

CONTRACT

BETWEEN

Cabrillo College

CABRILLO COMMUNITY COLLEGE DISTRICT

AND



Cabrillo College
Federation of Teachers
Local No. 4400

**CABRILLO COLLEGE FEDERATION OF
TEACHERS**

JULY 1, 2013 THROUGH JUNE 30, 2016

Table of Contents

<u>ARTICLE</u>	<u>PAGE</u>	<u>Revised</u>
1 Preamble	1-1.....	May 2007 2013
2 Recognition	2-1.....	July 1995
3 District Rights	3-1.....	March 2004
4 Academic Freedom.....	4-1.....	May 2007
5 Nondiscrimination.....	5-1.....	October 2009
6 Effect of Agreement	6-1.....	July 1995
7 CCFT Rights	7-1.....	May 2007
8 Safety Conditions and Work Environment	8-1.....	May 2007 2013
9 Professional Growth and Development.....	9-1.....	March May 2010 2013
10 Leaves.....	10-1.....	May 2007 2013
11 Workload.....	11-1.....	November 2011 May 2013
12 Grievance Procedure	12-1.....	March 2010
13 Salary.....	13-1.....	April 2010 May 2013
14 Health and Welfare Insurance Coverage.....	14-1.....	March 2010 May 2013
15 Layoffs	15-1.....	March 2010 May 2013
16 Adjunct Faculty	16-1.....	March 2010 May 2013
17 Evaluation and Tenure.....	17-1.....	March 2010 May 2013
18 Retirement	18-1.....	May 2011 2013
19 Personnel Records	19-1.....	March 2004 May 2013
20 Completion of Meet and Negotiation.....	20-1.....	July 1995
21 Duration of Agreement.....	21-1.....	April 2010 May 2013
22 No Strike, Work Stoppage or Lockout.....	22-1.....	July 1995
23 Savings Provision	23-1.....	July 1995
24 Intellectual Property Rights.....	24-1.....	May 2004
25 Academic Calendar	25-1.....	March 2010
26 Reopening of Negotiations and Agreement Signatures.....	26-1.....	April 2010 May 2013

APPENDIX

A	Absence Report-All Faculty	Oct 2007 May 2010
E	Writing Factor Program.....	August 2001
FB	Full-time Contract Regular Faculty Salary Schedule 2013-14 2010-11	July 2013 2013
GC-1	Adjunct & Overload Faculty Salary Schedules 2013-14 11	July 2013 2013
GDC-2	Adjunct & Overload Faculty Academic Specialist Salary Schedules 2013-14 11	July 2013 2013
HED	Children's Center Teacher Salary Schedule 2013-14 11	July 2013 2013

Table of Contents (continued)

APPENDIX

EF	Annual Benefits Stipend for Employees	May 2013
EF	Writing Factor Program	August 2001
I	Availability Statement.....	March 2008
J	Notification of Evaluation-Contract and Regular	March 2010
K	Notification of Evaluation-Adjunct.....	July 2007
L	Final Written Evaluation	April 2010
L.1	Faculty Self-Evaluation.....	May 2007
L.2	Counselor Self Evaluation.....	March 2004
L.3	Counselor Peer Evaluation	March 2004
M	Student Evaluation of Instructor.....	March 2010
N	Evaluation Team Classroom or Worksite Observation/Evaluation.....	April 2010
O	Student Evaluation of Academic Specialist/Counselor.....	May 2002
P	Grievance – Level I.....	March 2010
Q	Grievance – Level II.....	unknown
R	Academic Calendars.....	May 2013 November 2009
S	Application for Alternative Methods of Unit Credit.....	May 2013 May 2007
T	Professional Development/Sabbatical Leave Agreement	May 2013 February 2010
U	Cabrillo College Faculty Service Areas	May 2013 June 2011
V	FSA Update Form and Faculty Service Areas	April 2011
W	BP 5107: Competency Policy.....	December 2011
X	AR 5050: Family and Medical Leave Policy	October 1994
Y	Tenure Committee Code of Conduct.....	May 2004
Z	Statement on Professional Ethics	May 2002
AA.1	Program Chair/Academic Specialist Job Description	unknown
AA.2	Program Chair Compensation Criteria.....	March 2010
AA.3	Program Chair Compensation Matrix	May 2013 April 2010
AA.4	Academic Specialist Directors	May 2013 March 2010
AA.5	Instructional/Student Services Support Faculty Compensation (Article 11.6.3.2.2).....	May 2013 2007
AA.6	Other Reassigned Time	April 2010
AA.7	Conversion of Teaching Units to Hours.....	April 2010
BB	Student Evaluation of Librarian	May 2002
CC	Student Evaluation of On-Line Instructor	April 2010
DD	Evaluation Team Classroom Observation/Evaluation for Children's Center Teachers	May 2002
EE	Student Evaluation of Children's Center Teacher	May 2002
FF	Family Evaluation of Children's Center Teacher	May 2002
GG	Faculty Evaluation of Program Chair.....	unknown May 2013
HH	Memo to Adjunct Faculty (sample).....	May 2004
II	BP 4340: Computer and Network Usage Policy	June 2010

