

# **AGREEMENT**

Between

**Chabot-Las Positas  
Community College District**

and

**Chabot-Las Positas Faculty  
Association**

**July 1, 2019 – June 30, 2022**



# AGREEMENT BETWEEN

Chabot-Las Positas Community College District (CLPCCD)

and

Chabot-Las Positas Faculty Association (CLPFA)

July 1, 2019 – June 30, 2022

Ratified by the Faculty on Monday, October 14, 2019

Approved by the Board of Trustees on Tuesday, November 17, 2019

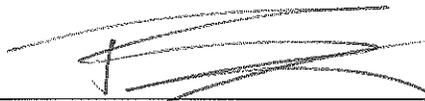


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The Faculty Association Negotiating Team, comprised of Mr. Tom deWit, Chief Negotiator; Mr. Dave Fouquet, Mr. Jeff Drouin, Ms. Heike Gecox, Mr. Tom Orf, and Ms. Victoria Austin.

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# **ARTICLE 1**

## **AGREEMENT**

**Disclaimer:** For your convenience, the Parties have included cross-references to other Articles and Sections and the Appendix in this Contract, when relevant. While every effort was made to ensure that these cross-references are accurate and complete, they may not include every cross-referenced Section that might apply and/or is relevant to your particular case. The Contract is also a “work in progress,” and may be modified during the Contract term if the Parties agree via Side Letters, Memorandums of Understandings (MOUs), Settlement Agreements, etc.

Unless otherwise indicated, newly added or changed processes will be implemented in Spring 2020.

Unless otherwise indicated, newly added or changed processes will be implemented in Spring 2020.

Therefore, if you have any questions concerning the Contract and the cross-references, please don’t hesitate to contact the appropriate representative.

### **1A. Parties To This Agreement**

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

#### **1A.1 Precedence Of This Agreement**

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

#### **1A.2 Recognition**

The District recognizes the Chabot-Las Positas Faculty Association as the sole and exclusive representative of the employees of the bargaining unit enumerated in its Certification of Representative by the Public Employment Relations Board (PERB), Docket No. SF-E-1, March 2, 1978, any amendments thereto on file with PERB, and any agreements between the Faculty Association and the District.

If new classifications of Faculty positions are established during the term of this Agreement, the placement of those positions in or out of the bargaining unit shall be made by mutual agreement of the parties. If the parties cannot resolve the issue within thirty (30) days of the establishment of such new positions, the matter may be submitted by either or both parties to PERB for its ruling.

## 1B. Agreement In Pursuance To Government Code

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

## 1C. Definition Of Terms In This Agreement

### 1C.1 Faculty In The Bargaining Unit And Other Relevant Terms

- a. **Contract Faculty** are tenure-track, probationary Instructional Faculty, Counseling Faculty, Library Faculty, and Faculty on Special Assignments, who are paid in accordance with the [Full-time Faculty Salary Schedule \(Articles 21C.1a. and 21C.2\)](#).
- b. **Regular Faculty** are tenured Instructional Faculty, Counseling Faculty, Library Faculty, or Faculty on Special Assignments, who are paid in accordance with the [Full-time Faculty Salary Schedule \(Articles 21C.1a. and 21C.2\)](#).
- c. **Temporary Leave Replacement (TLR) Faculty** are non-tenure track Instructional Faculty, Counseling Faculty, Library Faculty, or Faculty on Special Assignments, who work for a prescribed period of time or intermittently, and are paid in accordance with the [Full-time Faculty Salary Schedule \(Articles 21C.1a. and 21C.2\)](#). Temporary Leave Replacement ( T L R ) Faculty includes categorically funded unit members. See Appendix: Contract of Employment for Categorically-Funded Temporary Faculty.
- d. **Part-time Faculty** are untenured, non-tenure track Instructional Faculty, Counseling Faculty, Library Faculty, or Faculty on Special Assignments, who teach sixty-seven percent (67%) or less of a Full-time Load during an Academic Term, and are paid in accordance with the Schedule of Part-time Service Rates ([Articles 21C.1b. and 21G.](#)). Sixty-seven percent (67%) of a Full-time Load is 10.05 Calculated A Hours (CAHs) equivalent. The California Education Code defines Part-time Faculty as Temporary Faculty.
- e. **Unit Members** are all Faculty who are represented by the Faculty Association.
- f. **Full-time Unit Members** hold a one hundred percent (100%) contract paid in accordance with the [Full-time Faculty Salary Schedule \(Articles 21C.1a. and 21C.2\)](#).
- g. **Coordinator** refers to a Faculty member, not a manager, who facilitates tasks in support of student instructional or support activities, in consultation with the Faculty member's immediate supervisor. Coordinators, while they have an advisory role, do not perform administrative supervisory functions.

Coordinator duties are “Alternative Duty Assignments” ([Article 10C.3](#)). Coordinator assignments of four (4) Calculated A Hours (CAHs) 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 shall be rotational unless no other qualified person is available to serve. Coordinator duties performed as Part-time or overload assignments shall be paid in accordance with [Articles 21F.4e.](#) and [21G.2.](#), or shall be workload banked. See [Article 12-2.](#)

An Alternative Duty Assignment is any assignment of duties which is not part of the conventional faculty assignment as Instructional Faculty, Counseling Faculty, or Library Faculty, and is not part of the Faculty member’s primary assignment at the time of hire or transfer. If the primary assignment involves duties as a Coordinator or Special Assignments Faculty, [Article 10C.3](#) does not apply.

- h. **Primary Discipline** is the specific discipline into which a Full-time Faculty member is initially hired or subsequently transferred.
- i. **Secondary Discipline** is any other discipline besides the Primary Discipline in which the unit member meets minimum qualifications and has met District competency standards. See [Articles 22A.](#) and [22A.2.](#)
- j. **Discipline Faculty** is a Full-time unit member teaching in a Primary Discipline.
- k. **Emeritus Faculty** are defined by Board of Trustees Policy 7800. Emeritus Faculty are part of the bargaining unit when they accept Part-time Faculty assignments.
- l. **CAH** is Calculated A Hour see [Article 10D.1.](#)
- m. **FTES** is Full-time Equivalent Student.
- n. **FTEF** is Full-time Equivalent Faculty.  
[One (1) semester FTEF = 15 CAHs; Annual FTEF = 30 CAHs].
- o. **WSCH** is Weekly Student Contact Hours per FTEF (Full-time Equivalent Faculty) see [Article 10A.a.](#)
- p. **PPO** is a Preferred Provider Organization for health benefits.
- q. **HMO** is a Health Maintenance Organization for health benefits.
- r. **ARGOS** is a locally developed report that provides information that is used for Enrollment Management. Included in the report are Weekly Student Contact Hours (WSCHs), Full-time Equivalent Students (FTES) and other productivity values that are used by the Enrollment Management Committees, Faculty, and Administrators throughout the District. See [Article 26: Enrollment Management.](#)

- s. Bay Ten means the ten (10) Community College Districts in the San Francisco Bay Area. Included are:
- Chabot-Las Positas Community College District
  - Contra Costa Community College District
  - Foothill-DeAnza Community College District
  - College of Marin
  - Ohlone College
  - Peralta Community College District
  - San Francisco City College
  - San Jose-Evergreen Community College District
  - San Mateo Community College District
  - West Valley-Mission Community College District
- t. **CalSTRS**: California State Teachers' Retirement System.
- u. **CalPERS**: California Public Employees' Retirement System.
- v. **HRA**: Health Reimbursement Account see [Article 20D.3](#).
- w. **FSA**: Faculty Service Area see [Article 22](#).
- x. **DEC**: District Equivalency Committee see [Article 22E](#).
- y. **EAP**: Employee Assistance Program see [Article 25A](#).
- z. **ADA**: Americans With Disabilities Act see [Article 9M](#).
- aa. **DEMC**: District Enrollment Management Committee see [Article 26](#).
- bb. **CEMC**: College Enrollment Management Committee see [Article 26](#).
- cc. **Census**: A date determined by Admissions & Records, typically a Monday, approximately one-fifth (1/5th) through the Term, upon which the number of student enrollments is recorded for apportionment purposes.
- dd. **Load**: Determination of the required hourly assignment for a Full-time Faculty person. See [Article 10C](#).
- ee. **DE**: Distance Education see [Article 10F](#).
- ff. **CSDC**: Campus Professional Development Committee see [Article 29A](#).
- gg. **Term**: Refers to Fall or Spring Semester, Summer Session, or Inter-session.
- hh. **SLO**: Student Learning Outcomes.
- ii. **CLO**: Course Learning Outcomes.
- jj. **PLO**: Program Level Outcomes.
- kk. **SAO**: Service Area Outcomes.

## 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 Professional Staff** are employees who provide support to Faculty, Administrators, staff, and students. They include Confidential and Supervisory employees.
- c. **Managers** are individuals in a position having significant responsibilities for formulating District policies or administering District programs. The terms manager and administrator are used synonymously.

## 1C.3 Other Personnel

- a. **Apprenticeship Program Instructors** are journey-level workers 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 care 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 employed on a temporary basis for a specific project. Professional Specialists are hired for their specialized knowledge or expertise not generally required of, or found within, the employee classifications established by the Governing Board pursuant to California Education Code 88001.
- e. **Consultants** are individuals or companies hired to provide specialized expertise during a specified period of time, pursuant to Federal and State tax codes.
- f. **Independent Contractors** are companies or individuals hired to render specific services, pursuant to Federal and State tax codes.

## 1C.4 Time Definitions

- a. **Fiscal Year** operates from July 1 through June 30.
- b. **Academic Year** is the period of one hundred seventy-five (175) days of instruction as required by this Agreement. The Academic Year for all Unit Members, unless otherwise provided for in this Agreement, shall be composed of two semesters of approximately seventeen and one-half (17 ½) weeks duration each, 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.

See [Article 9](#) (Introduction) and [Article 8](#).

- c. **Calendar Year** operates from January 1 through December 31.
- d. **Full-time Equivalent Year** is thirty (30) Calculated A Hours (CAHs) per Academic Year.
- e. **Day** is a calendar day, unless noted otherwise in a specific Article in this Agreement.
- f. **Reassign Time** is compensation for an Alternative Duty Assignment (as defined in [Article 10C.3](#)) for which Calculated A Hours (CAHs) [see [Article 10D.1](#)] or equivalent compensation is given. See [Article 21G.2](#).
- g. **Flex Day** is a block of six (6) hours, considered a full day under the one hundred and seventy-five (175) day Academic Calendar, designated for employees to conduct staff, student, and instructional improvement activities pursuant to Title 5, Section 55720, and in accordance with [Article 8C.1](#), and [Articles 29B](#), and [29D](#).
  - (1) Mandatory Flex Day see [Articles 29B](#).
  - (2) Variable Flex Day see [Articles 29B](#).

## **ARTICLE 2**

### **PAYROLL DEDUCTION**

#### **2A. Faculty Association as Exclusive Bargaining Representative**

All Faculty employees shall be represented by the Faculty Association (FA) as the exclusive bargaining representative for all Faculty in the District, regardless of their status as members of the Faculty Association.

#### **2B. Procedures for Payroll Deduction of Faculty Association (FA) Dues and Other Assessments**

The District shall deduct from the monthly salary of all Faculty Association members one hundred percent (100%) of Faculty Association dues, Faculty Association of California Community Colleges Education Institute (FACCC-EI) Contributions, other assessments, deductions or obligations identified by the Faculty Association, in accordance with the Membership Roster provided by the Faculty Association. District payments of all dues, assessments, deductions and other obligations to the Faculty Association shall be on a monthly basis by the fifth (5<sup>th</sup>) working day of each month following payday.

##### **2B.1 Updates and Changes to Automatic Payroll Deduction**

All changes or updates to a unit member's status as a member of the Faculty Association shall be processed by the Faculty Association. The Faculty Association shall provide the District updates to the Membership Roster by the twelfth (12<sup>th</sup>) day of each month, in order for the dues and/or fees to be deducted from the employee's wages in that month and remitted to the Faculty Association. The Faculty Association shall retain the right to initiate changes to the deduction rates or amounts, or to other obligations, by requesting to meet and confer with the District.

##### **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 this 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 California State Teachers' Retirement System (CalSTRS), California Public Employees' Retirement System (CalPERS), or from approved carriers;
- d. The Chabot College Federal Credit Union.

## **2C. New Employee Orientations and Onboarding of New Faculty**

### **2C.1 Distribution of Faculty Association (FA) Membership Materials**

The District shall distribute Faculty Association membership materials, as provided by the Faculty Association, in the pre-employment packets for all new Full-time and Part-time Faculty.

### **2C.2 Access to Orientations**

The District shall provide the Faculty Association access to Full-time Faculty Orientations. The District shall also provide Faculty Association access to Part-time Faculty Orientations as described in [Article 18U](#). The District shall provide not less than ten (10) days' notice in advance of an orientation. The structure, time, and manner of this access shall be determined through mutual agreement between the District and Faculty Association, subject to the requirements of Governmental Code Section 3557. The date, time, and place of the orientation shall not be disclosed to anyone other than the employees, the Faculty Association, or a vendor that is contracted to provide a service for purposes of the orientation.

### **2C.3 Information on New Faculty Employees Provided to the Faculty Association**

The District shall provide the Faculty Association with the following information for any newly hired employee within thirty (30) days of the date of hire or by the first pay period of the month following hire:

- a. Name
- b. Job Title
- c. Department
- d. Work Location
- e. Work Email
- f. Work Telephone Number
- g. Home and Personal Cellular Telephone Numbers
- h. Personal Email Address(es) on File with the District
- i. Home Address

### **2C.4 Information on All Faculty Employees Provided to the Faculty Association**

The District shall provide the Faculty Association with the information listed in Section 2C.3, above, for all employees in the bargaining unit at least every one hundred twenty (120) days or, alternatively, on a schedule determined through mutual agreement between the District and Faculty Association (see Government Code Section 3558).

### **2C.5 Information on All Faculty Employees Who Request Non-Release of Private Information**

For bargaining unit employees who request that their private information not be disclosed, only items (a) through (f) in Section 2C.3 above shall be provided to the Faculty Association (FA).

**2D. 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. Applicable Law**

The parties acknowledge that provisions 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 if the United States Supreme Court issues a decision affecting the law with respect to these 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 unit member under law, including but not limited to the California Educational Employment Relations Act (Reference: Government Code Section 3540, et. seq.).

**2F. Deduction of Contributions to Faculty Association of California Community Colleges Education Institute (FACCC-EI)**

On April 20, 2017, on a District-wide referendum ballot, Faculty voted to enter into Contract Membership with the Faculty Association of California Community Colleges Education Institute (FACCC-EI). Thereby, effective Fall Semester, 2017, all Regular, Contract, Temporary and Part-time Unit Members shall contribute, by payroll deduction, an amount equal to regular FACCC dues, discounted by ten percent (10%), commensurate to the unit member's Full-time or Part-time status. These contributions shall be made in accordance with the parameters agreed to by FACCC and the Faculty Association. Unit members wishing to opt out of this contribution must contact the Faculty Association Membership Chair at their College.

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## **ARTICLE 3**

### **NEGOTIATION PROCEDURES**

#### **3A. List Of Articles To Negotiate**

Not later than the last Board of Trustees meeting eight (8) months before this Agreement expires, the Faculty Association shall submit its initial list of Articles to negotiate 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 list of Articles to negotiate.

At the following regular meeting, the Board of Trustees shall present the District's initial list of Articles to negotiate.

At the next regular Board of Trustees meeting following the meeting at which the Board of Trustees presents its initial list of Articles to negotiate, the Board of Trustees shall conduct a public hearing on the list of Articles to negotiate.

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. Reassign Time**

Unless mutually agreed upon by the Chancellor and the President of the Faculty Association, no recipient of Reassign Time shall abandon any part of Instructional Faculty, Counseling Faculty, and Library Faculty or Special Assignments Faculty duties after the start of a semester in order to utilize Reassign Time for negotiations.

#### **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. Mutual Consent For Recording Of Sessions**

There will be no recording of bargaining sessions without mutual consent of the parties. Note taking is allowed by either party without mutual consent.

#### **3F. Bargaining Session Location**

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

**3G. Scheduling Authority And/Or Cancellation Of Sessions**

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

**3H. Agenda**

The Agenda for each bargaining session will be agreed to by the Chief Negotiator for each side prior to the scheduling of each bargaining session. In the event an Agenda is not formulated, either party may request that negotiations proceed.

**3I. Duplication Of Proposals**

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

**3J. Delivery Methods**

Offers and counter offers shall be delivered by email or in person to the Chief Negotiators.

# **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 nonconfidential nature pertaining to matters that 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 Section 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 said use does not interfere with the educational program or student services.

### **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. The Faculty Association will follow District and/or College procedures for equipment reservation and care, as appropriate. Equipment will be made available when its use does not interfere with the educational program or student services.

#### **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 two thousand (2000) pages of Faculty Association materials copied per month and produced at either College's Media Production Center for distribution to unit members.

#### **4C.3 Cost Of Personnel And Supplies**

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

#### **4C.4 Responsibility For Damaged Equipment**

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

#### **4D. Faculty Association Office Space**

The District shall provide office space, office furniture, a telephone, and a computer at each campus. Email access shall be available at various locations. The provision of this office space and service must not interfere with either the educational process or student services. The scanner/printer/copier in the Faculty Association Office at Las Positas College is the property of the Faculty Association. The shredders at each Faculty Association Office are the exclusive property of the Faculty Association.

#### **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, Vice Chancellors, Presidents, Vice Presidents, and Deans 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 the college campuses and the District provided said 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. It is understood that the Bulletin Board in the Chabot College Mail Room is the exclusive property of the Faculty Association. 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 or emailed to the Chancellor, Vice Chancellors, Presidents, Vice Presidents, and Deans at the same time as posted.

#### **4H. District/Faculty Association Meetings**

The Chancellor or his/her designee will meet with the Faculty 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 Agreement. Both parties shall submit via email an Agenda of items they wish to discuss at least twenty-four (24) hours before the meeting.

#### **4I. Reassign Time**

The Faculty Association will receive two (2.0) FTEF (Full-time Equivalent Faculty) Reassign Time per Academic Year [sixty Calculated A Hours (60 CAHs)] funded by the District. The Faculty Association may carryover up to two (2.0) FTEF (Full-time Equivalent Faculty) from one (1) Academic Year to the next. The Faculty Association may

purchase from the District [at the average level of Part-time Faculty hourly pay] up to four (4) additional Full-time Equivalent Faculty (FTEF) and/or one hundred and twenty (120) Calculated A Hours (CAHs) of Reassign Time for Faculty Association work per Academic Year.

The Faculty Association may utilize no more than six [(6.0) FTEF (180 CAHs)] in any one (1) Academic Year. This represents the total Reassign Time, including Faculty Association business and/or negotiations, for the Faculty Association provided by and/or purchased from the District.

The Faculty Association shall designate, at its sole discretion, who shall receive Reassign Time. The reassigned unit member shall be paid his/her full salary and benefits while on Faculty Association Reassign Time. The fifty percent (50%) overload limit in [Article 10D.11](#) applies.

The Faculty Association shall notify, in writing, the Chancellor, appropriate College President and the Vice Chancellor of Human Resources at least thirty (30) days prior to the beginning of the semester of the unit member(s) being granted Faculty Association Reassign 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**

As members of the College communities, the Faculty Association has the right to contribute to the establishment of educational goals and objectives of the District. The Faculty Association shall be kept apprised of the development of the annual District Budget and long-term financial planning.

#### **4L. Distribution Of This Agreement**

The District shall place this 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 Faculty Association Executive Board members, Division offices, and campus Libraries. A printed copy will be provided to any other unit members upon request.

#### **4M. No Action In Violation/Inconsistent With This 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 Faculty Association shall be furnished:

- (1) Agenda Materials and Minutes of Board of Trustees' 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 Section 6250, et seq.). Specific reports the District agrees to provide are:

- CCFS 311;
- CCFS 311 (Q);
- CCFS 320
- the opening day, Census Day and Final Day ARGOS Reports for each college campus for each semester and Inter-session. See [Article 1C.1r.](#) for ARGOS definition; and, [Article 1C.1cc.](#) for Census Definition;
- the Self Study and Team Accreditation Reports for each college campus;
- the Adoption Budget;
- the Annual Report reflecting new Fiscal Year budgeted revenues and expenditures; and
- the prior Fiscal 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) days of receipt, and the Faculty Association President shall respond to written requests for information from the District within thirty (30) days.

If appropriate, the response(s) shall be provided earlier.

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

#### **40. Access To Unit Member Information**

Upon completion of this Agreement, the District shall furnish the Faculty Association with a listing of name, address, and telephone numbers of all unit members except those individuals who specify in writing that they wish to keep this 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.

Upon request, the District shall provide the Faculty Association President with a list of unit members paying membership dues for the period requested within thirty (30) calendar days of receipt of the request.

#### **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, this activity shall in no way interfere with the educational process, student services, 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.

**4R. Faculty Association Rights To Attend And Present At New Faculty Orientation**

The Faculty Association President shall be notified of all new group faculty orientation sessions that occur at the beginning of each semester. The Faculty Association shall be invited to present materials about the Faculty Association at these orientation sessions or, for online training/orientation, the Faculty Association may provide an informational video that shall be included as part of the online orientation.

(See Article 8C.6 – Orientation of New Faculty.)

**4S. Website**

The District may include a link to the Faculty Association Website on the District's Human Resources website.

**4T. Convocation Day**

(See Article 8C.5 for Faculty Association Rights on Convocation Day.)

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## **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 the California Public Employment Relations Board (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 unit members; 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 unit members.

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 contracting out will result in the termination of employment of Full-time unit members (i.e., Full-time unit 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 the California Public Employment Relations Board (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. See [Article 23](#).

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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 provisions in [Article 32](#). Procedures for dealing with sexual harassment are found in the relevant Government Code 20 and Education Code 200, et seq., and are stated separately in Board of [Trustees' Policy 3430](#). Procedures for dealing with discrimination and harassment due to disabilities are stated separately in [Board of Trustees Policy 3410](#).

### **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 a specific provision or provisions of this Agreement.

#### **7A.2 Grievant**

A grievant is any unit member adversely affected by an alleged violation or misapplication of the specific provision(s) of this 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 [Article 7A.16](#).

#### **7A.3 Day**

A “day” is a calendar day.

#### **7A.4 Immediate Supervisor**

The Immediate Supervisor is a manager who directly supervises a Faculty member.

#### **7A.5 Automatic Deadline Extensions**

Any deadline date that falls on a Saturday, Sunday or holiday will automatically be extended to the next day that the colleges and/or District Office are open for business. See [Article 7A.13](#) below for timeline suspensions.

#### **7A.6 Scheduling Of Grievance Meetings**

Every effort will be made to schedule meetings for the processing of grievances at times that 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 the meeting or hearing shall be released from regular duties without loss of pay or benefits 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 his/her grievance(s) and have said grievance(s) 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 waives 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, it shall be deemed denied on the last day that the response would have been due, and the grievant(s) may proceed to the next level of appeal within the prescribed timelines. 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.

(See [Article 7A.13](#) – Time Line Suspensions for additional information.)

### **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 [i.e., 2016-17 (1-2), 2016-17 (1-2)]. 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 or grievances 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 prior to the filing of a request for arbitration, as long as:

- a. The amendment is based on evidence not known at the time the original grievance was filed;
- b. The amendment is submitted within twenty-eight (28) days of learning this new information; and,
- c. As long as the new allegations relate directly to the allegations contained in the original Level II written grievance submitted by the grievant(s).

The filing of an amendment shall not have an effect on the timeline or grievance level.

**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 unit member returns to active service.

**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 grievants are required to satisfy all timeline deadlines and other procedural requirements of this Agreement, including but not limited to, the Faculty Association as the grievant, an individual grievant, or an individual covered within a class action grievance.

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

- b. When the Faculty Association files a class action grievance, the District shall provide appropriate requested information to the Faculty Association to help the Faculty Association identify, in writing, to the District the unit members who make up the class covered by the class action grievance. Specifically, if the Faculty Association identifies a class of unit members to the District (e.g., by Department or hire date), then the District is obligated to provide the names to the Faculty Association. Failure of the District to provide the 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 said requirements, or
  - (2) as a result of being a member of the class covered by an individual or Faculty Association initiated class action grievance that 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 Or Sabbatical Leave Committee**

If a grievance alleged by the Faculty Association on behalf of itself or a unit member arises from the action of a central District authority, the Faculty Association and the Chancellor or his/her designee may mutually agree to initiate such a grievance at Level III of the grievance procedure. The timeline shall be commensurate with [Article 7B.3](#) below. This Section also applies to grievances related to a Sabbatical Leave of Absence, see [Article 12-1A.9m](#).

#### **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 Section 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's Office of Human Resources.

[See Appendices](#): Faculty 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 fourteen (14) working days of the Level I meeting.

### **7B.2 Level II – College President Or Designee**

- a. If the aggrieved is not satisfied with the disposition at Level I and wishes to pursue the grievance, the grievant must submit a written grievance to the appropriate College President or designee within twenty-one (21) days following the informal discussion provided at Level I. If the grievant is assigned to the District Office, he/she must submit the Level II grievance to the appropriate Administrator directly above the manager who heard the grievance 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). [See Appendix: Grievance: Level II Form \(President\)](#).

Concurrently, the President of the Faculty Association may appoint a Grievance Committee of from one (1) to three (3) unit members to investigate the grievance. The written results of this investigation, if it occurs, will be given to the College President or designee along with the written grievance submitted by the grievant(s).

- b. Within fourteen (14) days of the receipt of the written grievance the College President or designee shall meet with the grievant, 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. Notes may be taken but no recording device may be used.
- c. A written decision shall be issued by the College President or designee (or appropriate Administrator directly above the manager who heard the Level 1 grievance, if the grievant is assigned to the District Office). The written decision shall include the stated reasons for said decision and shall be presented to the grievant(s), the Grievance Officer, and the Faculty Association President or designee within fourteen (14) days following the meeting with the grievant and the Grievance Officer or designee.

### **7B.3 Level III – Chancellor Or Designee**

If the grievant 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, appeal the decision in writing to the Chancellor or designee. The written appeal shall include a copy of the original grievance and a clear and concise statement of the reason for the appeal. [See Appendix](#): Grievance: Level III Form (Chancellor).

A meeting shall take place within twenty (20) days after the Chancellor has received the written appeal. In addition to the grievant, the meeting will include the Grievance Officer, the Faculty Association President or designee, the Chancellor or designee, and a second member selected by management, if desired. Notes may be taken but no recording devices shall be used.

The Chancellor or designee shall communicate a decision, in writing, to the grievant(s), and the President of the Faculty Association or designee within fifteen (15) days following the meeting. The written decision shall include stated reasons for the decision.

### **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 of receipt of the written decision of the Chancellor or designee in Level III, send a written notice to the Chancellor that the matter is being submitted for arbitration. [See Appendix](#): Grievance: Level IV Form (Arbitration).

- a. Either the Faculty Association or the District will request the California State Conciliation Service (C.S.C.S.) 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 strike first 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 California State Conciliation Service (C.S.C.S.).
- b. The parties shall each bear the burden of one-half (1/2) 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 American Arbitration Association (A.A.A.) or under the Expedited Rules of the American Arbitration Association (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 American Arbitration Association (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.
- 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.

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# **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 Professional 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 negotiate annually 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 Academic 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 Academic Calendar using the factors listed in Articles 8C and 8E below.

#### **8B.1 Multi-Year Calendar**

The Academic Calendar will be developed two (2) Academic Years in advance. The parties shall meet each Academic Year to develop a two (2) year Academic Calendar. Upon mutual consent, an Academic Calendar may be developed one (1) Academic Year in advance.

### **8C. Academic Year Term**

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

#### **8C.1 Length Of Academic Year**

The Academic Year shall consist of one hundred and seventy-five (175) days of instruction, including:

one (1) Convocation Day, which is a Mandatory Flex Day;

one (1) College Day, which is a Mandatory Flex Day and;

up to six (6) additional Mandatory Flex Days, and if necessary;

Variable Flex Days, as determined by the Academic Calendar Committee.

The Mandatory Flex Days (other than Convocation Day and College Day) shall be determined by the mutual agreement of the President of the respective College and the chair of the respective College Professional Development Committee. See [Article 29B](#) for Mandatory Flex Day definition.

Variable Flex Days are the exclusive domain of the Academic Calendar Committee. See [Article 29B](#) for Variable Flex Day definition.

### **8C.2 Orientation Of New Contract Faculty**

New Contract Faculty unit members will serve two (2) additional days of Orientation. This does not count as Variable Flex activities. See [Article 29B.5](#).

### **8C.3 Commencement And Convocation**

Each Contract and Regular unit member shall attend Commencement exercises at their respective college on alternating Academic Years. Commencement shall occur on Friday evening and Saturday. It shall be scheduled on the same weekday at a particular college for two (2) Academic Years in a row and then switched to the other day for two Academic 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 Academic Years upon the unit member's return to active status as if no Leave of Absence occurred.

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 member's return to active status.

### **8C.4 Grade Due Dates**

Due dates for grade submissions for each Academic Term (including Fall and Spring Semesters, Summer Session, and Inter-sessions) shall be established by the Academic Calendar Committee and be not less than seventy-two (72) hours from 5:00 p.m. on the last day of the Final Examination Schedule.

### **8C.5 Faculty Association Meeting On Convocation Day**

The Faculty Association shall have forty-five (45) minutes allotted to it for a general membership meeting on Convocation Day. This meeting shall not start before 8:00 a.m.

### **8C.6 Orientation Of New Faculty**

The Faculty Association shall be notified of all new Faculty hired before the Fall and Spring Semesters through monthly published Board of Trustees Meeting Reports. Part-time Faculty are entitled to two (2) hours of pay for orientation: the orientation to online grading and the orientation to the College, which may include an online component. See [Articles 18U](#) and [21G.2b](#).

## **8D. Alternative Academic Calendar Committee**

The Faculty Association and the District may, upon mutual agreement, form an Alternative Academic Calendar Committee to examine in detail the benefits and liabilities involved with any modification to the standard seventeen and a half (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 affect instructional quality. Any adjustments must be in compliance with the official directions from the California Community College Chancellor's Office.

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# **ARTICLE 9**

## **WORKING CONDITIONS**

### **Introduction And General Provisions**

#### **Academic Year**

The Academic 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 (17½) weeks duration each, 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 26E.4-E.7](#), 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 1C.1h-i.](#) 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 unit member.

- a. A Contract or Regular unit member shall not, without his/her consent, be assigned to any of the following assignments:
  - (1) A Counseling Faculty assignment of more than that defined in [Article 10D.1d](#). In addition, for each teaching unit of a scheduled counseling class, the Counseling Faculty teaching that class shall be credited with the appropriate load value in Calculated A Hours (CAHs) appropriate to the teaching assignment, and the remainder of his/her semester workload shall be reduced proportionally. See [Article 10D.4c](#) for the specific impact on Counseling Faculty workload.

- (2) A Library Faculty assignment of more than that defined in [Article 10D.1e](#). In addition, for each teaching unit of a scheduled library class, the Library Faculty teaching that class shall be credited with the appropriate load value in Calculated A Hours (CAHs) appropriate to the teaching assignment, and the remainder of his/her semester workload shall be reduced proportionally. See [Article 10D.4c](#) for the specific impact on Library Faculty workload.
  - (3) Other unit members (Special Assignments Faculty): Full-time and Part-time Faculty, other than Instructional Faculty, Counseling Faculty, or Library Faculty shall be assigned for no more than that defined in [Article 10D.1e](#).
- 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 [Article 26: Enrollment Management](#) 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 (½ hour) break.
  - (5) A course or service scheduled on Saturday if a Part-time 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 than three (3) new preparations in a semester regardless of whether the course format is face-to-face, hybrid, or online unless more than three (3) preparations are needed to achieve a full Load. (See [Article 10F.3](#) for supporting online language.) 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.a.-b.](#)
  - (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 unless such assignments are necessary to create a Full-time Load. If the number of assignments available before 5:00 p.m. is insufficient for all Full-time Faculty in a discipline to receive full Loads, then evening assignments shall be made on a rotational basis ([Article 10C.a.-b.](#)) in order of seniority or by mutual agreement of Faculty in the discipline. Evening assignments begin on or after 5:00 p.m. for 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**

All Contract and Regular unit members who are teaching classes shall be notified in writing of their initial assignment for the following Academic Year by the end of February, barring unusual circumstances. If the last day of February is a Saturday or a Sunday, then the schedule notification shall occur on the following Monday. If a specific assignment is not offered to a Contract or Regular unit member, the appropriate Administrator or designee shall provide the explanation, in writing, if requested by the affected unit member.

## **9A.3 Section Cancellation Consultation**

Prior to the cancellation of any class Section that has been listed in the Class Schedule, the appropriate Administrator 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 Class**

A class or assignment shall not be cancelled prior to the first day of class unless the College has given five (5) working days prior oral or written notice (by telephone, U.S. Mail, or email) to the unit member of the possibility that the class might be subject to cancellation. If 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 U.S. Mail and postmarked.

### **b. Bumping Rights**

Contract, Regular, and Temporary Leave Replacement (TLR) Faculty members who experience a class cancellation (for Load) may bump a Part-time unit member. The Faculty member may exercise the option to carry a Load underage to be made up according to [Article 10D.9](#).

The following steps outline the process by which the Faculty member's Load underage due to class cancellation may be satisfied in the sequence listed below:

- (1) When a Faculty member experiences a class cancellation, they must accept a class from the unstaffed classes within the Faculty member's primary discipline. In the event the unstaffed class is online, and the Faculty member is not adequately prepared to teach the course, proceed to next step below.

- (2) If the Faculty member has scheduled overload and/or unbanked carryover, the combined Calculated A Hour (CAH) value of which is greater than that of the cancelled class, it will be used to cover the underage in accordance with [Article 18H](#).
- (3) In consultation with the Faculty member's Administrator, bumping of a Part-time Faculty member may occur to satisfy the current semester's Load underage, in accordance with [Article 18H](#). Bumping of a Part-time Faculty member shall only occur prior to the first day of class.
- (4) If the Faculty member and Administrator cannot agree on a course to satisfy the Load underage, the Administrator will assign the Faculty member a class. In the event the class is online, and the Faculty member is not adequately prepared to teach the course, and the Faculty member's unbanked carryover does not have the amount of Calculated A Hour (CAH) equal to or greater than the cancelled class, the Faculty member will carry a Load underage to be made up according to [Article 10D.9](#).

#### **9A.4 Student Grievance Action**

Unit members shall not be required to attend a hearing on a student grievance filed against them if the student grievance timeline occurs outside of either the Fall or Spring Semesters. Moreover, it is agreed that in these circumstances an effort will be made to suspend the timelines in order to hear the grievance during the Academic Year. The student grievance process shall follow [Board Policy 5530](#).

#### **9B. Syllabus Requirement**

By the end of the first full week of classes, unit members shall submit to their appropriate Administrator a copy of a Syllabus for each course taught. For short-term classes, submission shall be by the end of the second class meeting. For online classes, submission shall be by the end of the first week of classes.

The Syllabus shall include:

- a. the Instructional Faculty person's information (name, office number, phone, voicemail, and Chabot-Las Positas Community College email address);
- b. office hours, textbook(s), and course supplies (required supplements and/or recommended text, special required supplies);
- c. an explanation of the manner in which final grades will be calculated;
- d. dates to know including: last day for "W", date and time of Final Examination, and the deadline to apply for Federal Financial Aid—or, alternatively, in the case of an online syllabus, a link to;
- e. other supplemental information, including safety requirements;
- f. the Student Learning Outcomes (SLO) associated with that course, which could be provided as text or links;
- g. information about disability accommodations and campus services, which could be provided as text or links;

In addition to the above, the syllabus should include the following as text, or as links to the appropriate college's website:

- h. a statement of student rights and responsibilities;
- i. expectations regarding behavioral standards per school policy;
- j. a summary of course content and expectations (general course content, course objectives, and prerequisites);
- k. attendance and plagiarism policies.

The appropriate Administrator shall notify unit members for whom there is no Syllabus on record or if a Syllabus is submitted with deficiencies. The appropriate Administrator 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/Emergency Management Training**

Mandatory safety training of the District's Injury and Illness Prevention Plan, Emergency Action Plans, and Fire Protection/Prevention Plan shall be required in order to meet California Office of Safety and Health Administration (OSHA) training requirements in accordance with the California Code of Regulations, Title 8, Subchapter 7, Sections 3203, 3220, and 3221, and where hazardous materials, chemicals, or dangerous equipment are routinely used and are subject to State and Federal regulations mandating safety training for Faculty and students.

Mandatory emergency management training shall be required to comply with the California State Chancellor's Office recommendations identified in the Disaster Resistant Community College training matrix. It is the Chabot-Las Positas Community College District's (CLPCCD's) responsibility to follow the California Emergency Services Act (CA Government Code Sections 3100-3109).

Mandatory safety training shall be conducted every semester, including summer, and may be required where hazardous materials, chemicals or dangerous equipment are routinely used and subject to State and Federal regulations mandating safety training for unit members and students. Affected unit members shall be required to attend these training programs if they have never received such training, or when new regulations are promulgated, or when otherwise required by State or Federal regulation. When safety training is required, failure to attend shall subject the unit member to discipline. It is understood when Part-time unit members are required to attend safety training, they will be compensated at the Faculty Hour F ("F" Hour) rate.

## **9C.2 Health And/Or Safety Complaints**

Unit members shall make all health and/or safety complaints in writing to their appropriate Administrator and the Director of Campus Safety and Security. If the issue is not resolved to the satisfaction of the unit member within ten (10) days, then he/she may appeal to the appropriate 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 he/she 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 the unit member, students, or staff within the instructional environment, the unit member may vacate the class without loss of pay until the emergency has been alleviated. However, the unit member must immediately report the emergency to Campus Safety and Security (or 911 when appropriate), who will determine the appropriate action and when the threat has been alleviated. The unit member may request information regarding alleviation of the threat or emergency from Campus Safety and Security.

## **9C.4 Reporting Of Threats**

If any person within the instructional environment makes a real or implied threat of bodily injury or property destruction, a unit member must:

- a. report the threat immediately to Campus Safety and Security and to the unit member's Administrator or Administrator in Charge;
- b. request the removal of the person or persons from class meetings for a period of time as authorized under the California Education Code Sections 76030, et seq; and
- c. report immediately any instance of actual assault and/or battery or property destruction to the Office of Campus Safety and Security.

## **9C.5 CPR, First Aid, Or Safety Training**

Cardio-Pulmonary Resuscitation (CPR), First Aid, or Safety training shall be required of unit members as stipulated in the Chabot-Las Positas Community College District's Illness and Injury Prevention Program. The District shall pay the cost of this required training and shall pay Part-time unit members to attend at the rate set forth in [Article 21G.2b](#).

The District shall pay for the Cardio Pulmonary Resuscitation (CPR) course for all unit members in programs where Cardio Pulmonary Resuscitation (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.)

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

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

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

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

- d. If, after the investigation and any subsequent Student Discipline process has been completed, the unit member continues to experience disruptive or harassing behavior by the student, the unit member shall notify the Student Discipline Officer (SDO), who shall take each of the following steps:
  - (1) Investigate the complaint consistent with paragraph 1 above.
  - (2) Arrange a meeting with the affected Faculty member and their appropriate Administrator to discuss reasonable solutions, other than or in addition to student discipline, which can be taken to address the Faculty member's concerns. At the request of the Faculty member, the SDO will arrange for the meeting to be attended by the Faculty Association (FA) President and/or college Grievance Officer. This meeting shall be held within five (5) business days of the notification by the Faculty member of continuing disruptive/harassing behavior
- e. It is understood that the District's decision whether or not to impose student discipline is not grievable.

## **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. Protective and specialized attire shall be worn by the unit member as appropriate to the task.

## **9E. Medical Exams**

### **9E.1 Tuberculosis (TB) Testing**

As required by California State law, all unit members must have a Tuberculosis (TB) risk assessment and/or examination every four (4) Calendar Years. This test can be waived if a qualified health care provider certifies that the unit member is at risk for excessive x-ray radiation, will test positive to the Tuberculin Purified Protein Derivative (PPD) skin test, and is clinically negative for tuberculosis.

The unit member shall not be responsible for the cost of the Tuberculosis (TB) risk assessment and/or examination upon hiring. All subsequent risk assessments and/or examinations will be reimbursed by the District. Unit members can receive the Tuberculosis (TB) risk assessment and/or examination without charge at either College's Student Health Center. Unit members who do not have current Tuberculosis (TB) risk assessment and/or examination results on file with the District will be placed on an Unpaid Leave of Absence until the Tuberculosis (TB) risk assessment and/or examination results have been received and acknowledged by the District Office of Human Resources. Unit members will be given written notice on or about forty-five (45) days before they are required to submit their Tuberculosis (TB) risk assessment and/or examination. The notices will inform the unit member that if they do not have a current Tuberculosis (TB) risk assessment and/or examination result on file with the District they will be placed on an Unpaid Leave of Absence until the Tuberculosis (TB) risk assessment and/or examination results have been received and acknowledged by the District Office of Human Resources.

### **9E.2 Annual Risk Assessment and Examinations**

For unit members working in Disciplines that require risk assessments and/or examinations to be performed more frequently than once every four (4) years (*e.g.*, yearly risk assessments required for Nursing Faculty teaching at off-campus clinical settings), said requirements shall be performed at District expense. Faculty members in such disciplines may receive the required risk assessments and/or examinations at either College's Student Health Center, or through an outside provider. Any risk assessments and/or examinations performed by the College Student Health Center shall be limited to the services offered at the Student Health Center. The risk assessments and/or examinations covered under this provision shall be limited to those required by the program, or otherwise listed in the contract(s) and/or agreement(s) entered into between an outside entity and the Chabot-Las Positas Community College District (CLPCCD).

## **9F. Travel Reimbursement**

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. Mileage reimbursement will be provided when unit members attend a mandatory meeting off the site of their regular campus assignment, except for Convocation days.

Contract and Regular Faculty who as a part of Load teach at more than one location in one day shall be paid for travel between his/her duty station and the second teaching location.

## **9G. Commencement**

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

## **9H. District-Provided Office Facilities And Work Spaces**

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

Unit members may access appropriate College office facilities and workspaces during regular operational hours. Access between the hours of 11 p.m. and 6 a.m. requires prior notification of Campus Safety and Security. Unit members must contact Campus Safety and Security upon arrival. Unit members who do not give prior notice or make contact upon arrival may be subject to denial of access to office facilities or workspaces.

- a. Institutional Closure: When the campus is closed there will be no access to facilities, except for unit members who provide notification in accordance with the above 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 from the manager responsible for the facilities, equipment, supplies or materials is required).

## **9I. Keys, Property, Safety And Security Cameras**

### **a. Return of Keys**

Unit members must return all keys, keycards, and identification cards issued to them by the College and/or District upon separation from the District or upon request of the District.

### **b. Return of Property**

Unit members must return College and District property upon separation from the District or upon request of the College and/or District.

**c. Safety and Security Cameras**

Unit members shall be notified before any safety and security camera is placed in classroom or laboratory spaces in which they work. No evaluation or discipline shall derive from the use of or information gathered from said cameras. Safety and security cameras shall not be placed in unit members' offices.

**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 said property is damaged in the line of duty and without the fault of the employee, provided 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 twenty-five dollars (\$25) or more than two hundred dollars (\$200) per incident.

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

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

**9K. Parking**

The District shall provide free parking to all unit members, including individuals on Emeritus Status upon request. (See [Article 30A.2.](#) and [Board of Trustees Policy 7800](#) for definition of Emeritus Status.)

**9L. Grading And Deadlines**

**9L.1 Assignment Of Grades**

Assignment of all grades is the sole responsibility of the Instructor of Record.

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 (California Education Code Section 76224).

Neither grading of assignments nor submission of grades shall be delegated to any other person. Unit members shall submit grades by the deadlines established and published by the Office of Admissions and Records and agreed to by the Academic Calendar Committee. See [Article 8C.4.](#)

Grading by attendance shall be at the discretion of the Instructional Faculty member of Record. See Article 9B (Syllabus) above for notice requirements related to grading.

## **9L.2 Withdrawals: Notification And Consultation**

The Office of Admissions and Records or Dean of Counseling shall notify the Instructor of Record whenever his/her student submits a withdrawal petition after the last day to withdraw with a “W” for extenuating circumstances (an “EW”). The District shall send this notification to the Instructor of Record within five (5) work days of the date the “EW” petition was submitted.

Withdrawals shall be in compliance with Title 5 Regulations §55023 and §55024.

It is understood that a grade for a “W” for extenuating circumstances (“EW”) shall only be assigned for verified cases of accidents, illness or other circumstances beyond the control of the student, and after notification to, and consultation with the Instructor of Record. As part of the consultation process, the Instructor of Record is entitled to know of any “extenuating circumstances” so as to inform the Instructor’s consideration for the grade change request, as well as the consultation process.

The District and the Instructor of Record shall complete the consultation process in a timely fashion (Cal. Admin. Code Title 5, Section 55024).

## **9L.3 Notification Of Grade Change**

As a matter of procedure, the Office of Admissions and Records shall notify each Instructor of Record in writing, either electronically or in hardcopy, when a grade change for a course taught by that instructor is entered onto a student record. This notification shall occur within twenty (20) calendar days of when the grade change is entered.

The Request for Grade Change Form is located on CLASS-WEB.

## **9L.4 Recording Grade Changes [Under Board Policy/Administrative Procedures 5530](#)**

As a matter of procedure, if at the conclusion of the Student Grievance Process, including any appeals, a grade change results from a decision of the Academic Fairness Committee or Student Grievance Committee (see [Article 16-3](#)), then the grade change document shall be submitted and signed by the appropriate manager, with a notation to the effect that the grade was changed from a \_\_\_\_\_ to a \_\_\_\_\_ by a decision of the Academic Fairness Committee or Student Grievance Committee as a result of the student grievance.

## **9L.5 Training In The Use Of Electronic Grade Submission System**

The District shall provide technical training in the use of the District’s electronic grade submission system to any unit member requesting training. Part-time Faculty shall be provided training during their first Term of employment and shall be paid one (1) hour for training according to the Alternative Duty Rate, per [Article 21G.2](#). The service is to be reported on the [Service Report: Academic Non-Instruction/Special Assignments](#), which can be accessed on the Office of Human Resources website: <http://districtazure.clpced.org/hr/index.php>.

## **9L.6 Submission Of The Mid-Term Progress Report And Retention Comments Form**

Submission of the Mid-Term Progress Report and Retention Comments Form, which is on the Faculty Class website, is optional.

## **9L.7 Dropping And Adding Students To Classes Electronically: Assignment Of Incomplete Grades**

All unit members shall have the right to assign Incomplete grades and drop and add students to classes electronically without the need to personally fill out forms with the Office of Admissions and Records, provided that Title V requirements, CCR 55023, for submission of these grades are met.

## **9L.8 Online Grading And Attendance Reporting**

- a. Both grading and attendance reporting shall be online.
- b. Part-time unit members who attend one (1) hour of training shall be paid at the Alternate Duty Rate per [Article 21G.2](#). The service is to be reported on the Service Report: Academic Non-Instruction, which can be accessed on the Human Resources website: <http://districtazure.clpccd.org/hr/index.php>.
- c. Part-time Faculty are expected to attend training in their first semester of employment. Each Part-time unit member will be paid a maximum of one (1) hour to attend the training session.
- d. It is expected that new Part-time Faculty will receive their training during their orientation. Further, there shall be additional training sessions offered during evenings and on Saturdays at each college to accommodate the training needs of Part-time unit members at each college and such training will be announced in a timely manner.
- e. Full-time (Contract, Regular, and Temporary Leave Replacement [TLR]) Faculty members shall be trained as part of their professional activity expectations and shall not receive additional compensation for their training. See [Article 10D.3c](#).
- f. Faculty members shall receive additional assistance in technical aspects of online grading from the Information Technology Services (ITS) staff and the Admissions and Records Office during normal operating hours. Staff in the Admissions and Records Office will be available to assist the Faculty member in submitting their own grades.
- g. Detailed instructions related to online grading and attendance reporting shall be provided to Faculty in the appropriate Class-Web website for Faculty. Any updates to the instructions shall be posted on this website. Instructions shall also be referenced in the website at each college.
- h. Both the face-to-face training sessions and the Online Grading and Attendance Reporting Training Guide will include instructions and directions for all aspects of the online grading and attendance reporting system (i.e., positive attendance grading, weekly contact grades, how to navigate from one course to another, etc.). The instruction guide will be updated as needed.

