedural violations.

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ARTICLE 32. STAFF DEVELOPMENT

32A. Staff Development

The Campus Staff Development Committees shall determine the authorized uses of Staff Development funds according to their internal decision making processes.

32A.1 *Campus Staff Development Committees (CSDC)*

It is understood that each college shall have its own structure for establishing the CSDC. It is further understood that the Faculty Association shall appoint no more than two (2) members per each College Committee, including a member appointee(s) who shall be a member of the College Enrollment Management Committee.

32A.2 *Release Time for Faculty CSDC*

Release time shall be granted to the CSDC members according to the discretion of each College.

32A.3 *Flextime Responsibilities of the CSDC*

The CSDC on each campus shall create their campus Flextime program for mandatory and non-mandatory Flex periods. Working with the appropriate College President, the CSDC shall review their unit member proposals and recommendations for Flextime presentations.

32B. Flex Day Obligations

Flex Day obligations shall be six (6) hours per day for a full-time Contract, Regular, or Temporary unit member. This shall apply to Mandatory and Variable Flex Days.

32B.1 *Obligation of Part-Time (Adjunct) Faculty*

If a Part-time (Adjunct) unit member has a class cancelled during a scheduled Mandatory Flex Day, then the Part Time (Adjunct) unit member shall be obligated to attend the same portion of the Mandatory Flex Day as the length of the cancelled class. (For example, if the cancelled class was one hour, then the Part-time (Adjunct) unit member shall be required to attend one hour of the Mandatory Flex Day activities.)

32B.2 *Obligation of Contract, Regular, and Temporary Faculty with Overload Assignment*

If a Contract, Regular, or Temporary unit member has an overload assignment for extra pay on a scheduled Mandatory Flex Day and starting after the end of the Mandatory Flex Day obligation, then that unit member shall not be excused from part of the Mandatory Flex Day obligation.

32B.3 Flex Obligation When Load Requirement at End of Flex Day

If a Contract, Regular, or Temporary unit member has a Contract obligation for load on a Mandatory Flex Day that starts after the end of the Mandatory Flex Day obligation, that unit member shall be excused from the entire Mandatory Flex activity but shall meet his/her scheduled evening load and office hour obligation. If load is split between day and night the unit member shall attend (3) three hours of Mandatory Flex obligation as well as his/her scheduled evening load and office hour obligation.

32B.4 Attendance Requirement

Mandatory Flex Day attendance shall be accounted for by Division Deans keeping a record of unit members in their division who are in attendance at the Mandatory Flex Day activities.

32B.5 Required Orientation Days Exception

First year Contract faculty shall not count the two days of required orientation in [Article 8C.2](#) as Variable Flex activities.

32C. Compensation for Flex Day Activities

32C.1 Contract, Regular, and Temporary Faculty

Contract, Regular, and Temporary unit members who attend a Mandatory Flex Day activity or a Variable Flex Activity in lieu of their regular Contract duties shall not be compensated extra for their Flex obligations.

32C.2 Part-Time (Adjunct) Faculty

Part-time (Adjunct) unit members who participate in Mandatory Flex Day activities in lieu of their Contract obligations shall not be compensated for their Flex obligations. If a Part-time (Adjunct) unit member attends a Flex activity for which his/her participation has been approved for compensation by management and which is in excess of his/her Contract obligations, then that unit member shall be paid hourly according to "F-Hour" Rate Schedule (see [Article 21G.2](#)).

32C.3 Presenter Compensation

See Appendix: [Flex Day: Compensation Form](#)

Unit members presenting workshops that can be used by others to fulfill Flex requirements shall be compensated in time for preparation time in addition to the hours completed by attending the workshop. The presenter's preparation hours shall be listed on the appropriate negotiated form. A presenter may not receive Variable Flex credit for the preparation/presentation of work that is being otherwise compensated or for which reassigned time is provided. For every hour of presenting there shall be a two-to-one Flex credit to apply to that fiscal year Flex obligation.