Article 1

Preamble

- 1.1 This is an Agreement by and between the Board of Trustees of the Cabrillo Community College District (hereinafter referred to as "District") and the Cabrillo College Federation of Teachers, Local 4400 CCFT/AFT (hereinafter referred to as "CCFT").
- 1.2 Both parties to this agreement expect that it is a commitment leading to the enhancement of the excellence and prestige of Cabrillo College through the provision of quality education for the students and community served by the college.
- 1.3 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the California Government Code.
- 1.4 DEFINITION OF TERMS: Unless expressly provided otherwise, the following definitions shall govern the interpretation and construction of this agreement.
 - 1.4.1 The "CCFT" means the Cabrillo College Federation of Teachers, Local 4400 CCFT/AFT.
 - 1.4.2 The "District" means the Board of Trustees of the Cabrillo Community College District.
 - 1.4.3 The "Governing Board" means the Board of Trustees of the Cabrillo Community College District.
 - 1.4.4 The "College" means Cabrillo College.
 - 1.4.5 The "fiscal year" runs from July 1 through June 30.
 - 1.4.6 The 175 day "academic year" runs from the beginning of Flex Week of Fall Semester through the end of Finals Week of Spring Semester and excludes wintersession and summer session.
 - 1.4.7 The "academic calendar" is the calendar of teaching days, flex days, and final exam days in the academic year.
 - 1.4.8 A "bargaining unit member" is a nonmanagement, nonconfidential academic employee.
 - 1.4.9 "Contract member" means a probationary academic employee.
 - 1.4.10 "Temporary contract member" means a bargaining unit member employed in accordance with Education Code Section(s) 87470, 87478, 87480, 87481, and/or 87482, as applicable.
 - 1.4.11 "Regular unit member" means a tenured academic employee.
 - 1.4.12 "Adjunct faculty" means a bargaining unit member who is employed for no more than 67 percent of the hours per week considered a full-time assignment for regular employees having comparable duties [Education Code Section 87482.5(a)].
 - 1.4.13 An "adjunct instructor" is an adjunct member who is an instructor.
 - 1.4.14 A "standard scheduled class" is defined as a class requiring a minimum number of students taught at the same time in one classroom, and listed in the schedule of classes. "Non-standard scheduled classes" include, but are not limited to, Learning Skills classes, Library 10 classes, Stroke Center classes, and open labs.
 - 1.4.15 A "Dean" means a management employee who is a Dean or the appropriate administrator.
- 1.5 The bargaining unit covered by this Agreement includes every employee of the District who is not designated by the Board as a confidential, classified, or management employee and who is employed by the Board in a position requiring minimum qualifications as established by AB 1725.
- 1.6 Printing and distribution of new Contracts and Supplements shall be completed within 90 days

of final approval of a Contract or Supplement by the Governing Board. Printed copies of the Contract and Supplements shall be made available for distribution to unit members, the Governing Board, and the college administrators. The Contract and Supplements are available online.

- 1.6.1 Copies of the Contract shall be printed as needed to ensure distribution to all new unit members and college administrators who request a printed copy.
- 1.6.2 Supplemental agreements shall be made available to unit members and administrators in print upon request and are available online.
- 1.6.3 Each **new** unit member shall be ~~given~~**offered** a copy of the Contract and Supplement by the Human Resources Office upon hire.
- 1.6.4 The marginal costs of printing and other marginal costs associated with the preparation for distribution of the contract shall be born equally by the District and CCFT. Marginal costs are those costs above and beyond the costs of printing and distributing the Faculty Resource Guide without the contract included.

Article 2

Recognition

- 2.1 The District hereby recognizes that CCFT has been certified by the Public Employment Relations Board as the exclusive representative for the employees in the representation unit, which is composed of all academic employees excluding all employees identified by the Governing Board as management, supervisory or confidential.
- 2.2 The District agrees that if subsequent to the agreement it creates any new academic positions, they shall be assigned to the bargaining unit, except those that are lawfully designated as management, confidential or supervisory. Disputes may be submitted to the PERB for resolution.

Article 3

District Rights

- 3.1 The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Contract, and then only to the extent such specific and express terms are in conformance with law.
- 3.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law, consistent with the provisions of the Education Code and the regulations of the Board of Governors of the California Community Colleges. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the kinds of personnel required; maintain the efficiency of District operations; determine the curriculum in collaboration with the Faculty Senate; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency caused by an act of God. In addition, the Board retains the right to hire, classify, assign, promote, reprimand, and terminate employees.
- 3.3 The exercise by management of the rights and discretion as described herein shall not be subject to the grievance/arbitration procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this Contract, state and federal laws, or the regulations of the Board of Governors of the California Community Colleges.