- i. The deadline dates for grade submissions shall be provided by Admissions and Records electronically. These deadline dates shall be provided with sufficient notice so that unit members can reasonably partake of training sessions before Grades or Census Reports are due.
- j. The deadline dates for Census reporting, “W” reporting, and Final Grades submission for all individual classes shall be provided via Admissions and Records at least one (1) week prior for each deadline date requirement.
- k. The Faculty are expected to submit their Census Reporting and Grades in a timely manner and to seek assistance in advance of deadlines, if they have difficulties with the online submissions. Consistent with current practice, the Admissions and Records Office will follow up with the Faculty member and appropriate Administrator if Census Reports or Grades are not submitted by the deadlines.
- l. It is understood that many Faculty members are comfortable using the Class-Web website and are familiar with its functionality, and these Faculty may not require formal training. It is expected that these Faculty will be able to complete grading and attendance reporting online using the Class-Web website.
- m. Submission of Mid-term Progress Report and the retention comments is optional.

## **9M. Reasonable Accommodation**

Pursuant to [Board of Trustees Policy 3410](#) and in accordance with the 1990 Americans With Disabilities Act (ADA) and the California Fair Employment And Housing Act (FEHA), the Chabot-Las Positas Community College District prohibits discrimination against employees with physical or mental disabilities that limit one or more major life activities such as working, walking, talking, seeing, hearing, or caring for oneself. People who have a record of such disabilities and those regarded as having a disability are also protected. The District will take all actions necessary to comply with the Americans With Disabilities Act (ADA) and the California Fair Employment And Housing Act (FEHA).

### **9M.1 Procedure For Accommodation**

A unit member with a disability who is seeking reasonable accommodations must submit a Request for Accommodations Form ([see Appendix: Accommodation Request Form](#)) to the Office of 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 to the unit member. On this form, he/she shall specify:

- a. the job-related functions at issue; and
- b. the desired accommodation(s).

Unit members may request accommodation verbally and follow up with a written request per this Section.

## **9M.2 Medical Verification Of Existence Of A Disability**

The District will require confidential medical verification of the existence of a disability. The District may require a unit member to undergo a fitness for duty examination to determine whether the unit member can perform the essential functions of the job with or without reasonable accommodation. The District may also require that a District-approved physician conduct the examination.

## **9M.3 Interactive Process Discussion**

The Office of Human Resources will review the unit member's request and the medical verification, if applicable, and meet with the unit member to obtain any other proposed accommodation information. The unit member is entitled to representation by the Faculty Association at the meeting. The purpose of the discussion is to work in good faith to fully discuss all feasible potential reasonable accommodations. If there is more than one possible reasonable accommodation, the District may select which accommodation to implement.

The District will not provide accommodation(s) that would pose an undue hardship upon District finances or operations, or that would endanger the health or safety of the unit member or others.

## **9M.4 Reasonable Accommodation Offer**

Based on the outcome of the interactive process, the District shall make a "Reasonable Accommodation Offer" to the unit member, if appropriate. A copy of the offer shall be sent to the Faculty Association representative responsible for the Requests for Accommodation. The unit member may meet with the Office of Human Resources to discuss the Reasonable Accommodation Offer. Once a reasonable accommodation has been implemented, the unit member may meet with the Office of Human Resources to discuss whether the accommodation has been effective. The unit member is entitled to representation by the Faculty Association at these interactive meetings.

The District recognizes its obligation to negotiate with the Faculty Association on any negotiable issue affected by 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 said equipment will be provided the necessary ergonomic equipment at no cost to the unit member, unless providing the ergonomic equipment would create an undue hardship to the District's finances or operations or would endanger the health or safety of the unit member or others. Procurement of ergonomic equipment shall be the responsibility of the District.

## **9M.6 Confidentiality Of Medical Information**

Any party who receives confidential information regarding a unit member's medical diagnosis, medical history or treatment plan will safeguard the 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 medical information obtained through this process. Confidential medical information provided by a unit member's physician will only be released to the Faculty Association with the written permission of the unit member.

## **9N. Admission Of Students To College Programs**

Unit members teaching in a specialty program (i.e., Nursing, Dental Hygiene, Automotive, and others) shall have the authority to determine Admission Requirements to said program. Admission Requirements shall conform to Title V requirements and be submitted to the appropriate Program's Administrator for review and approval.

## **9O. Cost Of Fingerprinting**

The unit member shall pay for the fingerprinting required for employment.

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# **ARTICLE 10**

## **WORKLOAD**

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

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

- a. The District Management shall, in consultation with the District Enrollment Management Committee (DEMC), plan the District's operations including the Weekly Student Contact Hours (WSCH) per Full-time Equivalent Faculty (FTEF), in accordance with Article 26. Individual assignments may vary in terms of Weekly Student Contact Hours (WSCH) according to contractual standards referred to herein. See [Article 26: Enrollment Management](#).
- b. The assignment of each unit member will be made by the District with due regard for such factors as number and nature of preparations, teaching experience, clerical-technical, and para-professional assistance provided.
- c. Managers may not perform unit member duties if any qualified unit member is available.
- d. The District shall negotiate all matters impacting working conditions.

### **10B. Experimental Assignments**

Specific assignments to permit experimentation, institutional research, and related matters may be authorized by the District. During the period of experimentation, a written agreement between the unit member and the District will prescribe the Load with other considerations, such as anticipated outcomes, planned evaluations, time restrictions and fiscal implications. After the period of experimentation, the Load will revert to the standards prescribed by this Article. All Agreements will be kept on file in the College's Office of Academic Services and the appropriate Administrator's Office, available for review by the unit member, and will be subject to review and renewal each Academic Year by mutual agreement. A copy of the Agreement will also be sent to the Faculty Association.

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

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

Unit members initially hired to teach in a specific discipline, which shall be considered their Primary Discipline, shall have the right to assignments to fulfill their Full-time Service Obligation, as defined in [Article 10D.1](#), before unit members who are qualified to teach within the discipline but for whom it is not his/her Primary Discipline.

See [Article 1C.1h](#). for definition of primary discipline.

- a. Rotational Seniority within the teaching specialty shall be used for scheduling up to this thirty (30) unit Full-time Service Obligation if requested by a Contract or Regular unit member. "Rotational Seniority" for this purpose means that if two (2) or more discipline unit members request a particular assignment in their Primary Discipline as fulfillment of

their Full-time Service Obligation, then the assignment shall go to the unit member for whom it has been the longest period of time since he/she last received it. Unit members requesting Rotational Seniority shall do so in writing, to their appropriate Administrator, at or before the time that principal assignments are selected for the upcoming Term. It is understood that a unit member may only invoke this right for one (1) course or section of a course per semester.

- b. In the event that a unit member is under-loaded, not able to achieve a Load equal to a Full-time Service Obligation in his/her Primary Discipline because not enough assignments are available in their Primary Discipline, that unit member shall be eligible to take assignments for Load in another discipline for which the unit member meets minimum qualifications (Secondary Discipline—see definition in [Article 1C.1i.](#))

Under normal circumstances, the unit member for whom it is a Secondary Discipline shall receive Load in that discipline after the primary members of that discipline have completed scheduling their Full-time Service Obligations, but before any assignments in that discipline are taken for overload, or offered to Emeritus Faculty or Part-time unit members.

- (1) In the event that a unit member is under-loaded due to the cancellation of an assignment, and that unit member has an overload assignment in a Secondary Discipline, that unit member shall be eligible to convert that assignment from overload to regular Load to meet his/her Full-time Service Obligation.
- (2) Notwithstanding the above, a unit member may fulfill a portion of his or her Full-time Service Obligation with assignments in a Secondary Discipline for which he or she is qualified, even when a full teaching Load is available in the Primary Discipline. In this case, assignments in the Secondary Discipline shall require mutual consent of the unit member, the Vice President of Academic and/or Student Services, the affected appropriate Administrator(s), and the Faculty in both the unit member's Primary and Secondary College-specific Disciplines.

### **10C.1 Full-Service Week**

A full service week usually has a full Instructional Faculty, Counseling Faculty, Library Faculty or Special Assignments Faculty week of five (5) days within the Academic Calendar unless prior arrangements are agreed to in writing by authority of their appropriate Administrator. These prior arrangements may include a four (4) day scheduled assignment, if the appropriate College Vice President certifies that the schedule is consistent with the Discipline Plan submitted to the appropriate College Enrollment Management Committee (CEMC), See [Article 10D.7](#) (Assignments Outside the Fall and Spring Semesters) for assignments outside the one hundred and seventy-five (175) day Academic Calendar.

It is understood that all Full-time unit members are expected to participate professionally in the work of the college and District, which happens five (5) days per week. As such, Full-time unit members may be held accountable to participate in committee and required meetings on campus, on days other than their scheduled assignment days if they have less than a five (5) day on-campus assignment.

## 10C.2 Final Examination Week

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

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

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

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

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

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

The provisions below do not apply if the unit member's primary assignment involves duties as a Coordinator or Special Assignments Faculty person. [See Article 10D.1f](#). Alternative Duty assignments for Instructional Faculty, Counseling Faculty, and Library Faculty which include four (4) or more Calculated A Hours (CAHs) per semester shall be made on the following basis:

- a. The opportunity to perform these tasks shall be reopened every three (3) Academic Years, unless the Faculty Association and District agree to the length of the assignment, with the understanding that one (1) unit member cannot serve

in an alternative duty assignment for more than three (3) Academic Years without reapplying. Continuation in the alternative duty assignment is contingent upon satisfactory performance. [See Appendix](#): Alternate Duty Evaluation Form.

- b. Notification of available positions shall be announced by October 1, with an application deadline of October 31. The timeline shall be negotiated on a case-by-case basis for positions that arise later in the Academic Year. A single list for each college will be coordinated and sent out from the Office of Academic Services that includes a list of all assignments and assignment descriptions and qualifications. If new alternative duty opportunities become available mid-year, the appropriate Administrator will follow the process outlined in this Section.
- c. The appointment to any assignment shall be through the use of a posted assignment description and Internal Review Committee which will make its recommendation to the appropriate Administrator. The appropriate Administrator will coordinate the process. The assignment description will include a statement of assigned duties, responsibilities, expectations, and qualifications. The posted assignment description shall be distributed via email, Faculty mailboxes, and a hardcopy posted in Division offices and other appropriate locations on campus.
- d. The Internal Review Committee will be comprised of two (2) Faculty representatives from appropriate or related discipline(s), one (1) representative from the Academic Senate, and one (1) representative from the Faculty Association, and the appropriate Administrator. The Internal Review Committee shall give serious consideration to “rotating” the alternative duty assignment to other qualified candidates.
- e. Contract and Temporary Leave Replacement (TLR) Faculty hired as Instructional Faculty, Counseling Faculty, or Library Faculty shall not be granted reassign time for the first two probationary contracts. If, however, a Contract or Temporary Leave Replacement (TLR) Faculty person is hired with demonstrable work experience outside of his/her primary assignment, management shall have the option to offer the unit member up to but not exceeding four (4) CAHs of reassign time. See [Article 14B.7](#).

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

- a. **Faculty Senate Presidents, Directors, Chairpersons, Coordinators and Academic Committee Chairs**

- (1) **Eleven (11) Month Assignments**

Effective Fall Semester, 2019, if the appropriate Administrator and eligible Faculty member at Chabot or Las Positas mutually agree to the provisions herein, the Faculty Member will be assigned to an eleven (11) month contract with up to one hundred percent (100%) reassigned time.

It is understood that the eleventh (11<sup>th</sup>) month of service is to be performed outside of the one hundred seventy-five (175) required duty days. The duties for the eleventh (11<sup>th</sup>) month shall not include duties for Professional Responsibilities ([Articles 14C.5](#) and [15C.5](#)) or Office Hours ([Article 10D.3a.](#)). Eligible positions are:

Articulation Officer  
Athletic Director  
Athletic Trainer  
Dental Hygiene Program Director  
Institutional Researcher  
Nursing Program Director  
Tutoring Coordinator

Subject to CalSTRS or CalPERS regulations, Faculty hired in the above positions prior to August 1, 2019, will have the option of electing to serve a ten (10) month contract and be compensated under the provisions of [Article 17B.2](#) for Summer Sessions; Or:

With mutual agreement between the Faculty and appropriate Administrator, Faculty may serve an eleven (11) month position to be compensated at one hundred ten percent (110%) of their salary on the [salary schedule](#). All Faculty assigned to an eleven (11) month contract shall not be allowed to utilize the provisions of [Article 17B.2](#).

If at any time the Faculty member assigned to an above-named position mutually agrees to serve in an eleven (11) month position, their option to exercise the provisions of [Article 17B.2](#) shall be voided and they will be deemed to be assigned to an eleven (11) month contract for the duration of their assignment in that position.

At such time that a future Faculty job opening is to be posted for any of the above positions, it shall be at the discretion of management, as to whether the position is offered as a 10-month or 11-month contract.

**(2) Reassign Time for Faculty Senate Presidents**

The Faculty Senate President at each campus will receive seven and one-half (7.5) Calculated A Hours (CAHs) for both the Fall and Spring semesters and up to two (2) Calculated A Hours (CAHs) for work to be performed during the Summer Session by mutual agreement of the Faculty Senate President and the College President.

**(3) Faculty Senate Clerical Support and Officer Compensation (other than the Senate President)**

Clerical Support or Officer Compensation (other than the Academic Senate President): The Academic Senates at each campus will choose either Option A or Option B for clerical support through a process developed by each Academic Senate.

Option A

During the Academic Year, the District shall provide twenty-five (25) hours per month of clerical support to the Academic Senates at each college campus for the performance of duties including the transcription and preparation of meeting minutes, maintenance of the Academic Senate website, and making copies of Academic Senate materials.

Option B

The Academic Senates at each campus may elect to utilize three (3) Calculated A Hours (CAHs) at the “F” Hour rate to distribute to officers, other than the Faculty Senate President, for the duties in Option A or as needed for Academic Senate work.

**(4) Reassign Time Faculty Senate Committee Chairs**

The Chairpersons/Coordinators of the following Faculty Senate Committees shall be compensated at no less than twelve (12) Calculated A Hours (CAHs) per Academic Year:

Curriculum Chair

The Chairpersons/Coordinators of the following Faculty Senate Committees shall be compensated no less than six (6) Calculated A Hours (CAHs) per Academic Year:

Program Review/Resource Allocation\*  
Student Learning Outcomes Chair

\*May be divided up among subcommittee responsibilities.

The Chairpersons/Coordinators of the following Faculty Senate Committees shall be compensated at no less than four (4) Calculated A Hours (CAHs) per Academic Year:

Professional Development Coordinator

**(5) Reassign Time Districtwide Committee Chairperson**

The Sabbatical Leave Committee Chair shall be compensated no less than two (2) Calculated A Hours (CAHs) per Academic Year.

**(6) Reassign Time for Faculty in Programs with External Accreditation and/or Regulations**

If either Chabot or Las Positas assigns Faculty to the following positions, those positions will be assigned reassign time at no less than six (6) Calculated A Hours (CAHs) per Academic Year. If the Faculty member assigned to a position listed below is compensated above six (6) Calculated A Hours (CAHs) annually, they will be held harmless at their current compensation, based on Academic Year 2018-19.

Assistant Athletic Director (LPC)  
Associate Athletic Director (Chabot)  
Medical Assisting Director (Chabot)  
Fire Service Technology Coordinator (LPC)  
Fire Technology Coordinator (Chabot)  
Paramedic Training Program Coordinator (LPC)  
Viticulture Coordinator (LPC)

## (7) Reassign Time

Every year, each college will be allocated a portion of two hundred fifty (250) Calculated A Hours (CAHs) [equivalent to sixteen and two-thirds (16 2/3) semester Full-time Equivalent Faculty (FTEF)] of reassign time, as part of a pilot program that will sunset on June 30, 2022. The Calculated A Hour (CAH) allocated to each college shall be in the same proportion as that of the College FTES targets set by the District Enrollment Management Committee (DEMC) for the previous Academic Year.

The two hundred fifty (250) Calculated A Hours (CAHs) shall be allocated for core work related to the criteria listed below. It is further understood that work funded by this reassign time allocation will involve work across multiple criterion listed below:

- (a) Curriculum development and/or modification
- (b) Discipline plan and program review development
- (c) Scheduling of classes in coordination with the appropriate Administrator
- (d) Coordinate with the appropriate Administrator on matters of budget; initiation of the purchase of instructional materials and supplies
- (e) Coordinate the maintenance of departmental facilities and the purchase, maintenance, and repair of equipment
- (f) Identify and recommend candidates for the recruitment of all new Part-time Faculty and staff in the department
- (g) Coordinate the peer evaluations for Part-time Faculty
- (h) Coordinate timely completion of Student Learning Outcomes (SLOs) and other course and program assessments
- (i) Coordinate effective modes of communication with Administration, Faculty, staff, students and community on areas of interest to the department and programs
- (j) Faculty advising and major support such as student recruitment, retention, and persistence in accordance with [Article 10D.6](#).
- (k) Coordinate with Faculty and Classified Professionals on disciplines, area and/program needs and concerns
- (l) Conduct data analysis in coordination with the Office of Institutional Research
- (m) Participate in the planning and coordination of Student Centered Funding Formula activities and projects

It is further understood that the Calculated A Hours (CAHs) of reassign time allocated to positions in other sections of [Article 10C.4](#) shall not be funded from the two hundred fifty (250) Calculated A Hours (CAHs) in this section.

Each College will develop a process to distribute the allocated reassign time at their site.

Each College will form a committee for the allocation of the above core work coordination reassign time that will include at a minimum the following members:

Vice President, Academic Services  
Vice President, Student Services  
President of the Faculty Association or Designee  
President of the Academic Senate or Designee

The committee will develop a ranked list of the College's allocation of pilot project core work funds reassign time assignments from the requests at each College based on the need of each division for recommendation to the College President. The College President will approve the final allocation for each College.

Parties agree that this is a pilot program (Reassign Time) that sunsets on June 30, 2022 or until this contract is no longer in effect. The parties agree that an evaluation will be conducted during this contract period to determine by mutual agreement whether this program should continue.

Further, the parties agree that if the District experiences reductions in funding during the Term of this Agreement, the District has the right to re-open Reassign Time. In the event that the parties do not reach mutual agreement on resolving issues, the parties will meet with a mediator to reach resolution. If a resolution is not reached, the program will be discontinued for the duration of the Agreement or until this contract is no longer in effect.

**(8) Grant and Categorically-Funded Reassign Time**

The allocation of two hundred fifty (250) Calculated A Hours (CAHs) reassign time shall not be used to fund reassign time for assignments that are categorical or grant funded. In the event that an assignment funded by a categorical or grant source is no longer eligible for that funding, it shall be permissible for that assignment to be funded from the two hundred fifty (250) Calculated A Hours (CAHs).

**(9) Exclusion of Innovation and Special Projects**

The above reassign time shall not be used to fund innovation or special projects that may arise in the normal workings of the Colleges. Innovation and special project reassign time funds shall come from outside the two hundred fifty (250) Calculated A Hours (CAHs) of reassign time or external sources.

Notwithstanding, each college may augment the above allocations.

**10D. Workload Assignments For Contract, Regular, And Temporary Leave Replacement (TLR) Faculty**

([See Appendix](#): Load Sheet Memo & Sample.)

**a. Dual College Service for Load**

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

**b. Minimum Qualifications**

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

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

If there will be no adverse effect on students or programs during the regular Academic Year, and if mutually agreed upon by the unit member and appropriate Vice President, up to two (2) Summer Session assignments can be counted toward the Academic Year Load requirement. If Summer Session assignments count toward the Academic Year Load requirement, then the unit member shall be credited this entire Load amount resulting in a reduced Load during the Academic Year immediately subsequent to the agreed-upon Summer Session assignment(s) at the unit member's discretion.

Notwithstanding, the unit member will fulfill all of his or her professional obligations during the Academic Year, commensurate with a full Load. This provision applies to Regular unit members only. [See Appendix](#): Summer Assignment: Form for Load Credit.

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

**10D.1 Primary Assignment Hours**

[See Appendix](#): Lab Load - Establishing Eligibility.

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

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

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

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

(1) **Faculty Hour B.1 at 0.75 of a Calculated A Hour** is a classroom teaching hour in technical laboratories, clinics, studios, physical education activities, practice and performance classes, individualized instruction for credit apportionment, and other lab settings not included below.

(2) **Faculty Hour B.2 at 0.80 of a Calculated A Hour** is an hour of line-of-sight supervision of Nursing students in a hospital setting that is accounted for through positive attendance as well as the courses in [Appendix XX](#). Faculty Laboratory Hour B.2 is also assignable to laboratory hours in any discipline in which it is shown that

(a) continual line-of-sight supervision is needed for safety reasons, and

- (b) the level of grading or evaluation of student work necessitates a level of Instructional Faculty’s involvement that significantly exceeds that normally expected for laboratory courses.

Additional courses approved for Faculty B.2 are in [Appendix XX](#).

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

Courses approved for Faculty Hour B.3 are in [Appendix XX](#).

- (4) **Faculty Laboratory Hour B.4 at 0.56 of a Calculated A Hour (CAH)**  
Laboratory classroom teaching hour for individualized instruction for credit, specifically for programs in which individualized instruction is required to meet transfer or accreditation requirements (e.g., applied lessons for transfer programs in Music).

The following provisions shall apply:

- (a) A Discipline offering such as individualized instruction will demonstrate how it meets its productivity goals in its Discipline Plan;
- (b) Unit Members providing individualized instruction will perform such duties on an Overload or Part-time basis.

**Example:** Applied lessons scheduled for 33.5 minutes per week for the duration of a semester are calculated at 0.67 hours per week. Such an assignment thus carries a Load calculation (pay-basis) of:

$$(0.56 \text{ Load Factor}) \times (0.67 \text{ weekly hours}) = 0.375 \text{ CAH.}$$

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

- (6) **Faculty Hour B.5 at 0.625 of a Calculated A Hour (CAH)**  
Laboratory classroom teaching assignments in Basic Skills English which involve writing instruction, specifically in the following courses: English 101A and 102 at Chabot College.

- c. **Faculty Hour C is calculated at either 1.17 or 1.25 of a Calculated Faculty Hour A (CAH).**
- (1) **Faculty Hour C.1** is a classroom teaching hour of 1.17 of Faculty Hour A with a class size of twenty-five (25) students for the courses in [Appendix XX](#).
  - (2) **Faculty Hour C.2** is a classroom teaching hour of 1.25 of Faculty Hour A with a class size of twenty-eight (28) students for the courses in [Appendix XX](#). English 1AEX and 104 at Las Positas College will have a class size of twenty-five (25) students.
- d. **Counseling Faculty Hour D is calculated at 0.60 of a Calculated Faculty Hour A (CAH)**, based on twenty-five (25) scheduled hours per week. Workload requirements are described in greater detail in [Article 10D.4](#). Faculty Hour D is a scheduled hour of assignment of Counseling Faculty for general students and/or special programs. The Counseling Faculty unit member will be required to maintain his or her five (5) hours of weekly professional Counseling Faculty activities and five (5) weekly professional activity hours. (See [Article 10D.3c](#).) If a Full-time, Regular Counseling Faculty unit member's assignment includes the coordination of a related program, the hours spent on this coordination will be calculated as F Hours, with the understanding that F-Hour load subsumes a corresponding portion of the Counseling Faculty unit member's weekly professional Counseling Faculty activities and weekly professional activities.
- e. **Library Faculty Hour E is calculated at .50 of a Calculated Faculty Hour A (CAH)**, based on thirty (30) scheduled hours per week. Workload requirements are described in greater detail in [Article 10D.5](#). If a Full-time, Regular Library Faculty's assignment includes the coordination of a related program, the hours spent on this coordination will be calculated as F Hours, with the understanding that these hours do not count towards the Library Faculty unit member's other obligations. In addition, the Library Faculty unit member will be required to maintain his/her two and one half (2.5) hours of professional Library Faculty activities weekly and five (5) professional activity hours weekly. See [Article 10D.3c](#).
- f. **Special Assignments Faculty Hour F is calculated at 0.40 of a Calculated Faculty Hour A (CAH)**, and is an hour of Special Assignments that is different from the duties of [Article 10D.1a-e](#), above. These duties may involve coordination of programs, projects, research, Faculty and professional development. Any fraction of the primary teaching assignment assigned to the "F" Hour will be subtracted proportionately from the total assignment. -
- g. **Load Factors Specific to Non-Credit Instruction:**
- (Also see [Article 10I](#).) When Faculty Hours G.1 or G.2 are applied to Faculty Load for Full-time Faculty (in accordance with Article 10I.6f.), the Calculated A Hour (CAH) Equivalent Load Value is computed as follows:

$$\text{CAH Load Value} = (\text{Total Hours}) \times (\text{Load Factor}) \div 17.5$$

A single noncredit course can be made up of a combination of G.1 and G.2 hours as determined by the Course Outline of Record. Such combination shall be determined either in the curriculum process, or shall otherwise follow a procedure comparable to how lecture and laboratory hours are established in the curriculum process.

- (1) **Faculty Hour G.1 at 0.75 Load Factor** is a noncredit instructional hour in which Faculty are responsible for facilitating learning in a whole group, small group, laboratory, or individualized environment. Instructors in this category will be expected to do some grading and preparation, as well as to set the activities and structure for all classroom learning experiences. In many instances, students will be expected to do additional preparation or work outside of the classroom. In some instances, the instruction is part of a defined sequence which prepares students for employment or to be successful in college-level credit coursework.
  - (2) **Faculty Hour G.2 at 1.0 Load Factor** is an hour of instruction in a noncredit course that is part of a defined sequence which prepares students for employment or to be successful in college-level credit coursework. Course Hours approved for Faculty Hour G.2 will be expected to qualify for Career Development College Preparation (CDCP) Apportionment. Instructors in this category will provide a similar time commitment and level of preparation and grading as is expected in credit A Hour courses.
- h. **Faculty Tutorial Hour H (No Load Value).** Faculty Hour H is a tutorial hour of an instructor supervised time-on-task that may include group instruction or one-on-one interaction between instructor and student. This instruction may take place in a lab, classroom or other technology supported learning environment, or in clinical and similar settings. Faculty Hour H does not count toward Full-time or Part-time Load, and does not count toward the sixty-seven percent (67%) Load limitation for Part-time Faculty. (See [Article 21G](#) for hourly compensation rates.)
- i. **Definition of Hours**  
Instructional (Teaching) hours consist of fifty (50) minutes; Counseling Faculty, Library Faculty, and Specific Assignments Faculty hours are sixty (60) minutes. Faculty shall conduct class during scheduled class hours as specified in the Class Schedule.
- j. **Distance Education**  
All Distance Education courses being taught for the first time by a particular Instructional Faculty unit member or being taught in a Distance Education format for the first time or being taught for the first time in either of the colleges must be submitted for approval to the appropriate College Curriculum Committee and any additional committee as required by the specific college.

## 10D.2 Specific Assignment Hour Definitions

### a. **Cooperative Work Experience (Work Experience/Internship) Credit**

0.1 Faculty Calculated A Hour (CAH) Credit is given for each student enrolled at census in Cooperative Work Experience courses (94 and 95 at Las Positas; 95 and 96 at Chabot). This compensation will be in addition to any mileage reimbursement provided as the result of required worksite visit(s). Faculty members teaching in the program will adhere to all the conditions set forth in the Cooperative Work Experience Program by the appropriate Work Experience Coordinator (e.g., Orientation attendance once per three (3) years, utilization of standard forms, and other processes and procedures as they relate to the successful administration of the Cooperative Work Experience Program).

### b. **Service Learning**

One (1) unit Calculated Faculty Hour A (CAH) Load credit is given for a weekly one (1) hour lecture in which the class discusses issues in the community, receives training, and participates in reflection activities on their volunteer experience. In addition, 0.75 units of Calculated A Hours (CAHs) are given for every ten (10) students participating in the fieldwork “community service” segment of the course.

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

### c. **Team Teaching**

If more than one (1) Instructional Faculty unit member is assigned to a class, the Instructional Faculty unit members will apportion the Load credit unless sections are combined to produce a proportionate increase in class size. In multiple team teaching situations where more than one (1) Instructional Faculty unit member is assigned to teach and be present in the class, Load credit shall be given according to the time each is assigned and present in the class. See Article 14C.6 for textbook requirement.

### d. **Colloquium**

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

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

### e. **Coaches** see [Article 21J.1.](#)

### 10D.3 Other Assignment Hours

#### a. Office Hours

##### (1) **Obligation**

Full-time unit members whose Load is one hundred percent (100%) teaching shall have five (5) scheduled office hours per week during the Academic Year. Of the five (5) scheduled office hours a maximum of two (2) scheduled hours may be virtual. Of the five (5) scheduled office hours a minimum of three (3) hours shall be held on campus. Unit members whose teaching Load in a given semester is less than one hundred percent (100%) shall have their office hours obligation reduced proportionately to their teaching assignment at the ratio of one (1) office hour for every three (3) Calculated A Hours (CAHs) of instruction. For instance, if a Full-time unit member's teaching Load is nine (9) Calculated A Hours (CAHs), then the unit member shall have three (3) scheduled office hours per week during that semester.

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

*Example:*

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

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

##### (2) **Summer Session**

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

##### (3) **Procedures**

Office hours should be structured to serve the students' needs (*e.g.*, proximate to class time, meeting the needs of student availability, and mapped to the work flow of classes).

(a) Office hours must be listed in the syllabus.

(b) Office hours must be consistent from week to week, unless students are notified of any change, the workday prior to the change.

(c) Up to forty percent (40%) of office hours can be virtual (*e.g.*, phone, video conferencing).

(d) Up to two (2) office hours can be scheduled for each work day.

(e) Office hours can be offered Monday through Saturday, or Sunday by mutual agreement with the appropriate Administrator.

(f) Office Hours can be held between 8:00 a.m. and 10:00 p.m.

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

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

**(5) Distance Education Courses**

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

**(6) Split Assignments**

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

**b. Two (2) Required College Hours or Other Forums**

The colleges may institute College Hours or some other forums to enable all Faculty, Administrators, and students to be able to meet with the Chancellor, Vice Chancellors, Presidents, Faculty Senate, Faculty Association, divisions, subdivisions, and/or college-wide committees on a regular basis. Full-time unit members will make themselves available for meetings during these times, and these meetings shall be deemed part of the five (5) required Professional Activity Hours described in Section c [[Article 10D.3c](#)] below.

**(1) Required Division and "Town Hall" Meetings**

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

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

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

- (1) attend and participate in Faculty meetings, Division meetings, subdivision and/or task force meetings, Chabot College Hour activities and/or Las Positas Town Hall meetings;
- (2) hold memberships in the Faculty Senates, and/or College or District committees;

(3) participate in program and subject area improvement tasks such as program review, accreditation, creating and assessing Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs), Program Level Outcomes (PLOs), articulation, and mentoring Contract (non-tenured) and Part-time Faculty;

(4) meet deadlines in submittal of grades and Census Reports - see [Article 1C.1cc.](#) for Census definition;

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

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

(6) special responsibilities that may be appropriate to a particular unit member's assignment, such as attending advisory committee meetings, or maintaining contacts with other educational institutions, organizations, businesses or industry;

(7) advising student clubs or activities, or other student mentoring;

(8) outreach activities to other educational segments and the community;

(9) tasks related to the coordination of a program or discipline that are not otherwise compensated through Reassign Time.

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

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

**d. Exception to Committee Service**

(1) Any Full-time unit member may choose to receive prior required training and then participate in four (4) Part-time Faculty unpaid evaluations in one semester, in lieu of serving on a standing committee for the semester. Evaluation training sessions shall be conducted on an annual basis as described in [Article 18I.8.](#) Evaluators must be appointed by the appropriate Administrator.

(2) See [Article 14C.5e.](#)

**10D.4 Counseling Faculty Workload**

**a. Hours Per Week**

The Counseling Faculty Assignment shall consist of twenty-five (25) hours of direct scheduled counseling, plus five (5) additional hours of professional Counseling Faculty activities, and five (5) hours of professional activities as described in [Article 10D.3c.](#)

The five (5) hours of professional Counseling Faculty activities include: additional preparation; follow-up and electronic mail involving student contact; program development; professional development; counseling workshop preparation; and liaison with high schools, instructional divisions, and other college groups.

**b. Scheduled Counseling Hours**

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

- (1) Appointment Counseling Faculty Hours are scheduled on the basis of an average of two (2) per hour except for when such tasks may necessitate additional time, up to one (1) hour, as determined by the appropriate Administrator in consultation with the Counseling Faculty.
- (2) Drop-In Counseling Faculty Hours are scheduled on an “as needed” basis for needs other than Specific Appointment Counseling Faculty Hours.
- (3) Orientations are repetitive presentations to new and returning students.
- (4) If students scheduled for Appointment Counseling leave early or miss appointments, Counseling Faculty shall follow Counseling Department procedures as determined by the appropriate Administrator in consultation with the Counseling Faculty.

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

- (1) Professional Activities see [Article 10D.3c-d](#).
- (2) When Counseling Faculty perform credit instruction for Load, their regularly scheduled counseling hours shall be reduced commensurately, excepting for that which is accounted as a workload residual in accordance with [Article 10D.9](#). For the purpose of this provision, one (1) Calculated A Hour (CAH) is equivalent to 29.16 cumulated scheduled counseling hours, or 1.67 hours per week over the duration of a 17.5 week semester. [e.g., a 3 Calculated A Hour (CAH) credit assignment displaces five (5) weekly Faculty Hour D (“D” Hour).]

It is understood that the office hours associated with the credit assignment shall be subsumed by, and served concurrently with, the five (5) hours of professional Counseling Faculty activities defined in [Article 10D.4a](#). In all cases, the Counseling Faculty member shall maintain his/her five (5) professional activity hours.

- (3) If a Regular, Contract, or Temporary Leave Replacement (TLR) Counseling Faculty unit member’s assignment includes the coordination of a related program, it is understood that the associated “F” Hours per week, combined

with student contact hours (“D” hours) may exceed 25 hours per week. While there is a clear expectation that the coordination portion of the Faculty member’s duties carry the presumed 2.5 weekly hours per CAH (or 1.5 “F” Hours per “D” Hour) commensurate with an Alternative Duty assignment, Counselor-Coordinators shall not be required to have more than twenty-five (25) total scheduled weekly hours, (i.e., the remainder of coordinator duties will be performed on a non-scheduled basis.)

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

The Administrator(s) with supervisory responsibilities for each College’s Counseling Faculty Department(s) (including EOPS, DSPS, CalWORKS, or any department that contains Full-time Counseling Faculty) will, with the input of Counseling Faculty therein, produce a Master Schedule for the Summer Session and Fall Semester by the end of the first full week of April, and for the Spring Semester by the end of the first full week of November. Counseling Faculty will provide the appropriate Administrator with their input at least ten (10) working days prior to the above deadline dates for the Fall, Spring and Summer Terms. Once developed, Master Schedule changes may be made as determined by the appropriate Administrator in consultation with the Counseling Faculty.

**e. Master Schedule Assignment**

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

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

**10D.5 Library Faculty Workload**

**a. Hours per Week**

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

**b. Scheduled Library Faculty Hours**

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

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

**c. College Hours**

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

**d. Overloads and Workload Banking**

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

**10D.6 Student Advising by Non-Counseling Faculty**

- a. Faculty advising may be undertaken by Instructional Faculty only with the approval of the Administrator responsible for supervision of the Counseling Faculty. The approval of the appropriate Instructional Administrator must be obtained prior to requesting approval from the Administrator responsible for supervision of the Counseling Faculty.
- b. Faculty or Library Advisors may only advise students who are majoring in their respective teaching area(s).
- c. Faculty Advisors must be specifically trained for this role, so as to not duplicate counseling services (*i.e.*, Student Education Plans).
- d. Faculty advising must be cost neutral.
- e. Faculty advising could be used to fulfill a Load deficit.
- f. Faculty advising will be performed on a voluntary basis, not as a requirement.
- g. Faculty advising approved for Load will be compensated in accordance with Special Assignment Faculty Hour F ("F" Hour).

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

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

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

In the case of Counseling Faculty, the District will have certain rights of assignment outside the Fall and Spring Semesters as enumerated below. In no case will the total number of assigned days exceed one hundred and seventy-five (175) including required College Days, Convocation Day, and orientation. In the event any unit member is required to work more than one hundred and seventy-five (175) days, the unit member shall have the right to receive overload pay according to the Schedule of Part-time Faculty Service Rates. Any portion of the assignment not compensated as overload shall count as a workload residual in accordance with [Article 10D.9.](#)

The appropriate Administrator responsible for the Counseling Faculty may require Counseling Faculty to work for Load outside of the Fall and Spring Terms. In these cases:

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

## **10D.8 Exclusions**

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

## **10D.9 Workload Residuals For Continuing Contract Or Regular Faculty**

See [Article 21F.3d.](#) and [Appendix](#): Load Sheet Memo & Sample.

When an overload assignment is incurred, the unit member can choose to place all or part of the extra Calculated A Hours (CAHs) accordingly:

- Into a Non-Banked Carry-over Account, subject to the restrictions below;

- Into a Banked Account, subject to the restrictions in [Article 12-2A.2](#);
- Be paid cash according to the [Part-time Faculty Salary Schedule](#) for all or part of the overload assignment; and/or Non-Banked Carry-Over.

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

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

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

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

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

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

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

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

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

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

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

**10D.10 Overloads**

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

- a. The additional duties that comprise an overload may be additional days beyond the one hundred and seventy-five (175) day maximum for Fall and Spring Semester assignments;

or

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

- b. Regular and Contract unit members shall request in writing an overload assignment for the following Academic Year, Summer Session, and/or Inter-session by the end of the first week of December. The request shall specify each Term desired for overload. If the unit member fails to declare his/her interest in an overload assignment by the deadline herein, then the contractual assignment based on preference may be forfeited for that Semester, Summer Session, and/or Inter-session.
- c. Regular and Contract unit members shall have priority over Part-time unit members for performing Inter-session, Summer Session or overload assignments based on their minimum qualifications up to the contractually authorized limit of overload defined in [Article 10D.11](#) below. Rotational seniority may be invoked at a unit member’s request, as described in items (d-e) below, or in [Articles 10D.4e](#), or [10D.7c](#), for Counseling Faculty.

Temporary Leave Replacement (TLR) unit members shall receive overload, Summer Session or Inter-session assignments according to the procedures listed in [Article 18B.1e](#), for Part-time unit members. Regular, Contract and Temporary Leave Replacement (TLR) unit members will be compensated according to the Schedule of Part-time Faculty Service Rates for all overload work.

- d. The first round of assignments for overload shall go to unit members in the Primary Discipline. The second and subsequent rounds of assignments shall be open to all unit members who possess the minimum qualifications, including unit members for whom the discipline is secondary, provided the unit member has requested an overload assignment in the indicated discipline in accordance with item (Article 10D.10b.) above.
- e. If two (2) or more Regular or Contract unit members request assignment to the same course and section and cannot arrive at a consensus as to who will receive the assignment, the most senior unit member who has not taught the course in

the longest time for overload shall receive the assignment. If no unit member requesting the same assignment has taught the course in the past, then the most senior unit member shall receive the assignment. This provision notwithstanding, if rotational seniority is requested by a Contract or Regular unit member, then each eligible unit member shall have the right to choose an assignment, in order of seniority (initially determined by date of hire) until either all the assignments are taken, or all unit members are assigned the desired amount of overload per [Article 10D.11](#). The written request shall be specific to: (a) the Academic Year (Fall and Spring Semesters); (b) Summer Sessions; or (c) Inter-sessions. The process shall proceed as follows:

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

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

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

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

- f. Temporary Leave Replacement (TLR) unit members shall be eligible for overload, Summer Session, or Inter-session assignments according to [Article 18B.1e](#), after Part-time unit members receive assignments. The above processes of rotational seniority and requesting assignments shall be followed if invoked.

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

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

The total from the workload banking, overage, and the overload for hourly pay shall not exceed fifty percent (50%) or two classes (including large lecture classes) whichever is greater not to exceed sixty percent (60%) of a Full-time Load. The overload limit described herein is an annual aggregated total for both Fall and Spring semesters. This includes Special Assignments workload equivalents, or alternatively, a single class that is greater than fifty percent (50%) of a Full-time Load. See [Article 10D.9](#) for overage reference. [For example, an eight and a quarter (8.25) Calculated A Hours (CAHs) lab science class that consists of a lecture that breaks into two (2) laboratory sections is considered a single class for the purpose of this provision.]

Additionally, overload may occasionally exceed the limits specified above by mutual agreement of management and Faculty, or if all existing Part-time Faculty have an assignment consistent with [Article 18](#), or if programmatic needs require. Under no circumstances shall overload exceed fifteen (15) Calculated A Hours (CAHs) in any given Term, or three (3) classes not to exceed eighteen (18) Calculated A Hours (CAHs). This includes Summer Session and Inter-session.

- a. See Articles [12-1A.3h](#) and [18B.1e\(2\)](#). Unit members on Sabbatical Leaves of Absences have not entitlement to be offered overload assignments before hiring Part-time Faculty.

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

In order to determine overload limits for Non-Instructional Faculty, irrespective of whether the overload includes an instructional component, the non-instructional hours shall be converted to Calculated A Hours (CAHs) as provided below, and the fifty percent (50%) Load limit described in [Article 10D.11](#) shall apply to the aggregated Load from both instructional and non-instructional elements. It is understood that unit members may elect to apply any Calculated A Hours (CAHs) defined herein to workload banking in accordance with [Article 12-2](#).

#### **a. Faculty Hour D [“D Hour”] (Counseling Faculty)**

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

#### **b. Faculty Hour E [“E” Hour] (Library Faculty)**

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

c. **Faculty Hour F [“F” Hour] (Special Assignments Faculty)**

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

**10E. Class Size**

**10E.1 Distance Education Impact**

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

**10E.2 Minimum Class Size**

The class size for credit classes shall normally be no fewer 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) students enrolled may be made by each college. Factors to be considered in deciding which class may be allowed with fewer than twenty (20) enrollments include:

- a. Classes required for graduation, for a major, or for a career;
- b. Classes offered in limited capacity classroom or laboratory facilities;
- c. Classes subject to statutory or State regulations mandating class size;
- d. Initial pilot or experimental offerings for their first and second presentations;
- e. Contracts with outside agencies under which the District agrees to provide instruction;
- f. Classes in which the enrollment was targeted below the contractual minimum class size as part of a Discipline Plan which fulfills the recommended Weekly Student Contact Hour/Full-time Equivalent Faculty (WSCH/FTEF) target established by the College Enrollment Management Committee (CEMC) - see [Article 26: Enrollment Management](#);
- g. The District and the Faculty Association will negotiate over any increase in minimum class size.

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

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

In accordance with the Division Discipline Plan (see [Article 26E.4](#)), a unit member may elect to schedule a Large Enrollment Lecture Section. The unit member may receive support from the College Enrollment Management Committee (CEMC) in the following areas: enrollment analysis, student success analysis (i.e., retention, grades, and persistence), classroom strategies, and training for effectively using support staff. In the event that more unit members wish to teach large sections than there are suitable rooms available, a rotational schedule shall be used. All large lecture classes must be

pre-approved and scheduled with mutual agreement of the unit member, the appropriate Administrator, and the appropriate Vice President, Academic Services.

The unit member may be provided additional student assistant time, additional supplies, or other class support. This additional support will be agreed upon with the appropriate Administrator at the time the class is scheduled and will be proportional to the class size at Census. See [Article 1C.1.cc.](#) for Census definition.

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

Compensation shall be according to the following chart:

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

<b>Load Factors for Large Lecture Classes</b>	
<b>Class Size at Census</b>	<b>Pay/Load Factor</b>
55	1.10
60	1.20
65	1.30
70	1.40
75	1.50
80	1.60
85	1.70
90	1.80
95	1.90
100	2.00
105	2.10
110	2.20
115	2.30
120	2.40
125	2.50
130	2.60
135	2.70
140	2.80
145	2.90
150	3.00

#### **10E.4 Maximum Class Size**

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

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

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

The standard maximum class size for Communication Studies 1 is thirty (30) students.

The standard maximum class size for World Languages lecture classes is thirty-five (35) students at the beginning/elementary (1A/1B) level, and thirty (30) students at the intermediate/advanced (2A/2B) level.

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

No class enrollment may exceed the room occupant limits established for each individual classroom. Enrollments that exceed occupant limitations shall be immediately reported to the unit member's appropriate Administrator.

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

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

#### **10F. Distance Education**

(See [Article 9L.8](#))

(See [MOU](#): Conversion of Blackboard Course Management System to Canvas)

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

Distance Education is defined as a course of instruction, education or training where the Instructional Faculty member and the student are separated geographically. Distance Education classes where fifty-one percent (51%) or more required instructional time shifts from in-class to geographically separated instruction shall be considered online classes for evaluation purposes. [See Appendix](#): Evaluation: Student Response to Instruction Form - Online Class, Evaluation: Observation of Instruction Form - Online Class.)

Communication between the Instructional Faculty member and the student is made through one (1) or more technological devices. It is understood that Distance Education classes shall not exceed the negotiated standards for a comparable face-to-face course.

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

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

in the Federal copyright laws. Any use of these materials without the consent and/or written authorization of the originating unit member is prohibited. See [Articles 27B.1](#) and [27B.2](#).

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

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

Full-time and Part-time unit members who originate the first version of a new fully online Distance Education course shall be guaranteed to teach that course for at least two (2) consecutive semesters in which that course is offered by the District.

Faculty who have created a fully aligned OEI course are guaranteed the right to teach a section of this course for the two (2) terms when it is next offered on the course schedule, and when it is available based on the provisions of this Agreement. In the event that another instructor is already assigned a section of this course to be taught on the OEI exchange, and it is within the guaranteed two (2) assignments described above, then the instructor who has subsequently approved will receive an assignment only as it is available or after the guaranteed two (2) assignments are given to the initial instructor.

- a. Instructional Faculty members teaching Distance Education courses shall be evaluated with the negotiated form for said purpose. ([See Appendix](#): Evaluation: Student Response to Instruction Form - Online Class, Evaluation: Observation of Instruction Form - Online Class.) Unit members shall be evaluated during their first Distance Education course.
- b. The Web Portal shall be available for the Online Instructional Faculty members to be evaluated by the students in the Online classes.
- c. Unit members' working hours shall be reasonable. Unit members shall not be required to instantaneously respond to student inquiries, or to respond during otherwise duty-free time. Unit members are encouraged to establish fixed hours for receiving and responding to student communications or to hold virtual office hours proportionate to the online teaching load.
- d. No unit member shall be displaced because of Distance Education courses.
- e. No Distance Education work shall be offered to persons not employed within the Faculty bargaining unit.
- f. No work traditionally performed by unit members shall be awarded to other institutions outside the OEI consortium for transmission to Chabot-Las Positas Community College District students by electronic means.
- g. Unit members shall have the opportunity to teach up to sixty percent (60%) of their regular Load in online Distance Education format (as defined in [Article 10F.1](#), above). With approval from the appropriate Administrator, a unit member may teach more than the limit herein in online Distance Education format, on the basis of program need.