32D. Failure to Complete Flex Time Obligations

Every six hour block of time that is fully accounted for on a Contract, Regular, or Temporary unit member's individual Report Form shall count toward the completion of one working (Flex) day. For every six hour block of time that is not fully accounted for by May 20 of every academic year, there shall be one sick day deducted for that unit member for the appropriate academic year.

32D.1 Factual Accounting for Proportional Attendance

If the unit member accounts for part of the six-hour block of time but less than the whole block, then a proportional fraction shall be deducted from the unit member's Sick Leave (for example, if a unit member accounts for 3 hours of Flex activity, then 0.5 sick days shall be deducted for that unit member.)

32D.2 Part-Time (Adjunct) Faculty

Part-time (Adjunct) unit members who miss required hour(s) of Flex activities shall have a one hour-for-one hour reduction in their Part-time (Adjunct) Sick Leave.

32E. Conference and Honorary Leave (Contract/Regular/Temporary Faculty)

A unit member shall have the opportunity for up to five (5) days of Conference or Honorary Leave per academic year without loss of salary or benefits.

32E.1 Conference Leave Definition

A Conference Leave is an employment-related conference, institute, workshop, or institute/workshop wherein a unit member will be a recipient of research, artistic production or publications, sponsored by a professional organization, that are pertinent to their professional work assignment. This language is not intended to include courses taken by a unit member to obtain an advanced degree, or to further his/her placement on the Salary Schedule, or District sponsored courses or workshops.

32E.2 Honorary Leave Definition

An Honorary Leave is an employment-related conference, institute, workshop, or institute/workshop wherein a unit member delivers a paper or speaks on his/her research, artistic production or publication, sponsored by a professional organization.

32E.3 Conference and Honorary Leave Applications

(See Appendix: [Conference Leave: Request Form](#) and [Conference Leave: Out of State Request Form](#))

Applicants shall submit requests for Conference and Honorary Leaves to the CSDC on the required negotiated form at least forty-five (45) calendar days in advance. Exceptions to the forty-five (45) calendar day advance application will require a written request for waiver to be submitted to the College President.

Any funds remaining in the CSDC travel budget, after all approved travel taken during the fiscal year has been reimbursed by the end of the academic year, shall be carried forward to the next fiscal year.

32E.4 Conference and Honorary Leave Report

The unit member provided Conference and/or Honorary Leave shall submit a follow-up Report of said Conference or Honorary Leave to the District representative designated at each College. The unit member shall also submit the Form for Reimbursement of Conference Expenses to said representative (see Appendix: [Conference Expense Claim Form](#)).

ARTICLE 33. POST-RETIREMENT EMPLOYMENT AND EMERITUS PRIVILEGES

33A. Privileges

Unit members who retire after July 1, 2006 with Emeritus status granted by the Board of Trustees are entitled to certain privileges, as follows:

33A.1 Library

Unlimited library privileges upon request to the College President's Office.

33A.2 Parking

Free parking privileges upon request to the College President's Office.

33B. Opportunity for Part-Time (Adjunct) Employment

Any unit member who has retired with Emeritus Status may be employed as a Part-time (Adjunct) faculty member at the District's discretion. Retirees will be subject to the evaluation process outlined in [Article 18I](#) Part-Time (Adjunct) Unit Members.

33B.1 Impact of Employment on Retirement Compensation

It shall be the sole responsibility of each retired unit member employed under this Article to consult with the appropriate retirement system to determine the effect such employment will have, if any, on his or her retirement benefits.

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ARTICLE 34. REDUCTION IN FORCE

34A. Notification

The District shall notify the Faculty Association before implementing any reduction in force. "Reduction in force" means termination or reduction of the employment of any Contract or Regular unit member because of a reduction or discontinuation of a particular kind of service or a decline in Average Daily Attendance pursuant to Education Code Sections 87743, 87744, 87745, and 87746.

34B. Notice to Faculty Association

On or before February 1, the District shall provide the Faculty Association with the economic data, which includes enrollment related cost-revenue analysis supporting why the District believes a reduction in force is necessary.

1. In addition, on or before February 1, the District shall provide the Faculty Association with a list of potentially affected programs based on then-available information. This provision shall not be grievable nor shall it invalidate the reduction in force.