Article 4

Academic Freedom

- 4.1 Cabrillo College District recognizes that academic freedom provides a foundation for intellectual stimulation and development, and academic success in the teaching environment. The District also recognizes that academic freedom is fundamental to the protection of teachers' and students' rights.
- 4.2 Academic Freedom and Protection
- 4.2.1 Academic freedom encompasses the freedom to study, teach and express ideas, including unpopular or controversial ones, without censorship, political restraint or retribution. Academic freedom allows for the free exchange of ideas in the conscientious pursuit of truth.
- 4.2.2 Protecting academic freedom is the responsibility of the college community. In a climate of openness and mutual respect, the college protects and encourages the exchange of ideas which are presented in the spirit of free and open dialogue.
- 4.3 Professional Autonomy
Faculty members have the principal right and responsibility to determine the methods of instruction, the planning and presentation of course materials, and the fair and equitable methods of assessment in their assignment in accordance with the approved curriculum, course outline, educational mission of the District, District policies, requirements of accreditation bodies, and state and federal laws and regulations.
- 4.4 Professional Commitments and Obligations
All faculty members should:
- 4.4.1 Conduct a classroom environment that is conducive to student learning, growth, and development in which students are free from discrimination, prejudice, and harassment and in which students are free to express relevant ideas and opinions.
- 4.4.2 Clearly differentiate to students the expression of a faculty member's personal opinions or convictions from the objective presentation of theory, fact, or ideas.
- 4.4.3 Adhere to District procedures for using approved materials and resources.
- 4.5 Employment by the District does not in any way restrict or limit the First Amendment right enjoyed by faculty as members of their communities. Faculty members are free to speak and write publicly on any issue, as long as they do not indicate they are speaking for the institution.
- 4.6 Alleged violations of this Article 4 shall be subject to Article 12, Grievance Procedure, as provided in this section.
- 4.6.1 A grievance may be initiated according to sections 12.1 through 12.4.1.4 (through Level I -- Informal Resolution).
- 4.6.2 Level IA - Academic Freedom Review Committee: If the grievant is not satisfied with the decision at Level I, the grievant may within ten (10) days of receipt of the decision at Level I appeal the decision on the appropriate form to the Academic Freedom Review Committee ("AFRC"), via timely delivery to the Vice President, Instruction, with a copy to the immediate supervisor(s) involved. The statements shall include a copy of the original grievance and a concise statement of the

reasons for the appeal.

- 4.6.3 The AFRC shall be comprised of the Academic Senate President/designee, CCFT Grievance Officer, a CCFT unit member selected by the grievant, Dean/designee, Vice President, Instruction/designee, and Dean of Student Services/designee.
- 4.6.4 Within ten (10) days of receipt of the appeal, the AFRC shall meet to consider the appeal. The AFRC shall make every effort to issue its report within this ten (10) day period. In any event, the AFRC's report shall be issued to the grievant and any immediate supervisor(s) involved within twenty (20) days of receipt of the appeal.
- 4.6.5 If the grievant is not satisfied with the resolution of the grievance as recommended in the AFRC report, the grievant may within ten (10) days of receipt of the report appeal on the appropriate form to the Superintendent/President, Level II (section 12.4.2) of the Grievance Procedure shall thereafter be followed, provided that a copy of the AFRC report shall be included in the appeal to the Superintendent/President (and to the Governing Board if the grievant appeals the Level II decision under section 12.4.3.7).

Article 5

Discrimination Prohibited By Law and Process for Other Complaints

5.1 Discrimination Prohibited By Law

- 5.1.1 Except as provided by the California Education and Government Codes, the District and CCFT agree not to discriminate against any unit member or District employee on the basis of race, color, creed, national origin, religion, sex, age, sexual orientation, partisan or electoral political activities/affiliations, marital status, physical or mental disability, exercise of Constitutional rights, or any other basis prohibited by law. The District and the CCFT further agree that it is the intent of the Cabrillo Community College District and the Cabrillo College Federation of Teachers to follow the procedures as presented in the Cabrillo College Board Policy and Administrative Regulations related to harassment and discrimination and to provide faculty due process of law against irresponsible or false accusations in accordance with District policy and state law. The unit member has the right to request representation prior to and during any meeting.
- 5.1.2 CCFT shall be entitled to have at least one representative on any committee that develops or modifies such policies.

5.2 Process for Other Complaints Not Covered by Article 5.1

- 5.2.1 Concerns from students, community members, faculty or staff conveyed via letter, email or verbally may or may not result in a formal written allegation. After discussing the concern with the complainant, the appropriate administrator may or may not recommend that the complainant file a formal written complaint on a District complaint form available in Human Resources. If a written complaint is filed on a District complaint form, the complaint is recognized as a formal written allegation from a student, community member, faculty or staff. If not, the complaint may be resolved without further investigation or process.
- 5.2.2 In the event that a formal written allegation from a student, community member, faculty or staff regarding conduct of a unit member is received by the District, and the allegation does not involve prohibited discrimination or harassment as defined in section 5.1.1 above, the appropriate administrator shall provide the unit member with a copy of the formal complaint and any related materials received by the District. The unit member has the right to request union representation during any investigatory meeting. For purposes of section 5.2.1, an allegation does not include a grade challenge, or any allegation that may lead to immediate suspension or dismissal in accordance with the provisions of California Education Code, sections 87732 – 87740.
- 5.2.1.1 In cases dealing with student grievances, procedures defined in the Student Rights and Responsibilities handbook will be followed. CCFT

shall be entitled to have at least one representative on any committee that develops or modifies such policies.