- h. Online Course Evaluation Process And Pay see [Article 21C.1g.](#):
- (1) These guidelines and specifications shall inform how online courses are assessed, for the purpose of fulfilling the normal Faculty performance evaluations described in Articles 14F, 15F and 18I. It is understood that this process is separate and independent to the CVC-OEI Peer Review described in Article 10F.4(f), which fulfills a different purpose. Neither process shall inform the results of the other.
  - (2) The pay for an online course evaluation shall be as specified in [Article 21C.](#)
  - (3) An online course evaluation shall normally involve a brief “tour” of the online class with the evaluatee, as well as an availability for the evaluator to observe the class. By mutual agreement between the evaluator and evaluatee, the tour and follow-up meeting (to discuss the results of the evaluation) may take place virtually, such as ConferZoom, Skype, or similar media.
  - (4) By the end of the second full week of each Fall and Spring Semester, the Vice President, Academic Services at each college shall identify a list of the online unit members to be evaluated and the evaluators and provide the list to the appropriate Administrators and Faculty Association for implementation. The unit members to be evaluated should include Regular (tenured) unit members due for a review [if one (1) of the courses their Peer Review Committee chooses to evaluate is online], Part-time Faculty due for a review [if teaching online], and all Instructional Faculty teaching online for the first time. See [Article 14D](#) for Contract (Untenured) Faculty Evaluation Timeline.
  - (5) Qualification as an online evaluator is dependent upon participation in online evaluation training. Training sessions for performing evaluations shall be conducted each semester at each college by the District and the Faculty Association. The Faculty Association will provide a list of qualified evaluators and make this list available to the Office of Academic Services.
- i. Unit members shall be empowered to drop and add students back into an online class electronically, and without filing a hardcopy form with Admissions and Records. See [Article 9L.6](#)
- j. The District shall notify the Faculty Association and the Instructional Faculty unit member of Record of any plan to enter a Distance Education course for evaluative or disciplinary reasons. Prior knowledge of the entry, though not necessarily consent to the entry, is a requirement.
- k. It is understood that the District performs captioning for videos in Distance Education classes for the purpose of providing reasonable accommodation to students with special needs in online courses. It is further understood that these District efforts shall not include any other purpose, such as evaluation of unit members.

## 1. Evaluation of Distance Education Instructional Faculty

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

- (1) Qualification of an evaluator shall follow the terms of [Article 10F.3g.\(3\)](#) above and is dependent upon the training described therein.
- (2) The evaluator shall meet in person or virtually with the evaluatee to become oriented to the course. This meeting shall follow the terms of [Article 10F.3g.\(1\)](#) above.
- (3) The evaluator shall be added to the course with “student access” as opposed to “instructor access”. The evaluator shall have access to the course site for a maximum of twenty-four (24) hours unless the evaluatee voluntarily agrees to extend this time limit. At the pre-arranged observation time, the evaluatee will add the evaluator into the course site. The evaluatee will also remove the evaluator using the same method. It is the responsibility of the evaluatee to remove the evaluator’s access to the course to meet the agreed-upon time frame for the observation. The evaluatee shall not block access to the course site earlier than twenty-four (24) hours.
- (4) The evaluator shall use for the purpose of evaluation the equivalent of one (1) weeks’ worth of course content, which may be reflected in one module or whatever reasonable equivalent exists in the specific course. The observation report shall be focused on this one week or module.

The evaluator shall be provided access to the course syllabus, discussion boards, and relevant exams as well as any other relevant materials related to student learning for the week or module being observed. It is assumed that the evaluator shall have access to all general course information available to students in the course menu.

### **10F.4 Participation in the CVC-OEI Consortium**

In consideration of Faculty participation in the implementation of the OEI exchange, it is agreed as follows:

#### **a. Faculty Creating or Preparing Courses for the OEI Course Exchange:**

One (1) or more Faculty at each campus will volunteer to complete the course alignment peer review process, with the first course(s) available for enrollment no sooner than in Spring 2019. Participation in the course exchange is voluntary and instructors will decide whether they wish to undertake the substantial effort required to align their class(es) with the OEI Course Design Rubric.

The OEI determines eligibility of courses for the exchange and thus the review process. As of June 2018, ADT, IGETC, and CTE classes are eligible; each class must be fully online and have been taught in Canvas at least one (1) Term prior to becoming eligible to submit for review.

- b. The District shall earmark the balance of the \$150,000 allotted to the Canvas conversion in the Memorandum Of Understanding (MOU) dated September 2016 as initial funding to pay Faculty who elect to complete the OEI course exchange review and alignment process. These funds will be divided equally between the two campuses for the period of the contract. After June 30, 2022, any unspent funds will be available for use to either campus, within the guidelines of the September 2016 MOU.

To be eligible for compensation under this provision, the course has to be eligible for the OEI exchange.

- (1) For aligning an existing Canvas course with the OEI rubric and approval for the exchange, Faculty members will be paid thirteen (13) hours at the “F” Hour rate. Each Faculty member will be eligible to receive the compensation for the initial completed and aligned course. Each subsequent class aligned by the same instructor will be paid seven (7) hours at the “F” Hour rate.
  - (2) Faculty will be paid when the course is aligned to the CVC-OEI Course Design Rubric as determined by the CVC.
  - (3) Faculty who have created a fully-aligned OEI course are guaranteed the right to teach a section of this course for the two (2) Terms when it is next offered on the course schedule, and when it is available based on the provisions of this Agreement. In the event that another instructor is already assigned a section of this course to be taught on the OEI exchange, and it is within the guaranteed two (2) assignments described above, then the instructor who was subsequently approved will receive an assignment only as it is available or after the guaranteed two (2) assignments are given to the initial instructor.
  - (4) Faculty will have full academic freedom in development of their course(s). Completed course(s) will be the intellectual property of the instructor in accordance with [Article 27A.1](#).
- c. Faculty will submit an application to convert courses by their discipline for OEI exchange online instruction on a voluntary basis. Applications will be approved by the appropriate Administrator at the Administrator’s sole discretion after consultation with the discipline coordinator and the Vice President of Academic Services. (See [Appendix](#): Online Education Initiative (OEI) Course Alignment Application [for Payment] Form.)
  - d. Since OEI course alignment is a combination of course and instructor being approved for the exchange, OEI courses are not subject to bumping as described in [Article 9A.3b](#).
  - e. In the event that multiple OEI aligned sections of a course are available, course assignments shall be made according to the provisions of Article 9A and [Article 18B](#). OEI aligned courses can be assigned according to the appropriate Administrator’s discretion over and above allotment described in [Article 18B.1g](#).

- f. **Peer Review Team.** Faculty peer reviewers will be identified and trained to review courses for alignment to the OEI exchange. These individuals will complete peer review training as described in the OEI process.
  - (1) The peer review process is not part of Faculty evaluation and will not be considered in the College’s Faculty Evaluation Process.
  - (2) Total compensation available for peer review will be five (5) “F” Hours per evaluation, unless review compensation is part of the Faculty member’s pay.
- g. **Training and Support.** Faculty members are encouraged to participate in training and support as they prepare courses for the OEI exchange and alignment with the OEI Course Design Rubric.
 

Nothing above is intended to limit Faculty from obtaining support through Professional Development for matters related to online instruction, or to limit the use of FLEX resources to provide additional workshops and participation support related to the implementation of the OEI Course Exchange.
- h. **Change in Regulations from the CVC-OEI.** In the event that there is a change in the regulations for OEI consortium participation or course enrollment from the CVC-Online Education Consortium, the Faculty Association and the District agree to meet and negotiate the impact effects of any relevant changes.

**10G. Dual Enrollment And Other Community Partnership Agreements**

(See [MOU](#): Dual Enrollment and Other Community Partnership Agreements)

The District shall negotiate all impact issues of Dual Enrollment and other Community Partnership Agreements with classes at off-campus sites that propose to alter wages, hours, and working conditions of employment from what has been agreed in Section 10G.1 and across the Contract between the District and the Faculty Association.

**10G.1 Dual Enrollment And Other Community Partnerships Agreements With Off-Campus Sites (DECPA) For Credit Classes**

There is a limited practice of offering classes for credit under Dual Enrollment or any other Community Partnership Agreements. Some of these classes have been offered for apportionment at local high schools to the local student population by Chabot-Las Positas Faculty. The local venue for the DECPA classes has often had a different Academic Calendar than that of the Chabot-Las Positas Community College District (CLPCCD). This Section applies to DECPA courses.

In consideration of the potential for CLPCCD Faculty to be teaching DECPA classes as described above, the Parties agree to the following:

- a. The CLPCCD Faculty shall be apprised of any different Academic Calendar in advance of taking the assignment. CLPCCD Faculty shall be paid overload according to the [Schedule of Part-time Service Rates](#) (within the Faculty Salary Schedule), if the DECPA assignment requires more than one hundred and seventy-five (175) days of instruction.
- b. DECPA assignments shall be completely voluntary. As a general rule, untenured, Contract Faculty will not be asked to teach a DECPA class.

- c. CLPCCD Faculty shall have the same number of instructional hours per DECPA course as their on-campus Faculty counterparts. To wit: If one on-campus course meets for fifty-four (54) hours during a semester, then the same course offered under DECPA shall meet for fifty-four (54) hours.
- d. [Article 18B.1e](#) shall be followed. Distribution of assignments shall be as follows:
  - (1) To all Contract, Regular and Temporary Leave Replacement (TLR) Faculty for Load.
  - (2) To Contract and Regular Faculty for overload for extra pay and Summer/Inter-session.
  - (3) To retirees with Emeritus status at District discretion.
  - (4) To existing or newly hired Part-time Faculty in order to fulfill program needs according to seniority provisions in [Article 18B](#).
  - (5) To Temporary Leave Replacement (TLR) Full-time Faculty for overload.

Under [Article 18B.1g](#), the appropriate CLPCCD Administrator may include any assignments of Part-time Faculty to DECPA courses in the twenty percent (20%) allocation he/she has for discretionary assignments.

The [Part-time Faculty Assignment Preference Form](#) shall be consulted by the appropriate CLPCCD Administrator before making off-campus site assignments to Part-time Faculty.

- e. The Discipline Plan process articulated in [Article 26](#) shall be consulted. DECPA classes shall not replace a regular class on the CLPCCD schedule for either college.
- f. When DECPA classes are to be held at a high school location, CLPCCD Faculty assigned to the classes shall be trained in the specific regulations and required interventions related to the safety of the minor students at the high school site in advance of the start of the classes.
- g. The Faculty assignments shall be determined exclusively by either Chabot College or Las Positas College according to the Contract between the District and the Faculty Association. High School and Community Partners in DECPA shall not have any rights in this determination.
- h. The CLPCCD pay shall be according to the appropriate Salary Schedule in this Agreement, either the [Full-time or Part-time Faculty Salary Schedule](#).
- i. Limits on assignments of Part-time Faculty shall follow the Sixty-seven Percent (67%) Law as articulated in [Article 18C.1](#).
- j. The class size shall not exceed the Contract limits. [Article 10E.4](#) states that the standard lecture class size is forty-four (44) unless limited to less and the standard lecture class size in Mathematics is thirty-five (35) unless limited to less. If the class is in English, it shall not exceed the Contract standards of [Article 10D.1c](#), (1), (2), or (3).
- k. If the class is offered for Distance Education, then [Article 10F.3](#) shall be followed.
- l. The evaluation of CLPCCD Faculty at off-campus sites shall follow the appropriate Article in this Agreement. High School and Community Partners in DECPA shall have no rights with respect to the evaluation of Faculty.

- m. It is the exclusive option of the CLPCCD Faculty, in collaboration with CLPCCD Management, to determine if they will serve office hours at the off-campus site. Part-time Faculty shall be paid for office hours according to [Article 21G.1](#). Regular, Contract, and Temporary Leave Replacement (TLR) Faculty shall have off-campus site office hours credited as part of their Load.
- n. If the Faculty person assigned to an off-campus site for a DECPA class serves office hours as part of his/her assignment, then the office shall be at the off-campus site and shall be part of the Faculty person's duty day so as not to require an extra trip to the off-campus site for the office hour.
- o. There shall be no obligation for the CLPCCD Faculty assigned to a DECPA class to participate in any special projects inherent to the off-campus site.
- p. The CLPCCD Faculty assigned to DECPA classes will teach their courses according to their course outline of record and their own syllabus. High School and Community Partners in DECPA shall not dictate the course content or the methods or modes of instruction or grading.
- q. Notwithstanding the requirements of [Article 8C.4](#), final grades shall be due not less than seventy-two (72) hours after the DECPA class final exam has been scheduled.

For historical purposes:

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

#### **10H. Assignment Outside of the One Hundred and Seventy-Five (175) Required Duty Days**

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

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

If a unit member has already earned his/her Variable Flex Day service for the given Academic Year, or if there is no Variable Flex Day in that Academic Year's Calendar, then said unit member shall be compensated at the "F" Hour rate stated in [Article 21G.2](#). It is understood that prior management approval is needed to qualify for "F" Hour compensation. See [Article 29B.b](#). for Variable Flex.

#### **10I. Noncredit Instruction**

All noncredit Instructional Faculty shall be afforded the working conditions and Unit Member rights as are granted to credit Instructional Faculty in this Collective Bargaining Agreement. All rights and responsibilities of Instructional Faculty in this Agreement shall be accorded to noncredit Instructional Faculty. Noncredit Instructional Faculty shall be hired, assigned, and evaluated pursuant to the guidelines described in this Agreement. Instruction that generates noncredit Full-time Equivalent Student (FTES) apportionment shall be taught or supervised by Unit Members.

### **10I.1 Assignments**

- a. The current [\*Minimum Qualifications Handbook for Faculty and Administrators in the California Community Colleges\*](#) adopted by the California Community Colleges Board of Governors, and subsequent editions adopted, shall be used to determine the minimum qualifications and Faculty Service Areas (FSAs) for noncredit disciplines.
- b. Each college will maintain a list of noncredit disciplines under which noncredit courses will be offered.
- c. Noncredit teaching assignments will be made in the same manner as described for credit courses.
- d. Beginning in Fall Semester, 2018, the Full-time Faculty application for addition of secondary Faculty Service Areas (FSAs) will include noncredit disciplines.
- e. Each noncredit discipline will have a Seniority List separate from any Seniority List or status in credit instruction.

### **10I.2 Class Size**

Class size and class cancellations for noncredit classes shall be determined in the same way that credit class size and cancellations are determined under this Agreement.

### **10I.3 Reporting Student Attendance**

Each noncredit Instructional Faculty will be responsible for recording, maintaining, and submitting student attendance records as required by the State for Positive Attendance Accounting for Full-time Equivalent Students (FTES) apportionment. The specific requirements and processes will be determined by the District in collaboration with the Faculty Association (FA).

### **10I.4 Productivity And Full-time Equivalent Student (FTES) Targets**

The annual process for setting productivity and Full-time Equivalent Student (FTES) Targets will specify targets for noncredit instruction separate from credit instruction.

### **10I.5 Change In Regulations From The State**

In the event that there is a change in the regulations for noncredit instruction brought about by the State, including changes in the Full-time Equivalent Student (FTES) apportionment rates, the Faculty Association (FA) and the District shall agree to meet and negotiate the impact effects of any relevant changes.

### **10I.6 Step Advancement and Load Limitations**

Equivalent Load values, expressed in terms of Calculated A Hours (CAHs), shall be established for Faculty Hours G.1 and G.2, for the purposes of accounting for the impact of noncredit instruction in:

- a. Application of Noncredit instruction to the fulfillment of Full-time Load obligation;
- b. Full-time Overload Limitations defined in Article 10D.11;

- c. Observance of the Sixty-Seven Percent (67%) Law, and Limit of Assignments for Part-time Faculty, defined in [Article 18J.1](#);
- d. Qualification for medical benefits for Part-time unit members in accordance with Article 20A.6;
- e. Step Advancement for all Part-time and Overload work, in accordance with Article 21I; and,
- f. Allowing for autopay for noncredit classes on a per-CAH basis. For such purposes, noncredit hours shall not be viewed differently and shall carry equivalent Load values as follows:

For Faculty Hour G.1 (Load Factor 0.75): 1 CAH = 23.33 Hours.

For Faculty Hour G.2 (Load Factor 1.0): 1 CAH = 17.5 Hours

For Faculty who perform both credit and noncredit instruction, noncredit CAH shall be combined with other CAH for the purpose of determining Load limits and eligibilities indicated in items a.-e. above. It is understood that Faculty Hour H [“H” Hour] (Tutorials) are exempt from this provision, and shall not count towards the purposes defined herein.

Full-time Faculty noncredit teaching assignments should be performed on an overload basis, to the greatest extent possible. Notwithstanding, no more than twenty percent (20%) of total Full-time Equivalent Faculty (FTEF) of Full-time Faculty in that discipline may be taught in noncredit, unless mutually agreed by Faculty and the appropriate Administrator.

### **10I.7 Mirrored Classes**

In the case that a college offers a “Mirrored Class,” where both noncredit and credit students are present, the class shall be staffed by an Instructional Faculty Member who is qualified to teach credit classes in that discipline. As such, the Instructional Faculty Member shall be compensated (or given Load credit) in accordance with the provisions established for credit instruction.

# **ARTICLE 11**

## **LEAVES OF ABSENCE**

### **Effect Of Leaves Of Absence On Retiree Medical Benefits**

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

### **11A. Sick Leave Of Absence For Personal Illness And Accident**

[See Appendix](#): Absence: Leave Of Absence (LOA) Request or Report and Absence Report Form.

Unit members considering a Leave of Absence should review the provisions of [Articles 20B](#) and [20C](#) concerning medical insurance for retirees and the provisions of [Article 19.A.4b](#) concerning Pre-retirement Reduction of Annual Workload.

#### **11A.1 Uses Of Sick Leave Of Absence**

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 therefrom on the same terms and conditions governing Leaves of Absence for other illness or medical disability.

#### **11A.2 Earning And Accumulating Sick Leave Of Absence For Contract, Regular, And Temporary Leave Replacement (TLR) 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% Load) shall be entitled to ten (10) days of paid Sick Leave each July 1 for the purposes of personal illness or injury. This Sick Leave accrual will be posted on the August pay warrant.

##### **(1) Accumulation of Sick Days**

If a unit member does not utilize the full amount of Sick Leave authorized in any Fiscal Year, the amount not utilized shall be accumulated from Fiscal Year to Fiscal 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 reimburse the District for any Sick Leave hours claimed that were not yet earned.

(2) **Leave of Absence Without Pay**

A unit member who is on Leave of Absence 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 Sick 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 fifty percent (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 Leave Replacement (TLR) unit member who is absent for five (5) consecutive days shall have five (5) days of Sick Leave deducted from his or her accumulated Sick Leave. This shall be the standard regardless of how many week days the unit member has of on-campus assigned duty days.

(5) **Full-time Employment (Eleven (11) Month Assignment)**

Sick Leave is earned at the rate of one (1) day per month of Full-time employment. Unit members who are employed Full-time under an eleven (11) month contract (one hundred percent [100%] Load) shall be entitled to eleven (11) days of paid Sick Leave each July 1 for the purposes of personal illness or injury. This Sick Leave accrual will be posted on the August pay warrant (pursuant to [Article 10C.4](#)). All other provisions under Article 11A.2 apply in the same manner as ten (10) month positions.

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 of Sick Leave based on the percentage of annual Full-time Load assigned.

c. **Summer Session**

For unit members teaching Summer Session for Load see [Article 17E.1](#).

d. **Part-Time (Overload) Sick Leave**

A Contract, Regular, or Temporary Leave Replacement (TLR) unit member who renders service on a Part-time basis during a Fall or Spring Semester will earn Sick Leave in exactly the same manner as stated in [Article 11A.3](#). For example, a three (3) hour class will earn three (3) 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 basis.

If a Contract, Regular, or Temporary Leave Replacement (TLR) unit member who is providing overload service for pay is absent from both his/her regular assignment and overload assignment, then both the Regular and the Part-time Sick Leave will be deducted. When the unit member exhausts his or her Part-time 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 Sick Leave, it is possible to use more than one (1) day of regular Sick Leave per day of absence. For example, absence of one (1) day of regular assignment in addition to absence from two (2) instructional hours of an overload assignment will reduce regular Sick Leave by one and a half (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. **Situations in Which Sick Leave is Not Normally Charged**

(1) **Voluntary Substitution by Another Faculty Member:** 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 unit 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 Instructional, Counseling, Library or Special Assignments Faculty duties are not forfeited.

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

(2) **Rescheduled Office Hours:** Upon the appropriate Administrator’s approval a missed office hour may be rescheduled and served at a different time without charging against the unit member’s sick leave balance. The unit member must notify their students in advance of day, time and method of rescheduled office hour.

**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 Calendar 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 Office of Human Resources in writing of the name and address of the District by whom he/she was last employed, and to 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 Leave of Absence**

For any Academic Year that includes one or both semesters on Sabbatical Leave of Absence, the Sick Leave earned shall be a pro-rata accrual of the normal ten (10) day allotment, in a proportion equal to the percentage of the unit member's normal salary that is to be disbursed for the Academic Year. (For example, a unit member earning seventy-five percent (75%) of his/her normal annual salary will accrue seven and a half days (7.5) for the Academic Year.) If the unit member elects to use Banked Load to bring his/her pay to one hundred percent (100%), then the Academic Year's Sick Leave accrual shall be the full ten (10) days.

**11A.3 Earning And Accumulating Sick Leave Of Absence For Part-Time Faculty And Full-Time Faculty Teaching Overload**

Sick Leave for Part-time Faculty or Full-time Faculty teaching overload is calculated on a scheduled hourly basis. For each hour of primary service for a week during a Term, one (1) hour of Sick Leave is earned. These Sick Leave hours are accumulated from Fiscal Year to Fiscal 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 (3) hour class equals (3) three hours of Sick Leave for the Term. A Counseling Faculty member who works ten (10) hours per week for that Term would earn ten (10) hours of Sick Leave for the Term.]

- a. For short-term, Summer Session or Inter-session assignments, Sick Leave 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 three (3) unit lecture assignment accrues three (3) hours Sick Leave regardless of the number of weeks the class meets.]
- b. Unused Part-time Faculty Sick Leave shall be converted to days and reported to the California State Teachers' Retirement System (CalSTRS) or California Public Employees' Retirement System (CalPERS) upon the unit member's retirement. This shall also apply to Full-time unit members who have Part-time 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

- c. See [Article 29D.2](#) for impact issues related to Part-time Faculty Sick Leave of Absence deductions for missed mandatory Flex Day activities.

#### **11A.4 Salary Deduction During Leave Of Absence For Extended Illness Or Accident**

[See Appendix](#): Absence: Leave Of Absence (LOA) Request or Report and Absence Report Form.

When a unit member with Contract or Regular status has exhausted 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. Specifically, pursuant to Education Code Section 87786, the unit member shall receive differential pay which shall be calculated as fifty percent (50%) of his or her regular salary, for the remainder of the Leave of Absence.

- a. 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) Academic Year months [e.g., more than one hundred (100) working days] and has exhausted all paid Sick Leave, the unit member shall be placed on Sick 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 one or more physicians paid by the District to determine physical and mental condition for continued service.
- e. The unit member understands that receiving fifty percent (50%) differential pay for a period of time will impact the accrual of service credit with CalSTRS or CalPERS.

#### **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 unit member to present a written, signed statement from the unit member's health care provider<sup>1</sup> or religious advisor where it is deemed in conformance with religious tenets, verifying the illness, injury or quarantine and the date the unit member can return to work.

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

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 one or more physicians approved by the District, at the District expense.

#### **11A.6 Sick Leave Donation For Terminally Sick Employees**

[See Appendix](#): Sick Leave Donation Application.

A Terminal Illness is a disease that cannot be cured or adequately treated and that is reasonably expected to result in the death of the patient within a short period of time.

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 (2) days of Sick Leave in any Fiscal Year for Full-time unit members and twelve (12) hours for Part-time unit members, Full-time unit members must have a minimum of forty (40) days of accumulated Sick Leave on account with the District. To donate, Part-time unit members must have a minimum of seventy-two (72) hours of accumulated Sick Leave on account with the District. A Part-time unit member can donate no more than six (6) hours in any Fiscal Year. If a Full-time unit member donates a Full-time day of Sick Leave, that day shall equate to six (6) hours. Full-time unit members may also donate sick leave hours. A Full-time unit member may receive no more than one hundred (100) days of donated Sick Leave in total. A Part-time unit member may receive no more than seventy-five (75) hours of donated Sick Leave in total. A “terminal illness” must be certified by the procedure established in [Article 11A.5](#) above – Medical Verification.

**11A.6a. Process for Requesting Donations see Article 11A.7a**

**11A.6b. Process for Making Donations see Article 11A.7b**

#### **11A.7 Sick Leave Donation To Employees Suffering A Serious Health Condition**

[See Appendix](#): Sick Leave Donation Application.

A “serious health condition” is defined as an illness, injury, impairment, or other physical or mental condition of a nature necessitating a continuous absence from work of more than ten (10) days that involves inpatient or outpatient care in a hospital or residential health care facility, and continuing treatment or continuing supervision by a health care provider as defined in [Article 11A.5](#) (Medical Verification). The District has the right to require additional certification by a physician chosen by and paid for by the District as per [Article 11A.5](#).

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 (2) days of Sick Leave in any Academic Year for Full-time unit members and six (6) hours for Part-time unit members, and Full-time unit members must have a minimum of forty (40) days of accumulated Sick Leave on account with the District. To donate, Part-time unit members must have a minimum of seventy-two (72) hours of accumulated Sick Leave on account with the District. A Part-time unit member can donate no more than six (6) hours in any Fiscal Year. If a Full-time unit member donates a Full-time day of Sick Leave, that day shall equate to six (6) hours. Full-time unit members

may also donate sick leave hours. No Full-time Faculty person may receive more than thirty (30) days of donated Sick Leave per year. No Part-time Faculty may receive more than thirty-six (36) hours of donated Sick Leave per year. A Full-time unit member may donate Full-time Sick Leave days to a Part-time unit member at the rate of six (6) hours of Part-time Sick Leave per one (1) Full-time day.

The donated Sick Leave may be used only when the unit member 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. These 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 Form ([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 Vice Chancellor of the Office of Human Resources.
- (2) The application must be signed by the applicant and the applicant's physician(s), and sent to the Vice Chancellor of the Office of Human Resources who may demand additional medical verification as per the procedure cited in [Article 11A.5](#).
- (3) As soon as the Vice Chancellor of the Office 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 Vice Chancellor of Human Resources must be notified that solicitation of donations has commenced. [The solicitation period shall be limited to a period not to exceed one (1) month.]
- (4) The applicant may request to be anonymous and/or the reason be withheld from the public request for Sick Leave donations.

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

- (1) Donations of Sick Leave shall be authorized by a signed Pledge Form, which shall be filed with the Office of Human Resources. This Pledge Form shall provide legal waiver and spousal consent, where necessary.
- (2) Donated Sick Leave must be in one (1) day increments for Full-time unit members. Donated Sick Leave must be in hourly increments for Part-time unit members.
- (3) In the event that several unit members sign Pledge Forms to donate, the Sick Leave shall be allocated to the donee in the order the signed Pledge Forms are received by the Office of 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 the donor's Sick Leave account.
- (5) The Office of Human Resources shall keep the identities of any of those pledging Sick Leave confidential.

## **11B. Personal Necessity Leave Of Absence**

### **11B-1. Personal Necessity Leave Of Absence Deducted From Sick Leave For Full-Time Faculty**

[See Appendix](#): Absence: Leave of Absence (LOA) Request or Report and Absence Report Form.

#### **11B-1.1 Statement Of Purpose**

Any days of absence for illness or injury earned or allowed by a Contract, Regular or Temporary Leave Replacement (TLR) 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 Bereavement Leave of Absence is required beyond the number of days provided under the Bereavement Leave of Absence Section of these rules and regulations, see [Article 11C](#);
- 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, the unit member may be granted Sick Leave deductions because of illness in his/her immediate family. For purposes of this Sick Leave provision, immediate family means: the spouse, mother, father, grandfather, grandmother, or a grandchild of the unit member or of the spouse of the unit member, the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the unit member, 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 (½) of a unit member’s annual Sick Leave allotment, once it has actually accrued, may be used when the unit member 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 of Absence meant for a unit member’s illness or injury, doctor’s appointments or other medical needs.
- (4) Under this Section, Personal Necessity Leave of Absence deducted from Sick Leave does not carry over from Fiscal Year to Fiscal 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 for whom a unit member 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 unit member is legally married.
- d. **Appearance in any court** or before any administrative tribunal as a litigant, party, or witness under subpoena or any court 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 of Annual Workload.** This provision shall apply to Regular unit members on Pre- Retirement Reduction of Annual Workload on a basis proportional to the unit member’s annual District service.

### **11B-1.2 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) Academic Year. See exception in Article 11B.1c (1-2) above.

Sick 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-1.3 Verification**

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

**11B-2. Personal Necessity Leave Of Absence Deducted From Sick Leave For Part-Time Faculty Or Full-Time Faculty Doing Overload**

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

**11B-2a. Maximum Number of Hours**

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

**11B-2b. Verification**

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

**11B-2c. Applicability to Full-Time Overload**

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

**11C. Bereavement Leave Of Absence: District Provided**

[See Appendix](#): Absence: Leave of Absence (LOA) Request or Report and Absence Report Form.

**11C.1 Definition Of Immediate Family**

For purposes of this provision, an immediate family member shall be limited to the spouse, 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 Bereavement Leave Of Absence**

A Contract, Regular, or Temporary Leave Replacement (TLR) unit member shall be entitled during the Academic Year and Summer Session to a maximum of three (3) working days' Leave of Absence, or five (5) working days' Leave of Absence if out of state travel or a distance exceeding three hundred and fifty (350) miles is required, without loss of salary or benefits or extra hours pay on account of the death of any member of his or her immediate family (see [Article 10C.1](#) for full-service week).

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

A Part-Time unit member shall be entitled to a maximum of two (2) working days' Leave of Absence without loss of salary or benefits 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 Leave Replacement (TLR) Faculty teaching overload classes.

## **11D. Industrial Accident And Illness Leave Of Absence**

[See Appendix](#): Workers' Compensation Claim Form (DWC1); Absence: Leave of Absence (LOA) Request or Report and Absence Report Form.

### **11D.1 Purpose**

Unit members shall be entitled to Industrial Accident and Illness Leave of Absence 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**

Industrial Accident and Illness Leave of Absence 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 and Illness Leave of Absence shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award. Leave of Absence for this purpose is not cumulative from Fiscal Year to Fiscal 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 Fiscal 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 and Illness Leave of Absence, 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 of Absence, the unit member will receive any accumulated paid Sick Leave and other extended Sick Leave benefits. This Leave of Absence shall not affect the normal accumulated Sick Leave. Leave of Absence allowances will be reduced only in the amount necessary to provide a full day's wages or salary, when added to compensation from the 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, he/she shall be separated from employment with the District.

### **11E. Pregnancy Disability Leave Of Absence**

[See Appendix](#): Leave of Absence (LOA) Request or Report and Absence Report Form.

Under California Law, a pregnant unit member is entitled to take up to four (4) months of Pregnancy Disability Leave of Absence, if disabled by pregnancy, childbirth or a related medical condition.

The four (4) month Leave of Absence period above does not include days or weeks when the Academic Calendar is not in session. If the unit member is assigned to Summer Session or Inter-session, the four (4) month Leave of Absence period above applies but holidays are exempted.

The length of such Pregnancy Disability Leave of Absence, when it shall commence and the date on which duties are to be resumed, shall be determined by the pregnant unit member and the health care provider. The District may require a medical verification and clearance to return to work as provided in [Section 11A.5](#) of this Article.

#### **11E.1 Use of Sick Leave**

While on Pregnancy Disability Leave of Absence, Contract, Regular, Temporary Leave Replacement (TLR), and Part-time unit members are entitled to use their accumulated Sick Leave of Absence as set forth in [Section 11A](#) of this Article.

### **11E.2 Differential Pay After Sick Leave Is Exhausted**

When a Contract, Regular, Temporary Leave Replacement (TLR) or Part-time unit member has exhausted their sick leave during the Pregnancy Disability Leave of Absence period, they shall receive differential pay which shall be calculated as fifty percent (50%) of their regular salary for the remainder of the Pregnancy Disability Leave of Absence.

### **11E.3 Benefits While On Pregnancy Disability Leave Of Absence**

Unit members on Pregnancy Disability Leave of Absence are also entitled to the same District-provided health care benefits they received prior to taking such Leave. For example, if the unit member received full District-provided medical health care benefits while active, then the unit member will receive full District-provided health care benefits while on Pregnancy Disability Leave of Absence. If the unit member received partial District-provided health care benefits while active, then they will receive the same partial District-provided health care benefits while on Pregnancy Disability Leave of Absence.

### **11E.4 California State Teachers' Retirement System (CalSTRS) Or California Public Employees' Retirement System (CalPERS) Credit**

The unit member understands that receiving fifty percent (50%) differential pay for a period of time will impact the accrual of service credit with CalSTRS or CalPERS.

### **11E.5 Probationary/Tenure Review Period**

A probationary unit member (Contract Faculty person) understands that tenure may be delayed by taking any extended Leave of Absence.

## **11F. Parental Leave Of Absence**

[See Appendix](#): Leave of Absence (LOA) Request or Report and Absence Report Form.

Under the Family Medical Leave Act, and the California Family Rights Act, an eligible unit member is entitled to take up to twelve (12) weeks of Unpaid Leave of Absence for childbirth preparation and/or postpartum infant care, including adoption.

### **11F.1 Parental Leave**

- (1) Under the California Family Rights Act (CFRA), an eligible unit member is entitled to take up to twelve (12) weeks of Unpaid Leave of Absence for bonding with a newborn within twelve (12) months from the date of birth.
- (2) For children placed by adoption or foster care the unit member is entitled to take up to twelve (12) weeks of Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) running concurrently within a twelve (12) month period.

The twelve (12) week Leave of Absence period above does not include days or weeks when the Academic Calendar is not in session. If the unit member is assigned to Summer Session or Inter-session, the twelve (12) week Leave of Absence period applies but holidays are exempted.

The District will apply the provisions of Education Code Section 87780.1 to Parental Leave. Education Code Section 87780.1 currently entitles an eligible Full-time or Part-time unit member to use his or her accrued sick leave for a Parental Leave of Absence under the California Family Rights Act (CFRA) for up to twelve (12) workweeks. Education Code Section 87780.1 also provides that if a unit member exhausts his or her sick leave, and continues to be absent from his or her duties on account of a Parental Leave of Absence under the CFRA, he or she is entitled to receive differential pay which shall be calculated as fifty percent (50%) of his or her regular salary, for the remaining portion of the twelve (12) workweeks. In the event that there is a conflict or difference in benefits between the language in this paragraph of Section 11F.1 and the law, the law shall govern.

#### **11F.2 Intermittent Parental Bonding Leave For Reduced Load**

The CLPCCD supports Intermittent Parental Bonding Leave in accordance with applicable law. Faculty should work collaboratively with their appropriate Administrator and Human Resources in planning an Intermittent Parental Bonding Leave schedule in advance of the term in which leave will be taken.

#### **11F.3 Benefits While On Parental Leave Of Absence**

Parental Leave of Absence shall be with employee benefits, if the unit member is otherwise eligible for these benefits. The District-provided benefits shall be the same as what the unit member received while on active status. For example, if the unit member received full District-provided benefits while active, then he/she will receive full District-provided benefits while on Parental Leave of Absence. If the unit member received partial District-provided benefits while active, then he/she will receive the same partial benefits while on Parental Leave of Absence.

#### **11F.4 Extended Leave Of Absence**

If eligible, a unit member may combine Pregnancy Disability Leave of Absence under Article 11E above and Parental Leave of Absence, to take up to a total of seven (7) months Leave of Absence under the California Pregnancy Disability Leave and the California Family Rights Act (CFRA), under the provisions outlined in Article 11E and 11F above.

#### **11F.5 California State Teachers' Retirement System (CalSTRS) Or California Public Employees' Retirement System (CalPERS) Credit**

The unit member understands that receiving fifty percent (50%) differential pay for a period of time will impact the accrual of service credit with CalSTRS or CalPERS.

#### **11F.6 Probationary/Tenure Review Period**

A probationary unit member also understands that tenure may be delayed by taking any extended or unpaid Leave of Absence.

## **11G. Judicial Leave Of Absence**

[See Appendix](#): Leave of Absence (LOA) Request or Report and Absence Report Form.

A unit member who is employed with Contract, Regular, or Temporary Leave Replacement (TLR) status for one half (½) 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 return to work for classes or services 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 of Annual Workload.

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

## **11H. Military Leave Of Absence**

[See Appendix](#): Leave of Absence (LOA) Request or Report and Absence Report Form.

### **11H.1 Military Service Leaves**

Eligible unit members shall be granted a Military Leave of Absence in accordance with the California Education Code, Military and Veterans Code, and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Pursuant to California law, eligible unit members, when called to "ordered duty" (military training, encampment, naval cruises, like exercises, etc.) for less than one hundred and eighty (180) days, and/or active duty, shall be entitled to receive their regular salary for the first thirty (30) days they are absent from their duties due to such service.

### **11H.2 Military Family Leave**

Pursuant to certain Family Medical Leave Act (FMLA) Leave entitlements for military families, eligible unit members who are the spouse, child, parent, or next of kin of a military service member shall be granted a Military Family Leave of Absence for a "qualifying exigency" and/or to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty.

Pursuant to California law, an eligible spouse of a military service member may also take up to ten (10) days of Unpaid Leave of Absence when the military service member is on Leave from deployment during a period of military conflict.

### **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 Of Absence With Pay**

[See Appendix](#): Leave of Absence (LOA) Request or Report and Absence Report Form.

### **11I.1 Provisions**

Unit members with Contract, Regular or Temporary Leave Replacement (TLR) status shall be entitled to a Personal Leave of Absence With Pay for a period of one (1) day per Academic Year. Personal Leave of Absence With Pay shall be taken without loss of either pay or benefits. Personal Leave of Absence With Pay may not be used for any purpose covered by any other type of Leave of Absence and must not take precedence over other provisions of this Agreement. Notification that Personal Leave of Absence With Pay is being taken shall be presented to the appropriate College President in writing at least two (2) days prior to the anticipated absence. The condition of prior notification does not preclude the use of Personal Leave of Absence With Pay in emergency situations. Only one (1) day of unused Personal Leave of Absence With Pay may be carried over from one (1) Academic Year to the next so as to allow a maximum of two (2) days of Personal Leave of Absence With Pay to accrue at any time. Personal Leave of Absence With Pay shall not be granted during the Summer Session or for overload hours of service. The Personal Leave of Absence Day is accrued July 1 but posted on the August pay warrant.

#### **a. Impact of Pre-Retirement Reduction of Annual Workload**

Regular Faculty on Pre-Retirement Reduction of Annual Workload shall receive one (1) full day of Personal Leave of Absence With Pay for the Academic Year.

#### **b. Impact of Sabbatical Leave of Absence**

Regular Faculty on Sabbatical Leave of Absence shall receive one (1) full day of Personal Leave of Absence With Pay for the Academic Year regardless of whether the unit member is on a full Academic Year or semester-long Sabbatical Leave. If the unit member elects to use Workload Banked Load to bring his/her salary to one hundred percent (100%), his/her Academic Year's Personal Leave With Pay accrual shall be a full day. See [Article 12-1A.5d](#).

## **11J. Paid Administrative Leave**

Pursuant to PERB (Public Employee Relations Board) Case No. SF-CE-2886-E. [See Appendix](#): PERB Case No. SF-CE-2886-E. and [Article 16-2.5](#).

“With respect to placing a member who is the subject of a misconduct investigation on Paid Administrative Leave during an investigation, the parties understand and agree as follows:

- a. Placement on Paid Administrative Leave while an investigation is pending constitutes a nondisciplinary action;
- b. Placement on Paid Administrative Leave shall not be automatic, and it is not an action that the District takes lightly. The District will not take this step unless:

- (1) the allegations, if true, indicate that the employee poses a safety threat to him/herself or others;
  - (2) the allegations, if true, involve harassment, retaliation and/or dishonesty; and/or
  - (3) other extenuating circumstances with the written approval of the Chancellor, which approval will state the nature of the extenuating circumstance.
- c. The notice placing an employee on Paid Administrative Leave will provide information about the Leave, including but not limited to:
- (1) the basis or bases on which he/she is being placed on Paid Administrative Leave;
  - (2) that, as this investigation could lead to discipline, the employee is entitled to representation during his/her investigatory interview.
  - (3) that placement on Paid Administrative Leave constitutes a directive not to attend work or perform work duties and that the employee is not to be present at work or in the work area without prior written consent.
  - (4) that placement on Paid Administrative Leave does not constitute a directive to stay away from public events or public areas of campus.”

**11K. Paid Sabbatical Leave Of Absence**

See [Article 12-1A](#).

**11L. Paid Workload Banked Leave Of Absence**

See [Article 12-2](#).

**11M. Paid Faculty Exchange Leave Of Absence**

See [Article 12-3](#).

**11N. Leaves Of Absence Without Pay**

See [Appendix](#): Leave of Absence (LOA) Request or Report and Absence Report Form and [Articles 11F](#), Parental Leave of Absence.

See [Article 21E.2](#), Step Advancement for Leaves of Absence Without Pay that are presumed to have educational benefit to the District and students.

**11N.1 Family And Medical Leaves Without Pay**

a. **Intent**

Family and Medical Leave of Absence is an Unpaid Leave of Absence 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 Family and Medical Leave Without Pay 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 and fifty (1250) hours over the previous twelve (12) months.

**c. Term of Leave of Absence**

The eligible unit member shall be entitled to up to twelve (12) work weeks of Family and Medical Leave of Absence Without Pay 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 of Absence Without Pay will run concurrently with other paid and unpaid Leaves of Absence if the reasons for the Leave of Absence meet the requirements of Family and Medical Leave of Absence Without Pay.

**d. Notice**

A unit member must provide thirty (30) days advance written notice of the need for the Family and Medical Leave of Absence Without Pay to the appropriate College President and Chancellor or designees. If the need for the Family and Medical Leave of Absence Without Pay is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of this Leave of Absence.

**e. Certification of Eligibility**

A unit member will be required to provide medical certification whenever a serious health condition of the unit member or his/her family member is the reason for the Family and Medical Leave of Absence Without Pay. A second or third medical opinion may be required regarding the unit member’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 Family and Medical Leave of Absence Without Pay is uncertain). Failure to obtain medical certification when necessary may delay the granting of this Leave of Absence request until the certification is provided.

**f. Benefits**

A unit member taking Family and Medical Leave of Absence Without Pay 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 Family and Medical Leave of Absence Without Pay. 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 this Leave of Absence.)

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 Family and Medical Leave of Absence Without Pay. 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 of Absence Without Pay 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 And Medical Leave Act of 1993  
(29 USC Section 2601) and Government Code Section 12945.2  
California Family Rights Act

**11N.2 Other Leaves Of Absence Without Pay**

Note: See [Article 21E.2](#): Step Advancement for Leaves of Absence Without Pay that are presumed to have educational benefit to the District and students.

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) Academic Year. Leaves of Absence Without Pay shall be granted only upon prior written request and approval of the appropriate College President, Chancellor, and Board of Trustees at the convenience of the appropriate College.

- a. Leaves of Absence Without Pay may be renewed to a maximum of one (1) additional Academic Year upon written request to the appropriate College President no later than ninety (90) days prior to the termination of the Leave of Absence Without Pay and with the recommendation of the Chancellor and the approval of the Board of Trustees. Leave of Absence Without Pay shall be taken without pay or other benefits.
- b. If a unit member is permitted to extend the Leave of Absence Without Pay into a second Academic 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 no later than six (6) months prior to the start of the semester when he/she would normally return to service. 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 Academic Year of the Leave of Absence Without Pay.
- c. Partial Leaves of Absence Without Pay may also be granted where unit members desire to reduce their Full-time [one hundred percent (100%) contract] assignment to a lesser amount in a particular Academic Year. Partial Leaves of Absence Without Pay shall be for whatever amount is recommended by the Chancellor and approved by the Board of Trustees.

**11N.3 Unpaid Sabbatical Leaves of Absence**

See [Article 12-1B](#).

**11N.4 Unpaid Leave of Absence for Educational Purposes**

See [Article 21E.2](#).

**ARTICLE 12-1**  
**12-1A PAID (FUNDED) SABBATICAL**  
**LEAVES OF ABSENCE**  
**12-1B UNPAID SABBATICAL LEAVES OF ABSENCE**  
**12-1C UNPAID LEAVES OF ABSENCE**  
**(NOT SABBATICALS) FOR EDUCATIONAL BENEFIT**

**12-1A. Paid (Funded) Sabbatical Leave Of Absence**

**12-1A.1 Purpose**

A Sabbatical Leave of Absence (California Education Code 87767) may be granted for purposes of study or travel of a kind and in an amount that 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. A Sabbatical Leave of Absence shall be taken for one (1) semester, one (1) full Academic Year, or as a split Sabbatical Leave of Absence for two (2) semesters within a two (2) Academic Year period.

Subject to California Education Code Section 87770, the unit member shall agree in writing to a period of service in the employ of the District following his/her return from the Paid Sabbatical Leave of Absence, which is equal to twice the period of the Leave.

**12-1A.2 Funding**

**a. The Sabbatical Leave of Absence Fund**

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 of Absence to be taken during the next succeeding Fiscal Year. The calculations of the one percent (1%) 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 of Absence shall be paid from the College Budget. Any funds allocated in one (1) Fiscal Year but not spent shall be replenished to the Sabbatical Leave Fund during the annual True-Up (See Section 2 below).

This Fund shall be cumulative from Fiscal Year to Fiscal Year. Individual unit members shall have no vested interest in any funds allocated for Sabbatical Leaves of Absence.

One (1) Full-time Equivalent Faculty (FTEF) per Academic or Calendar Year may be allowed for retraining purposes. (See [Article 28A.10.](#)) The cost will be paid at one hundred percent (100%) of the appropriate salary. Costs for any replacement Faculty are paid from the Sabbatical Leave Fund.

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

- (1) The charge to be made against the Sabbatical Leave Fund shall be calculated as follows:

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

- (2) When a Full-time replacement for the person on Sabbatical Leave of Absence is not employed, the Sabbatical Leave Fund will be charged only the actual expenses incurred for Part-time or partial contract Temporary Leave Replacement (TLR) unit members who are employed as a result of the Sabbatical Leave of Absence having been granted. The Substitute Costs charged to the Sabbatical Leave Fund shall be based on the average Part-time replacement cost, as specified in Section 2 below [Sabbatical Leave Fund Adjustment (True Up)].
- (3) If a member of the Faculty has been retained, only for the purpose of replacing a unit member on Sabbatical Leave of Absence, the Sabbatical Leave Fund shall be charged the actual salary of the replacement.
- (4) The two College Vice Presidents, Academic Services will advise the Vice Chancellor of Business Services and the Faculty Association annually on or before March 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 of Absence. Twice a Fiscal Year, on or before January 15 and July 15, the Vice Chancellor, Business Services will give financial statements including an annual summary of the Sabbatical Leave Funds to the Faculty Association President and the Sabbatical Leave Committee;
- (5) 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 Fiscal Year in those instances in which this would permit one (1) additional person to take a Sabbatical Leave of Absence;

- (6) The procedure for hiring Temporary Leave Replacements (TLRs) for unit members on Sabbatical Leave of Absence shall follow the same practices used for hiring both Temporary Leave Replacement (TLR) and Part-time Faculty as they apply to other Leaves of Absence.