34C. Reassignment Provisions

Before the initiation of any reduction in force proceedings, the District shall assign unit members who would otherwise be subject to layoff to any of the following if, in the judgment of the District, any of them are available:

1. Reassignment under provisions of [Article 22](#);
2. Transfer under provisions of [Article 13](#);
3. Multi-campus assignments;
4. Saturday assignments as part of the regular work week;
5. Day/evening assignments;
6. Evening assignments; or
7. Other duties beneficial to the District as determined by the District.

In addition, to avoid layoffs the District may, in consultation with the Faculty Association, offer reductions in contracts to any unit members who are willing to agree to such reductions.

34D. Notice to Affected Faculty

Unit members subject to layoff in the event of a reduction in force shall be notified of such pursuant to the Education Code, and will be terminated in the inverse order in which they were employed as determined by the District according to applicable law.

34E. Faculty Reassignment

1. Procedures

In the event of reduction in force proceedings, the District shall reassign Regular unit members in such a manner that they shall be retained to render service in any Faculty Service Area in which the unit member is both qualified and competent based on records maintained by the District pursuant to Education Code section 87743.4. In order to be retained to render service in a Faculty Service Area during a reduction in force, the unit member shall both:

- a. meet state minimum qualifications or possess a valid credential in the appropriate discipline; and
- b. be competent in the applicable Faculty Service Area.

2. Competency

- a. For the purposes of establishing ‘competence’ in a Faculty Service Area, “competent” shall have the meaning defined by the Education Code, Title V, and the California Community Colleges Chancellor’s Office and shall meet the definition as described in Section 34E.2c below.
- b. Furthermore, no Regular unit member shall be terminated while any Contract unit member or any other unit member with less seniority is retained to render a service for which that Regular unit member is both qualified in the appropriate discipline and competent in the applicable Faculty Service Area.
- c. A unit member shall be considered to be competent to serve in a Faculty Service Area if he or she meets the competency standards stated in [Article 22A.2](#) of this Agreement.

34F. Notice of Termination

The District shall furnish to the Faculty Association copies of all notifications of termination because of a reduction in force.

34G. Grievance or Hearing

A unit member who has been notified that his or her employment may be reduced or terminated because of a reduction in force may either:

1. Initiate the grievance procedure under provisions of [Article 7](#) if the unit member believes that the District has violated, misapplied, or misinterpreted the specific provisions of this Article (in which case the grievance shall be the exclusive means of reviewing the reduction or termination of employment); or
2. Request a hearing under Education Code Section 87740 (in which case the hearing shall be the exclusive means of reviewing the reduction or termination of employment).

If the unit member elects to file a grievance, the decision that results from that grievance shall be final and the unit member may not request a hearing under Education Code Section 87740. If the unit member elects instead to request a hearing under Education

Code Section 87740, the decision that results from that hearing shall be final (unless appealed to the Superior Court), and the unit member may not allege a violation, misapplication, or misinterpretation of this Article by filing a grievance under Article 7 of this Agreement.

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ARTICLE 35. NON-DISCRIMINATION

35A. Philosophy

The District shall not discriminate against any unit member on the basis of race, color, ethnic group identification, national origin, religion, gender, age, marital status, handicapped conditions, medical conditions, sexual orientation, political views, or veteran status.

35B. Anti-Discrimination/Sexual Harassment Training

The District and the Faculty Association shall endeavor to increase training and awareness with respect to issues of discrimination and sexual harassment in the District.

35C. Protections and Processing of Complaints

Unit members are protected, and complaints processed, in accordance with State and Federal law. Unit members alleging discrimination will notify the District Director of Human Resources in writing. Upon receipt of the complaint the Director of Human Resources will identify a process to investigate the complaint. The process will be shared with the filing unit member and the President of the Faculty Association within fifteen (15) working days after receipt. The Faculty Association may assign a participating observer to assist the affected unit member. It is understood that a violation of this Article is not subject to the grievance procedures of Article 7, but instead shall be processed in accordance with State and Federal law. It is recognized that a unit member can also file a complaint independently with the EEOC and DFEH.

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