5.3 Placement of Allegations in Personnel Files

Allegations covered by Article 5 that are withdrawn, shown to be false, or not sustained, shall not be placed in a unit member's personnel file and shall not be utilized in any evaluation or disciplinary action against a unit member. Allegations covered by Article 5 that are verified may be included in the evaluation or personnel files of the unit member, following the procedures detailed in Articles 17 and 19 respectively.

Article 6

Effect of Agreement

- 6.1 In the event a conflict exists between the specific provisions contained in this Agreement and District practices, policies, procedures and State laws to the extent permitted by State law, the provisions of the Agreement prevail.

Article 7

CCFT Rights and Organizational Security

- 7.1 Representatives of the CCFT shall have the right to use the college facilities and equipment at the site at reasonable hours for CCFT business when such facilities are not otherwise in use, and subject to the following conditions:
- 7.1.1 The CCFT representative follows standard facilities or equipment use procedures for the reservation and use of facilities or equipment.
 - 7.1.2 The requested activities or use will not interfere or interrupt normal District or campus operations.
 - 7.1.3 The CCFT shall reimburse the District for any materials consumed while using District equipment.
- 7.2 The CCFT may use non-classroom campus bulletin board spaces subject to the following conditions:
- 7.2.1 All posting shall contain the date of publication and the identification of the document as a CCFT sponsored publication.
 - 7.2.2 Authorized CCFT representatives shall have the primary responsibility of posting or removing their materials on the bulletin boards.
- 7.3 The CCFT may place material in the mailboxes of unit members provided such material is accurately identified as originating from the CCFT, CFT, or AFT.
- 7.4 The CCFT may use the District mail, telephone, and FAX services subject to the reasonable rules and regulations of the District. CCFT will pay the marginal costs of such usage.
- 7.5 A mutually agreed upon number of designated representatives of the District and the CCFT shall meet on a mutually agreed upon date, place and time, at least once every month, for the purposes of reviewing the administration of the Agreement in force and attempting to resolve any other problems that may arise. Each party may submit an agenda for discussion.
- 7.6 Reassigned Time for CCFT
- 7.6.1 Upon written request of the CCFT, prior to the due date for printing the class schedule for any semester, the District shall grant annually 1.0 of Full Time Equivalent (FTE) reassigned time, with pay, to be distributed by the CCFT for work including, but not limited to contract required committee work, grievance representation, negotiations, arbitration, and CCFT representation at meetings and conferences related to official CCFT business. In addition, the CCFT may purchase up to a total of 0.8 FTE reassigned time at the adjunct salary schedule rate for the above purposes.
 - 7.6.2 The reassigned time shall be distributed in such a manner so as to allow for unit pay replacement for all cases.
- 7.7 Upon request of the CCFT, the District's Principal Contract Administrator or designee shall provide the information needed for contract administration and negotiations to the extent required as part of the District's good faith obligation to CCFT.
- 7.8 The District shall provide the name and mailing address for each new person who is employed and who becomes a unit member within 10 days of hire. CCFT shall provide the District with an appropriate form.

7.9 Organizational Security

7.9.1 Check Off

CCFT will have the sole and exclusive right to have membership dues and service fees deducted from unit members in the bargaining unit by the District. The District shall, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for CCFT dues, COPE contributions, charitable donations, or other plans or programs approved by CCFT and the District. The District will pay to the designated payee within fifteen (15) working days of the deduction all sums so deducted.

7.9.1.1 Upon hire, each new employee in the bargaining unit will be informed by the Personnel Department of his/her choice to join CCFT or to pay a service fee at the appropriate rate from the CCFT dues and fee schedule.

7.9.2 Dues Deductions

7.9.2.1 The District will deduct dues monthly, in accordance with the CCFT dues schedule, from the wages of all unit members for whom a dues authorization form has been submitted to the District. However, should an employee choose to pay dues by lump sum directly to CCFT, the employee will submit a paid receipt from CCFT to the District personnel office, specifying the time period covered by the payment. Payroll deductions for dues will not be made for that period. Such direct payments may be made only for one full academic year, except for adjunct employees who may make direct payments by the semester.

7.9.2.2 An authorization to deduct dues shall remain in effect until it is revoked in writing by the unit member.

7.9.3 Service Fee

7.9.3.1 CCFT and the District agree that each employee in the bargaining unit should contribute toward the cost of administration of this Agreement by CCFT and for the representation of unit members in the bargaining unit.

7.9.3.2 The District shall make payroll deductions for the appropriate service fee from the CCFT fee schedule for any member of the bargaining unit who is not a member of CCFT as of (date of election). However, should an employee choose to pay service fees by lump sum directly to CCFT, the employee will submit a paid receipt from CCFT to the District personnel office, specifying the time period covered by the payment. Payroll deductions for fees will not be made for that period. Such direct payments may be made only for one full academic year, except for adjunct employees who may make direct payments by the semester.

7.9.3.3 In the event that a unit member revokes a dues authorization in writing, the District will immediately begin payroll deduction for the appropriate service fee from the CCFT fee schedule. However, should an employee choose to pay service fees by lump sum directly to CCFT, the employee will submit a paid

receipt from CCFT to the District personnel office, specifying the time period covered by the payment. Payroll deductions for fees will not be made for that period. Such direct payments may be made only for one full academic year, except for adjunct employees who may make direct payments by the semester.