**b. Sabbatical Leave Fund Adjustment (True-Up)**

Each Fiscal Year, once the relevant actual salary and benefits data become available, the District and Faculty Association shall jointly perform a recalculation, or “True-Up” of the credits and charges to the Sabbatical Leave Fund, to ensure accuracy in compliance with this Section and Article 12-1A.4 below. This recalculation shall be done in such time that any adjustment to the balance may be used to fund additional Sabbatical Leaves of Absence in the immediately subsequent Fiscal Year.

Average Part-time Faculty replacement cost will be used in the recalculation. [In 2019-20 the cost is calculated at seventy-two percent (72%) of the Full-time Faculty Salary at Column III/Step 7 plus seven percent (7%) for statutory benefits.] In future Fiscal Years, the District and Faculty Association shall jointly determine average Part-time Faculty backfill cost. If the unit member on Sabbatical Leave of Absence is replaced with less than 1.0 FTEF (Full-time Equivalent Faculty), the replacement cost shall be prorated commensurately, and the unused funds shall be replenished to the Sabbatical Leave Fund. [See Appendix](#): MOU: Sabbatical Leave Fund Adjustments [“True Up”].

**12-1A.3 Eligibility And Priority Ranking**

Any unit member with Regular status and employed fifty percent (50%) or more will be eligible for either a Paid or Unpaid Sabbatical Leave of Absence upon completion of six (6) full Academic Years of bargaining unit service (California Education Code 87768). These same service requirements shall apply each time an individual seeks a subsequent Sabbatical Leave of Absence, Paid or Unpaid. See [Article 12-1B](#) for Unpaid Sabbatical Leave of Absence.

Eligibility each Academic Year for a Sabbatical Leave of Absence 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 unit member, or from the date of completion of the last Sabbatical Leave of Absence, whichever is later;
- b. When two (2) 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 this service. It is understood that unit members who provide service as Acting or Interim Administrators within the Chabot-Las Positas Community

College District and who have returned to Faculty status shall be considered to be within the bargaining unit for the purpose of this provision only. These unit members shall receive a maximum of two (2) Academic 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 of Absence. This provision is not intended for individuals currently serving as Interim Administrators, and these individuals are ineligible to apply for a Sabbatical Leave of Absence while serving as Interim Administrators. 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. A Workload Bank Leave of Absence (LOA) taken according to the terms of Article 12-2 below shall count as service in the bargaining unit when ranking candidates for a Sabbatical Leave of Absence.
- f. Because of potential adverse impact on programs, if two (2) or more unit members from the same subject discipline and the same college are approved for a Sabbatical Leave of Absence for the same semester or Academic Year, and in the judgment of the appropriate College President, both or all taking the Sabbatical Leave of Absence would have a disparate impact on the relevant program, and the individuals concerned cannot decide whom shall be granted the Sabbatical Leave of Absence, then that unit member with greater seniority shall be chosen. The other unit member(s) shall be guaranteed top priority ranking among the next Academic Year's Sabbatical applicants, even though new applicants may have greater seniority in the following Academic Year;
- g. Because of potential adverse impact on programs, full year [two (2) semesters] Sabbatical Leaves of Absence that start in the Spring Semester, or that are split between two (2) Spring Semesters or two (2) Fall Semesters, must be approved both by the Sabbatical Leave Committee and by the President of the appropriate college;
- h. A unit member on Sabbatical Leave of Absence can work for the District while on Sabbatical Leave of Absence on an overload basis. Said work shall be paid on the [Part-time Faculty Salary Schedule](#).  
Any work for Load shall be approved on a case-by-case basis at the sole discretion of the District, and permitting a unit member to work for Load during a Sabbatical Leave of Absence shall not constitute a past practice creating an entitlement in any other member.  
Unit members on Sabbatical Leave of Absence have no entitlement to be offered overload assignments before hiring Part-time Faculty. See Articles [10D.11b](#) and [18B.1e.\(2\)](#).
- i. An applicant shall inform the Committee in writing of his/her cancellation of the Leave of Absence application by March 1.

#### 12-1A.4 Sabbatical Leave Of Absence Salary

Salary for Sabbatical Leave of Absence shall be paid in the same manner as if the unit member were currently employed as an Instructional, Counseling, Library or Special Assignments Faculty. The salary will be determined as follows:

- a. The [Faculty Salary Schedule](#) for the Fiscal Year of Sabbatical Leave of Absence is used;
- b. Placement on the [Full-time Faculty Salary Schedule](#) will be the same as if the unit member were currently employed as an Instructional, Counseling, Library or Special Assignments Faculty;
- c. For unit members 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 of Absence. The percentages of contract worked each Academic 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 Article 12-1A.4b above;
- d. Compensation during the Academic Year in which the year-long Sabbatical Leave of Absence 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 of Absence is for a full Academic Year, or as a split within a two (2) Academic Year period (see [Article 12-1A.1](#)), the compensation will be seventy-five percent (75%) of the annual salary from Sections a through c above. If the total Sabbatical Leave of Absence is for one (1) semester, the compensation for all Faculty except Library Faculty and Special Assignments Faculty 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 Library Faculty and Special Assignments Faculty shall be ninety-five percent (95%) of the annual salary for that semester from Sections a through c.  
  
Unit members are expected to do an equivalent amount of work over the same time period regardless of their salary differential;
- f. Time on Sabbatical Leave of Absence will count as Regular Faculty service and will not interrupt the unit member's progress on the [Faculty Salary Schedule](#);
- g. Use of Workload Banked Load to Increase Salary on Sabbatical Leave of Absence ([Appendix](#): Workload Banking: Augment Sabbatical Salary Form).

A request to use earned Banked Workload shall be submitted with the original Sabbatical Leave of Absence Application to the appropriate College Vice President, Academic Services by September 15 of each Academic Year.

The Workload Banking Policy outlined in [Article 12-2](#) remains in effect unless otherwise stated in this Section as it pertains to requests for Load Bank use to increase salary during a Sabbatical Leave of Absence.

- (1) A unit member may use nine (9) Calculated A Hours (CAHs) equivalent units of Banked Load and be compensated at full salary while on a full Academic Year Sabbatical Leave of Absence that starts in the Fall Semester and continues through the following Spring Semester or for a Sabbatical Leave of Absence that is split between two (2) Academic Year periods (see Articles 12-1A.1 and 12-1A.4e. above). A unit member taking a Sabbatical Leave of Absence has until the end of the Term preceding the Sabbatical Leave of Absence to complete the required Load banking.
- (2) An Instructional Faculty and Counseling Faculty unit member may use three (3) Calculated A Hours (CAHs) equivalent units of earned Banked Load and be compensated at full salary while on a one (1) semester Sabbatical Leave of Absence. A Library Faculty or Special Assignments Faculty may use one and a half (1.5) Calculated A Hours (CAHs) equivalent units of earned Banked Load and be compensated at full salary while on a one (1) semester Sabbatical Leave of Absence.

#### **12-1A.5 Retirement Contributions, Benefits, And Sick Leave While On Sabbatical Leave Of Absence**

##### **a. Retirement**

Time on Sabbatical Leave of Absence will count toward retirement, and retirement contributions will be paid for these periods. The District will pay its share of payback to the California State Teachers' Retirement System (CalSTRS) or the California Public Employees' Retirement System (CalPERS) to enable the unit member to obtain the same retirement credit as would have been received if the unit member were not on Sabbatical Leave of Absence provided:

- (1) the unit member satisfies the conditions of the Sabbatical Leave of Absence; and
- (2) the unit member elects to pay his or her share of the retirement contribution.

**b. Reimbursing CalSTRS and CalPERS for Retirement Contributions Not Made While You Are On Sabbatical Leave of Absence**

Faculty who take a Sabbatical Leave of Absence have the option at any time to “buy back” retirement service credit for the difference between the amount they received as salary and their full rate. In order to do this, they must complete all obligations on the Sabbatical Leave of Absence and pay their portion of the retirement contribution.

In order to determine your portion due of the retirement contribution, you must contact CalSTRS and inform them you wish to “buy back” service credit lost during your Sabbatical Leave of Absence. They will send you an invoice detailing your contribution and the District’s. You will be given an option of making one lump sum payment or monthly payments. (In either case, you must get certification from the Sabbatical Leave Committee that you have fulfilled your obligations under your Sabbatical Leave of Absence Contract of Agreement. [Articles 12-1A.5 and 12-1B.]

Present your invoice from CalSTRS or CalPERS and the certification from the Sabbatical Leave Committee to the District Offices of Payroll and Human Resources. If you decide on one lump sum payment, pay your portion to the District. The District will then make payments to CalSTRS of both your portion and the District’s. If you choose to make monthly payments, make those arrangements with CalSTRS or CalPERS.

Questions should be directed to the District Offices of Payroll and Human Resources.

**c. 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 a Sabbatical Leave of Absence.

**d. Sick Leave**

For any Academic Year that includes one or both semesters on Sabbatical Leave of Absence, the Sick Leave earned shall be a pro-rata accrual of the normal ten (10) day allotment, in a proportion equal to the percentage of the unit members’ normal salary that is to be disbursed for the Academic Year. [For example, a unit member earning seventy-five percent (75%) of his/her normal annual salary will accrue seven and half (7.5) days for the Academic Year.] If the unit member elects to use Banked Load to bring his/her pay to one hundred (100%), then the Academic Year’s Sick Leave accrual shall be the full ten (10) days.

e. **Personal Leave**

Regular Faculty on Sabbatical Leave of Absence shall receive a full day of Personal Leave regardless of the length of the Sabbatical Leave of Absence.

f. **Effect On Pre-Retirement Reduction Of Annual Workload**

See [Article 19.A.2a](#), for the implications of Sabbatical Leave of Absence vis a vis qualifying for Pre-retirement Reduction of Annual Workload.

**12-1A.6 Committee Letter Of Intent**

By the end of the second week of March, the Vice Presidents of Academic Services at each college shall send notices to all Full-time Faculty of the deadline to submit a Letter of Intent to apply for a Sabbatical Leave of Absence.

To inform potential unit member applicants of their Sabbatical Leave of Absence priority number, the Sabbatical Leave Committee may implement a required Letter of Intent from unit members to apply for a Sabbatical Leave of Absence. If implemented, the Letter of Intent must be submitted by the unit member to the Office of the Vice President, Academic Services of the respective college, on or before 5:00 p.m., by April 1 of the Academic Year preceding the Academic Year during which the application for Sabbatical Leave of Absence is submitted to the Sabbatical Leave Committee. Should this date fall on a holiday, Saturday, or Sunday, the following instructional day shall be the due date. Refer to [Appendix: Sabbatical Leave Committee Handbook, Sabbatical Leave of Absence Timeline, and District Sabbatical Leave Committee Website](#).

By April 15<sup>th</sup> or the following instructional day, the agreed upon Vice President, Academic Services to send an email or letter to the Full-time Faculty confirming receipt of their Letters of Intent.

**12-1A.7 Application**

The Vice Presidents, Academic Services, through the Sabbatical Leave Committee Chairperson, will provide to the Vice Chancellor, Educational Services and Student Success, who will share with Human Resources and Payroll, the list of approved applicants and the following forms: Applications for Sabbatical Leave of Absence, and Workload Banking: Augment Sabbatical Salary, if applicable; and, whether the Sabbatical Leave of Absence is funded or unfunded. Email communication is acceptable by September 1.

All applications for a Sabbatical Leave of Absence will be submitted by the unit member on a form provided by the Sabbatical Leave Committee and will include a full statement of the purpose and plans for use of the Sabbatical Leave of Absence. (Refer to [Appendix](#): Sabbatical Leave Committee Handbook, Sabbatical Leave of Absence Timeline, and [District Sabbatical Leave Committee Website](#).) This statement becomes a major part of the unit member's contract with the District. Applications must be reviewed and signed by the unit member's Administrator who, after consultation with Faculty in the discipline where curriculum is potentially impacted, shall submit the application to the Office of the Vice President, Academic Services of the respective college on or before 5:00 p.m., September 15, prior to the Academic Year during which the proposed Sabbatical Leave of Absence is to begin. Should this date fall on a holiday, Saturday, or Sunday, the following instructional day shall be the due date.

The Sabbatical Leave 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 the order as established in [Article 12-1A.3](#).

Sabbatical Leave Committee completes its review of the applications and forwards original documents (Letter of Intent to Apply for Sabbatical Leave of Absence, Application for Sabbatical Leave of Absence, and Workload Banking: Augment Sabbatical Salary) to the respective College Vice President, Academic Services' Office, who will forward a set of original forms for each approved applicant to the Office of the Vice Chancellor, Educational Services and Student Success **by the end of the Fall Semester**. (Articles 12-1A.7, 12-1A.4g. and 12-1B.)

The Vice Presidents of Academic Services shall communicate the decision of the Sabbatical Committee by the end of the Fall Semester with a full explanation of the person's standing on the list for approval or non-approval. This communication shall be in a verifiable format (email is acceptable).

If denied, see Appeal Process (Article 12-1A.7a.) below.

The Chancellor shall present the Sabbatical Leave of Absence applications with the Sabbatical Leave Committee's recommendations to the Board of Trustees on or before its February Board of Trustees meeting. The Sabbatical Committee reserves the right to review the list of recommended candidates before it is published in the February Board of Trustees' Agenda. The Sabbatical Committee shall review the list of recommended candidates by the deadline for submitting the Board of Trustees' Agenda items, and the Committee Chair shall advise the Chancellor of its review. Applicants shall be notified no later than March 1<sup>st</sup> by the Vice Presidents, Academic Services through the Sabbatical Leave Committee of the Board of Trustees' action. Email notification is acceptable.

The applicant must include a percentage of the whole to be completed for each objective of the proposed work. If the applicant desires to augment his/her Sabbatical Leave of Absence salary with Banked Load, he/she needs to attach the Workload Banking: Augment Sabbatical Salary Form.

a. **Denied Sabbatical Leave of Absence Application and Appeal Process**

A unit member whose application is denied by the Sabbatical Leave Committee shall be provided with a copy of the policies and procedures for review and appeal of the Sabbatical Leave Committee's decision. (See Article 12-1A.7 above.) 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 Sabbatical Leave Committee, including the reasons for the Sabbatical Leave Committee's action. The decision of the Appeal's Committee is binding and shall not be grievable under [Article 7](#) of this Agreement.

**12-1A.8 [Sabbatical Leave Committee](#)**

The Sabbatical Leave Committee shall consist of:

- a. The Chabot College Vice President, Academic Services and the Las Positas College Vice President, Academic Services, one of whom shall serve as Secretary. Each member of the Committee shall have equal voting privileges.
- b. Eight (8) Regular unit members appointed by the Faculty Association for a term of five (5) Academic Years each. The Faculty Association reserves the right to remove members, and it is understood that members may resign from service at will. The composition of these eight (8) unit members shall be: four (4) from Chabot College and four (4) from Las Positas College. The Sabbatical Leave Committee Chairperson shall be selected by the Sabbatical Leave Committee from among the unit members of the Committee.
- c. The Committee will assign mentors to guide the Sabbatical Leave Recipients. The Recipient is expected to communicate with the mentor on a regular basis. Progress Reports are due to the mentor the end of October and the end of March per Article 12-1A.9b (below).

**12-1A.9 Unit Member Obligations And Procedures For Review And/Or Appeal Of Denied Sabbatical Leave Of Absence Report**

[See Appendix](#): Paid [Funded] Sabbatical Leave of Absence (LOA) Contract Form.

a. **Acceptance and Contract**

If there is a training session, the Sabbatical Leave Recipients are expected to attend.

Upon approval of a Sabbatical Leave of Absence 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 Sabbatical Leave of Absence, salary and method of payment, method of reimbursement should the Contract of Agreement be broken, and other pertinent matters. This Contract of Agreement shall be signed by the unit member taking the Sabbatical

Leave of Absence and by the Board of Trustees' Secretary or designee. In the event the unit member fails to sign and return the Contract of Agreement for Sabbatical Leave of Absence within ten (10) days after receipt, he or she shall be deemed to have refused said Sabbatical Leave of Absence and the offer of a Sabbatical Leave of Absence shall be automatically withdrawn. The Board of Trustees may, upon application, extend this period under special circumstances.

The following logistics shall apply with respect to the Contract of Agreement:

- Human Resources shall mail the Sabbatical Leave of Absence Contract of Agreement to Board of Trustees approved applicants by April 1. This shall occur through a verifiable mailing system.
- Board of Trustees approved applicants will return the signed Contract of Agreement to Human Resources no later than ten (10) days after receipt.
- Human Resources will verify with the Sabbatical Committee Chair through the Vice Presidents, Academic Services the receipt of Board of Trustees approved applicant's Contracts of Agreements no later than April 30.
- As stated above, if the Contract of Agreement is not signed within ten (10) days, then the offer of a Sabbatical Leave of Absence shall be automatically withdrawn.
- Human Resources will obtain both parties signatures by the end of May. A copy will be sent through a verifiable mailing system to the Board of Trustee approved applicant.
- In the absence of a signed Contract of Agreement, the Faculty Association-District Contract shall control and is binding on the Sabbatical Leave of Absence recipient.

**b. Reports (Progress Reports and Summary Reports)**

Sabbatical Recipients must provide their mentor with a relevant off-campus email.

(1) Progress Report(s)

For Faculty on a year-long Sabbatical Leave there shall be two (2) Progress Reports. For Faculty on a semester-long Sabbatical Leave there shall be one (1) Progress Report. The report(s) shall be submitted at the following time(s):

- (a) End of October
- (b) End of March

The Progress Report is to be submitted to the Mentor. Failure to do so can result in non-progression of the Sabbatical.

(2) Summary Report

Sabbatical Leave Report Summaries are required and are due from the Faculty returning in either the Fall or Spring Semester to the Chairperson of the Sabbatical Leave Committee through the College's Vice Presidents, Academic Services on the first day of return to active service.

The Vice President, Academic Services at each college will send letters reminding returnees their Sabbatical Leave of Absence Report is due on their first day of their return to active service. This process shall occur in August for those returning in the Fall Semester or after the full Academic Year, or in December for those returning in the Spring Semester.

This Report shall describe and document the activities and accomplishments of the unit member during the Sabbatical Leave of Absence period in conformity with the application for Sabbatical Leave of Absence approved by the Board of Trustees. This Report shall be in the prescribed form and shall include the documentation and other information as the Sabbatical Leave Committee may require determining if each objective of the Sabbatical Leave of Absence has or has not been fully achieved. Objectives cannot be partially achieved.

For archival purposes, the Sabbatical Leave of Absence Report should be submitted with an electronic copy in PDF form.

The Sabbatical Leave Committee begins review of reports from the previous Spring Semester and the previous Academic Year. The Committee shall complete the review no later than sixty (60) days after the beginning of the following semester or as soon thereafter as possible. Reports with Sabbatical Leave Committee approval or disapproval shall be forwarded to the Chancellor through the College President for Board of Trustee review.

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 of Absence have not been satisfied; or (2) that the Sabbatical Leave of Absence 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 Sabbatical Leave of Absence Reports.

(2) Prima facie evidence of non-compliance and notice.

The Sabbatical Leave Committee, should it conclude that there is prima facie evidence that the Sabbatical Leave of Absence Standards have not been satisfied, shall notify the recipient in writing of:

- (a) its tentative conclusion;
- (b) the basis for its conclusion;
- (c) all documents supporting this conclusion; and,
- (d) what the Sabbatical Leave Committee believes the recipient failed to do to satisfy the intent and purpose of the Sabbatical Leave of Absence.

e. **Meeting**

The Sabbatical Leave 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 from the Faculty Association.

f. **Opportunity to Correct Deficiencies**

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

If the Sabbatical Leave 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.

g. **Resubmission**

The recipient shall resubmit the Sabbatical Leave of Absence Report with evidence he/she has fulfilled the intent and purposes of the Sabbatical Leave of Absence within the time frame established by the Sabbatical Leave Committee.

h. **Reconsideration**

The Sabbatical Leave 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.

The Sabbatical Leave Committee shall then forward the Sabbatical Leave of Absence Report, or revised Report, to the Chancellor with its decision to approve or disapprove.

**i. Review by the Chancellor**

If the Sabbatical Leave 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.

**j. 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.

**k. Review by the Board of Trustees**

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

**l. 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 of Absence application, and
- (2) Limitation on eligibility for a Sabbatical Leave of Absence for seven (7) Academic Years after the conclusion of the repayment schedule.

**m. 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 based 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 who 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 the hearing.

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

n. **Cause for denial of Sabbatical Leave of Absence Report**

The Sabbatical Leave Committee shall, in its discretion, be granted the authority to deny all or part of a Sabbatical Leave of Absence Report based on the standards below. The Sabbatical Leave Committee members 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 Leave of Absence on the part of the recipient; or
- (2) Academic dishonesty related to the Sabbatical Leave of Absence, including but not limited to plagiarism; or
- (3) Failure to complete all or part of the Sabbatical Leave of Absence objectives; or
- (4) Failure to meet the academic standards and provide appropriate documentation of the Sabbatical Leave of Absence Report.

o. **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 of Absence 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 unit member consents to the wage deduction.

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

Absent agreement between the District and the recipient, the District may, using the statutory wage garnishment proceedings, implement a wage deduction at the garnishment rate permitted under the California Wage Garnishment Law.

p. **Discipline**

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

q. **Credit to Fund**

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

r. **Interrupted Leaves**

In case the approved Sabbatical Leave of Absence activity, as agreed upon in the Sabbatical Leave of Absence Contract with the District, is interrupted by serious accident or illness during the Sabbatical Leave of Absence, and the accident or illness is properly verified by a qualified physician, and this interruption does not extend over a period of time that would cause the purposes of the Sabbatical Leave of Absence to be abandoned, this interruption shall not constitute a violation of the Contract of Sabbatical Leave Agreement nor prejudice the unit member against receiving the rights and benefits provided for under terms of the Sabbatical Leave of Absence.

In cases where interruption due to accident or illness would preclude satisfactory completion of the Sabbatical Leave of Absence purposes, the Sabbatical Leave of Absence shall be terminated, and a Sick Leave of Absence shall be substituted by mutual agreement between the District and the unit member. If a Sabbatical Leave of Absence is terminated due to extended illness or serious accident, the Sabbatical Leave of Absence 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 of Absence, the Chancellor shall be promptly notified by Registered Letter via the U.S. Mail after occurrence or medical diagnosis, and the Chancellor shall so notify the Sabbatical Leave Committee. While on Sabbatical Leave of Absence, 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 of Absence, he or she shall notify the Chancellor and a revised Contract of Sabbatical Leave Agreement may be written with the unit member if necessary. The Chancellor shall so notify the Sabbatical Leave Committee.

s. **Modified Sabbatical Leave of Absence Purpose**

A recipient is permitted to modify the approved Sabbatical Leave of Absence activity only in cases of serious and unforeseen circumstances, and only after approval by the Sabbatical Leave Committee.

The unilateral alteration of a Sabbatical Leave of Absence activity by a recipient, without obtaining prior approval by the Committee shall, in and of itself constitute a basis to disapprove the Sabbatical Leave of Absence Report or a particular objective therein.

In case the Sabbatical Leave of Absence 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 Sabbatical Leave of Absence (or an agent representing the unit member if he/she is unable to communicate) shall immediately notify the Office of the Vice President, Academic Services in writing (email acceptable) of his/her respective college, who shall so notify the Sabbatical Leave Committee. This request to modify shall include the reason(s) for the modification, a description of alternative plan(s) including alternative objective(s) and method(s) for achieving the intended outcome.

This notification shall be made by verifiable written medium such as email, or U.S. Mail as a 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 of Sabbatical Leave of Absence Agreement may be written with the unit member if necessary. Should the need for approval of a change in the Sabbatical Leave of Absence 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 Sabbatical Leave of Absence, the appropriate Vice President is empowered to act upon the request for change in Sabbatical Leave of Absence activity without the Sabbatical Leave Committee's recommendation. The appropriate Vice President shall inform the Sabbatical Leave Committee, in writing, of his/her action in these cases.

**t. Postponed Sabbatical Leaves of Absence**

A unit member who has had a Sabbatical Leave of Absence 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.

## 12-1B. Unpaid Sabbatical Leave Of Absence

Any unit member with Regular status and employed fifty percent (50%) or more will be eligible for either a Paid or Unpaid Sabbatical Leave of Absence upon completion of six (6) full Academic Years of bargaining unit service (California Education Code 87768). These same service requirements shall apply each time an individual seeks a subsequent Sabbatical Leave of Absence, Paid or Unpaid.

For Unpaid Sabbatical Leaves of Absence, unit members are advised to refer to Articles [20B.2a.](#) and [20C.2d.](#) for impact issues regarding Unpaid Sabbatical Leaves of Absence and retirement.

Sabbatical Leaves of Absence Without Pay or Benefits, 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 (1) Academic Year maximum on the [Full-time Faculty Salary Schedule](#) for the period of the Unpaid Sabbatical Leave of Absence.

Application for [Full-time Faculty Salary Schedule](#) Step Advancement credit must be made in advance. See [Article 12-1A.7](#) for application – Sabbatical Leave of Absence.

Applicants shall submit their proposal to the Sabbatical Leave Committee. They shall not be ranked but shall be either approved or disapproved by the Committee. A Letter of Intent shall not be required per [Article 12-1A.6](#). Applicants shall be notified no later than March 1<sup>st</sup> by the Vice Presidents, Academic Services through the Sabbatical Leave Committee of the Board of Trustees' action.

Sabbatical Leave Committee completes its review of the applications and forwards original documents (Letter of Intent to Apply for Sabbatical Leave of Absence, Application for Sabbatical Leave of Absence, and Workload Banking: Augment Sabbatical Salary) to the respective College Vice President, Academic Services' Office, who will forward a set of original forms for each approved applicant to the Office of the Vice Chancellor, Educational Services and Student Success **by the end of the Fall Semester.** (Articles [12-1A.7](#), [12-1A.4g](#), and [12-1B](#).) If denied, see Appeal Process ([Article 12-1A.7a](#)).

The Vice Presidents of Academic Services shall communicate the decision of the Sabbatical Committee by the end of the Fall Semester with a full explanation of the person's standing on the list for approval or non-approval. This communication shall be in a verifiable format (email is acceptable).

The unit member shall not have to serve a period of service in the employ of the District, which is twice the period of the Unpaid Sabbatical, following his/her return from said Unpaid Sabbatical. A Contract of Agreement and Sabbatical Report shall be required per [Articles 12-1A.9a. and 9b.](#) The following logistics shall apply with respect to the Contract of Agreement ([Appendix: Unpaid Sabbatical Leave of Absence \(LOA\) Contract](#)):

- Human Resources shall mail the Sabbatical Leave of Absence Contract of Agreement to Board of Trustees approved applicants by April 1. This shall occur through a verifiable mailing system.
- Board of Trustees approved applicants will return signed Contract of Agreement to Human Resources no later than ten (10) days after receipt.

- Human Resources will verify with the Sabbatical Committee Chair through the Vice Presidents, Academic Services receipt of Board of Trustees approved applicant's Contracts of Agreements no later than April 30.
- If the Contract of Agreement is not signed within ten (10) days, then the offer of a Sabbatical Leave of Absence shall be automatically withdrawn.
- Human Resources will obtain both parties signatures by the end of May. A copy will be sent through a verifiable mailing system to the Board of Trustees approved applicant.
- In the absence of signed Contract of Agreement, the Faculty Association-District Contract shall control and is binding on the Sabbatical Leave of Absence recipient.

If the Sabbatical Leave Committee finds deficiencies in the Sabbatical Report, the unit member shall not advance one (1) Step on the Full-time [Faculty Salary Schedule](#) upon his/her return to work at the end of the Unpaid Sabbatical Leave of Absence and shall not be eligible to buy the appropriate Service Credit from the California State Teachers' Retirement System (CalSTRS) or the California Public Employees' Retirement System (CalPERS) Service Credit.

Reports are due from the Faculty returning in either the Fall or Spring Semester to the Chairperson of the Sabbatical Leave Committee through the Vice Presidents, Academic Services on the first day of return to active service.

The Vice President, Academic Services at each college will send letters welcoming returnees back and informing them of the date their Sabbatical Leave of Absence Report sixty (60) days after the start of their return to active service. This process shall occur in June for those returning in the Fall Semester of after a full Academic Year, or in October for those returning in the Spring Semester.

The Sabbatical Leave Committee begins review of the reports from previous Spring Semester and previous Academic Year. The Committee shall complete the review no later than sixty (60) days after the beginning of the following semester or as soon thereafter as possible. Reports with Sabbatical Leave Committee approval or disapproval shall be forwarded to the Chancellor through the College President for the Board of Trustees review.

If the Sabbatical Leave Committee acts affirmatively on the acceptance of the Unpaid Sabbatical Report, the District shall, if requested by the unit member, report said Unpaid Sabbatical Leave of Absence to the California State Teachers' Retirement System (CalSTRS) or the California Public Employees' Retirement System (CalPERS) as an Unpaid Sabbatical Leave of Absence for the purpose of allowing the unit member to purchase said Leave as CalSTRS or CalPERS Service Credit. If the unit member requests the District to report the Unpaid Sabbatical Leave of Absence to CalSTRS or CalPERS, then the District shall report the Unpaid Sabbatical Leave of Absence to CalSTRS or CalPERS when the Sabbatical Leave Committee acts affirmatively on the eligible unit member's report.

It is understood that the unit member bears the full financial burden of purchasing this Unpaid Service Year of CalSTRS or CalPERS service credit. It is further understood that CalSTRS or CalPERS regulations control with respect to the granting of the respective Service Credit.

This provision shall be applied retroactively to all eligible unit members.

**12-1C. Unpaid Leave of Absence (Not Sabbaticals) For Educational Benefit**

Per [Article 21E.2](#), Unpaid Leaves of Absence (other than Sabbatical) granted to unit members for experiences which may be presumed to be of educational benefit to the students and the District, as determined by the Sabbatical Leave Committee, shall result in Service Credit on the [Faculty Salary Schedule](#) up to one (1) Academic Year. Application for this Leave must be made in advance to the Sabbatical Leave Committee. At the end of said Unpaid Leave of Absence, the unit member must submit a report to the Sabbatical Committee verifying that the objectives of the Leave of Absence were accomplished. The Sabbatical Leave Committee has the authority to determine if the Leave of Absence objectives were accomplished before the Step Advance shall occur.

## **ARTICLE 12-2**

### **WORKLOAD BANKED LEAVE OF ABSENCE**

#### **12-2. Workload Banked Leave of Absence Policies**

(See Article 10D.9)

##### **12-2A.1 Maximum Workload Banked Leave of Absence**

Regular unit members may earn a maximum of one (1) semester Workload Banked Leave of Absence without loss of salary or benefits.

Sixteen (16) Calculated A Hours (CAHs) must have been banked in order to take a Workload Banked Leave of Absence in any proposed semester. A unit member may take a semester of Workload Banked Leave of Absence (LOA) while on Pre-retirement Reduction in Workload. (See [Article 19](#) for this type of Leave of Absence.) If the unit member is on Pre-retirement Reduction in Workload according to the terms of [Article 19](#), he/she shall be charged a proportional amount of Banked Load when applying his/her Banked Calculated A Hours (CAHs) toward a full semester's absence, commensurate to his/her Load obligation for that semester. For example, if the unit member's Load obligation is seventy-five percent (75%) for the semester in question, as per [Article 19](#), then he/she needs to apply seventy-five percent (75%) of sixteen (16) Calculated A Hours (CAHs), *i.e.*, twelve (12) Calculated A Hours (CAHs) from his/her Banked Load balance, to take that semester as a Banked Load Leave of Absence. Faculty cannot workload bank any hours over forty (40) scheduled hours per week.

- a. For Counseling Faculty, Library Faculty, and Special Assignments Faculty participating in a Workload Banked Leave of Absence, Calculated A Hour (CAH) equivalents for non-instructional service shall be computed according to [Article 10D.12](#). In these cases, the District shall maintain Load Sheets according to [Article 10D.9](#).

Unit members must request in writing if the overload earned is for banking or non-banked carryover at the time of the acceptance of the overload. Only overload that is properly requested on the official form shall go into the unit member's Workload Banked Account. See [Appendix](#): Workload Banking Request Form (Regular Unit Members only).

A unit member with an underload is not eligible to workload bank any hours until the underload is satisfied.

Any class taught for Load during Summer or Inter-session, whether units are banked or not, shall incur an obligation to serve office hours in accordance with [Article 17E.2](#).

- b. A unit member desiring to participate in Workload Banking shall use the [Workload Banking Request Form](#) (Regular Unit Members only) to request the transfer of a specified number of Calculated A Hours (CAHs) from his/her Non-Banked Carry-over into Banked Load, subject to the conditions below.
- c. A maximum of six (6) Calculated A Hours (CAHs) may be banked in any one (1) semester or Term (including Summer Session or Inter-session).
  - (1) These hours may be earned at any time during the Faculty member's one hundred and seventy-five (175) day contract, or during the Summer or Inter-session.
  - (2) Only CAHs within a positive Non-Banked Carry-over may be transferred to Banked Load; Banked Load shall never show a negative balance.
  - (3) If a unit member experiences a negative Non-Banked Carry-over (underage) at the end of any Academic Year, he/she may elect to reduce the underage by transferring a specified amount of CAHs from the Banked Load to the Non-Banked Carry-Over, as long as the CAHs transferred are less than or equal to the unit member's Banked Load balance.
- d. Unit members who intend to take a Semester Workload Banked Leave of Absence must submit their Workload Banked Leave of Absence request to their immediate supervisor and the appropriate College Vice President by March 15 for the following Fall Semester and by September 15 for the following Spring Semester. Sixteen (16) Calculated A Hours (CAHs) or the equivalent must be completed by the Term preceding the intended Workload Banked Leave of Absence, including Summer Session. Failure to accrue the mandatory Calculated A Hours (CAHs) or the equivalent by the Term preceding the intended Workload Banked Leave of Absence will result in either cancellation or postponement of the Workload Banked Leave of Absence. Approval or disapproval of the Workload Banked Leave of Absence request will be based on the impact of the Workload Banked Leave of Absence on the integrity of the unit member's program. Notification of approval or disapproval will be given to the unit member by April 15 for Fall Semester Workload Banked Leaves of Absence or October 15 for Spring Semester Workload Banked Leaves of Absence.
- e. In the event the Workload Banked Leave of Absence request is denied, an Ad Hoc Committee consisting of the following members will be convened by the College Vice President, Academic Services or the Vice President, Student Services to re-assess the potential program impact.

Members of the Ad Hoc Committee include:

- (1) The College Vice President, Academic Services or the College Vice President, Student Services or his/her designee;
- (2) The unit member planning the Semester Workload Banked Leave of Absence; and

- (3) One unit member not planning a Semester Workload Banked Leave of Absence, mutually agreed to by the College Vice President, Academic Services or the College Vice President, Student Services and the unit member planning the Semester Leave of Absence.

This Ad Hoc Committee will make a written recommendation to the College Vice President, Academic Services or the College Vice President, Student Services who will review the recommendation of the Ad Hoc Committee and make a recommendation to the appropriate College President. The final decision will rest with the College 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 seventeen (17) Calculated A Hours (CAHs) or equivalent. See [Article 10D.11](#).
- g. Commencing with the Fall Semester 2014, the requirement for Sixteen (16) Calculated A Hours (CAHs) will be required for all requested Workload Banked Leaves of Absence unless the unit member is on Pre-retirement Reduction in Workload according to the terms of [Article 19](#). See Article 12-2A.1, above.
- h. Any class taught for Load during Summer or Inter-session, whether units are banked or not, shall incur an obligation to serve office hours in accordance with [Article 17E.2](#).

#### **12-2A.2 Cancellation Or Extension Of Workload Banked Leave of Absence By The Unit Member**

A cancellation of one (1) Academic Year extension may be requested from the College Vice President, Academic Services or the College Vice President, Student Services a minimum of one (1) semester in advance of the planned Workload Banked Leave of Absence (April 1 for Fall Semester, October 1 for Spring Semester).

#### **12-2A.3 Frequency Of Workload Banked Leaves Of Absence**

A Workload Banked Leave of Absence may be taken once in a three (3) Academic Year period.

#### **12-2A.4 Restrictions On Taking Workload Banked Leaves Of Absence**

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

#### **12-2A.5 Accounting For Workload Banked Load Conversion Of Workload Banked Load To Unbanked 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 by the unit member but only according to the terms of Article 12-2A.1c(3) above.

## **12-2A.6 Cashing Out Workload Banked Load**

### **12-2A.6.1 Restrictions On Cashing Out Workload Banked Load**

After July 1, 2005 a unit member shall not be entitled to cash out Workload Banked overload except under one (1) 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 position 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. (The balance in the deceased unit member's account shall be paid to his/her estate.)

### **12-2A.6.2 Guidelines For Cashing Out Workload Banked Load**

Subject to Article 12-2A.6 above, cashing out Workload Banked Load will occur under the following guidelines:

- a. The Workload Banked units shall be paid according to the prevailing Schedule of Part-time Faculty Salary Rates, at the Calculated A Hour (CAH) rate indicated for instructional assignments, at the highest step shown that is not greater than the unit member's current step on the Full-time [Faculty Salary Schedule](#).

Because Workload Banked Load commingles Load from both instructional and non-instructional service, it is understood that noninstructional pay rates cannot be applied when cashing out Workload Banked Load.

- 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 Workload Banked Load must submit a written request to the appropriate College Vice President stating the reason for the request according to the above guidelines and circumstances. Thereafter, the request shall be forwarded to the Office of Human Resources.
- d. When a Full-time unit member leaves the employment of the District, any unused Workload Banked overload shall be paid as described herein.

**12-2A.7 Load Sheet**

Effective Fall Semester 2012, unit member Load Sheets shall delineate banked versus non-banked overages in accordance with [Article 10D.9](#).

**12-2A.8 Working While On Workload Banked Leave Of Absence**

Unit members on Workload Banked Leave of Absence shall be deemed eligible to perform overloads, for compensation on the [Part-time Faculty Salary Schedule](#). See [Article 18B.1e.\(2\)](#).

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## **ARTICLE 12-3**

### **FACULTY EXCHANGE LEAVE OF ABSENCE**

#### **12-3A. Faculty Exchange Leave of Absence**

Leaves of Absence may be granted during the Academic Year to Full-time Regular Faculty. Regular unit members who are approved may 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. These Leaves of Absence shall be mutually agreed upon and determined on the basis of the following factors:

##### **12-3A.1 Effect Of Faculty Exchange Leave of Absence**

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.

##### **12-3A.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. These funds may be allocated to the unit member for actual and necessary expenses as are appropriate and specifically designated.

##### **12-3A.3 Requirements**

All exchanges shall be on a one-for-one basis, and visiting personnel shall meet District requirements for unit members in their classification of Instructional Faculty, Counseling Faculty, Library Faculty, or Faculty on Special Assignments, as appropriate. The District's unit member 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.

##### **12-3A.4 Reinstatement Into Position**

The unit member, upon expiration of the Faculty Exchange Leave, shall be reinstated in the position held at the time of the granting of the Leave of Absence unless agreed otherwise by the unit member and the District.

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# **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 tenured unit members who request a transfer shall self-identify as current CLPCCD Full-time Faculty in the applicant tracking system, must meet the minimum qualifications 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 the Office of 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 one (1) 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 Faculty Service Area (FSA) and minimum qualifications, majors or minors to perform the services required and seniority; and
  - (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 said involuntary transfer shall not occur unless the requirements set forth in items (1) through (4) below 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. The following guidelines shall apply:

- (1) It is demonstrated by the District that there is a significant reduction in the need for the services provided by Instructional Faculty, Counseling Faculty, Library Faculty, or Faculty on Special Assignments, 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 shall be 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: Transfer: Notice of Involuntary Transfer](#); and,
- (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 the 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 unit 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 into 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 into shall be notified of the transfer when the transfer decision is final.

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# **ARTICLE 14**

## **CONTRACT (UNTENURED) FACULTY EVALUATION**

### **14A. Purpose**

In the granting of tenure, a peer review process will be used to ensure that Contract (Probationary) Faculty demonstrate the qualities and performance necessary to meet professional responsibilities. Tenure derives from two (2) sources: the authority of the Chabot-Las Positas Community College District Board of Trustees, who ensures 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 Faculty 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 Academic Year for a Probationary Faculty unit member (hereafter referred to as a Contract unit member). (See [Article 14L.2](#), Footnote 2.) In the normal process, the Tenure Committees, comprised of Faculty peers and Administrators, recommend to the Board of Trustees the appropriate Faculty for tenure.

This policy conforms to the provisions of AB 1725 and Sections 87663 and 87664 of the California 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 Contract Faculty unit member.

#### **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 unit members 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 Appendix](#):

Evaluation: Counseling Faculty Evaluation Form - Student Survey

Evaluation: Counseling Faculty Performance Observation Form

Evaluation: Special Assignment Faculty - Client Survey Form

Evaluation: Library Faculty Observation Form

Evaluation: Library Faculty Orientation - Student Survey Form

Evaluation: Observation of Instruction Form - Online Class

Evaluation: Observation of Instruction Form - Math Emporium

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 - Math Emporium

Evaluation: Student Response to Instruction Form - Online Class

### **14B.4 Written Responses**

The Contract Faculty unit member has the right to respond in writing to the evaluation(s). Written responses shall become part of the unit member's Personnel File. See [Articles 16-1 to 16-3](#).

### **14B.5 Retention Data**

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

### **14B.6 Non Retaliation**

There shall be no retaliation against a Contract Faculty unit member who voices an opinion or files a signed written opinion.

### **14B.7 Reassigned Time**

Contract and Temporary Leave Replacement (TLR) Faculty hired as Instructional Faculty, Counseling Faculty, or Library Faculty shall not be granted reassign time for the first two probationary contracts. If however, a Contract or Temporary Leave Replacement (TLR) Faculty person is hired with demonstrable work experience outside of his/her primary assignment, management shall have the option to offer the unit member up to but not exceeding four (4) CAHs of reassign time. See [Article 10C.3e](#).

## **14C. Faculty Standards For All Contract (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 Instructional, Counseling, Library or Faculty on Special Assignments.

The Faculty is 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. 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 the use of support materials, including texts and documents; and
- f. 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**

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

- a. Attend and participate in Faculty meetings, division meetings, subdivision and/or task force meetings;
- b. Participate in orientation, commencement (see [Articles 8C.3](#) and [8C.6](#)), and on-campus professional development activities;

- c. Participate in program and subject area improvement tasks, such as creating and assessing Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs) and Program Learning Outcomes (PLOs), revising and developing curricula, program review, articulation, and mentoring students and Part-time Faculty unit members;
- d. Meet deadlines and submittal of Discipline Plans (see [Articles 26E.4-26E.7](#)), schedules, grades and Census Reports (see [Articles 1C.1.cc.](#) and [8C.4.](#)); and
- e. Where appropriate, participate in advisory committees and maintain contacts with other educational institutions, organizations, businesses or industry.

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

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

#### **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 unit members within a team teaching class (see [Article 10D.2d.](#) for definition) have adopted a required text, that text must be used unless the unit member(s) 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 26: Enrollment Management.](#)

- k. See [Article 10F.3g. and k.](#) for evaluation of on-line instruction.

#### **14C.7 Additional Specific Standards For Counseling Faculty**

- 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 26: 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 26: Enrollment Management](#).

**14C.9 Additional Specific Standards For Faculty On Special Assignments/Coordinator Assignment(s) As Part Or All Of Their Primary Duty**

In consultation with the unit member and the supervisor, the Level One Tenure Review Committee will develop standards appropriate to each unit member on Special Assignments/Coordinator Assignment(s) as his/her primary assignment. The standards shall be clearly related to the Special Assignments/Coordinator Assignment(s) 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 (3) weeks of the first day of service. Where appropriate, working collaboratively in the enrollment management process as defined in [Article 26: Enrollment Management](#) is an expectation.

**14D. Frequency And Timeline**

The following procedures apply to faculty evaluation during the first four (4) Academic Years of Contract Faculty employment. The first contract is for one (1) Academic Year, the second contract is for one (1) Academic Year, and the last contract (third and fourth Academic Years) is for two (2) Academic Years. This frequency and timeline conform to AB 1725 guidelines.

**14D.1 Spring Semester Hires—Faculty Members First Hired On Contract In The Spring Semester**

Contract Faculty first hired in the Spring Semester begin the review process that Spring Semester and continue through the next Academic Year on a first Academic Year Contract (Education Code 87605). At least one (1) class or activity observation and student evaluation process shall occur in the first Spring Semester.

**14E. Committees And Procedures**

Evaluation for tenure involves a three (3) 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 (3) 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 unit member. The Faculty Association observer shall function exclusively to monitor the Level One Tenure Review 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/her discretion and shall not be responsible for the substantive issues involving recommendation for contract renewal, dismissal or tenure (if appropriate).

- b. The appropriate Administrator.
- c. A tenured (Regular) Faculty unit member selected from the Contract Faculty unit member's Primary (or related) Discipline, appointed by mutual consent of Faculty from the Contract Faculty unit member's Primary Discipline (or division); or, in the event that consensus cannot be reached, appointed by the appropriate Administrator. See [Article 1.C.1h.](#) for definition of Primary Discipline.
- d. A tenured Faculty unit member from a discipline different from that of the Contract Faculty unit member may be appointed.
- e. Whenever possible, Committee members should be selected with a goal of reflecting both ethnic and gender diversity.
- f. The Contract Faculty unit member may challenge the Level One Tenure Review Committee composition by requesting a change of one (1) member of the Committee (the appropriate Administrator is not subject to exclusion by this process). The Contract Faculty unit member must request a change in his/her Level One Tenure Review Committee before the end of the first two (2) semesters of his/her Contract Faculty employment. The right to request a Level One Tenure Review Committee change shall lapse after that time. The replacement member to the Level One Tenure Review Committee will be appointed by the same body that chose the original Committee member. Additionally, either the Contract Faculty unit member or that unit member's Division may request the selection of a Level One Tenure Review Committee member from the District's other college. In order to select the optional fourth member of the Level One Tenure Review Committee, the Committee and the Contract Faculty unit member must reach mutual consent. With the exception of the right of the Contract Faculty unit member's one (1) Level One Tenure Review Committee member challenge defined above, the Committee shall remain the same for the entire four (4) Academic 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.

## **14E.2 Training**

All members of Tenure Review Committees and Contract Faculty unit members shall receive training in the tenure evaluation process, when they are assigned to a Tenure Review Committee or if they have not received training within the last three (3) Calendar Years from the last date trained.

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 in this Article;
- d. Providing timely feedback to the Contract Faculty unit member 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 Leave Replacement (TLR) Basis**

All Faculty who are hired on a Full-time, Temporary Leave Replacement (TLR) basis shall be evaluated in accordance with this Article's first and second Academic 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 unit member with a Full-time Temporary Leave Replacement (TLR) assignment is hired for the immediately subsequent Academic Year in a Tenure Track position, the Level One Tenure Review Committee shall apply only one (1) Academic Year of the immediately prior Temporary Leave Replacement (TLR) Faculty service to the evaluation process of the Contract Faculty unit member's placement. Only one (1) Academic Year of the immediately prior Temporary Leave Replacement (TLR) Faculty 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 Leave Replacement (TLR) Faculty assignment.

## **14F. Methods For Instructional Faculty**

### **14F.1 Professional Review**

In the first Academic Year, the Contract Faculty unit member must submit a brief narrative description (one to three pages) of his/her Faculty assignment by October 1 for Fall Semester hires and March 1 for mid-year hires. In the second, third, and fourth Academic Years the Contract Instructional Faculty unit members must submit a written Professional Review (three to eight pages) to the supervisor by October 1. The Professional Review shall cover the Contract Instructional Faculty unit member's previous Academic Year of employment. The Professional Review shall include information and ideas relevant, but not limited to, the standards for Faculty evaluation (as expressed above in the Articles titled "Faculty Standards"). (See [Articles 14C.1-5](#) and [14C.6.](#)) Faculty members first hired on a Contract Instructional Faculty basis in Spring Semester are also subject to the Professional Review process.