7.9.4 Religious Objection

Any unit member covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting unit member organizations shall not be required to join, maintain membership in, or financially support any unit member organization as a condition of employment. Once such unit member has submitted evidence to CCFT which proves that he/she sincerely holds such beliefs, that unit member will be required, in lieu of service fee, to pay by payroll deduction sums equal to such service fee to the non-religious, non-labor Cabrillo College Foundation, which is a charitable fund exempt from taxation under Section 401(c)(3) of Title 26 of the Internal Revenue Code. Evidence of such belief and a completed payroll deduction authorization form shall be submitted to CCFT within thirty (30) days of employment.

7.9.5 Remittance Notification by the District to CCFT

For each payroll period, the District shall include with all remittances to the CCFT, two lists of unit members for whom deductions have been made. One list shall include deductions for dues and fees and indicate the amounts withheld from each unit member's salary and the second list shall include religious objection deductions and indicate the amounts withheld from each unit member's salary.

7.9.6 CCFT agrees to furnish any reasonable and necessary information needed by the District to fulfill the provisions of this Article.

7.9.7 CCFT agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. CCFT shall have the exclusive rights to decide or determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

7.9.8 The District shall put into effect any new or changed employee-generated CCFT deductions by the next payroll. In the event of a change in the CCFT dues or fees schedule, CCFT will provide the necessary information to the District fifteen (15) working days before the next published monthly payroll cutoff date.

7.9.9 The District will notify CCFT in writing within five (5) working days of any change in CCFT deductions initiated by an employee or the District.

7.10 CCFT maintains the right to select and recommend CCFT representation on college committees.

7.11 The District and CCFT will attempt to continue the general past practice of scheduling negotiations outside times when CCFT representatives are scheduled for teaching. However, both parties understand that this practice cannot be implemented with any precision.

Article 8

Safety Conditions and Work Environment

- 8.1 The District shall make every reasonable effort to provide conditions for a safe and healthy work environment. Unit members shall cooperate with management in maintaining appropriate safety practices in all facilities.
- 8.2 Unit members will report in writing to their immediate supervisor, any conditions which come to their attention that may pose a threat to the safety of any person associated with the District. In the case of emergencies, such reports do not have to be in writing.
- 8.2.1 The District shall investigate such reports and take appropriate actions to correct the condition found to be unsafe or unhealthy in a timely way. Standards established by State law shall prevail.
- 8.2.2 The District is committed to regular communication regarding safety issues and shall notify the unit member making the report in a timely manner in writing of the investigation and actions taken in 8.2.1.
- 8.3 In scheduling classes for indoor and outdoor rooms or activity areas, consideration shall be given to safety conditions, capacity of available space, appropriate equipment and study stations.
- 8.4 In the event a unit member and supervisor disagree on the conditions specified in 8.3 above, the unit member may report, in writing, the grounds of the disagreement along with recommendations to the appropriate Vice President.
- 8.4.1 Upon receiving this report, the appropriate Vice President or designee shall respond in writing to the report.
- 8.4.2 The written explanation shall be returned to the unit member in a timely way.
- 8.5 Contract and regular unit members required to hold office hours shall be provided with appropriate office space. Such space may be shared pursuant to 8.6.
- 8.6 Adjunct unit members are required to hold pro rata office hours. The appropriate administrator will notify adjunct faculty of designated office space before the first week of classes each semester. Contract faculty are required to allow adjunct unit members joint use of any office space provided by 8.5 above. Refer to Article 16.15 for adjunct access to voicemail, email, and computers.
- 8.7 Mileage Reimbursement and Faculty Privileges: See Article 13.15.
- 8.8 The District shall maintain updated online resources for faculty regarding college policies and procedures for a safe work environment. Annual notification of the resources shall be sent to faculty electronically.**

Article 9

Professional Growth and Development

This article defines Sabbatical Leave, Flexible Calendar, Professional Growth and Development activities, and the Unit Banking provisions.

9.1 Sabbatical Leaves

The District may grant a sabbatical leave, which will benefit the College and the students of the District. The purposes for which a sabbatical leave may be granted are as follows:

- (a) Scholarly or creative endeavors in the discipline being taught;
- (b) Improvement of skills in the discipline being taught;
- (c) Retraining in a new discipline;
- (d) Improvement of teaching skills;
- (e) Development of programs and curriculum.

9.1.1 Criteria

The proposed plan must significantly relate to the college mission, the bargaining unit member's assignment and should improve professional competence.

9.1.2 Sabbatical Leave Categories

9.1.2.1 Study in residence at an accredited university or college. Proposed course work shall be planned to achieve specific objectives.

9.1.2.2 A special project or research problem planned with specific objectives.

9.1.2.3 Work experience program to study in schools maintained by a business or industry for crafts people or technical workers to obtain work experience in the vocational field in which the employee works. Ideally, the specific school or job offer shall be submitted with the proposal program, but may be submitted before the beginning of the leave.

9.1.2.4 Travel

Employees on sabbatical leave for travel shall remain in travel status for the majority of the days of each semester of leave granted. Applicants shall submit a detailed statement of the proposed itinerary demonstrating specific objectives related to the area of the institutional assignment.

9.1.2.5 Curriculum Planning

A sabbatical leave for curriculum planning may be granted after the applicant has submitted a proposal demonstrating the need for revision of existing courses or development of new courses. Leaves granted in connection with curriculum planning may include non-paid part-time teaching if that teaching is integral to the proposed curriculum development.

9.1.2.6 Other

A program may be designed to meet multiple objectives such as study, research or special project, work experience, travel, and/or curriculum planning. An applicant shall submit specific objectives and relationship with the institutional assignment.

9.1.3 Eligibility

9.1.3.1 Preceding the granting of the leave, the applicant must have completed twelve semesters of continuous service in the District in an academic position. A year of service is defined as a contract for more than 60% of the academic semester requirement.

- 9.1.3.2 Leave of absence for other purposes shall not be deemed a break in the continuity of service, nor shall the period of such absence count toward the years of service requirement.
- 9.1.3.3 Service under a nationally recognized fellowship or foundation approved by the State Board of Education, or a teacher exchange, for a period of not more than one year, for research, teaching, or lecturing, shall not be deemed a break in the continuity of service, and the period of absence shall be included in computing the years of service required.

9.1.4 Length of Sabbatical Leave

A sabbatical leave may be granted for a full academic year or for one semester. After consultation with and approval from the appropriate administrator and the Vice President of Instruction, a full year's leave may be taken in two consecutive semesters of two different academic years if the applicant can show a need for such an arrangement and the affected department and division concur. Such approval must be granted prior to the submission of the proposal to the Sabbatical Leave Review Board pursuant to Section 9.1.8.2.

9.1.5 Funding

9.1.5.1 Contributions

- 9.1.5.1.1 Bargaining unit members going on leave will contribute to the cost of their replacements through reductions in salary and benefits during the time that they are on leave.
- 9.1.5.1.2 The unit member's contribution shall be the difference between his/her regular salary and benefits and his/her sabbatical salary and benefits.
- 9.1.5.1.3 These reductions will be prorated over the whole year in the case of half year leaves. The schedule of these reductions appears in Section 9.1.5.8.

9.1.5.2 District Contribution

The District shall contribute ~~\$98,947~~**100,935** to support the Sabbatical Leave Program for applications made in ~~2006-07~~**2013-14**. This amount shall be increased each year thereafter by the same increment as the contract faculty salary schedule was increased in the prior year. The cost of the leave, including the replacement, shall be determined at the time of the approval of the leave by the Governing Board. Should the calculations at that time determine that the full amount for the fiscal year not be expended, the residual amount, rounded to the nearest one hundred dollars, will be credited to the subsequent year's allocation.

- 9.1.5.2.1 Regardless of the placement on the leave priority list (9.1.7.1), if an applicant's going on leave would result in a net monetary gain for the District, the applicant will be permitted to go at the salary determined by the Contract. The salary savings will accrue to the sabbatical fund. If these savings are large enough, they may permit the highest-ranking unfunded applicant to go on leave.
- 9.1.5.2.2 Those applicants on the list for whom funding is not available will be informed in writing of their position and will be offered the opportunity to go on leave by accepting a yearly salary less than that specified in the Contract. The applicant must agree to this procedure in writing. This salary will be calculated so that there is an exact balance between the total cost of the leave, including replacement salaries, and the cost

to the District had the applicant not gone on leave. Current procedures, such as including fringe benefits and using the average cost of a teaching unit, shall be used in this calculation.

- 9.1.5.3 Replacement costs of unit members going on leave shall be based on information from the Instruction Office as to the type of replacement necessary for maintenance of programs in the divisions and departments affected.
- 9.1.5.4 Should the cost of the Sabbatical program for a given year as noted in 9.1.5.3, exceed the contributions as noted in 9.1.5.1 and 9.1.5.2, the Sabbatical Leave Review Board shall make the final recommendation of leaves such that the final costs do not exceed the contributions.
- 9.1.5.5 The method of payment shall follow the regular payroll procedure with compensation based on the salary schedule in effect during the period of the leave. Compensation shall be calculated on the individual bargaining unit member's placement on the salary schedule for the year the leave is taken (step and column) and doctoral stipend, if any. All other stipends and/or special salary considerations are specifically excluded.
- 9.1.5.6 If the bargaining unit member has been on less than a full-time contract for the previous academic year, the sabbatical leave salary shall be calculated on the basis of the applicant's contract for the majority of the six years prior to sabbatical. If the applicant's contract does not have a majority reduced contract, the sabbatical leave salary will be based on an average of the reduced contracts for the six years prior to sabbatical.
- 9.1.5.7 Bargaining unit members on sabbatical leave shall not **perform additional services at the college which require compensation** for any instruction they may perform at the college during the term of their sabbatical leave. **Term refers to those one or two semesters of the leave and excludes summer and winter sessions.**
- 9.1.5.8 Bargaining unit members on sabbatical leave shall be compensated according to the following schedule: the percentages shown indicate the percentage of the full year's salary and benefits that shall be paid to the applicant during the leave year, whether the leave is for a full year or for one semester.
 - After six years of service:
 - Full year: 60%
 - Half year: 80%
 - After seven years of service:
 - Full year: 65%
 - Half year: 85%
 - After eight years of service:
 - Full year: 70%
 - Half year: 90%

9.1.6 Service After Sabbatical Leave

- 9.1.6.1 The District requires service amounting to twice the term of the leave, immediately following the leave, except under certain conditions provided by the Education Code. Either a faithful performance bond or a Sabbatical Leave Agreement (Appendix T), approved by resolution of the Governing Board, must be executed as a condition of the leave.