## **14F.2 Class Visits**

In order to assess the professional effectiveness of the Contract Instructional Faculty unit member, the Level One Tenure Review Committee shall make a minimum of three (3) classroom visits according to [Article 14D.1](#) [typically one (1) visit by each Committee member].

### **a. Timing of the Visits**

Under the first Academic Year contract, these visits shall be spaced so that no more than one (1) visit occurs in any week during the Fall Semester. Under the second Academic Year contract, visits may occur any time from the Spring Semester of the first Academic Year (after the March 15 renewal date) through the Fall Semester of the second Academic Year. At least one of the three (3) visits should take place in the Spring Semester. Under the third, two Academic Year contract, visits may occur any time from the Spring Semester of the second Academic Year (after the March 15 renewal date) through the Fall Semester of the fourth Academic 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 Instructional Faculty unit member. The Contract Instructional Faculty unit member may request that a particular visit not occur. If there is difficulty in coordinating a classroom visit, the Contract Instructional Faculty unit member and the Level One Tenure Review Committee member may schedule a specific visiting time. The evaluator shall meet privately with the Contract Instructional Faculty unit member to discuss the written report. (See [Appendix](#): Evaluation: Observation of Instruction Form - Online Class, Evaluation: Observation of Instruction Form - Math Emporium, 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 - Math Emporium.)

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 Instructional Faculty unit member. For Contract Instructional Faculty unit members who teach primarily laboratory courses, this evaluation shall include visits in the laboratory setting.

When a Contract Instructional Faculty unit member has an offsite assignment as part of his/her Load, the respective program Faculty will implement procedures on negotiated forms to obtain information from the staff at the site regarding the Contract Instructional Faculty unit member's performance. This information will serve as only one (1) part of input into the Contract Instructional Faculty unit member's evaluation, and this information will be shared first with the Contract Instructional Faculty unit member and then with the members of the Level One Tenure Review Committee. See [Articles 10F.3g](#) and k. for evaluation of on-line class.

c. **Additional Class Visits**

When additional relevant information (as defined by [Article 14F.4](#)) comes to the attention of the appropriate Administrator, the Contract Instructional Faculty unit member shall be subject to unannounced observations and evaluations by the appropriate Administrator into classrooms or work areas.

d. **Summary of Student Surveys**

A student survey shall normally be conducted in tandem with each of the classroom visits described above. Students shall be surveyed in no fewer than three (3) classes for each of the first and second Academic Year contracts. For the first and second Academic Year contracts, at least one (1) student survey should occur in the Spring Semester. Surveys for the third, two Academic Year contract shall occur during no fewer than two (2) classes in the Fall Semester for both Contract Academic Years. The Level One Tenure Review Committee shall be responsible for the distribution and collection of the surveys. The survey form used will be a standard negotiated form. The Level One Tenure Review 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 Level One Tenure Review Committee until after the end of each semester, and will then be returned to the Contract Instructional Faculty unit member by the Level Two Tenure Review Committee. In the case of programs in which students stay with an Instructional Faculty member for more than one (1) semester, and in order to protect student anonymity, the forms may be retained by the Level One Tenure Review Committee for two (2) to four (4) semesters. [See Appendix: Evaluation: Student Response to Instruction Form - Face to Face Class, Evaluation: Student Response to Instruction Form - Math Emporium, Evaluation: Student Response to Instruction Form - Online Class.](#)

e. **Classroom Materials**

Contract Instructional Faculty unit members shall provide the Level One 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 Instructional Faculty unit member with the Level One Tenure Review Committee.

f. **Report of In-Class Visit**

The Contract Instructional Faculty unit member shall receive a written, signed report of the in-class visit within fifteen (15) working days of the occurrence of the visit. Where the in-class visit is conducted by a Level One Tenure Review Committee member, failure to provide this report in a timely fashion shall not be deemed to be a violation of the evaluation process.

### **14F.3 Appropriate Administrator's Review**

The appropriate Administrator will write a review of the Contract Instructional Faculty unit member's performance, based upon information such as Class Visit Reports, the Contract Instructional Faculty unit member's narrative description of the assignment (first Academic Year) or Professional Review (second, third, and fourth Academic Years), the Contract Instructional Faculty unit member's

fulfillment of collegial responsibilities, Administrative Summary and Evaluation based on applicable contractual faculty standards including: fulfillment of collegial responsibilities, excellence in working with students, participate in program and subject areas improvement tasks, meet deadlines and submittal of grades and Census Reports, and meet additional specific standards for instructional faculty, and other relevant information. The appropriate Administrator will meet with the Contract Instructional Faculty unit member to deliver and discuss the appropriate Administrator's Review, to inform the Contract Instructional Faculty unit member of the opportunity to attach a response, and to secure the Contract Instructional Faculty unit member's signature acknowledging receipt of the appropriate Administrator's Review. The signed appropriate Administrator's Review and any Contract Instructional Faculty unit member's response are then forwarded to the Level One Tenure Review Committee by December 1.

#### **14F.4 Other Relevant Information**

The Level One Tenure Review Committee Shall review any other relevant information that pertains to the Faculty Standards (see [Articles 14C.1-5](#) and [14C.6](#)). Other relevant information pertinent to the evaluation process may include documents from the Personnel File (see [Article 16-1](#)). The Level One Tenure Review Committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the Contract Instructional Faculty unit member. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of the Contract Instructional Faculty unit member done on negotiated student evaluation forms shall be anonymous in order to protect the identity of the student. Any substantiated information which the appropriate Administrator has and which is relevant to the Faculty Standards shall be shared with the Level One Tenure Review Committee and the Level Two Tenure Review Committee, and the new information shall require the Level One Tenure Review Committee to reconvene and meet with the Contract Instructional Faculty unit member, who shall be given an opportunity to respond in writing within a timeline agreed upon between the Faculty Association President and the Chancellor or their designee(s). The response from the Level One Tenure Review Committee and from the Contract Instructional Faculty unit member shall be submitted to the Level Two Tenure Review Committee per the timeline agreed to by the Chancellor and the President of the Faculty Association. The Level One Tenure Review Committee may revise its initial Level One Report and Recommendation.

#### **14F.5 Meetings For Each Academic Year**

##### **a. Initial Meeting**

The initial meeting of the Level One Tenure Review Committee and Contract Instructional Faculty unit member should occur in early October. The appropriate Administrator shall be responsible for organizing this initial meeting. At this time, the Committee will apprise the Contract Instructional Faculty unit member of the tenure review procedures, including Faculty Standards in [Articles 14C.1-5](#) and [14C.6](#)), the Professional Review, student surveys, class visits, classroom materials, appropriate Administrator's

review, other relevant information, meetings, and the Level One Tenure Review Committee Report.

**b. Interim Meetings**

Interim meetings are held as needed to apprise the Contract Instructional Faculty unit member of progress and findings. Should the Level One Tenure Review Committee detect possible performance deficiencies, the Level One Tenure Review 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 Instructional Faculty unit 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 Instructional Faculty unit member or the Level One Tenure Review Committee members.

**d. Final Meeting**

After collection of all data, the Level One Tenure Review Committee shall meet with and report its recommendations to the Contract Instructional Faculty unit member. This meeting should take place before the end of the Fall Semester. The Contract Instructional Faculty unit member shall be asked to sign two (2) copies of the Level One Tenure Review Committee Report verifying receipt of it and understanding of the right to attach a response. One (1) copy shall remain with the Contract Instructional Faculty unit member, 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 Tenure Review Committee.

**14F.6 Level One Tenure Review Committee Report**

The Level One Tenure Review Committee shall forward its recommendations to the appropriate College Vice President, Academic Services or College Vice President, Student Services 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 Level One Tenure Review Committee member. Included with the recommendation shall be the Level One Tenure Review Committee's specific rationale for its recommendation, including reference to each of the methods listed in this policy. The Contract Instructional Faculty unit member may attach a response to the completed report that goes to the administration. The Level One Tenure Review Committee's Level One Report should be delivered, through the Contract Instructional Faculty unit member's appropriate Administrator, to the appropriate College Vice President, Academic Services or College Vice President, Student Services by December 16.

## **14G. Methods For Counseling Faculty**

### **14G.1 Professional Review**

In the first Academic Year, the Contract Counseling Faculty unit member must submit a brief narrative description (one to three pages) of his/her Faculty assignment. It will include the Contract Counseling Faculty unit member's goals and objectives and an initial plan on how the counseling standards will be addressed during the evaluation period and will be submitted to the Level One Tenure Review Committee with copies to his/her appropriate Administrator. In the second, third, and fourth Academic Years Contract Counseling Faculty unit members must submit a written Professional Review to the Level One Tenure Review Committee and the appropriate Administrator by October 1 and March 1 for mid-year hires. The Professional Review (three to eight pages) shall cover the Contract Counseling Faculty unit member's previous Academic Year of employment. The Professional Review shall include information and ideas relevant, but not limited to, the standards for Faculty evaluation (as expressed above in the Faculty Standards [see [Articles 14C.1-5](#) and [14C.7](#)]). Contract Counseling Faculty unit members first hired on Contract in Spring Semester are also subject to the Professional Review Process.

### **14G.2 Counseling Sessions**

In order to assess the professional effectiveness of the Contract Counseling Faculty unit member, the Level One Tenure Review Committee members shall insure that three (3) separate observation visits of counseling sessions occur during each contract Academic Year.

#### **a. Timing of the Visits**

Under the first Academic Year contract, these visits shall be spaced so that no more than one (1) visit occurs in any week during the Fall Semester. Under the second Academic Year contract, these visits may occur any time from the Spring Semester of the first Academic Year through the Fall Semester of the second Academic Year. At least one (1) of the three (3) visits should take place in the Spring Semester. Under the third, two (2) Academic Year contract, these visits may occur any time from the Spring Semester of the second Academic Year (after the March 15 renewal date) through the Fall Semester of the fourth Academic Year.

#### **b. Procedures for the Visits**

A negotiated Observation/Visit Form shall be used for counseling sessions. ([See Appendix](#): Evaluation: Counseling Faculty Performance Observation Form). Visits shall be unannounced, but shall occur with the consent of the Contract Counseling Faculty unit member and the student present. The Contract Counseling Faculty unit member may request that a particular visit not occur. If there is difficulty in coordinating a visit, the Contract Counseling Faculty unit member and the Level One Tenure Review Committee member may schedule a specific visiting time. The evaluator

shall meet privately with the Contract Counseling Faculty unit member to discuss the written report. Additional visits shall occur at the request of either the Level One Tenure Review Committee or the Contract Counseling Faculty unit member.

When a Contract Counseling Faculty unit member has an offsite assignment as part of his/her Load, the respective program Faculty will implement procedures on negotiated forms to obtain information from the staff at the site regarding the Contract Counseling Faculty unit member's performance. This information will serve as only one (1) part of input into the Contract Counseling Faculty unit member's evaluation, and this information will be shared first with the Contract Counseling Faculty unit member and then with the members of the Level One Tenure Review Committee.

**c. Additional Counseling Session Visits**

When additional relevant information (as defined by [Article 14G.5](#)) comes to the attention of the appropriate Administrator, the Contract Counseling Faculty unit member shall be subject to unannounced observations and evaluations by the appropriate Administrator into classrooms or service areas.

**d. Classroom**

If the Contract Counseling Faculty unit member has an Instructional Faculty Load assignment for Load credit, the methods for evaluating Instructional Faculty will be used for that portion of the Contract Counseling Faculty workload.

**e. Summary of Student Surveys**

Students seeking counseling services shall be surveyed each semester for the first and second Academic Year Contract Counseling Faculty unit member. Surveys for the third, two (2) Academic Year contract shall occur once during the Fall Semester for both contract Academic Years. The Level One Tenure Review Committee shall be responsible for coordinating the distribution and collection of the surveys with the appropriate Administrator of Student Services at both colleges responsible for Contract Counseling Faculty unit members. The form used will be a standard negotiated survey form. The Level One Tenure Review 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 Level One Tenure Review Committee until after the end of each semester and will be returned to the Contract Counseling Faculty unit member.

[See Appendix](#): Evaluation: Counseling Faculty Evaluation Form - Student Survey.

**f. Report of the Visit**

The Contract Counseling Faculty unit member shall receive a report of the visit within fifteen (15) working days of the date of the visit. Where the visit is conducted by a Level One Tenure Review Committee member, failure to provide this report in a timely fashion shall not be deemed to be a violation of the evaluation process.

**14G.3 Coordination Assignments Of Contract Counseling Faculty**

Contract Counseling Faculty unit members on Special Assignments 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 Level One Tenure Review Committee shall review information relevant to the coordination assignment(s) that may include assessment instruments that 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 Appropriate Administrator's Review**

The appropriate Administrator will write a review of the Contract Counseling Faculty unit member's performance, based upon information such as Counseling Faculty Session Reports, the Contract Counseling Faculty unit member's narrative description of the assignment (first Academic Year) or Professional Review (second, third and fourth Academic Years), the Contract Counseling Faculty unit member's fulfillment of collegial responsibilities, Administrative Summary and Evaluation based on applicable contractual faculty standards including: fulfillment of collegial responsibilities, excellence in working with students, participate in program and subject areas improvement tasks, meet deadlines and submittal of grades and Census Reports, and meet additional specific standards for instructional faculty, and other relevant information. The appropriate Administrator will meet with the Contract Counseling Faculty unit member to deliver and discuss the appropriate Administrator's Review, to inform the Contract Counseling Faculty unit member of the opportunity to attach a response, and to secure the Contract Counseling Faculty unit member's signature acknowledging receipt of the appropriate Administrator's Review. The signed appropriate Administrator's Review and any Contract Counseling Faculty unit member's response are then forwarded to the Level One Tenure Review Committee by December 1.

**14G.5 Other Relevant Information**

The Level One Tenure Review Committee shall review any other relevant information that pertains to the Faculty Standards (see [Articles 14C.1-5](#) and [14C.7](#)) and coordination assignment(s). Other relevant information pertinent to the evaluation process may include documents from the Personnel File (see [Article 16-1](#)). The Level One Tenure Review Committee shall not consider information about the private life, religious, political and/or organizational

affiliations, or sexual preferences of the Contract Counseling Faculty unit member. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of the Contract Counseling Faculty unit member shall be done on negotiated student evaluation forms and shall be anonymous in order to protect the identity of the student. Any substantiated information which the appropriate Administrator has and which is relevant to the Faculty Standards shall be shared with the Level One Tenure Review Committee and Level Two Tenure Review Committee, and the new information shall require the Level One Tenure Review Committee to reconvene and meet with the Contract Counseling Faculty unit member, who shall be given an opportunity to respond in writing within a timeline agreed upon between the Faculty Association President and the Chancellor or their designee(s). The response from the Level One Tenure Review Committee and from the Contract Counseling Faculty unit member shall be submitted to the Level Two Tenure Review Committee as per the timeline agreed to by the Chancellor and the President of the Faculty Association. The Level One Tenure Review Committee may revise its initial Level One Tenure Review Report and Recommendation.

#### **14G.6 Meetings For Each Academic Year**

##### **a. Initial Meeting**

The initial meeting of the Level One Tenure Review Committee and the Contract Counseling Faculty unit member should occur in early October. The appropriate Administrator shall be responsible for organizing this initial meeting. At this time, the Level One Tenure Review Committee will apprise the Contract Counseling Faculty unit member of the Tenure Review procedures, including Faculty Standards in [Articles 14C.1-5](#) and [14C.7](#), the Professional Review, counseling sessions, classroom surveys coordination assignment(s), the appropriate Administrator's Review, other relevant information and meetings, and the Level One Committee Tenure Review Report.

##### **b. Interim Meetings**

Interim meetings are held as needed to apprise the Contract Counseling Faculty unit member of progress and findings. Should the Level One Tenure Review Committee detect possible performance deficiencies, the Committee shall meet with the Contract Counseling Faculty unit member 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 Counseling Faculty unit 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 Counseling Faculty unit member or the Level One Tenure Review Committee members.

**d. Final Meeting**

After collection of all data, the Level One Tenure Review Committee shall meet with and report its recommendations to the Contract Counseling Faculty unit member. This meeting should take place before the end of the Fall Semester. The Contract Counseling Faculty unit member shall be asked to sign two (2) copies of the Level One Tenure Review Report verifying receipt of it and understanding of the right to attach a response. One (1) copy shall remain with the Contract Counseling Faculty unit member, and the other shall be forwarded as described below. This Level One Tenure Review Committee Report shall be a fair and accurate summary of the information provided to the Level One Tenure Review Committee.

**14G.7 Level One Tenure Review Committee Report**

The Level One Tenure Review Committee shall forward its recommendations to the appropriate College Vice President, Academic Services or College Vice President, Student Services for contract renewal, dismissal, or tenure (if appropriate). This recommendation may include a minority view. This Level One Tenure Review Report should be a fair and accurate summary of the judgment made by each individual Level One Tenure Review Committee member. Included with the recommendation shall be the Level One Tenure Review Committee's specific rationale for its recommendation, including reference to each of the methods listed above. The Contract Counseling Faculty unit member may attach a response to the completed report that goes to the administration. The Level One Tenure Review Committee's final report should be delivered, through the Contract Counseling Faculty unit member's appropriate Administrator, to the appropriate College Vice President, Academic Services or College Vice President, Student Services by December 16.

**14H. Methods For Library Faculty**

**14H.1 Professional Review**

In the first Academic Year, the Contract Library Faculty unit member must submit a brief narrative description (one to three pages) of his/her faculty assignment. In the second, third, and fourth Academic Years, the Contract Library Faculty unit member must submit a written Professional Review (three to eight pages) to the supervisor by October 1 and March 1 for mid-year hires. The Professional Review shall cover the Contract Library Faculty unit member's previous Academic Year of employment. The Professional Review shall include information and ideas relevant, but not limited to, the standards for Faculty evaluation (as expressed above in the Articles titled "Faculty Standards").

See [Articles 14C.1-5](#) and [14C.8](#). Contract Library Faculty unit members first hired on contract in Spring Semester are also subject to the Professional Review process.

## 14H.2 Observations

In order to assess the professional effectiveness of the Contract Library Faculty unit member, the Level One Tenure Review Committee shall make a total of three (3) observations of reference work during each contract, [typically one (1) observation by each Level One Tenure Review Committee member].

### a. Timing of the Observations

Under the first Academic Year contract, visits shall be spaced so that no more than one (1) visit occurs in any week during the Fall Semester. Under the second Academic Year contract, visits may occur any time from the Spring Semester of the first Academic Year (after the March 15 renewal date) through the Fall Semester of the second Academic Year. At least one of the three (3) visits should take place in the Spring Semester. Under the third, two (2) Academic Year contract, visits may occur any time from the Spring Semester of the second Academic Year (after the March 15 renewal date) through the Fall Semester of the fourth Academic Year.

### b. Procedures for the Observations

A negotiated college Class Visit Report Form shall be used and adapted as appropriate. (See [Appendix](#): Evaluation: Library Faculty Observation Form.) Observations shall be unannounced, but shall occur with the consent of the Contract Library Faculty unit member. The Contract Library Faculty unit member may request that a particular observation not occur. If there is difficulty in coordinating an observation, the Contract Library Faculty unit member and the Level One Tenure Review Committee member may schedule a specific visiting time. The evaluator shall meet privately with the Contract Library Faculty unit member to discuss the written report. Both people shall sign the negotiated Librarian Performance Observation Report form. The evaluator shall meet privately with the contract Library Faculty unit member to discuss the written report. Additional observations shall occur at the request of either the Level One Tenure Review Committee or the Contract Library Faculty unit member.

When a Contract Library Faculty unit member has an offsite assignment as part of his/her Load, the respective program Faculty will implement procedures on negotiated forms to obtain information from the staff at the site regarding the Contract Library Faculty unit member's performance. This information will serve as only one (1) part of input into the Contract Library Faculty unit member's evaluation, and this information will be shared first with the Contract Library Faculty unit member and then with the members of the Level One Tenure Review Committee.

### c. Additional Observation Visits

When additional relevant information (as defined by [Article 14H.4](#)) comes to the attention of the appropriate Administrator, the Contract Library Faculty unit member shall be subject to unannounced observations and evaluations by the appropriate Administrator in classrooms or work areas.

**d. Summary of Student Surveys**

A survey will be conducted each semester for the first and second Academic Year Contract Library Faculty unit member. Surveys for the third, two (2) Academic Year contract shall occur during the Fall Semester of each Academic Year. Using a standard negotiated form, the survey will include both of the following: (a) a minimum of one (1) class of students participating in a library orientation, and (b) a minimum of thirty (30) students enrolled in library skills or requesting other library services. The Level One Tenure Review 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 Level One Tenure Review Committee until after the end of each semester and will then be returned to the Contract Library Faculty unit member. The student surveys will be developed collegially by the Library Faculty from both colleges. [See Appendix](#): Evaluation: Library Faculty Orientation - Student Survey Form.

**e. Report of the Visit**

The Contract Library Faculty unit member shall receive a report of the observation within fifteen (15) working days after the observation is completed. Where the visit is conducted by a Level One Tenure Review Committee member, failure to provide this Tenure Review Report in a timely fashion shall not be deemed to be a violation of the evaluation process.

**14H.3 Appropriate Administrator's Review**

The appropriate Administrator will write a review of the Contract Library Faculty unit member's performance, based upon information such as observation reports, the Contract Library Faculty unit member's narrative description of the assignment (first Academic Year) or Professional Review (second, third, and fourth Academic Years), the Contract Library Faculty unit member's fulfillment of collegial responsibilities, Administrative Summary and Evaluation based on applicable contractual faculty standards including: fulfillment of collegial responsibilities, excellence in working with students, participate in program and subject areas improvement tasks, meet deadlines and submittal of grades and Census Reports, and meet additional specific standards for instructional faculty, and other relevant information. The appropriate Administrator will meet with the Contract Library Faculty unit member to deliver and discuss the appropriate Administrator's Review, to inform the Contract Library Faculty unit member of the opportunity to attach a response, and to secure the Contract Library Faculty unit member's signature acknowledging receipt of the appropriate Administrator's Review. The signed appropriate Administrator's Review and any Contract Library Faculty unit member's response are then forwarded to the Level One Tenure Review Committee by December 1.

**14H.4 Other Relevant Information**

The Level One Tenure Review Committee shall review any other relevant information that pertains to the Faculty Standards as described above in Articles 14C.1-5 and 14C.8. Other relevant information pertinent to the evaluation process

may include documents from the Personnel File (see Article 16-1). The Level One Tenure Review Committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the Contract Library Faculty unit member. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of the Contract Library Faculty unit member shall be done on negotiated student evaluation forms and shall be anonymous in order to protect the identity of the student. Any substantiated information which the appropriate Administrator has and which is relevant to the Faculty Standards shall be shared with the Level One Tenure Review Committee and Level Two Tenure Review Committee, and the new information shall require the Level One Tenure Review Committee to reconvene and meet with the Contract Library Faculty unit member, who shall be given an opportunity to respond in writing within a timeline agreed upon between the Faculty Association President and the Chancellor or their designee(s). The response from the Level One Tenure Review Committee and from the Contract Library Faculty unit member shall be submitted to the Level Two Tenure Review Committee as per the timeline agreed to by the Chancellor and the President of the Faculty Association. The Level One Tenure Review Committee may revise its initial Level One Tenure Review Report and Recommendation.

#### **14H.5 Meetings For Each Academic Year**

##### **a. Initial Meeting**

The initial meeting of the Level One Tenure Review Committee and Contract Library Faculty unit member should occur in early October. The appropriate Administrator shall be responsible for organizing this initial meeting. At this time, the Level One Tenure Review Committee will apprise the Contract Library Faculty unit member of the Tenure Review procedures, including Faculty Standards in [Articles 14C.1-5](#) and [14C.8](#), the Professional Review, observations, surveys, the appropriate Administrator's Review, other relevant information, meetings, and the Level One Tenure Review Committee Report.

##### **b. Interim Meetings**

Interim meetings are held as needed to apprise the Contract Library Faculty unit member of progress and findings. Should the Level One Tenure Review Committee detect possible performance deficiencies, the Committee shall meet with the Contract Library Faculty unit member 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 Library Faculty unit 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 Library Faculty unit member or the Level One Tenure Review Committee members.

**d. Final meeting**

After collection of all data, the Level One Tenure Review Committee shall meet with and report its recommendations to the Contract Library Faculty unit member. This meeting should take place before the end of the Fall Semester. The Contract Library Faculty unit member shall be asked to sign two (2) copies of the Level One Tenure Review Committee Report verifying receipt of it and understanding of the right to attach a response. One (1) copy shall remain with the Contract Library Faculty unit member, and the other shall be forwarded as described below. This Level One Tenure Review Committee Report shall be a fair and accurate summary of the information provided to the Level One Tenure Review Committee.

**14H.6 Level One Tenure Review Committee Report**

The Level One Tenure Review Committee shall forward its recommendations to the appropriate College Vice President, Academic Services or College Vice President, Student Services for contract renewal, dismissal, or tenure (if appropriate). This recommendation may include a minority view. This Level One Tenure Review Committee Report should be a fair and accurate summary of the judgment made by each individual Level One Tenure Review 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 Library Faculty unit member may attach any comments to the completed report that goes to the administration. The Level One Tenure Review Committee's final report should be delivered, through the Contract Library Faculty unit member's appropriate Administrator, to the appropriate College Vice President, Academic Services or College Vice President, Student Services by December 16.

**14I. Methods For Faculty On Special Assignments/Coordinators**

[See Appendix](#): Evaluation: Special Assignment Faculty - Client Survey Form.

**14I.1 Professional Review**

In the first Academic Year, the Contract Faculty unit member on Special Assignments must submit a brief narrative description (one to three pages) of his/her Faculty assignment. In the second, third, and fourth Academic Years the Contract Faculty unit member on Special Assignments must submit a written Professional Review to the Level One Tenure Review Committee and the appropriate Administrator by October 1 and March 1 for mid-year hires. The Professional Review (three to eight pages) shall cover the Contract Faculty unit member on Special Assignments previous Academic Year of employment. The Professional Review shall include information and ideas relevant, but not limited to, the standards for Faculty evaluation (as expressed above in Faculty

Standards in [Articles 14C.1-5](#) and [14C.9](#)). Contract Faculty unit members on Special Assignments first hired on Contract in Spring Semester are also subject to the Professional Review process.

## **14I.2 Site Visits**

In order to assess the professional effectiveness of the Contract Faculty unit member on Special Assignments, the Level One Tenure Review Committee members shall make three (3) site visits during each contract. (A site may be a workshop presented by the Contract Faculty unit member on Special Assignments, a meeting conducted, or other appropriate activities.)

### **a. Timing of the Visits**

Under the first Academic Year contract, these visits shall be spaced so that no more than one (1) visit occurs in any week during the Fall Semester. Under the second Academic Year contract, these visits may occur any time from the Spring Semester of the first Academic Year contract through the Fall Semester of the second Academic Year contract. Under the third, two (2) Academic Year contract, these visits may occur any time from the Spring Semester of the second Academic Year contract (after the March 15<sup>th</sup> renewal date) through the Fall Semester of the second Academic 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 unit member on Special Assignments. The Contract Faculty unit member on Special Assignments may request that a particular visit not occur. If there is difficulty in coordinating a visit, the Contract Faculty unit member on Special Assignments and the Level One Tenure Review Committee member may schedule a specific visiting time. Additional visits shall occur at the request of either the Level One Tenure Review Committee or the Contract Faculty unit member on Special Assignments. The evaluator shall meet privately with the Contract Faculty on Special Assignments to discuss the written report.

When a Contract Faculty on Special Assignments has an offsite assignment as part of his/her Load, the respective program Faculty will implement procedures on negotiated forms to obtain information from the staff at the site regarding the Contract Faculty on Special Assignments' performance. This information will serve as only one (1) part of input into the Contract Faculty on Special Assignments' evaluation, and this information will be shared first with the Contract Faculty on Special Assignments and then with the members of the Level One Tenure Review Committee.

**c. Additional Site Visits**

When additional relevant information (as defined by [Article 14I.4](#) below) comes to the attention of the appropriate Administrator, the Contract Faculty unit member on Special Assignments shall be subject to unannounced observations and evaluations by the Division appropriate Administrator in Faculty work areas.

**d. Surveys of Appropriate Clients**

The Level One Tenure Review Committee, in consultation with the Contract Faculty unit member on Special Assignments 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 Professional staff, and/or Administrators. The Level One Tenure Review Committee shall be responsible for the distribution and collection of the surveys conducted on the negotiated form. The Level One Tenure Review 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 Level One Tenure Review Committee until after the end of each semester, and will then be returned to the Contract Faculty unit member on Special Assignments. [See Appendix](#): Evaluation: Special Assignment Faculty - Client Survey Form.

**e. Sample Work Products**

Contract Faculty unit members on Special Assignments shall provide the Level One 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 unit member on Special Assignments with the Level One Tenure Review Committee.

**f. Report of the Site Visit**

Contract Faculty unit members on Special Assignments shall receive a report of the Site Visit within fifteen (15) working days after the Site Visit occurred. Where the visit is conducted by a Level One Tenure Review Committee member, failure to provide this report in a timely manner shall not be deemed to be a violation of the evaluation process.

**14I.3 Appropriate Administrator's Review**

The appropriate Administrator will write a review of the Contract Faculty unit member on Special Assignments performance, based upon information such as visit reports, the Contract Faculty unit member on Special Assignment's narrative description of the assignment (first Academic Year) or Professional Review (second, third and fourth Academic Years), the Contract Faculty unit member on Special Assignment's fulfillment of collegial responsibilities, Administrative Summary and Evaluation based on applicable contractual faculty standards including: fulfillment of collegial responsibilities, excellence in working with students, participate in program and subject areas improvement tasks, meet deadlines and submittal of grades and Census Reports, and meet additional specific standards for instructional faculty, and other relevant information. The appropriate Administrator will meet with the Contract

Faculty unit member on Special Assignments to deliver and discuss the appropriate Administrator's Review, to inform the Contract Faculty unit member on Special Assignments of the opportunity to attach a response, and to secure the Contract Faculty unit member on Special Assignment's signature acknowledging receipt of the appropriate Administrator's Review. The signed appropriate Administrator's Review and any Contract Faculty unit member on Special Assignments response are then forwarded to the Level One Tenure Review Committee by December 1.

#### **14I.4 Other Relevant Information**

The Level One Tenure Review Committee shall review any other relevant information that pertains to the Faculty Standards as described above ([Articles 14C.1-5](#) and [14C.9](#)). Other relevant information pertinent to the evaluation process may include documents from the Personnel File (see [Article 16-1](#)). The Level One Tenure Review Committee shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the Contract Faculty unit member on Special Assignments. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of the Contract Faculty unit member on Special Assignments shall be done on negotiated student evaluation forms and shall be anonymous in order to protect the identity of the student. Any substantiated information which the appropriate Administrator has and which is relevant to the Faculty Standards shall be shared with the Level One Tenure Review Committee and Level Two Tenure Review Committee, and the new information shall require the Level One Committee to reconvene and meet with the Contract Faculty unit member on Special Assignments, who shall be given an opportunity to respond in writing within a timeline agreed upon between the Faculty Association President and the Chancellor or their designee(s). The response from the Level One Tenure Review Committee and from the Contract Faculty unit member on Special Assignments shall be submitted to the Level Two Tenure Review Committee. The Level One Tenure Review Committee may revise its initial Level One Tenure Review Committee Report and Recommendation.

#### **14I.5 Meetings For Each Academic Year**

##### **a. Initial Meeting**

The initial meeting of the Level One Tenure Review Committee and Contract Faculty unit member on Special Assignments should occur in early October. The appropriate Administrator shall be responsible for organizing this initial meeting. At this time, the Level One Tenure Review Committee will apprise the Contract Faculty unit member on Special Assignments of the Tenure Review procedures, including Faculty Standards in [Articles 14C.1-5](#) and [14C.9](#), the Professional Review, site visits, surveys, sample work products, the appropriate Administrator's Review, other relevant information, meetings, and the Level One Tenure Review Committee Report.

**b. Interim Meetings**

Interim meetings are held as needed to apprise the Contract Faculty unit member on Special Assignments of progress and findings. Should the Level One Tenure Review Committee detect possible performance deficiencies, the Committee shall meet with the Contract Faculty unit member on Special Assignments 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 unit member on Special Assignments 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 unit member on Special Assignments or the Level One Tenure Review Committee members.

**d. Final Meeting**

After collection of all data, the Level One Tenure Review Committee shall meet with and report its recommendations to the Contract Faculty unit member on Special Assignments. This meeting should take place before the end of the Fall Semester. The Contract Faculty unit member on Special Assignments shall be asked to sign two (2) copies of the Level One Tenure Review Committee Report verifying receipt of it and understanding of the right to attach a response. One (1) copy shall remain with the Contract Faculty unit member on Special Assignments, and the other shall be forwarded as described below. This Level One Tenure Review Committee Report and Recommendations shall be a fair and accurate summary of the information to the Level One Tenure Review Committee.

**141.6 Level One Tenure Review Committee Report**

The Level One Tenure Review Committee shall forward its recommendations to the appropriate College Vice President, Academic Services or College Vice President, Student Services for contract renewal, dismissal, or tenure (if appropriate). This recommendation may include a minority view. This Level One Tenure Review Committee Report should be a fair and accurate summary of the judgment made by each individual Level One Tenure Review Committee member. Included with the recommendation shall be the Level One Tenure Review Committee's specific rationale for its recommendation, including reference to each of the methods listed above. The Contract Faculty unit member on Special Assignments may attach any comments to the completed report that goes to the administration. The Level One Tenure Review Committee's final report should be delivered to the appropriate College Vice President, Academic Services or College Vice President, Student Services by December 16.

## **14J. Level Two Tenure Review Committee**

### **14J.1 Membership And Selection Of Members**

The Level Two Tenure Review Committee shall be composed of two (2) members:

- a. Appropriate College Vice President, Academic Services or College Vice President, Student Services or designee(s);
- b. Lead instructor, program coordinator, or related division representative who is not a member of the Level One Tenure Review Committee, appointed by mutual agreement of the Faculty in the Contract Faculty unit member's Division or in the event consensus cannot be reached, appointed by the appropriate Administrator;
- c. The appropriate College Vice President, Academic Services or College Vice President, Student Services shall be responsible for assembling the Level Two Tenure Review Committee members. The appropriate Administrator may be a member of both the Level One Tenure Review and the Level Two Tenure Review Committees. Level One Tenure Review Committee members will be available for consultation with the Level Two Tenure Review Committee as needed.

### **14J.2 Training**

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

### **14J.3 Methods**

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

- c. If the Level One Tenure Review Committee and the Level Two Tenure Review Committee disagree on their recommendations, then the Presidential Tenure Review Committee shall be formed.

## **14K. Presidential Tenure Review Committee**

### **14K.1 Membership**

The Presidential Tenure Review Committee shall be composed of three (3) or four (4) members:

- a. The College President;
- b. A Faculty member of the Level One Tenure Review Committee who is from the discipline; and
- c. One or both members of the Level Two Tenure Review Committee.

Members must support the majority recommendation made by their respective Committee.

### **14K.2 Methods**

- a. All tenure review materials from the Level One Tenure Review Committee and the Level Two Tenure Review Committee shall be made available to the Presidential Tenure Review Committee.
- b. The Presidential Tenure Review 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 Tenure Review 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 (4) Academic Year tenure consideration period.

### **14L.2 Recommendations For Academic Year One And Academic Year Two**

Committee recommendations during the first Academic Year contract and the second Academic Year contract shall include only recommendations for renewal, or dismissal.<sup>2</sup>

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<sup>2</sup>*Current Education Code (87608, 87608.5, 87609) permits the granting of tenure after the first or second Academic 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.*

**14L.3 Recommendations For Academic Years Three And Four**

Committee recommendations in the second Academic Year of the third, two (2) Academic 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 unit member of the decision for contract renewal, dismissal, or tenure by March 15, according to the provisions set forth in the Education Code.

**14M. Grievance**

In the event the Contract Faculty unit member believes that the Tenure Review procedure was followed incorrectly, the Contract Faculty unit member may file a grievance in accordance with the guidelines set forth in this 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 either a Contract Faculty unit member who is denied Regular (tenured) status or the Faculty Association to challenge the decision.

# **ARTICLE 15**

## **REGULAR (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, Counseling, Library and Special Assignments Service Area, pertaining to each college and the District. This is achieved through the professional growth and development of all unit members involved in the evaluation. The evaluation process is designed to assist unit members in examining their objectives, techniques, and accomplishments, and to provide a means to recognize outstanding performance, 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 Regular (Tenured) unit member 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 Regular (Tenured) unit member 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 Regular (Tenured) unit members 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 Appendix:](#)

Evaluation: Counseling Faculty Evaluation Form - Student Survey

Evaluation: Counseling Faculty Performance Observation Form

Evaluation: Special Assignment Faculty - Client Survey Form

Evaluation: Library Faculty Observation Form

Evaluation: Library Faculty Orientation - Student Survey Form

Evaluation: Observation of Instruction Form - Online Class

Evaluation: Observation of Instruction Form: Math Emporium

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 – Math Emporium

Evaluation: Student Response to Instruction Form - Online Class

#### **15B.4 Written Responses**

The Regular (Tenured) unit member evaluatee has the right to respond in writing to the evaluation(s). Written responses shall become part of the Regular (Tenured) unit member's Personnel File, see [Article 16-1](#).

#### **15B.5 Non-Retaliation**

There shall be no retaliation against a Regular (Tenured) unit 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 unit member needs to develop strategies to retain students. Retention data shall not be the basis for an unsatisfactory evaluation.

### **15C. Faculty Standards For All Regular (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 unit member is asked to assume the personal and professional obligations which inhere in a career as college Instructional, Counseling, Library, or Special Assignments Faculty. The unit members 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 the 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, and becoming involved in community matters relevant to the academic area.

#### **15C.5 Professional Responsibilities**

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

- a. Attend and participate in college-wide meetings, division meetings, College/District standing committees, subdivision and/or task force meetings;
- b. Participate in orientation, commencement (see [Article 8C.3](#)), and on-campus professional development activities;
- c. Participate in program and subject area improvement tasks, such as creating and assessing Student Learning Outcomes (SLOs), Service Area Outcomes (SAOs), Course Learning Outcomes (CLOs) and Program Learning Outcomes (PLOs), revising and developing curricula, program review, articulation, and mentoring students and Part-time Faculty members;
- d. Meet deadlines and submittal of Discipline Plans (see [Articles 26E.4 to 26E.7](#) for Discipline Plan definition), schedules, grades and Census Reports (see [Article 1C.1.cc.](#) for Census definition); and
- e. Where appropriate, participate in advisory committees and maintain contacts with other educational institutions, organizations, businesses or industry.

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

#### **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 class (see [Article 10D.2d.](#) for definition), 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 26: Enrollment Management.](#)
- k. See [Article 10F.3g and k](#) for evaluation of online instruction.

### **15C.7 Additional Specific Standards For Counseling Faculty**

- 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 26: 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 Faculty 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 26: Enrollment Management](#).

#### **15C.9 Additional Specific Standards For Faculty On Special Assignments/Coordinator Assignment(s)**

In consultation with the Regular (Tenured) unit member evaluatee and the supervisor, the Peer Review Committee will develop Faculty Standards appropriate to each unit member on Special Assignments/Coordinator Assignment(s) as his/her Primary Duty. The Faculty Standards shall be clearly related to the Special Assignments/Coordinator Assignment(s) and comparable in their level of specificity to the Faculty Standards described above for the other categories of Faculty. The Faculty Standards shall be approved in writing by the appropriate Vice President, within three weeks of the first day of service. Where appropriate, working collaboratively in the Enrollment Management Process as described in [Article 26: Enrollment Management](#) is an expectation.

#### **15D. Frequency And Timeline**

There are two (2) different types of evaluation: regular scheduled and nonscheduled. Each type must follow the Faculty Standards and timelines articulated in this Article.

All Regular (Tenured) unit members will undergo a regular scheduled evaluation once every three (3) Academic Years. The three-year period is measured from when the process should have last begun (i.e., if an evaluation should have started Fall 2010, the next must be started and completed in Fall 2013).

This regular scheduled evaluation cannot be deferred except by a negotiated agreement between the District and the Faculty Association.

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

#### **15D.1 Regular Scheduled Evaluation**

Evaluation for an individual unit member shall occur once every three (3) Academic Years. See Article 15D above.

#### **15D.2 Non-Scheduled Evaluations**

If the College Vice President, Academic Services or College Vice President, Student Services becomes aware of Faculty performance issues which appear to indicate a need for improvement, the appropriate College Vice President will consult with the unit members' most recent Peer Review Committee, and the Committee will consider and may recommend options for a follow-up nonscheduled evaluation. If one or more of the Peer Review Committee members is unavailable (i.e., on Leave of Absence, or no longer in active service in the District), the Vice President will consult with those members who are currently available. It is understood that this nonscheduled evaluation will take place out of sequence from the three (3) Academic Year evaluation cycle described in Article 15D.1 above.

When possible, a meeting with the unit member and the Peer Review Committee will take place prior to any recommendation for a nonscheduled evaluation. If a nonscheduled evaluation is ultimately elected, it will be conducted by a special Peer Review Committee established for this purpose in accordance with [Article 15F.1b](#).

#### **15D.3 Timelines For Regular Scheduled And Nonscheduled Evaluations**

As stated above in Article 15D.1, the entire evaluation shall take place within a single semester, with the documents to the appropriate 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 nonscheduled application only: Identification of, and notice to, a unit member evaluatee and his/her most recent Peer Review Committee within thirty (30) days of the date upon which the appropriate Vice President became aware of issues nominally indicating a need for improvement (applies to nonscheduled evaluation only);
- b. Submission by the Peer Review Committee of the Peer Review Report to the unit member 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 unit member evaluatee's response, shall be routed to the appropriate Administrator, appropriate College Vice President and the College President, and then forwarded to the unit member evaluatee's District Personnel File, see [Article 16-1](#).

d. Per Article 15F.1 Peer Review Committee Composition

(1) Regular Evaluation:

The Peer Review Committee shall consists of two (2) Regular (Tenured) Faculty members, one (1) of whom shall be from the unit member evaluatee's Division.

If one member of the Peer Review Committee does not complete his or her duties during the assigned semester, then the outstanding evaluation shall be completed during the following semester without a need to repeat any portion of the process that was already performed. It is understood that this follow-up evaluation may be performed by a new Peer Review Committee member, with his/her name drawn in a manner consistent with [Article 15F](#).

## **15E. Evaluation Components And Procedures**

Training sessions to prepare Faculty to perform evaluations shall be conducted on an annual Academic Year basis as part of Faculty Association activities. Each appropriate Administrator shall be required, by the end of the third week of the Academic Year, to submit a schedule for conducting Regular (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. Adherence to the stated timelines in this Article;
- b. Providing guidelines for the use of the negotiated evaluation forms.

The Regular (Tenured) evaluation process is Faculty driven and detailed below.

### **15E.1 Professional Review Report**

The Professional Review Report is prepared by the Regular (Tenured) Faculty member being reviewed and submitted to the Peer Review Committee [three (3) to eight (8) pages]: an assessment of performance in relation to each of the Faculty Standards in [Article 15C](#):

- 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 the 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 Instructional Faculty unit member in two (2) or more courses.  
For Counseling Faculty and Library Faculty, any materials developed by the Counseling or Library Faculty, and distributed to students may be included.  
For Faculty on Special Assignments, similar supplementary documentation will be expected.
- b. Negotiated student evaluation forms from at least two (2) different sections or Counseling, Library or Special Assignments Faculty observations. [See Appendix](#): Evaluation: Counseling Faculty Evaluation Form - Student Survey, Evaluation: Library Faculty Orientation - Student Survey Form, Evaluation: Student Response to Instruction Form - Face to Face Class, Evaluation: Student Response to Instruction Form - Math Emporium, 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 Regular (Tenured) unit member evaluatee upon completion of the report of the Peer Review Committee and review by the appropriate Vice President.
- e. See [Article 10F.3g and k](#) for evaluation of online instruction.

## **15F. Peer Review Committee Composition And Role**

### **15F.1 Peer Review Committee Composition**

#### **a. Regular Evaluation**

The Peer Review Committee shall consist of two (2) Regular (Tenured) Faculty members, one (1) of whom shall be from the unit member evaluatee's Division.

The unit member's evaluatee's Division based Committee member shall be selected from within the unit member evaluatee's Division by a blind Division based lottery at the first Division meeting of the semester in which the evaluation is to occur. The unit member being evaluated shall have the opportunity to be present at the lottery. Once a unit member's name has been drawn for service on a Regular (Tenured) Faculty Evaluation Peer Review Committee, that unit member's name shall be set aside and removed from the lottery pool so as to insure that one unit member will not be drawn more than once unless there are not a sufficient number of unit members within the Division to serve on Regular (Tenured) Faculty Peer Review Committees.

Once the first Peer Review Committee member is determined, the second Committee member shall be selected by lottery from the unit member's discipline or related discipline. Alternatively, if requested by the unit member evaluatee and approved by the appropriate Administrator, the second Peer Review Committee member may be selected by a second draw from the Division, or by lottery from a specified discipline or disciplines either within or without the Division.

The unit member evaluatee may challenge either Peer Review Committee appointment by requesting a replacement. Only one challenge is permitted. If the unit member evaluatee so challenges this aspect of the Committee composition, the challenged Committee member shall be replaced from the same group and in the same manner as the removed Committee member.

**b. Nonscheduled Evaluation**

A three (3) member Peer Review Committee shall be created. The first member shall be a Regular (Tenured) Faculty member selected from within the unit member evaluatee's Division by a blind Division based lottery in the same manner as described in [Article 15F.1a](#) above. The second member shall be selected by the unit member who is being evaluated. This member must be another Regular (Tenured) Faculty member or Administrator from another Division. The third member shall be a Regular (Tenured) Faculty member selected by mutual agreement of the appropriate Administrator and the unit member who is being evaluated.

**15F.2 Peer Review Committee Responsibilities**

**a. Class Visits or Appropriate Observations**

Each Peer Review Committee member shall conduct a class or appropriate observation visit. The visit shall be announced in advance to the unit member evaluatee, and the unit member evaluatee shall have the right to request the visit be rescheduled. The visit shall be summarized by the Committee member evaluator on a negotiated Class Visit or appropriate Observation Form. The Peer Review Committee Report shall be a fair and accurate summary report of the facts reported on the Class Visit or appropriate Observation Form and shall be a fair and accurate summary of the judgment of the Peer Review Committee members. [See Appendix: Evaluation: Counseling Faculty Performance Observation Form, Evaluation: Library Faculty Observation Form, Evaluation: Special Assignment Faculty - Client Survey Form, Evaluation: Observation of Instruction Form - Face to Face Class, Evaluation: Observation of Instruction Form - Math Emporium, Evaluation: Observation of Instruction Form - Online Class.](#)

The Peer Review Report shall be provided to the unit member evaluatee within twenty (20) working days from the completion of the class visit or appropriate observation.

- (1) If there is a difference of opinion between the two (2) Peer Review Committee members as to performance after the completion of the class or observation visit under Article 15F.2a. above, then the two (2)

Peer Review Committee members shall make another visit together which shall be announced in advance and shall complete a negotiated Class Visit or Observation Form together to report on this visit. The Peer Review Committee Report shall be a fair and accurate report of the facts reported on the Class Visit or Observation Form and shall be a fair and accurate summary of the judgment of the Peer Review Committee members. The Peer Review Committee Report shall be provided to the unit member evaluatee within twenty (20) working days from the completion of the class visit or appropriate observation.