9.1.6.2 At the expiration of the sabbatical leave, the bargaining unit member shall, unless otherwise agreed to, be placed in a position equivalent to that held prior to the leave. However, under no circumstances shall the returnee be entitled to seniority status or rights greater than had the employee been in regular service.

9.1.7 District Requirements

9.1.7.1 The number of bargaining unit members absent for the sabbatical leave in a semester shall not exceed ten percent (10%) of faculty. To the greatest extent possible, the sabbatical leaves approved for a given academic year shall be equally distributed between semesters, and in no academic year shall the number of leaves in each semester vary by more than twenty percent (20%). The Sabbatical Leave Review Board shall consult with individuals and with divisions to achieve this number and to achieve a balance between the fall and spring semesters. If this consultation does not achieve a fall/spring semester balance and no more than the maximum number of allowable leaves per semester, the Sabbatical Leave Review Board may establish leave priorities on the basis first, of leave seniority; second, seniority at the college; and finally, by lot.

9.1.8 Application Procedure Requirements

9.1.8.1 Mandatory Flex Week Workshop

Eligible bargaining unit members who intend to apply for Sabbatical Leave must attend a Flex Week Session on “How to Write a Sabbatical Leave Proposal” in the fall of the academic year during which the proposal will be submitted. The chair of the SLRB will forward the list of unit members attending the workshop to the appropriate supervising administrator and vice president to inform them of potential sabbaticants.

9.1.8.1.1 Faculty who do not attend the Flex Week session, or do not have written approval from the chair of the SLRB not to attend, will be ineligible to submit a sabbatical proposal for that year. Approval to not attend requires a written request to the SLRB chair explaining the reasons for not attending. Email is acceptable. The applicant must attend a make-up workshop session. Unless there is an emergency, approval to not attend the Flex Week session must be prior to the Flex Week session.

9.1.8.2 A proposed plan for the Sabbatical Leave shall be submitted in writing to the appropriate supervising administrator and vice president no later than October 15 of the academic year prior to the year for which the leave is requested. The plan shall provide sufficient information for the evaluation pursuant to Section 9.1 (purpose), 9.1.1 (criteria), and 9.1.2 (categories).

9.1.8.3 At least 20 calendar days prior to the October 15 deadline, the applicant must meet with the or appropriate administrator to discuss the proposal. The supervising administrator must attach to the submitted proposal a written review which must state how the proposal meets, or fails to meet, the criteria listed in 9.1.1 herein.

9.1.9 Sabbatical Leave Review Board

9.1.9.1 Composition

The Sabbatical Leave Review Board shall consist of the Faculty Senate President, two (2) bargaining members named by the Faculty Senate, three (3) bargaining unit members named by the CCFT, and six (6) administrators, of whom one is the Vice President, Instruction, and three (3) are Deans named by the Vice President, Instruction. No applicant shall be a member of the committee.

9.1.9.1.1 The chair of the SLRB shall be chosen by the SLRB. If the chair is a bargaining unit member, ~~the District will negotiate compensation for reassigned time with CCFT within two (2) weeks of the District being notified.~~ **The chair shall receive two teaching units of compensation per semester. The chair shall** work with the VPI on an ongoing basis to ensure the implementation of the entire sabbatical process, including, but not limited to, proposals, re-writes, reports, and communication. **In addition, the chair develops a meeting schedule, sets agendas and chairs the meetings.** The chair also oversees the consideration of alternative credit for column advancement (Article 13.5.2). **It is recognized that the workload of the SLRB chair varies from semester to semester based on the SLRB activities.**

9.1.9.2 Board Procedures

9.1.9.2.1 The Board shall schedule its meetings so as to effectively coordinate with the deadlines for sabbatical applications (Section 9.1.8), sabbatical reports (Section 9.1.12) and applications for alternative credit (Appendix S).

9.1.9.2.2 The Board shall review and approve applications as to form, content, adherence to purpose (Section 9.1), criteria (Section 9.1.1), categories (Section 9.1.2), and District requirements (Section 9.1.7).

The first meeting of each year shall include:

- (a) a review of Sabbatical Leave policy, as well as the Board's procedures; and
- (b) a review of the previous year's results and a report by the Chair on the current state of the sabbatical program.

9.1.9.2.3 If the application is not approved for reasons specified above, the Board shall return it to the applicant with specific directions. Applications must be resubmitted by a date determined by the Board. Failure to resubmit an application shall be grounds for denial of leave.