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

See Appendix: Evaluation: Counseling Faculty Performance Observation Form, Evaluation: Library Faculty Observation Form, Evaluation: Special Assignment Faculty - Client Survey Form, Evaluation: Observation of Instruction Form - Face to Face Class, Evaluation: Observation of Instruction Form - Math Emporium, Evaluation: Observation of Instruction Form - Online Class. The Class Visit or Observation Visit Report shall be provided to the unit member evaluatee within twenty (20) working days from the completion of the class visit or appropriate observation.

**b. Summary of Student Surveys**

Students shall be surveyed in no fewer than two (2) classes or observational site visits. The Peer Review Committee shall be responsible for the distribution and collection of the surveys. The survey form used shall be a standard negotiated form. See Appendix: Evaluation: Counseling Faculty Evaluation Form - Student Survey, Evaluation: Library Faculty Orientation - Student Survey Form, Evaluation: Student Response to Instruction Form - Face to Face Class, Evaluation: Student Response to Instruction Form - Math Emporium, Evaluation: Student Response to Instruction Form - Online Class.) The Peer Review 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 Report ([Articles 15E.1](#) and [15E.2](#)) shall be submitted to the Peer Review Committee which shall meet with the unit member evaluatee to discuss the unit member evaluatee's Professional Review. The discussion will assist the unit member evaluatee in the following ways:

- (1) examining the objectives, techniques, and accomplishments in relation to the Faculty Standards in [Article 15C](#);

- (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 Peer Review Committee may request additional supporting materials from among those listed above.
- e. **Peer Review Committee Summary**  
Based on the Class Visit or appropriate Observation 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 or appropriate observation. This Summary Report shall be a fair and accurate summary of the information provided to the Peer Review Committee. This Summary Report shall also be a fair and accurate summary of the judgment made by each individual Peer Review Committee member. If appropriate, the Summary Report should indicate any unsatisfactory performance and/or any area which needs improvement. The unit member evaluatee may attach any comments to the Peer Review Summary Report that goes to the supervisor within ten (10) working days of the completion of the Peer Review Summary Report.

## **15G. Appropriate Administrator's Review And Responsibilities**

All materials from the Peer Review Committee shall be forwarded to the appropriate Administrator. The appropriate Administrator 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 An Administrator's Review**

Write an Administrator's Review that incorporates the Administrative Summary and Evaluation based on applicable contractual Faculty standards including: fulfillment of collegial responsibilities, excellence in working with students, participate in program and subject areas improvement tasks, meet deadlines and submittal of grades and Census Reports, and additional specific standards for instructional faculty.

### **15G.3 Assist The Regular (Tenured) Faculty Evaluatee**

Assist the Regular (Tenured) Faculty evaluatee in examining his/her objectives, techniques, and accomplishments and recognize outstanding performance.

### **15G.4 Provide Resources**

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

#### **15G.5 Review Program Needs**

The appropriate Administrator's Review shall be a fair and accurate summary of the information provided to the appropriate Administrator. The appropriate Administrator's Review shall also be a fair and accurate summary of the judgment of the appropriate Administrator.

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

#### **15H. Vice President's Review**

The appropriate College Vice President will review the documents. (If the appropriate Administrator is the Vice President, then [Articles 15G](#) and 15H are combined.) A meeting between the appropriate College Vice President, the unit member evaluatee, and appropriate parties may be requested by either party or by the Peer Review Committee. The appropriate College Vice President will forward the documents through the President to the Office of Human Resources.

#### **15I. Timeline And Limitations**

It is expected that the evaluation process will be completed in one (1) semester. See [Article 15D](#) above. The Professional Review, Peer Review Committee Report, appropriate Administrator's Review Report, and other materials prepared as part of this process shall only be used for the purposes set out in this Article.

#### **15J. Grievance**

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

#### **15K. Role Of The Faculty Association**

The Faculty Association shall be allowed to monitor the process at any time at the request of the unit member 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 16-1**

## **PERSONNEL RECORDS AND FILES**

### **16-1A. Definition Of Personnel Records And Files**

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

#### **16-1A.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.

#### **16-1A.2 The Employee Folder**

The Employee Folder that contains application papers, transcripts, credentials, contracts with the District, Board of Trustees employment letters, and derogatory information placed in the Folder by the procedure cited under [Article 16-1D](#) below. The unit member has access to this portion of the Personnel File.

#### **16-1A.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.

#### **16-1A.4 Medical Folders**

It is understood that any medical records shall be kept separate from other Personnel Files in a private, separate Folder. The unit member has access to this portion of the Personnel File.

### **16-1B. 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.

**16-1B.1 Personnel File Review By The Unit Member Representative**

A representative of the unit member's choosing may accompany the unit member in this review. The representative may review the unit member's Personnel File without the presence of the unit member as long as the representative has written authorization from the unit member to review his/her Personnel File and provides official identification.

**16-1B.2 Manager Present At The Personnel 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.

**16-1B.3 Time Of Personnel 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 Office of Human Resources.

**16-1B.4 Record Of The Personnel File Review**

Each time a Personnel File is reviewed, the date, the identity of the person's Personnel 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 the staff of the Office of Human Resources.

**16-1B.5 Positive Materials In Personnel File**

Evidence of professional achievement or special service to the college, District, community or profession may be entered in the Personnel File by the Faculty member or the District. The materials shall be submitted to the Vice Chancellor of Human Resources, who shall place the materials in the unit member's File.

**16-1B.6 Request For Corrections To/Deletions From The Personnel 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 Vice Chancellor 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.

**16-1B.7 Exclusion Of Grievance Records And Investigation Reports From The Personnel File**

- a. The results of any type of grievance to which a unit member is a party shall not be placed into the unit member's Personnel File.
- b. If a member is the subject of a misconduct investigation, and the investigation does not lead to discipline, the investigation file shall be maintained in a secure location, separate and apart from the employee's Personnel File.

**16-1C. 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.

**16-1D. Derogatory Information**

Information of a derogatory nature, except material described in [Article 16-1A.1](#), above, shall not be entered in a unit member's Personnel File except as follows:

- a. If the derogatory information is in the form of a community complaint, the notice and informal resolution process set forth in [Articles 16-1](#) and [16-3](#) shall be followed.
- b. If the derogatory information is in the form of a student grievance, the notice and resolution process set forth in [Articles 16-1](#) and [16-3](#) shall be followed.
- c. Any other derogatory information shall not be placed in a unit member's Personnel File unless:
  - (1) The unit member was given notice of the derogatory information within ten business days of the District determining that the information is derogatory; and
  - (2) The unit member was given notice of the District's intent to place the information in the Personnel File, and informed the member that he or she has thirty (30) days to review and comment thereon. The supervisor placing the derogatory information in the Personnel File will meet with the employee and consider comments made within the thirty (30) days, and if he or she determines to place the information in the File, the unit member's comments will be attached. Unverified documents and/or anonymous communication shall not be placed in the unit member's Personnel File. Such documents shall be retained in a separate and secure file within the Department of Human Resources to the extent required by the laws regulating the retention of public records. "Unverified" in this Article means that the District is unable to confirm the document's authenticity. Further, access to these documents shall be on a "needs to know" basis only, as determined by the Vice Chancellor of Human Resources.
- d. Nothing in this Article alters the scope of [Article 24](#) (Discipline).

**16-1D.1 Documents Not Placed In The Personnel File**

Information maintained by a supervisor in an administrative file regarding a unit member may be retained for the duration of the evaluation cycle during which the information was placed in the administrative file, or for six months, whichever is greater. Upon the expiration of the applicable time limit, the information must either be destroyed or placed in the Personnel File in a manner compliant with Article 16-1D above.

**16-1D.2 Time Limit To Maintain Derogatory Information In The Personnel File**

Four (4) Calendar 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 Vice Chancellor 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) Calendar Years there have been no instances of similar conduct. The information in the envelope will not be accessible except under direction of the Chancellor or the Vice Chancellor of Human Resources, and only when necessary.

## **ARTICLE 16-2**

### **INVESTIGATIONS OF UNIT MEMBERS**

See [Article 24D](#), Representation Notice, applies to this Article.

#### **16-2.1 Mutual Respect For A Fair Investigative Process**

The parties understand and agree that the District has the authority and obligation to investigate complaints, reports and/or other credible information that a unit member has engaged in misconduct. The parties further understand and agree that unit members are entitled to be presumed innocent of wrongdoing during the investigation process and are entitled to certain protections during the investigation process. This Article incorporates the mutual agreement of the parties set forth in their Settlement Agreement and Memorandum Of Understanding adopted in PERB Case No. SF-CE-2886-E. [See Appendix](#): PERB Case No SF-CE-2886-E.

#### **16-2.2 Misconduct Investigation Defined**

A misconduct investigation is a District-initiated investigation of a unit member into allegations that the unit member has violated District policy and/or law, based on information received from a formal or informal complaint made by an identifiable author; a report of misconduct; manager observations; or other credible sources of information. An investigation is initiated at the point that the District determines to go beyond meeting with the accuser and the accused to interview other potential witnesses. An anonymous accusation shall not form the basis for initiating an investigation.

#### **16-2.3 Non-Investigatory Interviews**

The parties understand and agree that in the day-to-day operation of the District, managers and unit members meet regularly to share information. These are not investigatory interviews. However, the parties further understand and agree that, if a manager reasonably expects that such a meeting may elicit information that warrants discipline, the manager shall notify the unit member in advance. The unit member 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 if the unit member reasonably believes that it could lead to discipline.

#### **16-2.4 Notice Of Investigation**

[See Appendix](#): PERB Case No SF-CE-2886-E.

An employee who is under investigation shall be sent an Employee Notification Summary Form no later than five (5) business days before his/her appointment for an investigatory interview. The negotiated Form is attached to this Agreement. [See Appendix](#): Notification Procedure for Faculty Investigation.

The Form is intended to provide employees subject to misconduct investigations with a description of the subject matter of the investigatory interview, and shall include the following:

a. An introductory statement that:

- (1) The District takes a neutral stance when investigating possible misconduct and no findings of wrong-doing have been made;
- (2) The District maintains the confidentiality of the investigation to the fullest extent possible;
- (3) No findings will be made prior to completion of the investigation, and the investigation will not be closed until after the scheduled date of the employee's interview;
- (4) The information received could lead to discipline and the employee is entitled to have representation at the meeting;
- (5) The investigation is confidential and the employee should refrain from discussing it with other members of the campus community while the investigation is pending (except for the purpose of receiving representation during the investigation or exercising other rights as recognized under the Educational Employment Relations Act (EERA));
- (6) Every effort will be made to complete the investigation within ninety (90) days of when the District first received the complaint or information triggering the investigation. Where this is not possible two things will occur: the employee will receive a status update on where the District is in its investigation and when it expects to be completed; and the District and the Chabot- Las Positas Faculty Association will have a check-in meeting in person or by telephone;
- (7) The employee will receive notice of the findings of the investigation, and whether the allegations investigated were or were not sustained;
- (8) In the event the investigation leads to disciplinary action, the employee will be afforded all of the pre-discipline due process rights to which he/she is entitled. This includes providing the employee, and Chabot-Las Positas Faculty Association with the employee's consent, with a copy of the information relied upon to issue the charges; and
- (9) District policy and law prohibit retaliation of any kind against anyone the employee believes to have provided information or otherwise cooperated in the investigation, and that such conduct constitutes an independent basis for serious discipline up to and including termination.

b. A summary of the subject matter of the interview including:

If appropriate, and at the discretion of the Vice Chancellor of Human Resources or his/her designee, the name of the complainant(s), or individual(s) whose concerns caused the District to initiate an investigation. To the extent the Collective Bargaining Agreement (CBA) provides for greater notice, the CBA prevails;

- (1) What allegedly occurred. The employee shall be entitled to a description of the subject matter or allegations of the investigation;

- (2) When the incident(s) allegedly occurred. The notice will be as specific as possible, based on the information available at the time the Notice is given; and
- (3) Where the incident(s) allegedly occurred. The notice will be as specific as possible, based on the information available at the time the Notice is given.

#### **16-2.5 Placement On Paid Administrative Leave Of Absence While An Investigation Is Pending**

Placement of a member on Paid Administrative Leave of Absence while an investigation into alleged misconduct is pending shall conform to the following standards and procedures:

- a. Placement on Paid Administrative Leave of Absence while an investigation is pending constitutes a nondisciplinary action;
- b. Placement on Paid Administrative Leave of Absence shall not be automatic and it is not an action that the District takes lightly. The District will not take this step unless:
  - (1) The allegations, if true, indicate that the employee poses a safety threat to him/herself or others;
  - (2) The allegations, if true, involve harassment, retaliation and/or dishonesty; and/or
  - (3) Other extenuating circumstances with the written approval of the Chancellor, which approval will state the nature of the extenuating circumstance.
- c. The notice placing an employee on Paid Administrative Leave of Absence will provide information about the Leave, including but not limited to:
  - (1) The basis or bases on which he/she is being placed on Paid Administrative Leave of Absence;
  - (2) That, as this investigation could lead to discipline, the employee is entitled to representation during his/her investigatory interview;
  - (3) That placement on Paid Administrative Leave of Absence constitutes a directive not to attend work or perform work duties and that the employee is not to be present at work or in the work area without prior written consent; and
  - (4) That placement on Paid Administrative Leave of Absence does not constitute a directive to stay away from public events or public areas of campus.

#### **16-2.6 Completion Of Investigation And Notice Of Completion**

Every effort will be made to complete the investigation within ninety (90) days, and where this is not possible, the member under investigation will receive a status update on where the District is in its investigation and when it expects to be completed.

#### **16-2.7 Security Of Investigation Files**

In the event that an investigation does not lead to discipline, the District confirms that it is its practice, and will continue to be its practice to maintain the investigation file in a secure location, separate and apart from the employee's Personnel File. (See [Article 16-1B.7](#).) Further, access to these files shall be on a "needs to know" basis only, as determined by the Vice Chancellor of Human Resources.

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# **ARTICLE 16-3**

## **DISPOSITION OF COMMUNITY COMPLAINTS AND STUDENT GRIEVANCES**

### **16-3.1 Community Complaints**

- a. A community complaint is any written complaint by an identifiable author (other than a student) alleging that a unit member has violated District policy to his/her detriment and that he/she seeks a remedy.
- b. If the Office of Human Resources determines that the complaint requires an investigation consistent with the standards set forth in [Article 16-2](#), then the notices and procedures set forth in [Article 16-2](#), Investigation of Unit Members, shall apply to the disposition of the complaint.
- c. If an investigation is not initiated, the following timelines and procedures shall apply:
  - (1) The complaint shall be presented to the Faculty member by the Administrator receiving the complaint as soon as possible but no later than ten (10) instructional days after it was received. If the Faculty member is not available within this time frame, the complaint shall be presented upon the Faculty member's return to work.
  - (2) The appropriate Administrator and affected Faculty member shall meet to review the complaint. At the request of the Faculty member, a Faculty Association officer or member may accompany the Faculty member to the meeting. The appropriate Administrator shall also meet with the complainant to clarify the issue. If the appropriate Administrator determines that a meeting between the complainant and affected unit member is appropriate, he or she will call the meeting and the affected member shall attend. Further, the affected unit member shall have the right to request a meeting with his or her appropriate Administrator and other affected parties, to attempt to settle the allegations informally.
- d. Complaints which are withdrawn, shown to be false, or not sustained, shall not be placed in the Faculty member's Personnel File and shall not be utilized in any evaluation or disciplinary action against the Faculty member. Such documents shall be retained in a separate and secure file within the Office of Human Resources to the extent required by the laws regulating the retention of public records. Further, access to these documents shall be on a "needs to know" basis only, as determined by the Vice Chancellor of Human Resources.
- e. Placement of a sustained complaint in a unit member's Personnel File must comply with the protections and restrictions on placing derogatory information in the Personnel File set forth in [Articles 16-1](#) and [16-2](#), including the right to notice and the opportunity to attach a response.

### 16-3.2 Student Grievances

- a. Students are provided with a complaint process pursuant to Board of Trustees [Board Policy and District Administrative Rule 5530](#). These complaints are referred to as student grievances.
- b. If a student files a grievance about a unit member, it shall be provided to the unit member within ten (10) instructional days of when it is received, unless the information pertains to a class that is currently in session, and in which the student grievant is enrolled. If the complaint relates to a class where the grievant is currently enrolled, the affected unit member shall still be informed of the existence of the allegations unless doing so would be likely to reveal the identity of the student complainant. Whether or not general notice of the allegations is provided while class is still in session, the grievance will be provided to the unit member no later than ten (10) work days after the grades for the class are filed at the completion of the Academic Term.
- c. If the grievance pertains to a grade assigned by the unit member, or other matters related to academic freedom or academic fairness, the unit member shall be consulted as part of the effort to resolve the matter, consistent with [District Administrative Rule 5530](#). The unit member shall have the right to review all pertinent document(s).
- d. The unit member shall have the right to provide a written response to the grievance consistent with [District Administrative Rule 5530](#). To the extent the member prepares a written response, it 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 appropriate Administrator and other affected parties to attempt to settle the allegations informally.
- e. If the grievance leads to a misconduct investigation, the procedures and protections of [Articles 16-1](#) and [16-2](#) shall apply.
- f. If the student grievance leads to a grade change, per the recommendation of the Academic Fairness Committee or Student Grievance Committee, the procedure in [Article 9L.4](#) shall apply.

# **ARTICLE 17**

## **SUMMER SESSION AND/OR INTER-SESSION ASSIGNMENTS**

See [Article 10D.10b.](#) for timeline to request Summer Session and/or Inter-session assignments.

### **17A. Summer Session And/Or Inter-Session Assignments For Contract And Regular Unit Members**

Unit members may make suggestions regarding Summer Session and/or Inter-session offerings through the Enrollment Management process (see [Article 26](#)). Summer and/or Inter-session assignments shall be offered to Contract and Regular unit members for acceptance prior to making offers to Part-time unit members. Summer Session and/or Inter-session assignments to Contract and Regular unit members shall follow the terms of [Articles 10D.10](#) and [10D.11](#).

### **17B. Summer Session And/Or Inter-Session Wage Rates**

#### **17B.1 Summer Session And/Or Inter-Session Wages For Qualified Contract And Regular Faculty**

Contract and Regular Faculty, including Instructional Faculty as well as Counseling Faculty and Library Faculty, who perform work during Summer Sessions and/or Inter-sessions shall be compensated for that service in accordance with the Schedule of Part-time Faculty Service Rates.

##### **a. Minimum Step Placement for Summer Session Service**

Nominally, placement on the Faculty Schedule for Summer Session service shall be consistent with the unit member's placement for overload service during the Academic Year, however a minimum placement shall apply:

If the unit member has completed at least one (1) Academic Year of Full-time Faculty service, then his/her minimum Step on the Schedule of Part-time Faculty Service Rates, for work during Summer Sessions and/or Inter-sessions, shall be minimally the same as the unit member's Full-time Faculty Step, up to Step Six (6).

##### **b. Applicability of Summer Session Service to Step Advancement**

All Summer Session service shall count towards the unit member's advancement on the Schedule of Part-time Faculty Service Rates for overload service in accordance with [Article 21I](#), regardless of whether it counted in the past, and regardless of whether the minimum Step placement in Section (a), above, is applicable.

**17B.2 Provision For Regular And Contract Athletic Directors, Athletic Trainers, Nursing Clinical Skills Laboratory Instructor, Director Of Nursing, Or Faculty On Alternative Duty/Special Assignments**

Alternative Duty or Special Assignments performed during the Summer Session shall be compensated in accordance with the “F” Hour rate. Those positions that are considered Full-time Faculty Alternative Duty, including but not limited to campus Athletic Directors, Athletic Trainers, Director of Nursing, and the Nursing Clinical Skills Laboratory Instructor, shall each receive a minimum allotment of four and a half (4.5) Calculated A Hours (CAHs) for Summer Session work.

**17C. Summer Session And Inter-Session Sick Leave**

Sick Leave for Summer Session and Inter-session assignments shall normally accrue to, and be utilized from, the unit member’s Part-time Faculty Overload Sick Leave balance, in accordance with [Article 11A.3](#).

**17D. Summer Session And Inter-Session Office Hours**

Unit members teaching in Summer Session or Inter-session on a Part-time Faculty or overload basis are entitled to one (1) paid office hour per week for every three (3) Calculated A Hours (CAHs) of instruction, excluding activity hours courses, or courses taught exclusively in individualized learning laboratories/centers. Summer Session Office Hours will be compensated in accordance with the rate specified in [Article 21G.1f](#).

For unit members teaching for Load, see Article 17E, below.

**17E. Application Of Load To Summer Session And Inter-Session Assignments**

Regular or Contract unit members may perform Summer Session or Inter-session assignments as part of their annual Academic Year Load requirement. Regular unit members may perform Summer Session or Inter-session assignments or for Workload Banking. For general provisions, limitations, and impact on professional obligations, see [Article 10D.c.](#); and [Article 12-2](#) for Workload Banking definition.

**17E.1 Sick Leave Of Absence Impact**

For assignments performed for Load, whether Workload Banking or not, Sick Leave of Absence shall be deducted at the rate of one (1) day for each day the unit member is absent due to illness or Personal Necessity Leave of Absence. It is understood that this deduction on the basis of days shall not alter the practice of hourly deduction for Summer Session Sick Leave of Absence when a unit member performs Summer Session service for overload.

**17E.2 Office Hour Obligation**

If a unit member performs a Summer Session Instructional Faculty Assignment for Load in accordance with [Article 10D.c.](#), whether Workload Banking or not, he/she shall incur an office hour obligation at the rate of five (5) total office hours per Calculated A Hour (CAH), over the duration of the course. For example:

- Three (3) Calculated A Hours (CAHs) Load in Summer Session or Inter-session incurs an obligation to serve fifteen (15) office hours, typically two and a half (2.5) weekly office hours if the class runs six (6) weeks.
- Five (5) Calculated A Hours (CAHs) Load in Summer Session or Inter-session incurs an obligation to serve twenty-five (25) office hours, typically three (3) weekly office hours if the class runs eight (8) weeks.

When a Regular and Contract unit member's Instructional Teaching Assignment for Load is less than one hundred percent (100%) in Fall or Spring Semester as a result of exercising this provision, the unit member's office hour obligation for that semester shall be reduced in accordance with [Article 10D.3a.\(1\)](#).

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# **ARTICLE 18**

## **PART-TIME FACULTY**

### **18A. Notification Of Contract And Temporary Leave Replacement (TLR) Faculty Vacancies**

#### **18A.1 Vacancy Postings**

The District shall notify all Part-time Faculty sixty (60) days before the beginning of each semester, Inter-session and Summer Session of all Contract or Temporary Leave Replacement (TLR) unit member vacancies.

If a vacancy becomes available less than sixty (60) days before the beginning of a Semester, Inter-session or Summer Session, then this notification shall occur as soon as the vacancy is known to the District.

Vacancies are positions not filled by permanent unit members as part of their regular assignment or as part of an overload assignment. Notification shall be made by hard copy through Faculty mailboxes and on designated bulletin boards and by electronic mail. It is understood that weekly electronic distributions from the Office of Human Resources shall continue.

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

### **18B. Employment Rights**

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

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

##### **a. College**

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

##### **(1) The Faculty Association Right to Review the Seniority List**

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

**(2) Date Seniority List Posted Publicly**

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

**(3) Signature of Appropriate Administrator**

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

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

For Part-time unit members hired in Fall Semester, 2006 or later, Seniority shall be based on his/her date of initial Term of service in the college-specific discipline. Seniority shall not be attributed on a rotational basis. Initial and/or continued placement on the Seniority List is dependent on the unit member's receiving "Satisfactory" evaluations. Further, all other employment rights criteria in this [Article 18B](#) shall be met for placement on the Seniority List.

New Part-time unit members will be given a provisional lottery number by Human Resources in cooperation with the Faculty Association for the first five (5) semesters of employment (Fall and Spring or Spring and Fall depending on date of hire). After five (5) semesters, if a "Satisfactory" evaluation has been received or no evaluation has occurred, the new Part-time unit member will be moved to the appropriate college-specific discipline Seniority List(s).

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

**(1) Break In Service**

A break in service at the unit member's assigned college of three consecutive semesters (not including Summer Sessions or Inter-sessions) in a college-specific discipline shall result in the unit member's name being removed from that college's discipline Seniority List, except in cases of extenuating circumstances described in Subsection two (2) below. After said break, the unit member shall have

to establish a new date of initial Term of service upon rehire in that discipline at that college. The first day of the Term in which the unit member returns to paid service in the discipline shall be the unit member's new initial date of service in that discipline for Seniority purposes.

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

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

An absence of service shall not be considered a break in service, or otherwise count towards a break in service described in [Article 18B.1b.1](#) above, if the Part-time unit member is not given an assignment due to a Reduction in Force, bumping by a Full-time unit member, class cancellation due to low enrollment, active military service as defined in [Article 11H.](#), or if the unit member is unable to accept an assignment for extreme personal reasons as determined and mutually agreed upon by the District and the Faculty Association, or in order to accept a Temporary Leave Replacement (TLR) Full-time Instructional, Counseling, Library or Special Assignments Faculty position at another institution of higher education. With extenuating circumstances, an absence in service that exceeds three (3) full Calendar Years shall result in the unit member's name being removed from the affected college-specific discipline Seniority List.

**(3) Previous Full-time Not Emeritus Retired Status**

Effective January 1, 2020, in the event that a Full-time unit member resigns without retiring from CalSTRS, CalPERS or Social Security, and is subsequently rehired as a Part-time Faculty member, for Seniority purposes he/she shall be treated as a new hire. The new date of initial Term of service shall be the first day of the Term when the unit member returns to service as Part-time Faculty, pursuant to Article 18B.1b.

**(4) Resignation**

If a Part-time unit member formally resigns from his/her position, he/she will then be removed from the Seniority List. After said resignation, the unit member shall have to establish a new date of initial Term of service upon rehire in that discipline at that college. The first day of the Term 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.

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

For Part-time unit members hired prior to Fall Semester, 2006, the date of initial service in the college-specific discipline(s) shall be as previously determined. Notwithstanding, the provisions concerning Break-in Service

and Resignation, shown above, shall pertain. (Procedures for determining the date of initial Term of Service can be found in the 2015-18 Collective Bargaining Agreement.)

**d. Distribution of Assignments**

Assignments to Part-time Faculty will be based first on program needs. District Program needs shall have priority over the Part-time Seniority List(s). See Article 18B.2 below.

**e. Order of Assignments**

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

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

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

See Articles [10D.11b](#) and [12-1A.3h](#). for exception if Regular Faculty is on a Sabbatical Leave of Absence;

- (3) To retirees with Emeritus Status (see [Board of Trustees Policy 7800](#) for Emeritus Status) at the District's discretion. Retirees will not be placed on the Part-time Seniority List, and they shall be subject to the evaluation process outlined in this [Article 18I.1](#). Emeritus Faculty are encouraged to fill out an Assignment Preference and Availability form on a yearly basis;
- (4) To existing or newly hired Part-time Faculty in order to fulfill one (1) or more program need(s) according to [Article 18B](#). (includes non-Emeritus Faculty who resigned—see [Article 18B.1.b2](#). above.);
- (5) To Temporary Leave Replacement (TLR) Full-time Faculty for overload.

**f. [Assignment Preference and Availability Form](#)**

Part-time unit members shall complete an Assignment Preference and Availability Form each year for the subsequent Academic Year. The Assignment Preference and Availability Form shall be emailed via campus email no later than the first week in December by their appropriate Administrator's Office. In the event that the Part-time Faculty member is hired after the first week in December, he/she shall be given the opportunity to submit an Assignment Preference and Availability Form within two (2) weeks of hire pursuant to this Article. The Assignment Preference and Availability Form shall request Part-time unit members to indicate their interest and availability for a(n) assignment(s) each Semester or Inter-

session or Summer Session consistent with [Article 18C.3](#). The Assignment Preference and Availability Form shall be provided in the form of a fillable PDF document, either from the Office of the Dean for their respective Division, or by the Part-time unit member acquiring the document on their own. The Part-time unit member shall return the form to his/her appropriate Administrator's Office, via campus email, no later than the first Friday after the start of Spring Semester, to be considered for assignments for the immediately following Summer Sessions and Academic Year. In the event a Part-time unit member does not submit a preference form by the established deadline, that Part-time unit member risks losing his/her seniority preference when classes are assigned. [See Appendix](#): Assignment Preference and Availability Form: Part-time Faculty.

The appropriate Administrator shall keep the returned Assignment Preference and Availability Form for one (1) Academic Year and shall produce it within five (5) days if requested by the Part-time unit member or the Faculty Association. The unit member may update the Assignment Preference and Availability Form every Academic Term, including Summer Session, in advance of the distribution of assignments so as to keep the Assignment Preference and Availability Form current as to the unit member's availability.

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

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

For any term (including Summer and Inter-session), Part-time unit members shall be offered an assignment of maximum Load requested, up to sixty-seven percent (67%) [10.05 Calculated A Hours (CAHs) or equivalent], that is workable within the constraints of the available college-specific discipline assignments, in order of Seniority, and per availability as provided on the Assignment Preference Form, before the next senior Part-time unit member receives his/her assignment. Offers of assignment will be made via campus email. The process shall continue until all Part-time assignments have been distributed. The unit member has the right to decline any or part of the offered assignment without penalty.

- (1) Part-time unit members have forty-eight (48) hours to accept the assignment. At the time assignments are made, the most current Seniority List will apply. Administrators will make a reasonable attempt to not offer assignments during weekends and holidays.
- (2) If a course of instruction, Counseling Faculty hours, Library Faculty hours, or other assignments become available after the procedure for making assignments has begun, these shall be assigned to unit members, taking into account program needs, in the exact manner and order described in [Article 18B.1e](#). above. When assignments are made

from the Seniority List in this circumstance, the offering of the assignments will start with the most senior Part-time Faculty who has less than a sixty-seven percent (67%) Load already assigned that is workable within the constraints of the available college-specific discipline assignments. No unit members, Contract, Regular, Temporary Leave Replacement (TLR) or Part-time, are allowed to change or modify their original assignment when taking new assignments under this circumstance. At the time assignments are made, the most current Seniority List will apply.

- (3) Part-time unit members offered an assignment within thirty (30) days of the start of the assignment shall have twenty-four (24) hours to respond. If no response has been received within twenty-four (24) hours, the appropriate Administrator shall follow the order of Seniority in offering the assignment consistent with [Article 18B.1e.](#) above.
- (4) Guidelines Specific to Part-time Counseling Faculty:

For any Term, block scheduling assignments shall occur as described below, unless the College Counseling Department elects to follow an alternative process through mutual agreement of Management and Counseling Faculty. The initial assignments shall allow for Counseling Faculty to be assigned hours in blocks of up to five (5) weekly Counseling Faculty D Hours (“D” Hour) each, up to a maximum of up to fifteen (15) weekly Counseling “D” Hours per person. The assignments will be offered in blocks and must be accepted as such. If available hours are insufficient to provide fifteen Counseling “D” Hours for each Counseling Faculty person, then new hours shall be assigned where the original assignments left off to the first person who initially received an assignment of less than an aggregate of fifteen (15) Counseling “D” Hours. Those following on the Seniority List shall be allowed to achieve up to fifteen (15) Counseling “D” Hours for the Term before giving any more hours to Counseling Faculty at the top of the List. Each block shall be assigned a Calculated A Hour (CAH) value based on the hours associated with the block for the Term assignment.

Once all the Counseling Faculty at the college have received an aggregate assignment of fifteen (15) weekly Counseling “D” Hours for the Term, additional hours shall be assigned as follows:

- (a) For Fall and Spring Terms, the blocks of time available for assignment shall be identified. Unless required otherwise by program need, newly acquired hours shall be distributed in blocks of one (1) whole Counseling “D” Hour at a time per the Seniority List so as to allow each Counseling Faculty person on the List to receive an additional hour instead of giving them all to the first person(s) on the List. It is understood that additional hours will only be assigned up to a maximum of sixty-seven percent (67%) of a Full-time assignment, including any assignment that counts toward Load, and this limitation shall be District-wide.

- (b) If Counseling Faculty teach Instructional classes in addition to their Counseling Faculty duties, then their Counseling Faculty hours shall be less than sixteen (16) Counseling “D” Hours or nine (9) Calculated A Hours (CAHs) per Term, and shall be diminished according to the amount required to limit their assignment to less than sixty-seven percent (67%) of a Full-time Load including any assignment that counts toward Load.
- (c) For scheduling Summer Session and Intersession assignments, the blocks of time available for assignment shall be identified. Unless required otherwise by program need, remaining hours, including newly acquired hours, shall be distributed on a second round in blocks of five (5) weekly Counseling “D” Hours, per the Seniority List. After all the Counseling Faculty have received an assignment of up to twenty (20) weekly hours, and insofar as assignable hours remain, subsequent rounds shall occur in similar fashion. In no case will Summer Session and Intersession assignments for Counseling Faculty exceed thirty (30) hours per week, or two hundred ninety (290) aggregated hours over the Summer Session, or the equivalent, Districtwide.

(5) Guidelines Specific to Library Faculty

For Summer Session and Intersession, Library Faculty will be limited to a maximum of thirty-three (33) hours per week, regardless of the number of weeks the unit member works during the Term.

For Fall and Spring Semesters, Library Faculty will be limited to a maximum aggregate total of three hundred thirty-five (335) Library Hours during the Semester.

h. **Evaluation(s)** see [Article 18I.2](#).

i. **Grievances** see [Article 18I.9](#).

## **18B.2 Program Needs**

Program Needs includes, but is not limited to, a unit member’s expertise and/or demonstrated experience in the specific requirements of the assignment, the unit member’s ability to use and expose students to current information, technology, and skills required in this assignment; and the unit member’s previous performance record (“Satisfactory” evaluation) and adherence to contractual requirements stated under this Agreement. See [Article 18B.1d](#).

## **18C. Offer of Employment**

### **18C.1 Limits on Assignments**

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

### **18C.2 Additional Assignments**

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

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

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

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

## **18D. Professional Development**

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

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

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

**18E. Professional Development Committee Representative**

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

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

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

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

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

**18H. Contract, Regular, And Temporary Leave Replacement (TLR) Faculty Bumping Rights**

Contract, Regular and Temporary Leave Replacement (TLR) unit members who experience a class cancellation of classes for Load may bump a Part-time unit member only before the first class meeting and only if he/she has no overload that can be applied to his/her Load. Banked Load shall not be invaded for this purpose [see [Article 9A.3\(b\)](#)]. Part-time unit members shall not have the right to bump other Part-time unit members when a course is cancelled.

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

**18H.1 Compensation In The Event Of Class Cancellation**

Part-time Faculty unit members shall be paid for the first week of an assignment when class is cancelled or the Part-time unit member is bumped less than two (2) weeks before the beginning of a semester. If a class meets more than once per week, Part-time Faculty unit members shall be paid for all classes that were scheduled for that week. If the affected unit member is offered an assignment with the same or more CAH value and the unit member agrees to accept this assignment, then this provision shall be waived.

**18I. Evaluation**

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

The evaluation process is designed to assist unit members in examining their objectives, techniques, and accomplishments and to provide a means to recognize outstanding performance. The evaluation process is also a means to identify areas in which improvement in faculty performance might benefit student learning. Evaluation may also function as a channel of communication about program needs. This policy conforms to Sections 87663, 87664, and 87665 of the California Education Code.

## 18I.1 Guiding Principles

- a. The evaluators shall not consider information about the private life, religious, political and/or organizational affiliations, or sexual preferences of the unit member evaluatee;
- b. No anonymous letters or material shall, in any form, be used in the evaluation process except that student evaluations of unit members done on negotiated Student Evaluation Forms shall be anonymous in order to protect the identity of the student;
- c. Only those forms that have been negotiated shall be used in the evaluation process;

### See Appendix:

Evaluation: Counseling Faculty Evaluation Form - Student Survey

Evaluation: Counseling Faculty Performance Observation Form

Evaluation: Special Assignment Faculty - Client Survey Form

Evaluation: Library Faculty Observation Form

Evaluation: Library Faculty Orientation - Student Survey Form

Evaluation: Observation of Instruction Form - Online Class

Evaluation: Observation of Instruction Form - Math Emporium

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 - Math Emporium

Evaluation: Student Response to Instruction Form - Online Class

The above forms include the following:

- (1) A space for the supervisor to evaluate Part-time Faculty.
  - (2) A space for the supervisor to add comments.
- d. The unit member evaluatee has the right to respond in writing to the evaluation(s). Written responses shall become part of the unit member evaluatee's Personnel File, see [Article 16-1A.](#);
  - e. Enrollment management data shall be excluded from the entire evaluation process; and
  - f. The evaluator should notify the appropriate Administrator first of the result of the observation visit for the Administrator's Summary Review. The evaluator should notify the Part-time unit member of the result of the evaluation within fifteen (15) work days of the observation visit. The Part-time unit member shall provide their signature on the appropriate sections of the form indicating that the unit member was provided with the results of the evaluation.
  - g. Non-retaliation  
There shall be no retaliation against a Part-time unit member who voices an opinion or files a signed written opinion.

## 18I.2 Evaluations

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

The evaluator will notify the evaluatee a minimum of one (1) week before the observation takes place. The unit member being evaluated is encouraged to provide relevant course information including exam dates. Visit for observation may be unannounced, but shall occur with the consent of the Part-time unit member being evaluated. If there is difficulty in coordinating the visit, the peer evaluator and evaluatee shall schedule a specific visiting time.

Refer to [Article 10F.3g-k](#) for evaluation of on-line classes.

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

Notwithstanding the above, the parties recognize the provisions 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.” In exceptional circumstances, upon the recommendation of management, a Part-time unit member may be terminated from District employment without a second evaluation described in [Article 18I.2a. and b.](#) below. This termination may occur at the end of the day or week, whichever is appropriate, and the unit member shall be notified.

### a. Needs Improvement Status

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

(1) **Process and Timeline for Needs Improvement Status**

- (a) Categories for which improvement is recommended shall be specifically indicated in an evaluation conducted by a unit member or by the appropriate Administrator, in accordance with [Article 18I.2](#) above or [Article 18I.3](#) below. These categories must conform to those listed in [Article 18I.7a.-f.](#) and/or those listed in the negotiated evaluation forms used in the initial evaluation process;
- (b) An evaluation with the recommendation of “Needs Improvement” shall be forwarded to the appropriate Administrator within fifteen (15) work days of the Part-time unit member evaluatee receiving the written evaluation;
- (c) The appropriate Administrator will convene a meeting with the Part-time unit member evaluatee and the evaluator within fifteen (15) work days of receiving the written evaluation. The purpose of the meeting is to clarify the evaluation and the areas that need improvement;
- (d) If the “Needs Improvement” recommendation comes from the Administrator, the Administrator will convene a meeting with the Part-time unit member no later than the last day of the Term in which the evaluation took place. The purpose of the meeting is to clarify the evaluation and the areas that need improvement;
- (e) The unit member evaluatee should be re-evaluated within the next Term. If the unit member evaluatee does not have an assignment during that time, re-evaluation will occur the next Term in which he/she has an assignment. The re-evaluation will be performed by a different evaluator;
- (f) If a Part-time unit member evaluatee receives a “Satisfactory” evaluation, he/she is taken off “Needs Improvement” status. Notwithstanding, the appropriate Administrator may elect to accelerate the timeline for the next regular evaluation, in accordance with [Article 18I.3](#) below.
- (g) If the subsequent re-evaluation described in [Article 18I.2a.\(1\)\(d\)](#) above results in a final summary of “Needs Improvement” or “Unsatisfactory,” the unit member evaluatee’s performance shall not be considered to uphold a standard that warrants rehire preference. The unit member shall be removed from or not placed on the Seniority List(s). If the unit member evaluatee has received an assignment(s) for the Term(s) following the unit member evaluatee’s removal from the Seniority List(s), the appropriate Administrator will reassign the course(s), counseling or library assignment in accordance with Articles [18B.1d.](#), [18B.1e.](#) and [18B.1g.](#)
- (h) If a unit member evaluatee has been removed from the Seniority List pursuant to [Article 18I.2a.\(1\)\(f\)](#) above and is rehired at a later date, for Seniority purposes the unit member shall be treated as a new hire.

The new date of initial Term of service shall be the first day of the Term, when the unit member returns to paid service, pursuant to [Article 18B.1b](#).

**b. Unsatisfactory Status**

“Unsatisfactory” means that the Part-time unit member’s performance is deemed unsatisfactory for continued employment. A Part-time Unit member is in “Unsatisfactory” status if his/her most recent evaluation identifies an “Unsatisfactory” Performance. At the request of the Part-time unit member, the Faculty Association shall function exclusively to monitor the evaluation process as to contract and procedural due process issues.

**(1) Process and Timeline for Unsatisfactory Status**

- (a) Categories for which the unit member is deficient shall be specifically indicated in an evaluation conducted by a unit member or by the appropriate Administrator, in accordance with [Article 18I.2](#) above or [Article 18I.3](#) below. These categories must conform to those listed in [Article 18I.7a.-f.](#) and/or those listed in the negotiated evaluation forms used in the initial evaluation process;
- (b) An evaluation with the recommendation of “Unsatisfactory” shall be forwarded to the appropriate Administrator within fifteen (15) work days of the observation visit;
- (c) The appropriate Administrator will convene a meeting with the Part-time unit member evaluatee and the evaluator within fifteen (15) work days of receiving the written evaluation. The purpose of the meeting is to clarify the performance areas in which the unit member’s performance was deemed deficient;
- (d) If the “Unsatisfactory” recommendation comes from the Administrator, the Administrator will convene a meeting with the Part-time unit member no later than the last day of the Term in which the evaluation took place. The purpose of the meeting is to clarify the performance areas in which the unit member’s performance was deemed deficient;
- (e) A second evaluation will normally be performed within fifteen (15) work days after the meeting with the appropriate Administrator, evaluatee, and evaluator. The second evaluation shall be done by a different evaluator in accordance with this [Article 18I.2](#). At the appropriate Administrator’s prerogative, this required re-evaluation may be deferred to the following Term. In such cases, the appropriate Administrator may offer an assignment for the following semester that carries less than the sixty seven percent (67%) Load entitlement given in [Articles 18b.1g.](#), [18C.2](#) and [18J](#);
- (f) If the subsequent re-evaluation described in [Article 18I.2b.1.\(d\)](#) above again identifies “Unsatisfactory” performance or identifies “Needs Improvement,” the unit member evaluatee, who is on the Seniority list, shall be removed from the Seniority List. If the unit member evaluatee has received an assignment for the Term(s)

following the re-evaluation which resulted in an “Unsatisfactory” or “Needs Improvement” status, the appropriate Administrator will reassign the course(s), counseling or library assignment(s) in accordance with [Articles 18B.1d.](#), [18B.1e.](#) and [18B.1g.](#));

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

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

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

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

The negotiated standard Student Evaluation Forms shall be distributed and collected by the evaluator as part of the classroom visit or appropriate observation. See Appendices: Evaluation: Counselor Faculty Evaluation Form: Student Survey, Evaluation: Library Faculty Orientation - Student Survey Form, Evaluation: Student Response to Instruction Form - Face to Face Class, Evaluation: Student Response to Instruction Form - Math Emporium, 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. The summary shall be a fair and accurate report of the information provided on the Student Evaluation Forms.

The evaluation report shall be a fair and accurate summary of the judgment of the individual evaluator. The student evaluation forms should be returned by the appropriate Administrator to the Part-time unit member evaluatee at the end of the Academic Term after grades have been submitted.

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

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

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

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

**181.6 Evaluation Of Contract, Regular, And Temporary Leave Replacement (TLR) Faculty Performing Overload**

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

**181.7 Faculty Standards**

**a. Forward**

Faculty at Chabot College and Las Positas College have been selected with considerable care and with particular attention to their ability to give freely of their knowledge and talents to students. Each unit member is asked to assume the personal and professional obligations which inhere in a career as college Instructional, Counseling, Library or Special Assignments Faculty. The Faculty are expected to be professionals with students, colleagues and staff, adhere to the assignment responsibilities, and to demonstrate collegial participation defined as contributing to a collaborative, respectful working environment with all staff. Criteria for excellence in working with students are listed below. In addition, the applicable specific Faculty Standards are set forth for Instructional, Counseling, Library and Special Assignments Faculty.

**b. Excellence in Working with Students**

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

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

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

**d. Specific Standards for Part-time Instructional Faculty**

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

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

- (1) Working in and supporting a collaborative Counseling Division team environment and meeting assignment responsibilities;
- (2) Demonstrating a wide variety of counseling skills (listening, interviewing, trusting, encouraging, flexible, resourceful, fair) and counseling techniques while providing academic, career, and personal counseling services;

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

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

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

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

The unit member evaluatee and the supervisor will develop standards appropriate to each Faculty on Special Assignments/Coordinator Assignment(s). The Faculty Standards shall be clearly related to the Special Assignments/Coordinator Assignment(s) and comparable in their level of specificity to the Faculty Standards described above for the other categories of faculty. The Faculty Standards shall be approved in writing by the appropriate Vice President, within three (3) weeks of the first day of service of the Part-time unit member.

## **18I.8 Training For Evaluators**

Qualification as an evaluator is dependent upon participation in evaluation training. Training sessions for performing evaluations shall be conducted on an annual basis by the District and the Faculty Association. Each Division shall be required by the end of the fifth (5<sup>th</sup>) week of the Academic Year to submit a schedule to the appropriate Vice President for conducting faculty evaluations. Each appropriate Administrator shall be responsible for maintaining a cadre of trained evaluators who will fulfill the Division's evaluation obligation.

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

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

## **18I.9 Grievance**

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

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

## **18J. Maximum Workload**

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

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

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

Under the provisions of Education Code Section 87482, a Part-time unit member may be assigned to teach more than sixty-seven percent (67%) of a Full-time workload limit in any one (1) semester, Classified Professional with Part-time status, so long as these assignments are limited to no more than two (2) semesters within any period of three (3) consecutive Academic Years. [See [Article 18J.1](#) above for definition of sixty-seven percent (67%) of a Full-time Load.] Subject to Education Code extension, a Part-time Nursing Faculty may be assigned to teach more than sixty-seven percent (67%) of a Full-time workload limit in any one (1) semester, so long as these assignments are limited to no more than four (4) semesters within any period of three (3) consecutive Academic Years.

Part-time unit members shall only become eligible for an assignment above the sixty-seven percent (67%) limit after their satisfactory first evaluation, except in special circumstances in consultation with the Vice President, Academic Services.

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

Paid participation by Part-time unit members in evaluations, professional development activities, committee work, governance, grant writing, advising student organizations, meetings that are not related to coordinator's duties or other assignment responsibilities, class substitution on a day-to-day basis, ancillary activities, or any other service of an occasional nature shall not count toward the Load limit as stated in [Article 18J.1](#) above.

Effective Fall Semester 2019, tutorial hours (Faculty Hour H) shall not count towards the Load limit as stated in Article 18J.1 above.

[See [Article 18J.6](#) below for paid office hour(s) exception to the Sixty-seven Percent (67%) Law.] Professional responsibility hours, as defined in [Article 18I.7c.](#), do not count in the 67% Law limit. Professional responsibility hours as defined in [Article 18T](#) below, do not count in the Sixty-seven Percent (67%) Law calculation.

Substitute service, per class section, for more than two (2) consecutive weeks is included in the Sixty-seven Percent (67%) limitation and shall be counted from the initial day of substitute service for the course.

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

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

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

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

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

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

All Part-time unit members who elect to take a paid office hour must state the time and place of the office hour in the appropriate course Syllabus which shall be on file in the appropriate Administrator's Office. It is understood that office hours for Part-time unit members do not count in the sixty-seven percent (67%) calculation of maximum workload defined in Articles [18J.1](#) and [18J.2](#).

**18J.7 Access To Supplies**

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

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

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

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

or

b. The CalSTRS Defined Benefit Plan. Contribution rates for the District and the unit member are established by the Education Code and through CalSTRS Employer Directives.

or

c. Social Security. Contribution rates for the District and the unit member are established by the Internal Revenue Service.

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

**18L. Compensation For Office Hour**

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

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

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

**18N. Medical Benefits**

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

**18O. Salary And Step Placement**

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

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

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

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

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

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

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

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

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

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

Professional responsibilities listed in [Article 18I.7c](#). shall be considered to represent one (1) hour per semester per CAH. For example:

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

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

Professional responsibility hours, as defined in Article 18T, do not count in the Sixty-seven Percent (67%) Law limit.

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

All Part-time unit members who participate in orientation as new Faculty shall be paid for up to two (2) hours of orientation time regardless of whether the format is face-to-face, online, or otherwise. The Colleges shall offer orientations both Fall and Spring Terms for new Part-time unit members. The Faculty Association will be given time at these orientations to talk with attendees. See [Article 21G.2b](#).

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

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

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

See [Article 11B-2](#).

**18X. Sick Leave Transfer for Part-Time Faculty for Sick Person**

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

**18Y. Part-Time Faculty Election Regarding State Disability Insurance (SDI) Coverage**

Part-time Faculty are subject to State Disability Insurance (SDI) deductions. Under the Agreement, SDI deductions will change annually based upon State of California rate updates. The SDI contribution shall be paid in full by the Part-time Faculty. See MOU.

**18Z. DegreeWorks Orientation and Training of Part-Time Unit Members**

Part-time Counseling Faculty unit members shall be oriented and trained in the DegreeWorks software program before utilizing it for counseling responsibilities. Part-time Counseling Faculty who attended DegreeWorks training shall be paid at the “F” hour rate.

**18AA. Contract For Categorically-Funded Temporary Faculty**

[See Appendix](#).

**18BB. 403b and 457 Pre-Tax Account Benefits**

(See [Article 21M](#).)

# **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. 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) years prior to the start of the school term of the first school year in which the member's workload is reduced.

#### **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 with at least ten (10) Academic Years of creditable service, of which the immediately preceding five (5) Academic Years were Full-time employment with no break in service.

- a. Sabbatical Leaves of Absence and other Board of Trustees approved Leaves of Absence shall not constitute a break in service of the preceding five (5) Academic Years.

#### **19A.3 Applying For Pre-Retirement Reduction Of Annual Workload And Approval Thereof**

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.) The application for Pre-retirement Reduction of Annual Workload form may be rescinded by the unit member prior to it being approved by the Board of Trustees.

The workload reduction is subject to approval by the Board of Trustees in an open session after being publicly agendized.

A unit member who desires to reduce his/her workload in accordance with this Article shall make application through the unit member's appropriate Administrator by November 1 of the Academic Year prior to the Academic Year when Pre-retirement Workload Reduction of Annual Workload is to become effective. As stated above, this application can be rescinded by the unit member before the Board of Trustees has publicly approved it in open session.

A unit member who belongs to the California Public Employees' Retirement System (CalPERS) must contact the Office of Human Resources prior to requesting Pre-retirement Reduction of Annual Workload, since the California Public Employees' Retirement System (CalPERS) rules may differ from those of the California State Teachers' Retirement System (CalSTRS).

- a. Prior to the reduction of a unit member's workload, the Office of Human Resources, in conjunction with the California State Teachers' Retirement System (CalSTRS) or the California Public Employees' Retirement System (CalPERS), shall verify the unit member's eligibility for the Pre-retirement Reduction of Annual Workload program.

#### **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 unit member not elected to exercise the option of Pre-retirement Reduction of Annual Workload. 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 California State Teachers' Retirement Fund (CalSTRS) as provided in California Education Code Section 22713 and 87483 the amount that would have been contributed if the unit member had been employed on a Full-time basis. For unit members belonging to the California Public Employees' Retirement Systems (CalPERS), the District and the unit member shall each contribute to CalPERS 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 87483 of the California Education Code in the same manner as a Full-time unit member. Also see [Article 20](#).

- c. **Computation For Purpose Of Retiree Group Medical Insurance**

Pre-retirement Reduction of Annual Workload 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, [Articles 20B.9](#), [20C.2f.](#), [20C.11](#) and [20I](#).

#### **19A.5 Calculation Of Load**

The maximum Pre-retirement Reduction of Annual Workload shall be the equivalent of one-half (½) of the number of days of service required by the unit member's Contract of Employment during his or her final Academic 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 Academic Year shall be made by the Chancellor or designee after consultation with the unit member.

- a. Once a unit member's Pre-retirement Reduction of Annual Workload has commenced, he/she may apply to revise the percentage by which workload is reduced, by following the procedures and timelines specified in [Article 19A.3](#) above. Any changes approved by the Board of Trustees will take effect the following Academic Year. The revision must specify a new reduction percentage that is not greater than fifty percent (50%); it is understood that the revision will be subject to CalSTRS or CalPERS regulations, as appropriate, and will not extend the maximum duration specified in Article 19A.6 below.

#### **19A.6 Duration**

The minimum period for Pre-retirement Reduction of Annual Workload shall be one (1) Academic Year, and the maximum period for Pre-retirement Reduction of Annual Workload shall be ten (10) Academic Years. At the end of the ten Academic Years, the unit member must retire.

#### **19A.7 Leaves Of Absence**

Refer to Articles [11A.2b.](#), [11B.1f.](#), [11C.2](#), [11G](#), [11I.1a.](#), and [11L](#) regarding the effect of Leaves of Absence on Pre-retirement Reduction of Annual Workload.

#### **19A.8 Opportunity For Overload And Summer Session/Inter-Session Assignments**

See [Article 10D.10](#), Overload, and [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 eligible<sup>3</sup> Contract, Regular and Temporary Leave Replacement (TLR) unit members and their dependents with medical, dental and vision coverage. Part-time unit members shall be provided medical benefits according to [Article 20A.6](#). The District shall also provide life insurance and income protection plans to all eligible unit members.

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

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

- b. In addition, the District shall provide a pre-tax salary deduction program [Internal Revenue Service (IRS) 125 Plan] subject to IRS approval for the purpose of:

- paying for dependent care;
- health plan premiums;
- other approved health-related expenses; and
- use of public transportation and related parking expenses for commuting to and from work.

Subject to IRS approval, the maximum amount that a unit member may have deducted for Part One is \$5,000 in a Plan Year, and Part Three shall be limited to \$3,000 (prior to 2017); and \$2600 (2017) for the Plan Year, though the amounts shown are subject to change pursuant to the Health Care Reform Act of 2009. Contact the Office of Human Resources for health-related and dependent care expenses. Contact Payroll Office for public transit.

The District shall provide all unit members with a minimum thirty (30) day notice of the annual application deadline for these pre-tax salary deduction programs. This notice shall be provided via U.S. Mail.

- c. **Medical Coverage**

The District and the Faculty Association agree to health and benefit plans as follows:

<sup>3</sup>*For unit members with less than 100% contract, see Articles [20A.2](#) and [20A.4](#).*

(1) **“High Health Maintenance Organization (HMO)” Coverage:**

Defined as the coverage level provided to unit members (copays \$5 for office visits, and \$5 generic/\$15 non-generic for prescription drugs) unless modified by agreement of the District and Faculty Association. Unit members will contribute the following amounts for this level of coverage, up through and including Year 2019-20 in the amounts shown below:

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

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

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

Coverage	2019-20
EE	\$60
EE + 1	\$120
Family	\$180

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

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

Coverage	2019-20
EE	\$102
EE + 1	\$204
Family	\$306

(2) **“Low HMO” Coverage:** The District shall also offer unit members an alternate HMO plan for the carriers shown above. Premium contributions shall be no more than sixty percent (60%) of the amounts shown in section 1, above, for each carrier; however, the plans will carry greater copays for doctor visits and prescription drugs. Basic characteristics of the plans are shown below for 2019-2020. The plan coverage will be as shown below, unless otherwise negotiated by the District and Faculty Association.

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

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

Coverage	2019-20
EE	\$24
EE + 1	\$48
Family	\$72

**Target Monthly Premium Contributions for Anthem “Low HMO” Anthem**  
*“Low HMO” is initially the “Value HMO” offered to Administrators Office*  
 Visits: Initially \$30 Primary Care/\$40 Specialist  
 Prescription Drugs: Initially \$5 Generic/\$15 Brand

Coverage	2019-20
EE	\$60
EE + 1	\$120
Family	\$180

- (3) **Anthem PPO Coverage:** This District shall continue to offer the Anthem Blue Cross PPO. The copays and deductibles for this plan shall be commensurate with those in effect 2010-11. The unit member selecting this plan shall contribute an amount equal to the difference between the PPO premium, and the full Anthem “High HMO” premium.
- d. **Dental and Vision Coverage:** The District shall continue to pay the premiums for dental and vision plans for Regular, Contract, and Temporary unit members, providing coverage commensurate to the plans in effect during Academic Year 2010-11. Notwithstanding, the District will offer an enhanced dental plan with a higher cap on annual benefits, with the understanding that the unit member selecting that plan will pay the additional cost in premiums.

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

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

**20A.3 Domestic Partners**

For purposes of this Article, the term “domestic partners” shall be defined to include those individuals who meet the requirements for domestic partnership which are set forth in California Family Code Section 297.

The District shall conform to all State and/or Federal laws regarding domestic partnerships. In order to conform to said laws, the unit member and/or retiree must file with the Secretary of the State of California a Declaration of Domestic Partnership as stated in Family Code Section 297. Active unit members who wish to cover a domestic partner on insurance

plans offered by the District must also file with the State of California unless they do not qualify under State guidelines. In these instances, the unit member will file an Affidavit of Domestic Partnership with the District. [See Appendix: Domestic Partnership: Affidavit.](#)

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

**a. Eligibility for Benefits**

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

**b. Documentation**

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

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

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

An “Affidavit for Enrollment of Domestic Partners” is contained in [Appendix: Domestic Partnership: Affidavit.](#)

**c. Affidavit of Proof**

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

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

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

Contract, Regular and Temporary Leave Replacement (TLR) unit members with a one hundred percent (100%) contract shall be entitled to group benefits for the entire Fiscal Year, at the District's contribution level as specified in [Article 20A.1](#) above. Contract and Regular unit members employed for less than an Academic Year shall be entitled to group benefits for the actual period of employment.

b. **Eligibility: Less Than One Hundred Percent (100%) Contract, Regular and Temporary Leave Replacement (TLR) Faculty**

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

(1) **Full Year.** Eligible Contract, Regular, and Temporary Leave Replacement (TLR) unit members (see definitions in [Article 1C.1a-c](#).) who are employed fifty percent (50%) or more for the full Academic Year may choose to accept one or more group benefits and shall be entitled to the selected benefits for the entire Fiscal Year, but shall only be entitled to the percentage of District contribution for the plan in which they are enrolled in the same ratio as their actual service assignment bears to a Full-time [one hundred percent (100%)] assignment, with the unit member's share to be paid by personal payroll deduction.

(2) **Partial Year.** Eligible unit members employed for fifty percent (50%) or more for a period of less than an Academic Year, (two complete semesters) may choose to accept one or more group benefits for the entire Fiscal Year, but shall only be entitled to the percentage of District contribution for the plan in which they are enrolled in the same ratio as their actual service assignment bears to a Full-time [one hundred percent (100%)] assignment, with the unit member's share to be paid by personal payroll deduction.

c. **Cash in Lieu of Medical Benefits**

Should the eligible Full-time unit member choose not to accept any medical plan as provided by the Board of Trustees in accordance with the law, the District shall offer the unit member four hundred dollars (\$400) per month.

**d. Exemptions to Benefits**

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

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

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

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

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

Unit members who are granted Leaves of Absence Without Pay in excess of thirty (30) calendar days in any Academic Year shall not be entitled to the extension of health and welfare benefits during the inclusive dates of these Leaves of Absence, unless specifically granted elsewhere in this Agreement. These unit members, however, may choose to continue their enrollment in existing group insurance plans at the unit member's own expense. If the Leave of Absence Without Pay reduces a unit member's time assignment to less than Full-time (100%), but equal to or greater than fifty-percent (50%) of a similar or related Full-time (100%) position, the unit member shall only be entitled to the percentage of District contribution in accordance with the ratio established. See [Article 20A.4b.](#) above for partial contracts.

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

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

**c. Timing of Benefits**

Group benefits shall become effective as of the first day of the calendar month following the month in which service to the District first begins. Group benefits for unit members whose service ends during or at the end of the Academic Year or who are granted a Leave of Absence Without Pay in excess of thirty (30) calendar days shall terminate at the end of the calendar month during which the service ends or the Leave of Absence begins. Unit members who terminate their employment after working a complete Academic Year shall have their benefits continue at the same rate through June, unless they are on a Temporary Leave Replacement (TLR) and are returning Part-time, in which case their benefits shall continue in July and August, and the Part-time unit member shall pay the proportionate premium.

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

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

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

**a. Eligibility**

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

- (1) worked forty percent (40%) of an annual Full-time equivalent Load [twelve (12) Calculated A Hours (CAHs)] or more during the Academic Year prior to receiving benefits, including any service on a Full-time basis, and Summer Session service;
- (2) had affirmed via a signed affidavit that he/she has no other access to medical insurance where all or part of the premium is paid through some other source; and
- (3) had approval of this arrangement by the carriers.

**b. Medical Plan**

Each qualified Part-time unit member and his or her eligible dependents are eligible to enroll in the District's Kaiser Foundation Health Plan at the "High HMO" or "Low HMO" level. The Part-time unit member must enroll annually. [See Appendix](#): Medical Benefits - Enrollment Form for Part-time Faculty (Note: This form is only available during enrollment periods.).

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

**c. Premium Payment**

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

- (1) **Program Payments.** The program shall be dependent upon the continuation of funding as described in Education Code Sections 87860 through 87868 whereby the State pays up to one-half ( $\frac{1}{2}$ ) of the District's total cost, provided that the amount claimed by all districts in the State does not exceed the funding provided in the California State Budget.

Unit Members with Loads of forty percent (40%) or more, who meet the criteria of Section (a) above, shall be eligible for a fifty percent (50%) pro-rata share of the total premium amount paid by the District for the Kaiser “High HMO” or “Low HMO” plan defined in [Article 20A.1](#). The eligible unit member shall be responsible for fifty percent (50%) of the total premium cost of the Kaiser plan chosen. If State funding is less than fifty percent (50%), the District shall contribute the same percentage as the State provides. If a change occurs in the State funding to the District for this program, both the District and the Faculty Association agree to re-open negotiations on the program.

- (2) **Monthly Premium Deductions.** All monthly premium payments for medical benefits will be deducted directly from the unit member’s monthly paycheck. Unit members are required to sign an agreement authorizing the District to deduct money owed from their paychecks. For the months the unit member does not receive a monthly paycheck, the unit member will reimburse the District by personal check or money order, which will be due on the tenth (10<sup>th</sup>) day of the following month. If the premium payment is not received by the tenth (10<sup>th</sup>) day of the following month, the District shall cancel the unit member’s medical benefits.
  - (3) **Premium Billing.** The District will bill for the collection of premiums due in excess of the District contribution as referenced in [Article 20A.6c](#). If the premiums due are not received by the tenth (10<sup>th</sup>) day of the month following notification that past due premiums are owed, the District shall cancel the member’s medical benefits and proceed to collect past due premiums. Unit members will be billed for the collection of past due premiums and, if not fully paid within thirty (30) days from the date of notification, will be debited from future earnings or via other collection remedies.
  - (4) **Payroll Deductions.** Payroll deductions begin no later than the month preceding the effective date of coverage. The District shall notify eligible Part-time Faculty of the process to apply for benefits and applicable deadlines two months prior to the coverage’s effective date.
  - (5) **Continuity of Benefits.** Part-time Faculty receiving benefits are eligible for continuous benefits until the following Fall open enrollment.
- d. **Continuing Eligibility and Cessation of Eligibility**
- Continuing eligibility shall be determined annually for the period September 1 through August 31 based upon the Part-time unit member’s assignment during the prior Academic Year.

Eligibility shall cease if:

- (1) the unit member's Load for the prior Academic Year is less than forty percent (40%); or
- (2) the individual is no longer employed by the District.

e. **Consolidated Omnibus Budget Reconciliation Act Rights (COBRA)**

Should coverage cease, the Part-time unit member is eligible for COBRA Rights.

f. **Domestic Partner Rights**

The District and the Faculty Association agree that domestic partners shall be included under this Article.

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

[See Appendix:](#)

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

**20B.2 Length Of Service Requirement For Eligibility**

For unit members employed before April 1, 1986, the District will pay the full cost of the District's medical insurance plan(s), [including the Preferred Provider Organization (PPO) plans], notwithstanding that active unit members may pay a share of the premiums for similar plans, for each unit member and spouse or approved domestic partner according to [Article 20A.3](#) following retirement of the member provided that the employee has rendered Full-time Service to the District at the age of retirement, including the five (5) years immediately preceding retirement, as follows:

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

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

A District-approved Leave of Absence, granted in a single Board of Trustees action to a maximum of two (2) Academic Semesters within the past five (5) years, shall be computed as fulfilling one (1) year of Full-time required service.

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

If the District and the Faculty Association agree in the future to eliminate health benefit coverage for active staff, this retiree right will be preserved for unit members hired before April 1, 1986.

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

**20B.3 Length Of Benefit**

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

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

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

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

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

**20B.5 District Coverage Limits**

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

**a. Notice of Intent to Retire**

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

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

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

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

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

**c. Additional Plan Options**

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

**20B.6 Changing Insurance Plans**

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

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

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

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

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

#### **20B.9 Effect Of Pre-Retirement Reduction Of Annual Workload**

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

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

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

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

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

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

- (1) This option may be elected solely at the discretion of the retiree. It is available to all eligible current and former retirees any time they permanently move outside the U.S. where no current District retiree medical coverage exists;
- (2) The retiree must state in writing to the District that permanent residence is being taken outside the country at least sixty (60) days before the move occurs;
- (3) It is the retiree's sole responsibility to arrange for a personal (plus spouse or approved domestic partner) medical coverage policy with a foreign carrier. The District is not required to help in this search and is not responsible for the performance of the policy selected by the retiree;
- (4) A contract for the medical coverage must be sent to the District before any payments for the coverage are made. The contract must state the monthly premium rate for a period of one (1) Fiscal Year; and
- (5) The policy and payment method must be constructed in a way that prevents the District from incurring any tax liability [Internal Revenue Service (IRS) or otherwise]. IRS regulations preclude payment being made to the retiree. Payment must be made directly to the medical carrier.

**b. District Responsibility:**

- (1) The District will pay to the retiree's foreign medical carrier a monthly amount up to the maximum monthly amount that is paid to a carrier for working members of the bargaining unit at the time the coverage is initiated; and
- (2) If the cost of the foreign medical coverage contract is not stated in U.S. currency, the monthly premium to be paid by the District shall be calculated based upon the foreign exchange rate on the day of receipt of the contract at the District Office. This fixed monthly payment shall be made by check directly to the foreign policy carrier on a monthly or quarterly basis (at the District's discretion) in U.S. funds and will not change for the duration of the one (1) Fiscal Year contract.

**c. Retiree's Responsibility:**

- (1) The retiree will be responsible for any exchange rate fluctuations and will have to personally pay the difference between the exchanged funds received by the foreign carrier from the District and the cost of the policy;
- (2) The retiree must notify the District in writing each calendar quarter that he/she is in need of continuing medical coverage. Failure to provide this notification will cause the District to withhold payment to the foreign policy carrier until said notice is received;
- (3) If the retiree wishes to change to a different foreign medical carrier, all the requirements and conditions noted above in [Article 20B.11 a-c.](#) must be satisfied under the new coverage policy before the change can occur. Changes can only be made during open enrollment periods or when the existing policy is no longer available;
- (4) If the retiree wishes to return to the U.S. as a permanent resident, written notice of such intent must be received by the District. The retiree will be allowed back into the plan within thirty-one (31) days of losing his/her other coverage and choose among policies available to retirees under the conditions of the current Contract with the bargaining unit; and
- (5) Unit members employed on or after April 1, 1986 will not be eligible for coverage as set forth in this Article.

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

[See Appendix:](#)

Retiree Medical Benefits: Letter From Charlotte Lofft,

Retiree Medical Benefits: Letter From Susan Cota.

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

## **20C.1 Definition Of Retired Employee**

A “retired” employee shall be defined as one who has retired from District service and who is eligible for, or is receiving a retirement allowance from the California State Teachers’ Retirement System (CalSTRS) or the California Public Employees’ Retirement System (CalPERS). This means that to be a “retired” employee from the District, and eligible for District retiree benefits as set forth in this Agreement, a unit member does not have to be retired from either the California State Teachers’ Retirement System (CalSTRS) or the California Public Employees’ Retirement System (CalPERS).

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

Effective January 1, 1998, all eligible unit members employed on or after April 1, 1986, shall be able to participate in District group medical retirement benefits under the conditions stated in Articles [20C.3](#) - [20C.9](#), and [20C.11](#) below, subject to the following understanding:

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

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

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

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

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

Both the District and the Faculty Association recognize that carriers, plans, and coverage available to retirees may change in the future. Retirees will be allowed to continue enrollment in District plans that are available to active employees at any time in future years, subject to any restrictions imposed as stated in Article 20C.2a above. It is understood that if in some future Fiscal Year any of the current carriers are changed, the District does not have an obligation to replicate the coverage provided by a lost carrier. Additionally, both parties understand that the District’s obligation does not include maintenance of a particular coverage that was available when the retiree left the District.

**c. Length of Service Requirement for Eligibility**

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

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

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

A District-approved Leave of Absence granted in a single Board of Trustees action to a maximum of two (2) Academic Semesters within the past five (5) years shall be computed as fulfilling one (1) year of Full-time required service.

**e. Preservation of Right**

It is understood that if the District and the Faculty Association agree in the future to drop medical benefits for active staff, this retiree right will be preserved for Faculty eligible for retiree coverage under [Article 20C](#).

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

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

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

**a. Limits on District Premium Payment**

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

**b. District Share of Premium**

The District contribution toward group medical coverage for the retiree and spouse or approved domestic partner, until the affected retiree or spouse or approved domestic partner reaches sixty-five (65) years of age or otherwise becomes eligible for Medicare coverage, shall be limited to a percentage of the maximum health benefits contribution to premiums as cited in Article 20C.3a above. This percentage is determined from the table shown below.

This table, based upon Years of Service in the District and age upon retirement, shows the percentage of the premium to be paid by the retiree. Beginning July 1, 2002, the retiree’s co-payment shall continue at this percentage level until the retiree reaches age sixty (60) or age of retirement, whichever is later, at which time the premium cost to employee shall freeze and remain at that maximum amount not to be increased. Any required co-payments must be made in advance to the District in order for coverage to continue.

**Schedule of Percentage Premium Contribution**

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

		10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
<b>Age</b>	55	X	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0
<b>When</b>	56	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0
<b>Retire-</b>	57	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0
<b>Ment</b>	58	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0
<b>Is</b>	59	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0
<b>Effective</b>	60	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0
	61	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0
	62	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0
	63	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0
	64	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0	0
	65	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

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

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

*Example:* An employee retires at age sixty (60) with twenty-three (23) Years of Service. The retiree's premium contribution for Health Maintenance Organization (HMO) level coverage is ten-percent (10%) of the cost of said coverage. This contribution continues until age sixty-five (65). At age sixty-five (65), the retiree must enroll in Medicare Parts A, B, and D and coverage shall be in accordance with Article 20C.4 below.

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

##### **Impact of Change in Federal Law**

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

##### **a. Requirement for Medicare Enrollment**

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

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

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

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

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

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

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

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

If the retiree or spouse or approved domestic partner enrolls in Medicare and the other is not yet eligible for Medicare, then the one who is not eligible can continue group coverage at the rates charged the retiree under [Article 20C.3b.](#) until the spouse or approved domestic partner reaches age sixty-five (65) or otherwise becomes eligible for Medicare coverage.

**20C.5 Length Of Benefit**

Continuation of Coverage

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

a. **Medicare Enrollment**

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

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

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

**20C.6 Out Of State/Local Area Health Maintenance Organization (HMO) Coverage For Eligible Retirees**

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

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

When two (2) District employees retire who are married to each other or domestic partners of each other, the District will pay the cost of only one (1) medical insurance plan, to continue during their lifetimes. Should one (1) or

both employees be required to contribute a share of premiums, this shall be the lesser of the two (2). If one (1) is deceased, then the spouse or approved domestic partner can continue the District insurance plan based on his/her own earned rights for insurance, or those earned rights of the deceased spouse or approved domestic partner, whichever are greater.

#### **20C.8 Payment Of Premiums For Eligible Dependents**

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

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

Medical insurance plans can be changed from one company to another by the retiree once each Fiscal Year during the annual open enrollment period established by the District. Changes between health carriers for retirees will be subject to the policies in effect at that time by the carriers providing medical coverage, see [Article 20C.2b](#). The parties agree to include selected out of District options.

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

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

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

#### **20C.11 Unit Members On Pre-Retirement Reduction Of Annual Workload**

See [Articles 20B.9](#) and [20C.2f](#).

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

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

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

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

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

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

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

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

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

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

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

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

## **20D.5 Definition Of Retired Employee**

A “retired” employee shall be defined as one who has retired from District service and who is eligible for, or is receiving a retirement allowance from the California State Teachers’ Retirement System (CalSTRS) or the California Public Employees’ Retirement System (CalPERS). This means that to be a “retired” employee from the District, and eligible for District retiree benefits as set forth in this Agreement, a unit member does not have to be retired from either the California State Teachers’ Retirement System (CalSTRS) or the California Public Employees’ Retirement System (CalPERS).

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

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

The District will continue to pay the cost of a District group medical insurance plan for each unit member and spouse or approved domestic partner following retirement of the unit member from District service due to disability, provided that the employee has attained the age of fifty (50) years and has rendered ten (10) years’ Full-time Service to the District at the age of retirement, including the five (5) years immediately preceding retirement. A District approved Leave of Absence granted in a single Board of Trustees action to a maximum of two Academic Semesters within the past five (5) years shall be computed as fulfilling one (1) year of Full-time required service.

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

A “disability retired” unit member shall be defined as one (1) who has involuntarily retired from service and from the District due to disability and who is receiving a disability retirement allowance from the California State Teachers’ Retirement System (CalSTRS) or the California Public Employees’ Retirement System (CalPERS).

### **20E.3 Term**

A disability retiree who meets the minimum service requirements of ten (10) years’ Full-time Service, including the five (5) years immediately preceding retirement, but who has not attained the age of fifty (50) years at the time of retirement, may continue to receive medical insurance coverage from the District if the unit member chooses to continue coverage and agrees to pay quarterly the full premium due to the District in one (1) advance quarterly payment.

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

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

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

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

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

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

The District medical plans will be limited to the coverage provided for active staff or to the premiums which will replace or supplement Medicare, for disability retirees at the time the disability retiree becomes Medicare-eligible. Disability retirees eligible for Medicare must enroll in all parts for which they are eligible.

The requirements cited in [Article 20B.5](#) apply to unit members who were employed on or before April 1, 1986 who are planning to take disability retirement. The requirements cited in [Article 20C.4](#) apply to unit members who were employed on or after April 1, 1986 who are planning to take disability retirement.

Specific Medicare Regulations and protections apply to disability retirements, and a unit member who is retiring under the California State Teachers' Retirement System (CalSTRS) or the California Public Employees' Retirement System (CalPERS) disability provisions must consult the Social Security Administration for details.

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

#### **20F. Continuation Of Benefits Upon Death Of Unit Member**

Upon the death of a unit member, the District will provide continuation of the benefits as specified in [Article 20A.1](#) of this Article for eligible dependents through the end of the month following one hundred and twenty (120) calendar days from the date of death of the unit member. Upon the death of a unit member, the surviving spouse or approved domestic partner may continue, at his/her own expense, the District's benefit programs with advance payments as determined by the District, and accepted by the insurance carrier.

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

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

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

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

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

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

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

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

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

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

**20L. 403b and 457 Pre-Tax Account Benefits**

(See [Article 21M.](#))

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# **ARTICLE 21**

## **SALARIES**

([See Appendix](#): Faculty Salary Schedule.)

### **21A. Salary Adjustment For Academic Years 2019-20, 2020-21, and 2021-22**

#### **21A.1 Academic Year 2019-20**

For Academic Year 2019-20, the Salary Schedule for Contract, Regular, and Temporary Leave Replacement (TLR) unit members shall reflect a five percent (5%) increase over the salaries in 2018-19, effective Fall Semester 2019. The adjustment shall be applied no later than December 31, 2019, retroactive to July 1, 2019 for Fall Semester compensation.

Retro payments for Full-time and Part-time Salary Schedule will be processed no later than February 2020. Part-Time and Overload Rates shall be as stipulated in [Article 21G](#).

#### **21A.2 Academic Year 2020-21**

For Academic Year 2020-21, the Salary Schedule for Contract, Regular, and Temporary Leave Replacement (TLR) unit members shall reflect a two percent (2%) increase over the salaries in 2019-20. The adjustment shall be effective July 1, 2020, and applied no later than December 31, 2020, retroactive to July 1, 2020. Part-Time and Overload Rates shall be as stipulated in Article 21G.

#### **21A.3 Academic Year 2021-22**

For Academic Year 2021-22, the Salary Schedule for Contract, Regular, and Temporary Leave Replacement (TLR) unit members shall reflect a two percent (2%) increase over the salaries in 2020-21. The adjustment shall be effective July 1, 2021, and applied no later than December 31, 2021, retroactive to July 1, 2021. Part-time and Overload Rates shall be as stipulated in [Article 21G](#).

For any increase over salary, bargaining unit employee must be employed by the District at the time that pay increases are actually paid in order to be eligible for the increase.

### **21B. Salary Adjustment For Academic Years 2022-23 And Beyond**

The District and Faculty Association shall meet and agree to improvements and wages for 2022-23 and any subsequent Academic Years within forty-five (45) days from when the Governor of the State of California signs the State Budget for the year in question. The District and Faculty Association acknowledge the need to make improvements that impact both Full-time and Part-time unit members.

## 21C. General Provisions Of The Faculty Salary Schedule

### 21C.1 Procedures

- a. **Full-time Unit Members.** Unit members with Contract, Regular or Temporary Leave Replacement (TLR) status employed with a one hundred percent (100%) contract shall be paid an annual salary based on education and experience as further defined below. Unit members with Contract, Regular or Temporary Leave Replacement (TLR) status employed for less than a one hundred percent (100%) contract shall be paid a proportionate annual salary.
- b. **Part-time Unit Members.** Part-time unit members shall be paid according to the Schedule of Part-Time Service Rates (Part B of the Faculty Salary Schedule) established in [Article 21G](#).
- c. **Substitute Rates Instructional Assignments.** Substitute service shall be paid at the instructor's prevailing instructional rate in accordance with [Article 21F](#).
- d. **Substitute Rate Non-Instructional Assignments.** Substitute service for non- instructional hours shall be paid at the unit member's prevailing non-instructional rate.
- e. **Coordinator, Alternate Duty and Special Assignment.** Coordinator, Alternate Duty, and Special Assignment work on a Part-time/Overload basis shall be paid by the hour or by Calculated A Hour (CAH) where applicable, as described in [Article 21F.4d](#), in accordance with the rates defined in [Article 21G.2](#).
- f. **Payment to Evaluate Part-time Faculty.** Full-time unit members may elect to evaluate Part-time unit members for pay. So long as such work is not performed in lieu of serving on a standing committee for the Semester, in accordance with [Article 10D.3d](#). Such evaluation, consisting of observation of instruction (or Counseling Faculty or Library Faculty, or Special Assignment Faculty duties), plus the completion of the observation and student response forms as required, and conference with the Part-time unit member, shall be compensated at:
  - Evaluations done in Fall 2019 Semester will be paid at the old rate (one hundred thirty-five dollars (\$135), unless the class is an online class, in which case the pay is two hundred and twenty-five dollars (\$225).
  - Effective Spring 2020 Semester, all evaluations of Part-time Faculty will be compensated at a rate of three (3) "F" Hours.

### 21C.2 Column Definition For Placement On The Full-Time Faculty 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 Leave Replacement (TLR) status shall be paid an annual salary based on education and experience as further defined below.
2. Column Definition
  - II. A) Bachelor's Degree, or
    - \*\* B) Bachelor's Degree plus two (2) years' experience in occupation\*\*\*  
or
    - \*\* C) Associate's Degree [or sixty (60) Semester Units] plus six (6) years' experience in occupation\*\*\*
  - III. A) Master's Degree, or
    - \*\* B) Bachelor's Degree plus four (4) years' experience in occupation\*\*\*  
or
    - \*\* C) Associate's Degree plus eight (8) years' experience in occupation\*\*\*
  - IV. A1) Master's Degree with sixty (60) Upper Division or Graduate Semester Units beyond those normally required for the Bachelor's Degree, or  
A2) Master's Degree plus thirty (30) additional Graduate Semester Units subsequent to the date of the Master's Degree, or
    - \*\* B) Bachelor's Degree plus six (6) years' experience in occupation\*\*\*  
or
    - \*\* C) Master's Degree plus two (2) years' experience in occupation\*\*\*
  - V. A) Doctorate (The term "Doctorate" refers to a degree earned in an accredited university in the United States. Examples of such degrees are: Ph.D., Ed.D., M.D., D.D.S., J.D. Degrees earned in universities outside the United States may be considered for this classification if such degrees are found by a competent authority recognized by the University of California (or the State Department of Education) to be equivalent to the Doctorate earned in the United States),
    - \*\* Categories "B" and "C" apply to Faculty in technical-vocational subjects. Experience in the occupation substitutes for education.
    - \*\*\*Not counted as experience in Step placement on Salary Schedule.

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

*Reference:* Column Definition: [Article 21C](#).

## **21D. Placement On The Full-Time Faculty Salary Schedule For New Contract Or Temporary Leave Replacement (TLR) Faculty**

Newly hired Contract or Temporary Leave Replacement (TLR) unit members shall receive the information below in Article 21D.1 with their offer of employment. Credit for previous experience shall, for placement purposes, be granted within one hundred and twenty (120) calendar days from the date of hire, as determined by the Chancellor or Vice Chancellor of Human Resources as follows:

### **21D.1-1 Initial Placement**

(See [Appendix](#): Verification of Work Experience for Full-time and Part-time Faculty; and [Article 21H.3](#).)

Step credit shall be applied on the following basis:

- a. Entering unit members may be placed as high as Step Seven (7) on the Full-time Faculty Salary Schedule;
- b. Full-time Instructional, Counseling, Library or Special Assignments Faculty experience in an accredited school (K-12) or college, including Temporary Leave Replacement (TLR) employment, shall be credited at the rate of one (1) Step for each full year of experience;
- c. Part-time Instructional, Counseling, Library or Special Assignments Faculty experience in an accredited school (K-12) or college, including summer work, and verified long-term substitute service [defined as over fifty percent (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 twelve (12) month period 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 the entering unit member;
- 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.1-2 Verification Of Experience For New Full-Time Faculty**

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

- a. Within forty-five (45) days of Board approval of hire, the Office of Human Resources shall send the negotiated form to new Faculty member ([See Appendix: Verification of Work Experience.](#)) The form shall include Articles 21D.1-1, 21D.1-2, and 21D.2, and stipulate the timeline for verification documents to be submitted in order for the initial placement to be effective.
- b. Letters for this purpose must be on official letterhead or other documents signed by the appropriate authority of the verifying institution. Copies of employment contracts issued from the Office of Human Resources 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.

## **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 shall appeal that placement with or without the assistance of the Faculty Association, prior to the completion of the unit member's first twelve (12) months of Full-time Faculty Service in the District.
- b. A new Full-time unit member may file a challenge to his/her placement for the purposes of receiving retroactive pay to the date of hire. This challenge is subject to statutory guidelines and applicable timelines.

**Prospective pay:** If documentation submitted after this time results in a change of initial placement, the resulting change in the unit member's current placement shall be effective beginning with the unit member's next pay warrant.

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

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

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

### **21D.3 Placement Of Management Transfers**

#### **a. Faculty Who Became Managers and Transferred Back To Faculty**

These individuals, who were hired initially by the District to perform faculty tasks, shall retain their number of original placement years and number of accumulated years as a Faculty member. The number of years of working as a manager within the District shall be added to the number of years as a Faculty member for re-placement on the Faculty Salary Schedule for Contract, Regular and Temporary Leave Replacement (TLR) Faculty. These individuals also shall re-earn their prior highest placement Step earned on the Schedule of Part-Time 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 Leave Replacement (TLR) 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 Academic Year and/or Summer Session or Inter-session, shall be paid on the [Schedule of Part-time Service Rates](#) (Part B of the Faculty Salary Schedule). This provision shall be limited to the maximum number of steps on the Schedule of Part-time Service Rates, as determined by [Article 21G.1](#) of this Agreement.

For hourly and overload service:

- a. Placement of Contract unit members currently in their second (2nd) year of Full-time Service shall be no lower than Step 2 on the Schedule of Part-time Service Rates;
- b. Placement of Contract unit members currently in their third (3rd) year of Full-time Service shall be no lower than Step 3;
- c. Placement of Contract unit members currently in their fourth (4th) year of Full-time Service shall be no lower than Step 4;
- d. Placement of Regular and Emeritus Faculty members shall be no lower than Step 5.

## **21E. Step And Column Advancement On The Faculty 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 (2) regular semesters is required for Step Advancement.

**21E.2 Step Advancement Provision For Unpaid Leaves Of Absence For 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 Faculty Salary Schedule up to one (1) Academic Year. Application for this Leave of Absence must be made in advance to the Sabbatical Leave Committee. At the end of the Unpaid Leave of Absence, the unit member must submit a report to the Sabbatical Leave Committee verifying that the objectives of the Unpaid Leave of Absence were accomplished. The Sabbatical Leave Committee has the authority to determine if the Unpaid Leave of Absence objectives were accomplished before a Step Advancement shall occur. The Sabbatical Leave Report documents shall be forwarded by the Sabbatical Committee to the Office of Human Resources prior to Step Advancement.

**21E.3 Column Advancement**

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

**21F. Payment Of Salaries**

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

**21F.1 Faculty Hired Prior To 1991-92**

Returning Faculty hired prior to 1991-92 receives 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 Or Returning From An Unpaid Leave of Absence**

Beginning in 1991-92, new Faculty and Faculty returning from an Unpaid Leave of Absence 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 [Articles 20B.1-20B.7](#)) dies before retirement, his/her spouse may purchase medical benefits from the District at the prevailing group rate.
- b. **Other Employment Termination.** If employment is terminated by causes other than death, the unit member shall promptly repay the unearned portion of his/her salary to the District. The Payroll Office may withhold the unearned portion of such unit member's salary from any money which would otherwise be paid by the District to the unit member.
- c. **Repayment in Case of Overpayment.** If an overpayment of salary has occurred, the unit member shall be notified in writing before any attempt is made by the District to retrieve the overpayment via Payroll deductions. Said monthly payroll deductions shall not exceed 10% of the initial total debt unit member's regular salary, minus mandatory withholdings (Federal and state taxes, Medicare, union dues, etc.) unless the unit member authorizes a higher monthly amount.
- d. **Load Residuals on Termination of Employment** see [Article 10D.9](#). If there is a positive Load residual upon termination of employment, it will be compensated to the unit member. If there is a negative Load residual upon termination of employment, the unit member will reimburse the District. In each instance, the remuneration will be computed according to the prevailing Schedule of Part-time Faculty Service Rates, at the Calculated A Hour (CAH) rate indicated for instructional assignments, at the highest step shown that is not greater than the unit member's final step on the Full-time Faculty Salary Schedule. 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 Faculty And Overload Assignments

### a. Part-time and Overload Assignments Faculty.

Part-time and Contract, Regular and Temporary Leave Replacement (TLR) unit members teaching overload instructional assignments shall be paid by the course, except in accordance with paragraph (c) below. Assignments as a Counseling Faculty or Library Faculty, or for short-term or incidental Alternative Duty ("F" Hour) work, shall be paid by the hour.

### b. Pay-by-Course for Full-Term Assignments.

Pay for Full-term instructional assignments are computed in terms of the Load value of the assignment. For this provision,

$$\text{Pay} = (\text{Assignment Load Value in CAH}) \times (\text{Instructional CAH Rate})$$

The instructional Calculated A Hours (CAH) Rate is defined in [Article 21G.1](#).

### c. Pay for Partial Term Assignments.

This provision applies to unit members credited with performing less than one hundred percent (100%) of the duties associated with teaching a course on a Part-time or Overload basis, including but not limited to substitute service, or course sections to be shared between two (2) or more Faculty members (*i.e.*, team-taught courses), or courses in which a portion of the Calculated A Hour (CAH) value is applied to fulfill a Full-time unit member's annual Load obligation.

Whenever possible, the unit member will be paid a pro-rated share of the pay for the course defined in Section (b) above, commensurate to the proportion of the course taught by the unit member on a Part-time or Overload basis.

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

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

d. **Coordinator or Alternate Duty Assignments.**

Unit members performing coordinator or alternate duty assignments on a Part-time or Overload basis may be paid by the assignment in a manner similar to pay by the course as described above, if the assignment is for a Full Semester and/or can be expressed in terms of Calculated A Hour (CAH) value. In such case,

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

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

e. **Number of Payments.**

Service paid by the course for courses of semester length duration shall be made in five (5) 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 proportion of the assignment served.

f. **Reporting of Other Services.**

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

**21G. Compensation For Eligible Part-Time And Overload Service**

**21G.1 Schedule Of Part-Time Service Rates**

For Full-term instructional assignments paid in accordance with [Article 21F.4\(b\)](#):

$$\text{Instructional CAH Rate} = 72\% \text{ of Annual Salary} \div 30$$

The equivalent hourly rates shall be determined as follows:

a.  $\text{Lecture Hour Rate} = 72\% \text{ of Annual Salary} \div 525$

This rate applies to Faculty A Hours.

b. For Faculty Hour B.1, B.2, B.3 and B.4 (laboratory hours):

$$\text{Effective Hourly Rate} = (\text{Applicable Load Factor}) \times (\text{Lecture Hour Rate})$$

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

c. Non-Credit Hourly Rates:

Effective Spring Semester 2020, hourly compensation rates for Noncredit Instruction are as follows:

Faculty Hour G.1:	75% of Lecture Hour Rate above (Traditional Non-credit, or CDCP Lab)
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Faculty Hour G.2: Equivalent to the Lecture Hour Rate above  
(Lecture-equivalent hours in CDCP classes)

Faculty Hour H: 54% of Lecture Hour Rate above  
(Drop-in Tutorial hour)

- d. For Counseling Faculty Hour D:  
Effective Hourly Rate = 76.5% of Annual Salary ÷ 875  
**Note:** It is understood that the above formula is equivalent to 91.8% of Annual Salary ÷ 1050.
- e. For Library Faculty Hour E (“E” Hour): the Hourly Rate for “E” Hours shall be the same as that for “D” Hours (Counseling Faculty).
- f. Office Hour Rate = “F” hour (Hourly Rate) effective Spring Semester 2020.
- g. It is agreed that if the State of California’s Part-time Faculty allocation is increased such that the District receives annual funding beyond the current level the distribution of such monies shall be negotiated.

#### **21G.2 Pay Rates For Part-Time/Overload Coordinator, Special Assignments Or Alternate Duty**

- a. Compensation for coordinator or alternate duty or special assignment work (“F” Hour Assignments) on a Part-time/hourly basis shall reflect the salary increase for Academic Years 19-20, 20-21, and 21-22 in [Article 21A](#), for this contract period only.

For Academic Year 2019-20: \$2,155.65 per CAH or \$49.27 per hour.

For Academic Year 2020-21: \$2,198.76 per CAH or \$50.26 per hour.

For Academic Year 2021-22: \$2,242.74 per CAH or \$51.26 per hour.

- b. Part-time Faculty performing approved incidental hourly work (e.g., program or professional development, attending meetings, etc.) shall be paid at the hourly rate as defined above. [See Appendix](#): Service Report: Academic Non-Instruction/Special Assignment.

#### **21H. Initial Placement On The Schedule Of Part-Time Service Rates For Part-Time Faculty**

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

[See Appendix](#): Verification of Work Experience.

- a. Entering Part-time Faculty may be placed as high as Step 4 on the Schedule of Part-time Service Rates (Part B of the Faculty Salary Schedule). Initial Step placement shall be effective for their initial Term of Service, whether it be Summer Session, Spring Semester or Fall Semester.
- b. Full-time Instructional Faculty, Counseling Faculty, Library Faculty or Special Assignment Faculty experience in an accredited school (K-12) or college including Temporary Leave Replacement (TLR) work, shall be credited at the rate of one (1) Step for each year of experience.

- c. Part-time Instructional Faculty, Counseling Faculty, Library Faculty or Special Assignment Faculty experience in an accredited school (K-12) or college, including Summer Session work, and verified long-term substitute service (defined as over fifty percent [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) Calendar 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 Part-time unit member at Step 1, 2, or 3 on the Schedule of Part-time Service Rates may request a recalculation of initial Step placement, if experience attained subsequent to date of hire (including service both within and outside the District) results in a higher Step placement, as calculated in accordance with Article 21H.1 above, than would be afforded by normal advancement according to [Article 21I.1](#). Within forty-five (45) days of the beginning of the semester in which such a revised placement would take effect, the unit member must submit a request in writing to the Office of Human Resources that details the request. The unit member must also submit verification, consistent with Article 21H.3b., below, of any relevant experience outside the District that was gained subsequent to his/her current initial Step placement.

### **21H.3 Verification Of Experience**

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

- a. Within forty-five (45) days of Board approval of hire, the Office of Human Resources shall send the negotiated form to new Faculty member ([See Appendix: Verification of Work Experience.](#)) The form shall include Articles 21H.1, 21H.2 above, and 21H.3, and stipulate the timeline for verification documents to be submitted in order for the initial placement to be effective. This includes retroactive placement for Fall, Spring, or Summer Term of initial service.
- b. Letters for this purpose must be on official letterhead or other documents signed by the appropriate authority of the verifying institution. Copies of employment contracts issued from the Office of Human Resources 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 Section “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 unit member who believes he or she has been improperly placed may appeal that placement via the Faculty Association.

## **21I. Step Advancement On The Schedule Of Part-Time Service Rates Schedule**

### **21I.1 Normal Step Advancement**

After initial placement on the Schedule of Part-time Service Rates is established, the next Step, and all subsequent Steps, shall be earned by aggregating at least eighteen (18) Faculty Calculated A Hours (CAHs) equivalents of Full-time Equivalent Load at the current Step (refer to Part B: Schedule of Part-time Service Rates for maximum step). This Load will carry over from Term-to-Term (Fall Semester, Inter-session, Spring Semester, Summer Session) until eighteen (18) Equivalent Faculty Calculated A Hours (CAHs) are achieved. Step advancement shall be effective the Academic Term (Fall Semester, Inter-session, Spring Semester or Summer Session) immediately following the Academic Term in which an aggregated total of eighteen (18) Faculty Calculated A Hours (CAH equivalents) is earned; any residual overage of Load (or hours) above the aggregated eighteen (18) Faculty Calculated A Hours (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 (12) month period comprised of the four (4) Academic Terms, including Inter-session. 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 three (3) 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 eighteen (18) Faculty Calculated A Hour (CAH equivalents) shall determine eligibility for advancement.

- a. For Counseling Faculty, Library Faculty and Special Assignment Faculty, all hours earned up until the last work day immediately prior to a new Academic Term will count for aggregating hours toward achieving Step advancement.

For non-instructional hours, eighteen (18) Faculty Calculated A Hours (CAHs) is equivalent to the following: 525 (five hundred twenty-five) cumulated Counseling Faculty hours; or 630 (six hundred thirty) cumulated Library Faculty hours; or 682 (six hundred eighty-two) cumulated Special Assignment Faculty hours. If hour types commingle, eligibility for Step advancement shall be computed in terms of Calculated A Hour (CAH), based on the hour definitions specified in [Article 10D.12](#).

- b. For laboratory assignments equivalent to seventy-five (75%) of a Calculated A Hour (CAH), four hundred and twenty (420) hours equals eighteen (18) Calculated A Hours (CAHs).

### **211.2 Application Of Long-Term Substitute Service For Step Advancement**

Substitute service shall be included in the foregoing if the Part-time 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 Calculated A Hour (CAH) value. Placement on the higher Steps of the Schedule is understood to provide no expectation of tenure or permanence of employment.

### **211.3 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 Calculated A Hour (CAH) units designated for Workload Banking, shall not count for Step credit for advancement on the Schedule of Part-time Service Rates. Notwithstanding, any Calculated A Hour (CAH) overage paid out to a Full-time unit member on the basis of his/her current Step on the Schedule of Part-time Service Rates shall count for Step credit at the time it is paid.

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

### **21J.1 Provisions For Coaches In Intercollegiate Athletics**

**Load Credit for Instructional Assignments:** Head Coaches in Intercollegiate Athletics shall receive instructional Load credit of 7.5 (seven and a half) Calculated A Hours (CAH) for the assignment, commensurate with service as Instructor of Record for an intercollegiate athletics class which generates apportionment based on ten (10) weekly scheduled contact hours over a 17.5 (seventeen and a half) week semester [or otherwise a season lasting 17.5 (seventeen and a half) weeks].

Associate Head Coaches in the sports of Football, Baseball and Track shall receive 5.0 Calculated A Hour (CAH) Instructional Load. The exception for this provision is the Head Coach for Diving, which shall be compensated as an assistant coach. It is understood that Part-time unit members who serve as Head Coach or Associate Head Coach shall be compensated for the instructional Load credit described above, in accordance with Schedule of Part-time Service Rates.

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

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

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

- b. **Inapplicability of [Article 10C.3](#):** The District and Faculty Association agree that [Article 10C.3](#), regarding the opening of Alternate Duty assignments to other interested unit members, shall not apply to intercollegiate coaching assignments.
- c. **Items Requiring Subsequent Negotiation:** In the event that a college elects to add an Athletic Program, or to make significant changes to an existing program (*e.g.* consolidation or de-consolidation), the District and Faculty Association shall negotiate impact effects to the provisions herein.

## **21J.2 Extra Hours Compensation for Forensics, Newspaper, Performing Arts, Music and Theater**

Faculty members may receive instructional Load credit for the courses associated with the programs listed below. In addition, the areas as defined below shall receive minimum Alternative Duty “F” Hour Load credit for activities outside of the core functions described in Article 10C.4. In the case of Performing Arts, Music and Theater the allocation shall be determined by the appropriate Administrator.

Effective Fall 2020 Forensics: no less than 8 (eight) CAH per college annually. If an Assistant Coach is assigned, it will carry an additional 2.5 (two and a half) CAH.

Effective Fall 2020 Newspaper: no less than 4 (four) CAH per college annually.

Effective Fall 2019 Performing Arts, Music and Theater: no less than 15 (fifteen) CAH per college annually, to be divided at each college as recommended by affected unit members, and approved by the appropriate Administrator.

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

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

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

See [Article 17](#).

### **21L.1 Pay For Part-Time Faculty To Participate In New Faculty Orientation**

Part-time Faculty shall be paid for up to two (2) hours of participation in orientation as new Faculty regardless of whether this orientation is face-to-face or online. See [Article 18U](#).

## **21M. 403b and 457 Pre-Tax Account Benefits**

Full-time and Part-time unit members may voluntarily participate in 403b and/or 457 accounts on a pre-tax basis per the Federal Internal Revenue Service (IRS) and the California Franchise Tax Regulations. These voluntary retirement accounts are funded by employee deductions. If you have any questions on how to set up this pre-tax account or need additional information, contact the Payroll Office for specifics.

# **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 Faculty Association and the District shall utilize the “Minimum Qualifications for Faculty and Administrators in California Community Colleges” document as adopted by the Board of Governors of the California Community Colleges and posted on the California Community College State Chancellor’s website.

Faculty Service Areas (FSAs) are assigned on the basis of competency. All Contract or Regular unit members, including all Full-time Faculty and educational Administrators with retreat rights, who are competent and eligible to qualify for an FSA in which the unit member has met both minimum qualifications and District competency standards set forth below are assigned FSAs. (Education Code Section 87743.3.)

Once a minimum qualification (MQ) or Faculty Service Areas (FSA) is earned, it is valid for life, and cannot be lost by (1) resignation and subsequent rehire within ten [10] Calendar Years; (2) loss of employment due to layoff or non-rehire, and then subsequent re-hire within ten [10] Calendar Years; (3) service as an Administrator and subsequent “retreat” to the Faculty; or (4) changes to the minimum qualification or FSA requirements while an active employee.

#### **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 Faculty Service Area (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 or service field; or
- b. Possess a Subject Matter Area Credential, i.e., is eligible to teach or serve in those Primary Disciplines listed on the Credential or in the current “Minimum Qualifications for Faculty and Administrators in California Community Colleges” version or subsequent revisions and any certificate or license required in the discipline; or
- c. Possess the Minimum Qualifications for a discipline as outlined in the current “Minimum Qualifications for Faculty and Administrators in California Community Colleges” version or subsequent revisions 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 [State Chancellor's Office Minimum Qualifications for Faculty and Administrators in California Community Colleges](#); and, see Administrative Procedure 7211: Faculty Service Areas (FSAs), Minimum Qualifications and Equivalencies; [See Appendix](#): Application for Equivalency and Equivalency Approval Form; or

- d. [To receive an additional Faculty Service Area (FSA)], the unit member with a Master's degree must have completed the equivalent of twenty-four (24) semester units in the additional discipline, of which twelve (12) semester units must be upper division or graduate level; or
- e. (For Counseling or Library Faculty), have performed in the District the duties at least twenty percent (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 current "Minimum Qualifications for Faculty and Administrators in California Community Colleges" version or subsequent revisions.

## **22B. Cross-Listed Courses**

A unit member who is eligible to teach a course that is cross-listed in different disciplines may teach that course in either discipline.

## **22C. Initial Assignment Of Faculty Hired After Adoption Of Policy**

### **22C.1 Initial Procedure**

A 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 Faculty Service Area (FSA) documents.

The Office of Academic Services will assign Faculty Services Areas (FSAs) for that portion of an assignment outside Student Services.

Upon request, the Faculty Association shall be given a list of every Faculty Service Area (FSA) assigned to every Full-time unit member.

## **22C.2 Verification Of Qualifications**

The Office of Academic Services or Office of Student Services verifies academic and professional qualifications and assigns Faculty Services Areas (FSAs) subject to the appeals process outlined in [Section 22E](#) below.

## **22D. Annual Application Process**

### **22D.1 Application Schedule**

[See Appendix](#): Faculty Service Areas: Record Form.

The opportunity for unit members and educational Administrators to apply for initial or additional Faculty Service Areas (FSAs) shall occur annually.

### **22D.2 Information For Application**

On implementation of this Article, representatives of the Academic Senate, Office of Academic Services, and Office of Student Services will provide assistance to all divisions for the purpose of providing information to unit members on the Faculty Service Area (FSA) application process.

### **22D.3 Assistance In Application**

The Faculty Association and Academic Senate will, in consultation with management, design forms that lead each unit member through the process of self-identifying appropriate Faculty Service Areas (FSAs). [See Appendix](#): Faculty Service Areas: Record Form.

### **22D.4 Submission Of Application**

Applications shall be submitted on forms approved by the Office of Academic Services and Office of Student Services. [See Appendix](#): Faculty Service Areas: Record Form.

### **22D.5 Application Deadline**

All applications for a new or additional Faculty Service Area (FSA) must be submitted to and received by the Office of Academic Services or the Office of Student Services on or before February 15 (Education Code 87743.3).

A Faculty applicant under this Article must be a member of the bargaining unit when the application is made or an educational Administrator with retreat rights, or a unit member in layoff status with rehire rights under the Education Code or this Agreement.

### **22D.6 Academic Credential Verifications**

It will be the responsibility of Office of Academic Services and/or Office of Student Services, as appropriate, to verify academic credentials and claims for Faculty Service Area (FSA) eligibility. The Office of Academic Services and/or Office of Student Services shall issue its decision on any application by March 15.

## **22D.7 Filing Of Approved Applications**

Approved Faculty Service Area (FSA) assignments will be forwarded to the applicant's Personnel File, see [Article 16-1](#).

## **22D.8 Denial Of Application**

Failure of a unit member to have demonstrated competency in accordance with minimum qualifications and competency standards outlined in [Article 22A.2](#) above shall constitute a basis for denial of the unit member's application.

## **22D.9 Notice Of Denial**

Denials of Faculty Service Area (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](#): Faculty Service Areas: Approval/Denial Form.

## **22E. Appeal Process**

### **22E.1 Appeal To District Equivalency Committee (DEC)**

See [Administrative Procedure 7211](#): Faculty Service Areas (FSAs), Minimum Qualifications and Equivalencies.

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 alleged misapplications, misinterpretations and/or violations.

### **22E.2 Members Of District Equivalency Committee (DEC)**

The District Equivalency Committee (DEC) consists of four (4) individuals: two (2) Administrators (one from each college where each one is selected by the College President at the respective college), and two (2) Faculty members (one from each college; one selected by the Faculty Association and one selected by the Academic Senate) for a two (2) year term which can be renewed. It is understood that the two (2) Faculty appointees shall concurrently represent each college in the following manner: if the Academic Senate appoints its member from one college then the Faculty Association shall appoint its member from the other college. This Committee will meet for each Equivalency as needed. The majority will decide the vote.

If there is a two-two (2-2) tie on granting the Equivalency, then two (2) Faculty members (one from each college) within the applicant's discipline or related discipline will review the Equivalency request. These two (2) Faculty members (one from each college) shall be selected in the following manner: One shall be appointed by the Academic Senate and one appointed by the Faculty Association. If these two (2) individuals vote two to zero (2-0) in favor, then the Equivalency shall be granted. If the vote is two to zero (2-0) against, then the Equivalency shall be denied. If there is a tie vote, then the Equivalency shall be denied.

A person who had an Equivalency denied can reapply after one (1) year if he/she has changes in documentation.

Other than described above, no unit member with a potential FSA or Equivalency in the discipline which is the subject of the application shall serve in the Appeal's process. See [Administrative Procedure 7211](#): Faculty Service Areas (FSAs), Minimum Qualifications and Equivalencies.

The Committee shall appoint a chairperson who shall communicate the final outcome of the process to the applicant. The applicant shall only be entitled to know the decision.

### **22E.3 Role Of The Faculty Association**

The Faculty Association is entitled to represent the interests of the unit member(s) denied a Faculty Service Area (FSA).

### **22E.4 Appeal Timeline**

Unit members denied a Faculty Service Area (FSA) shall be informed by both Regular and Certified U.S. Mail, return receipt requested. Any appeal must be filed with the District Equivalency Committee (DEC) within fourteen (14) days of receipt of the notification.

### **22E.5 Documentation**

Applicants are responsible for providing needed documentation. The applicant, Faculty Association, and District shall cooperate in providing records pertinent to an application.

### **22E.6 Responsibility Of District Equivalency Committee (DEC)**

The 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 District Equivalency Committee (DEC) shall issue its decision as a recommendation to the Vice President, Academic Services or the Vice President, Student Services within fourteen (14) 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 District Equivalency Committee (DEC) are subject to further appeal pursuant to the grievance procedure set forth in this 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 fourteen (14) days after the decision is served by the District Equivalency Committee (DEC). The DEC shall cause its decision to be served personally or by Certified U.S. Mail, return receipt requested.

Hereinafter, the grievance shall follow steps as outlined in this Agreement.

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# **ARTICLE 23**

## **ACADEMIC FREEDOM**

### **23A. Essential Academic Freedom Rights**

The District and Faculty are dedicated to maintaining a climate of Freedom of Expression and Academic Freedom, which encourages the sharing and cultivation of a wide variety of viewpoints. Freedom of Expression and Academic Freedom support the parties' shared belief in inquiry, informed debate, and the search for truth.

#### **23A.1 Accreditation**

No work related to fulfilling the accreditation requirements of the institution shall impinge upon a unit member's individual Academic Freedom or Free Speech Rights.

### **23B. 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:

#### **23B.1 General Operating Parameters**

##### **a. Restrictions**

District email or computer services may not be used for any unlawful activities, commercial purposes not under the auspices of the District, or for personal financial gain. This restriction does not include the following:

- (1) Communications announcing or describing a unit member's publications, presentations or other activities in his/her fields of study, so long as he/she does not solicit sales or violate any applicable conflicts of interest laws;
- (2) Communications announcing nonprofit fundraising activities so long as they are occasional and non-disruptive of the work environment; and
- (3) *De minimis* communications related to outside commercial activities, so long as they are occasional, non-disruptive, and do not violate any applicable conflicts of interest laws.

**b. Intellectual Property**

Faculty intellectual property rights are contained in [Article 27](#).

**c. Copyright Observance**

Computer software that is protected by copyright is not to be copied from, into, or through the use of 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**

The 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 [Article 23B.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 an Academic Senator may be subject to disclosure under the California Public Records Act, and that might include information included within or attached to email.

**23B.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. **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 Association 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 Article 23B.2b., "Restrictions," 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 the context that the user is not representing the District. An example of an appropriate disclaimer is, “These statements are my own, and not those of the Chabot-Las Positas Community College District.”

**23B.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.

**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.

**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.

**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.

b. **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, who 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 (2) work days of obtaining access.

**c. 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.

**d. Timeline**

Monitoring shall be limited to the least amount of time necessary to resolve the situation.

**e. Routine Maintenance Disclaimer**

Users should be aware that during the performance of their duties, Information Technology Services (ITS) 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.

**23C. Academic Freedom Statement**

[See Appendix](#): Academic Freedom Statement.

**23D. Faculty Free Speech**

**23D.1 General Principles Of Free Speech**

Faculty are entitled to Free Speech protections both in the performance of their professional duties and as private citizens.

As private citizens, outside the performance of their employment duties, the District's Faculty shall enjoy the same Constitutional protection and access to District forums as nonemployees exercising their Free Speech rights on District property.

Employment by the District does not in any way restrict or limit the Federal First Amendment and California Constitutional right to Freedom of Expression and political activity that Faculty enjoy as members of their communities during non- work time. Faculty understand that the degree of Constitutional protection afforded such speech may depend on the forum in which the speech occurs. As such, when speaking as private citizens, Faculty enjoy the same rights and are subject to the same narrowly tailored, content-neutral time, place and manner restrictions, designed to serve a significant public interest, as other members of the community.

In the performance of their duties, Faculty have the right to speak and write free from viewpoint censorship and shall be afforded the Academic Freedom protections, and uphold the Academic Freedom responsibilities, designed to serve a significant public interest, as other members of the community.

In the performance of their duties, Faculty have the right to speak and write free from viewpoint censorship and shall be afforded the Academic Freedom protections, and uphold the Academic Freedom responsibilities, as set forth in Article 23C above and the [Appendix](#) thereto. As such, the District shall not place any viewpoint-based restrictions on Faculty speech.

Faculty shall not be restricted in:

- a. displaying buttons, clothing, insignias or symbols which convey expressive speech, provided such speech is not obscene or defamatory according to current legal standards;
- b. displaying posters, photographs, art, comics, or similar material in their offices or private work space, immediately outside their offices or work space, on the outside of their office doors or windows, provided such displays are not obscene or libelous according to current legal standards; violate State or Federal law; or state or imply that the display expresses the views of the District;
- c. their speech and associational rights as provided under the California Educational Employment Relations Act (EERA). EERA Deferral shall be reserved for specific contract disputes, and not this or other general statements of EERA rights in the contract.

### **23D.2 Limitations On Faculty Speech Made In The Performance Of Duties**

The performance of duties, as used in this Article, includes those duties and responsibilities as set forth in [Article 10](#) of this Agreement.

It is the policy of the District to maximize the opportunity for free discussion and expression while minimizing the potential for substantial disruption of classroom and college/district/campus activities or operations, and interference with the ability of students to obtain an education.

Faculty speech on District property shall be prohibited that is defamatory or obscene according to current legal standards, or which advocates for the use of force or of law violation where such advocacy is directed to inciting or producing imminent lawless action and is likely to incite or produce such action, or which causes the substantial disruption of classroom or college/district/campus activities or operations.

Nothing in this Article shall prohibit the regulation of hate violence directed at District employees, members of the public, or students in a manner that denies their full participation in the educational process or of discrimination or harassment in violation of District policies or current legal standards, so long as the regulation conforms to the requirements of the First Amendment to the United States Constitution, and of Section 2 of Article 1 of the California Constitution.

### **23D.3 Faculty Use Of District Public Forums And Designated Public Forums**

When Faculty speak in the performance of their duties, regardless of the forum, they are entitled to the Constitutional right to be free from content-based retribution and censorship, as well as the rights afforded to Faculty under the principles of Academic Freedom as described in this Article and in the Academic Freedom Statement referenced in [Article 23C](#) above.

When, outside the performance of their employment duties, Faculty utilize District public and designated forums to engage in expressive activities they shall be entitled to the same freedoms, and be subject to the same reasonable time, place and manner restrictions, as other members of the public. Faculty members are free to speak or write publicly on any issue, as long as they do not state or imply they are speaking on behalf of the District.

These rights and restrictions shall include:

- a. A Faculty member in public and designated public forums, may distribute petitions, circulars, leaflets, newspapers and other printed material as long as it does not include expression which is obscene or libelous according to current legal standards or advocates for the use of force or of law violation where such advocacy is directed to inciting or producing imminent lawless action on District property and is likely to incite or produce such action, or the substantial disruption of classroom or college/district/campus activities or operations. The District assumes no responsibility for the accuracy of the material.
- b. Faculty using and/or distributing materials in District campus public forums or designated public forums shall not impede the progress of passersby, nor shall they force any passerby to take material.
- c. No Faculty member shall touch, strike or impede the progress of a passerby, except for incidental or accidental contact or contact initiated by a passerby.
- d. A Faculty member shall not use any means of amplification that creates noise or diversion that substantially disrupts classroom or college/district/campus activities or operations, the orderly conduct of the college/campus, district site, classes or operations.
- e. Regulation of time, place and manner of Faculty Free Speech activities consistent with this Article may be imposed for the purpose of preventing the substantial disruption of the orderly conduct of college classes, college/district/campus programs or services, classroom or college/district/campus activities or operations. Such regulation must be reasonable and not discriminate on the basis of the content of the speech. All restrictions shall be applied consistently to all Faculty. Time limits may be imposed when necessary to ensure all interested parties have equal access to use District public forums or designated public forums.

In applying Faculty speech rights in the District's public forums and designated forums, it is understood that these terms are used as follows:

(1) **District Grounds**

The grounds of the District, including sidewalks, streets, plazas, quadrangles, patios, knolls, lawns and similar or related open space of the District are public forums, available for the exercise of Academic Freedom and Free Expression, except as may be limited by narrowly tailored, content-neutral, time, place and manner restrictions designed to serve a significant public interest.

(2) **Administrative Offices**

Administrative offices are non-public forums subject to reasonable, viewpoint-neutral restrictions.

(3) **Classrooms**

While classrooms are intended for educational purposes, the District may designate a classroom as a designated public forum for a particular event or debate, with the classroom otherwise being a non-public forum.

(4) **Cafeterias**

District cafeterias are non-public forums, subject to reasonable time, place and manner rules, and to the other Faculty speech rights and responsibilities set forth in this Article.

(5) **Other District-Owned Property**

Other areas of the District which are enclosed, such as meeting rooms, auditoriums, and similar areas may be intentionally designated by the District as designated public forums, subject to content-neutral time, place and manner restrictions. Unless so designated, such areas are non-public forums.

The Forum designated of a classroom or other District-owned property in no way restricts, limits or alters Faculty Academic Freedom as provided by this Article or in the Academic Freedom Statements referenced in [Article 23C](#) above.

**23D.4 Reasonable Time, Place, And Manner Restrictions For Faculty For District Public Forums And Designated Public Forums**

- a. A Faculty member in public and designated public forums may distribute petitions, circulars, leaflets, newspapers and other printed material as long as it does not include expression which is obscene or libelous according to current legal standards or advocates for the use of force or of law violation where such advocacy is directed to inciting or producing imminent lawless action on District property and is likely to incite or produce such action, or the substantial disruption, classroom or college/district/campus activities or operations. The District assumes no responsibility for the accuracy of the material.
- b. Faculty using and/or distributing materials in District campus public forums or designated public forums shall not impede the progress of passersby, nor shall they force any passerby to take material.

- c. No Faculty member shall touch, strike or impede the progress of a passerby, except for incidental or accidental contact or contact initiated by a passerby.
- d. A Faculty member shall not use any means of amplification that creates noise or diversion that substantially disrupts classroom or college/district/campus activities or operations, or the orderly conduct of the college/campus, district site, classes or operations.
- e. Regulation of time, place and manner of Faculty Free Speech activities consistent with this Article may be imposed for the purpose of preventing the substantial disruption of classroom or college/district/campus activities or operations. Such regulation must be reasonable and not discriminate on the basis of the content of the speech. All restrictions shall be applied consistently to all Faculty. Time limits may be imposed when necessary to ensure all interested parties have equal access to use District public forums or designated public forums.

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# **ARTICLE 24**

## **DISCIPLINE**

### **24A. 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.

### **24B. 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 24B.

#### **24B.1 Progressive Discipline**

The District shall implement progressive discipline for those matters set forth in this Section 24B. 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.).

#### **24B.2 Causes For Discipline Under This Section**

Just cause is required for discipline under this Section 24B. Causes for the discipline under this Section 24B 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.

#### **24B.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 (see [Articles 16-1 to 16-3](#)) and to discipline in the form of suspension without pay.

#### **24B.4 Ninety (90) Day Notice**

The ninety (90) day notice period, and any other procedural requirements for discipline under the California Education Code, shall not be applicable to discipline under this Section 24B.

### **24C. 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.

**24D. Representation Notice**

If there is a reasonable expectation that a meeting between management and Faculty may lead to discipline, management shall notify the unit member in advance of this potential eventuality. The unit member 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 25**

### **EFFECTS OF CONTROLLED SUBSTANCE ABUSE**

#### **25A. Utilization Of Employee Assistance Program (EAP)**

Unit members who avail themselves of the services of the [Employee Assistance Program \(EAP\)](#) shall have the protections set forth below.

##### **25A.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 by the applicant, claim or policy, insofar as it may be necessary for the administration of the Employee Assistance Program (EAP) or upon an order of a court of competent jurisdiction.

- a. The EAP participation shall not be placed in the unit member's Personnel File (see [Articles 16-1 to 16-3](#)) 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.

##### **25A.2 Unit Member Participation In Employee Assistance Program (EAP) Is Voluntary**

##### **25A.3 Effect Of Disclosure Of Employee Assistance Program (EAP) Contact To District**

If the unit member's Employee Assistance Program (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 Americans With Disabilities Act (ADA) accommodations to his/her class schedule in order to attend medically prescribed treatment;
- d. The unit member shall be allowed to use available Paid and Unpaid Leave of Absence time, including Disability Leave of Absence, for extended medical treatment when necessary;

- e. The unit member shall not be barred from promotion or the granting of Leaves of Absence 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.

#### **25A.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 the Employee Assistance Program (EAP).

#### **25B. Mandatory Drug And Alcohol Testing Of Unit Members Driving District Vehicles**

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

##### **25B.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, see [Article 16-1](#).
- 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.

##### **25B.2 Notice Of Drug Or Alcohol Test**

The drug or alcohol 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.

##### **25B.3 Identification Of The Driver**

The drug or alcohol 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.

#### **25B.4 Right To Drug Or Alcohol 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.

#### **25B.5 Impact Of Positive Drug Or Alcohol 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 said 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 of Absence time, including Disability Leave of Absence, for extended medical treatment when necessary;
- f. The unit member/driver shall not be barred from promotion or the granting of Leaves of Absence 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 drug or alcohol test results by the District.

# **ARTICLE 26**

## **ENROLLMENT MANAGEMENT**

### **26A. Productivity Assessment**

There will be a District Enrollment Management Committee (DEMC), described in [Article 26C](#). The DEMC shall develop a common understanding of the issues, methods, and data to be utilized in order to set appropriate Weekly Student Contact Hour/Full-time Equivalent Faculty (WSCH/FTEF) targets for the colleges.

There will be a College Enrollment Management Committee (CEMC) at each college, described in [Article 26E](#). 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.

In addition, CEMC and DEMC will also analyze, provide input, and work collaboratively to design strategies and activities with the goal of optimizing revenue yields under the Student Centered Funding Formula (SCFF).

Each CEMC will receive five (5) Calculated A Hours (CAHs) reassign time (or equivalent stipend) per semester.

### **26B. Basic Principles**

The District and the Faculty Association agree that the following principles shall be the basis for productivity assessments in the District.

#### **26B.1 Academic Quality**

Improvements in the District's economic productivity must not be achieved at the cost of each college's academic quality.

#### **26B.2 Productivity Achievement**

Improvements in the District's economic productivity must be pursued and achieved by cooperation of managerial staff, classified professional staff, and Faculty staff equally.

#### **26B.3 Data Input**

Work of the DEMC and CEMC's shall be based upon accurate data pertinent to the issues being examined.

#### **26B.4 Productive Economic Effect**

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

#### **26B.5 Effect 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.

### **26C. District Enrollment Management Committee (DEMC)**

The DEMC shall be composed of four (4) representatives appointed by the Faculty Association, including a minimum of one (1) Faculty representative from each College Enrollment Management Committee (CEMC) described in [Article 26E](#) below, and four (4) representatives of the District appointed by the Chancellor, including each College President or their designee, and appropriate non-voting staff as necessary. The DEMC shall have appropriate support services and unimpeded access to all relevant data.

### **26D. Establishing District/College Weekly Student Contact Hour/Full-Time Equivalent Faculty (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 and the District about cost effective productivity innovations and procedures to be implemented in the future. The WSCH/FTEF goals for the colleges will be established by the DEMC for the upcoming year no later than last working day of November the previous Academic Year. If this date cannot be achieved, the parties will work on another mutually agreeable date.

### **26E. College Enrollment Management Committees (CEMCs)**

Each college will have a College Enrollment Management Committee (CEMC). The CEMCs shall be composed of four (4) representatives appointed by the Faculty Association and four (4) representatives appointed by the College President, as well as non-voting support staff as necessary. The CEMCs will be co-chaired by a Faculty member and one of the appointees of the College President. The CEMCs 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 CEMCs 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.

#### **26E.1 Establishing Discipline Performance Productivity Goals**

At the college level, the CEMC, through the leadership of the committee's chairs, 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 ARGOS report available. See [Article 1C.1r.](#) for ARGOS definition.

**26E.2 Factors Determining Weekly Student Contact Hour/Full-Time Equivalent Faculty (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, ARGOS reports, analysis of enrollment trends, comparison of WSCH/FTEF at other community college districts in the Bay Ten, etc.) to formulate the discipline's goals. See [Article 1C.1s.](#) for a listing of the Bay Ten Community College Districts; and, [Article 1C.1r.](#) for definition of ARGOS.)

**26E.3 Weekly Student Contact Hour/Full-Time Equivalent Faculty (WSCH/FTEF) Goal Adjustments**

Adjustments in the WSCH/FTEF 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 appropriate College Vice President shall set the discipline's goals.

**26E.4 Discipline Plan**

Each discipline, or grouping of disciplines, will work with the appropriate Administrator and the CEMC Committee Chairs to develop a Discipline Plan for achieving their recommended WSCH/FTEF goal to be submitted to the responsible College 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 Discipline 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 class scheduling. A discipline may consult with the CEMC at any time in this process.

**26E.5 Evaluation**

Each discipline's success in achieving its WSCH/FTEF goals will be evaluated by the responsible College 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 Discipline Plan for achieving the Discipline's WSCH/FTEF goals. The Discipline may consult with the CEMC at any time in this process.

#### **26E.6 Review Of Discipline Plan**

The appropriate Administrator will then review the new Discipline Plan. If the appropriate Administrator does not believe the Plan is workable or will cause an adverse impact on students, the appropriate Administrator, in consultation with the responsible College Vice President, may revise the Plan. In these cases, the appropriate Administrator will inform the Faculty and the CEMC why the Plan is being revised and will propose alternatives. The appropriate Administrator and the Discipline will make a concerted effort to write a Plan that is approved by the appropriate Administrator and CEMC Committee Chairs. The appropriate Administrator will ultimately approve or impose a Plan in consultation with the responsible College Vice President to meet the schedule deadline.

#### **26E.7 Counseling Division Discipline Plan**

The Counseling Division at each college, including the appropriate Administrator 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.

# **ARTICLE 27**

## **INTELLECTUAL PROPERTY**

### **Introduction**

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.

### **27A. Definitions**

#### **27A.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.

## **27A.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.

## **27B. 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 categories below.

### **27B.1 Ownership Rights Of Faculty**

- a. See [Article 10F.2](#) for Distance Education ownership rights.
- b. 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.
- c. 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.
- d. Ownership of copyrights or patents, including royalties derived from materials developed by unit members during their normal teaching, scholarly, Sabbatical Leave of Absence, Workload Banked Leave of Absence 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 appropriate College Vice President(s) or designee(s), 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 (3) persons, consisting of a representative selected by the appropriate College 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 (2), 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 (1) 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 Faculty Association shall have no jurisdiction over the case and no Duty of Fair Representation with respect to said action. A unit member electing these judicial remedies, by this 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.

## **27B.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) Calendar 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 (3) person panel described in Article 27B.1d.(2) above, and thereafter be pursued by the appropriate remedy as outlined above.

In any case, the District shall retain the nonexclusive, nontransferable, royalty free license to use the copyrighted or patented material which the District commissioned and funded.

# **ARTICLE 28**

## **RETRAINING LEAVE OF ABSENCE**

### **28A. Retraining Leave Of Absence**

#### **28A.1 Request For A Retraining Leave Of Absence**

A request for a Retraining Leave of Absence may be initiated by the unit member or management. If management initiates the Retraining Leave of Absence, the costs shall be absorbed by the District.

#### **28A.2 Eligibility**

Unit members must have been employed by the District as a Regular unit member for at least four (4) Academic Years prior to application for a Retraining Leave of Absence. Exceptions to this timeline will be granted by the Chancellor or designee. The purpose of the Retraining Leave of Absence is to enhance the effectiveness of the unit member's on the job performance and to broaden the unit member's individual scope of Faculty Service Areas (FSAs) in the event of a Reduction in Force. It is understood that a Retraining Leave of Absence 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.

#### **28A.3 Requirements**

Unit members receiving a Retraining Leave of Absence 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 serve.

#### **28A.4 Application**

Application for a Retraining Leave of Absence shall be on negotiated forms and must be reviewed by the appropriate Administrator and Vice President before filing with the appropriate College President by October 1 for a Spring Semester Leave of Absence and by April 1 for a Fall Semester Leave of Absence. ([See Appendix](#): Retraining Leave of Absence: 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 of Absence according to the criteria for acceptance of the Retraining Leave of Absence. The Chancellor shall have the final authority in distributing a Retraining Leave of Absence, but it is understood that a Retraining Leave of Absence shall be offered a unit member facing an immediate Reduction in Force if funding permits.

### **28A.5 Criteria For Acceptance Of Retraining Leave Of Absence 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 (4) consecutive semesters or less.

### **28A.6 Criteria For Granting A Retraining Leave Of Absence**

To receive the Retraining Leave of Absence, unit members must be accepted in an education/retraining program which will allow them to achieve the retraining objectives. Before the Retraining Leave of Absence begins, evidence of acceptance shall be submitted to the appropriate College President.

### **28A.7 Salary**

- a. Retraining Leave of Absence salary shall be based on one hundred percent (100%) of the approved Retraining Leave of Absence portion of the unit member's regular contract. It is understood that this salary shall be paid from Sabbatical Leave of Absence monies according to the terms set forth in [Article 12-1A.2](#). Overload service will be permitted based upon programmatic needs determined by the College President.
- b. While on Retraining Leave of Absence, the salary and benefits the unit member would have received if he/she had been in Regular Faculty service shall be the basis for computing his/her compensation. Salary and benefits for a Retraining Leave of Absence shall be paid in the same manner as that paid during Regular Faculty service.
- c. Retraining Leave of Absence shall count for full salary increments and health and welfare, Sick Leave, and retirement benefits. Credits earned while on a Retraining Leave of Absence shall count toward advancement on the [Faculty Salary Schedule](#) upon receipt of official verification from an accredited institution or approved training program.
- d. Retraining Leave of Absence shall not fund the cost of the unit member's retraining educational expenses (i.e. course tuition, books, etc.).

### **28A.8 Service Obligation**

Recipients shall contract to serve the District for a period of equal to twice the length of the Retraining Leave of Absence after completion of a Retraining Leave of Absence. In the event of failure to render such a period of service after return from a Retraining Leave of Absence, the unit member grantee shall indemnify the District against the loss by executing a contract with the District binding the unit member to return the Retraining Leave of Absence cost by a lump sum repayment. The repayment option shall be at the District's discretion. [See Appendix](#): Retraining Leave of Absence: Report Form.

### **28A.9 Illness, Injury, Death Of The Unit Member**

In the case of physician documented illness or injury of the unit member while on a Retraining Leave of Absence which prevents his/her completing the purpose of the Retraining Leave, the Retraining 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 Retraining Leave of Absence.

### **28A.10 Number Of Retraining Leaves Of Absence**

The District will provide an aggregate total of one (1) Full-time Equivalent Faculty (FTEF) Retraining Leave of Absence per Academic Year according to the Sabbatical Leave provisions in [Article 12-1A.2](#). It is understood that some individual Retraining Leaves of Absence may be provided for fractions of a full Academic Year's FTEF but that the total of all Retraining Leaves of Absence 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 of Absence, the District shall make every effort to assign the unit member to his or her new area of expertise.

### **28A.11 Retraining Leave Of Absence Report**

The unit member who received a Retraining Leave of Absence of any type or amount shall submit a follow-up Retraining Leave Report to the appropriate College President within sixty (60) days from returning to District service after completing the Retraining Leave of Absence. After reviewing the Retraining Leave of Absence Report of the unit member, the appropriate College President shall forward said Report to the Chancellor for Board of Trustees approval. Approval shall be granted or denied solely on the unit member's completion or failure to complete the objectives of the Retraining Leave of Absence 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 Retraining Leave of Absence 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 Retraining Leave of Absence 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 while on a Retraining Leave of Absence. The Sabbatical Leave fund shall be credited with any amount so recovered. [See Appendix](#): Retraining Leave of Absence: Report Form.

### **28A.12 Grievance**

Grievances pertaining to this Article shall be limited to procedural violations.

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# **ARTICLE 29**

## **PROFESSIONAL DEVELOPMENT**

### **29A. Professional Development**

The campus Professional Development Committees (PDC) shall determine the authorized uses of Professional Development funds according to their internal decision making processes.

#### **29A.1 Professional Development Committees (PDC)**

Each college shall have its own structure for establishing a Professional Development Committee (PDC). The Faculty Association may appoint a member to this Committee per Article 4J. The PDC reports to the College's Faculty Senate.

#### **29A.2 Reassign Time For Faculty Professional Development Committee (PDC) Members**

Reassign Time shall be granted to the PDC members according to the discretion of each college. [Article 10C.3](#) applies.

#### **29A.3 Flex Day Responsibilities Of The Professional Development Committee (PDC) Members**

The PDC on each campus shall create their campus Flex Day program for mandatory Flex periods. Working with the appropriate College President, the PDC shall review their unit member proposals and recommendations for Flex Day presentations. The decisions for Flex Day programs shall be made jointly by the Academic Senate or designee and the College President or designee. See [Article 1C.4g](#) for Flex Day definitions.

### **29B. Flex Day Obligations**

Flex Day obligations shall be six (6) hours per day for a Full-time Contract, Regular, or Temporary Leave Replacement (TLR) unit member. This shall apply to Mandatory and Variable Flex Days.

A non-working lunch or any other activity that is not required of all unit members is in addition to the six (6) required hours for a Mandatory Flex Day.

- a. **Mandatory Flex Day** is a day set aside for Faculty to participate in programmed activities in person. Mandatory Flex Days are designated by the Academic Calendar Committee (see [Article 8C.1](#)) and mutual agreement between the Professional Development Committee (PDC) and the appropriate College President (see [Articles 8C.1](#) and [29A.3](#)), and are conducted in lieu of instruction when scheduled at times that classes would normally meet.

- b. **Variable Flex Day** is a requirement for Full-time unit members to complete six (6) hours of improvement activities on the unit member's own time. One or more Variable Flex Days may be designated by the Academic Calendar Committee (see [Article 8C.1](#)) as part of the one hundred seventy-five (175) day Academic Calendar. When so designated, unit members account for their hours in accordance with [Article 29D](#).

Unit members must submit a [Variable Flex Activities Form](#) by November 15<sup>th</sup> to the Faculty Chair of the PDC (serving as an Academic Senate Subcommittee) for participation in the Variable Flex Activities. [See Title V Sections 55720, 55724, 55726, 55728, 55730 and Education Code Section 87153.]

Variable Flex Activities documentation (e.g., attendance sheet, meeting minutes, registration receipt, agenda, certificate, transcript) shall be submitted to the Faculty Chair of the PDC by May 15<sup>th</sup>. See [Article 10H](#) for assignments outside the one hundred and seventy-five (175) day Academic Year.

**29B.1 Obligation Of Part-Time Faculty**

If a Part-time unit member has a class cancelled during a scheduled Mandatory Flex Day, then the Part-time 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 (1) hour, then the Part-time unit member shall be required to attend one (1) hour of the Mandatory Flex Day activities.)

**29B.2 Obligation Of Contract, Regular, And Temporary Leave Replacement (TLR) Faculty With Overload Assignment**

If a Contract, Regular, or Temporary Leave Replacement (TLR) 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.

**29B.3 Flex Obligation When Load Requirement Is After The End Of Flex Day**

If a Contract, Regular, or Temporary Leave Replacement (TLR) 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 three (3) hours of Mandatory Flex obligation as well as his/her scheduled evening Load and office hour obligation.

**29B.4 Attendance Requirement**

Mandatory and Variable Flex Day attendance shall be accounted for by the appropriate Administrator(s).

**29B.5 Required Orientation Days' Exception**

First Academic Year Contract Faculty shall not count the two (2) days of required orientation in [Article 8C.2](#) as Variable Flex activities.

## **29C. Compensation For Flex Day Activities**

### **29C.1 Contract, Regular, And Temporary Leave Replacement (TLR) Faculty**

Contract, Regular, and Temporary Leave Replacement (TLR) unit members who attend a Mandatory Flex Day activity or a Variable Flex Activity as part of their regular Contract duties shall not be compensated extra for their Flex obligations.

### **29C.2 Part-Time Faculty**

Part-time Faculty unit members who participate in Mandatory Flex Day activities as part of their Contract obligations shall not be compensated for their Flex Day activities. If a Part-time Faculty 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 the “F” Hour Rate on the [Faculty Salary Schedule](#), see [Article 21G.2](#).

### **29C.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 at the rate of one (1) hour of preparation time for each hour of presentation time according to the “F” Hour Rate on the [Faculty Salary Schedule](#). (See [Article 21G.2](#)) 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 Reassign Time is provided. For every hour of presenting there shall be a two-to-one Flex credit to apply to that Academic Year Flex obligation.

## **29D. Failure To Complete Flex Time Obligations**

Every six (6) hour block of time that is fully accounted for on a Contract, Regular, or Temporary Leave Replacement (TLR) unit member’s individual Flex Day Report Form shall count toward the completion of one (1) working Flex Day. For every six (6) hour block of time that is not fully accounted for by May 15<sup>th</sup> of every Academic Year, there shall be one (1) sick day deducted for that unit member for the appropriate Academic Year.

### **29D.1 Factual Accounting For Proportional Attendance**

If the unit member accounts for part of the six (6) 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 three (3) hours of Flex activity, then one half ( $\frac{1}{2}$ ) of one sick day shall be deducted for that unit member.]

### **29D.2 Part-Time Faculty**

Part-time Faculty unit members who miss required hours of Flex activities shall have a one (1) hour for one (1) hour reduction in their Part-time Faculty Sick Leave.

### **29D.3 Effect Of Variable Flex Activity That Extends Beyond The Academic Year**

See [Article 1C.4g](#). for Variable Flex definition. Notwithstanding other parts of this Article, if a Variable Flex activity with prior approval of the appropriate Administrator extends beyond the Academic Year, the unit member shall have until June 30 of that Academic Year to finish the activity without a penalty related to completing the requisite one hundred and seventy-five (175) days of the Academic Year.

### **29E. Conference And Honorary Leave Of Absence (Contract/Regular/ Temporary Leave Replacement (TLR) Faculty)**

A Contract/Regular/Temporary Leave Replacement (TLR) unit member shall have the opportunity for up to five (5) days of Conference or Honorary Leave of Absence per Academic Year without loss of salary or benefits.

#### **29E.1 Conference Leave Of Absence Definition**

A Conference Leave of Absence 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 his/her 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 [Faculty Salary Schedule](#), or District sponsored courses or workshops.

#### **29E.2 Honorary Leave Of Absence Definition**

An Honorary Leave of Absence 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.

#### **29E.3 Conference And Honorary Leave Of Absence Applications**

[See Appendix](#): Conference Leave: Request Form.

Applicants shall submit requests for Conference and Honorary Leaves of Absence to the Professional Development Committee (PDC) on the required negotiated form at least forty-five (45) days in advance. Exceptions to the forty-five (45) day advance application will require a written request for waiver to be submitted to the College President.

Any funds remaining in the PDC 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.

#### **29E.4 Conference And Honorary Leave Of Absence Report**

The unit member provided Conference and/or Honorary Leave of Absence 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 30**

### **POST-RETIREMENT EMPLOYMENT AND EMERITUS PRIVILEGES**

#### **30A. Privileges**

See [Board of Trustees Policy 7800](#) for Emeritus Faculty definition.

Unit members who retire after July 1, 2006 with Emeritus status granted by the Board of Trustees are entitled to the following privileges.

##### **30A.1 Library**

Unlimited library privileges upon notification to the College President's Office.

##### **30A.2 Parking**

Free parking privileges upon notification to the College President's Office.

#### **30B. Opportunity For Part-Time Employment**

Any unit member who has retired with Emeritus Status may be employed as a Part-time Faculty member at the District's discretion (see Article 18B.1e.). Retirees will be subject to the evaluation process outlined in [Article 18I](#), Part-time Faculty unit members.

##### **30B.1 Effect 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 [California State Teachers' Retirement System (CalSTRS) or California Public Employees' Retirement System (CalPERS)] to determine the effect such employment will have, if any, on his/her retirement benefits.

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## **ARTICLE 31**

### **REDUCTION IN FORCE**

#### **31A. 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.

#### **31B. 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.

- a. 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.

#### **31C. 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:

- a. Reassignment under provisions of [Article 22](#);
- b. Transfer under provisions of [Article 13](#);
- c. Multi-campus assignments;
- d. Saturday assignments as part of the regular work week;
- e. Day/evening assignments;
- f. Evening assignments; or
- g. 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.

#### **31D. Notice To Affected Faculty**

Unit members subject to layoff in the event of a Reduction in Force shall be notified 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.

### **31E. Faculty Reassignment**

#### **a. 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 (FSA) 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:

- (1) Meet State minimum qualifications or possess a valid credential in the appropriate discipline; and
- (2) Meet District competency standards as defined in [Article 22A.2](#).

#### **b. Competency**

- (1) 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 31E.2c below.
- (2) 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.
- (3) 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.

### **31F. Notice Of Termination**

The District shall furnish to the Faculty Association copies of all notifications of termination because of a Reduction in Force.

### **31G. 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:

- a. 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
- b. 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 32**

### **NON-DISCRIMINATION**

#### **32A. Philosophy**

The parties shall not discriminate against any unit member on the basis of race, color, creed, ethnic group identification, national origin, ancestry, gender, sexual orientation, marital status, family status, parenthood, pregnancy, custody of a minor child, age, physical or mental disability, medical condition, religion, political views, or veteran status.

#### **32B. Anti-Discrimination/Sexual Harassment Training**

The District shall periodically offer in-service training opportunities to unit members as part of scheduled Mandatory Flex Days (see [Article 29B.a.](#)), which includes information and practical guidance regarding Federal and California State laws concerning the prevention and correction of sexual harassment, and other forms of illegal harassment, and the remedies available to individuals subjected to illegal harassment. Attendance, or lack of attendance by unit members, shall not be relied upon by the District to discipline Faculty, or to establish notice to any unit member as to impermissible conduct.

#### **32C. Protections And Processing Of Complaints**

[See Appendix](#): Unlawful Discrimination Complaint Form.

Unit members are protected, and complaints processed, in accordance with State and Federal law. Unit members alleging discrimination will notify the District Vice Chancellor of Human Resources in writing. Upon receipt of the complaint, the Vice Chancellor of Human Resources will identify a process to investigate the complaint. The process will be shared with the unit member filing the complaint 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](#) of this Agreement, but instead shall be processed in accordance with California State and Federal law. It is recognized that a unit member can also file a complaint independently with the Federal Equal Employment Opportunity Commission (EEOC) and the California State Department of Fair Employment and Housing (DFEH).

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## **ARTICLE 33**

### **RESIGNATION AND RETIREMENT**

#### **33A. Resignation**

- a. A resignation is a written notice signed by a Contract, Regular, or Temporary Leave Replacement (TLR) unit member stating his/her intent to terminate employment with the District without entering into Emeritus status.
- b. A Contract, Regular, or Temporary Leave Replacement (TLR) unit member may submit his/her resignation at any time by delivering it to the appropriate College President, who shall deliver it to the Vice Chancellor of Human Resources.

Once a resignation is received by the Vice Chancellor of Human Resources, it shall be forwarded to the Board of Trustees for review and acceptance.

- c. A Contract, Regular, or Temporary Leave Replacement (TLR) unit member may rescind his/her resignation until the Board of Trustees accepts it in open session at a regular business meeting of the Board of Trustees where it was publicly agendized.

#### **33B. Retirement**

- a. A retirement is a written notice signed by a Regular Faculty unit member, stating his/her intent to terminate employment with the District by entering into Emeritus status. Emeritus status is described in [Board of Trustees Policy 7800](#). Retirement from the District is separate and apart from, and does not require, retiring from the California State Teachers' Retirement System (CalSTRS) or California Public Employee Retirement System (CalPERS).
- b. A Regular Faculty unit member may submit his/her request for Emeritus status at any time by delivering it to the appropriate College President, who shall deliver it to the Vice Chancellor of Human Resources.

Once a request for Emeritus status is received by the Vice Chancellor of Human Resources, it shall be forwarded to the Board of Trustees for review and acceptance.

- c. A Regular Faculty unit member may rescind his/her request for Emeritus status until the Board of Trustees accepts it in open session at a regular business meeting where it was publicly agendized.

#### **33C. Supplemental Employee Retirement Plan (SERP)**

Upon mutual consent of the District and Faculty Association, a one-time only Supplemental Employee Retirement Plan (SERP) was negotiated in July of 2017. See MOU in [Appendix](#).

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## **ARTICLE 34**

### **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 this Agreement that may be contrary to or inconsistent with the terms of this Agreement.

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**ARTICLE 35**  
**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 36**

### **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, 2022.

Article 21 Salaries will be re-opened and compensation negotiated according to the provisions in [Article 21A](#).

This Agreement may be amended only by mutual consent of the District and Faculty Association, evidenced by written instruments signed by their authorized representatives.

During the term of this Agreement, the parties agree to re-open on benefits, if necessary, to ensure compliance with the Affordable Care Act.

# **APPENDIX**

*[Please click here.](#)*