9.1.9.2.4 At its next meeting the Board shall:

- (a) consider leave projects that have been resubmitted;
- (b) review matters related to District requirements and to act on any of these matters left unresolved after consultation with the affected divisions or departments; and
- (c) determine the communication necessary to inform concerned persons of the disposition of matters in (a) and (b) above.

9.1.9.2.5 Before the close of the fall semester, the chairperson of the Sabbatical Leave Review Board shall convene a meeting of the chairperson, the Faculty Senate President, a CCFT

representative, and the Vice President of Instruction. They will certify the final leave list and notify all applicants. Should the financing formula requirements of the District outlined above require any leave postponements, those persons with lowest priority will be chosen according to: first, leave seniority; second, college seniority; and finally, by lot. The chairperson will notify those persons of such postponements. Should leave withdrawals or other circumstances later affect the status of applicants whose leaves have been postponed on account of the restrictions outlined in this Article, the Vice President of Instruction will notify them at the earliest possible time.

9.1.9.2.6 Administrative Review

The committee chairperson shall forward the committee's final recommendations to the Vice President of Instruction in writing. The Vice President of Instruction shall submit recommendations along with the committee's recommendations to the Superintendent/President. The Superintendent/President shall review the recommendations and forward the applications to the Governing Board with such recommendations as believed to be in keeping with the educational and financial needs of the District. If the recommendations of the Superintendent/President differ from those of the Sabbatical Leave Review Board, the Superintendent/President shall meet with the chair of the Sabbatical Leave Review Board prior to the January Board meeting to explain the reasons for the changes.

9.1.9.2.7 Approval by Governing Board

The Governing Board shall act on the recommendations at the January Board Meeting. Approval of the sabbatical leave applications shall be at the sole discretion of the Governing Board.

9.1.9.2.8 Notification

The Superintendent/President shall notify the applicant in writing as soon as the Governing Board has acted on the proposal. If the Governing Board rejects the applicant's request, the applicant shall be informed of the rejection and the reasons for rejection of the application in writing.

9.1.9.2.9 The Sabbatical Leave Review Board shall meet early in the spring semester to select a chairperson for the following year and to prepare and certify the eligibility list for the next year's application cycle. The eligibility list shall be certified and distributed to the faculty prior to May 15 each year, and each unit member shall be included on the list with an eligibility number.

9.1.10 Withdrawal, Postponement and "Passing" Leaves

9.1.10.1 In the event that a leave is postponed for administrative reasons such as those described in 9.1.9.2.5, or for any other reason beyond the practical control of the applicant, the leave entitlement will advance normally for the following year; unless the applicant is at the highest

step, the applicant will remain at that step until the leave is granted, or until the applicant passes and returns to the regular cycle.

9.1.10.2 Unit members who have had their sabbatical leave plan approved and had their leave postponed for administrative reasons (9.1.9.2.5), shall submit the proposal or an updated proposal for the following year.

Approval by the committee of the unit member's postponed plan shall be automatic. Any revisions to the plan will be processed as in 9.1.11.

9.1.10.3 A bargaining unit member who reaches the eighth year leave step and passes the leave shall revert to the sixth year stipend schedule, and shall rise again through the steps, continuing to rise and fall until the leave is finally taken. Unit members who have had their sabbatical leave plan approved and then had that leave postponed for administrative reasons, such as those described in 9.1.9.2.5, will not lose any ranking toward their next sabbatical leave because of the postponement. Specifically, the count toward the unit member's next sabbatical leave shall begin with (and include) the postponed period. Such postponement shall be mutually agreed upon in writing prior to the postponement.

9.1.10.4 Special circumstances, such as eclipses of the sun, centennials, and jubilees may entitle a bargaining unit member to retain highest stipend rank until a leave to be a participant at such an event is taken. However, such events will not entitle an applicant to higher standing on the stipend schedule if the applicant is not yet at the eighth step.

Applications for such postponement of entitlement should be made during the year of eligibility, specifying the date of the intended leave in the project proposal. The Sabbatical Leave Review Board by full vote will determine eligibility for such postponements.

9.1.11 Revisions of Approved Sabbatical Leave

Prior to any revision of the sabbatical project, written approval of the Vice-President of Instruction (VPI) and notification of the chair of the SLRB is required. In the event the VPI is unavailable to authorize any revision, the chair of the SLRB and an administrator on the SLRB shall provide written approval. Failure to comply with the provisions of this section shall result in SLRB review as described in section 9.1.14.1.

9.1.12 Reports

Upon completion of a sabbatical leave, the unit member shall submit a written report to the Vice-President of Instruction (VPI) prior to November 15 of the year of return from leave. The report shall be of a recognized professional standard appropriate to the discipline. The report shall consist of a description of the satisfactorily completed, agreed-upon sabbatical project including any approved changes, the original proposal, and the Agreement (Appendix T). The report shall be reviewed and signed by the unit member's appropriate administrator. The report is not equivalent to the project itself, but is a description of the project and how the project was accomplished in accordance with the approved sabbatical proposal. If the purpose of the leave was academic study, official transcripts or an equivalent official record shall be included. Any publications, manuscripts, works of art or music, computer software, photographs, instructional materials or other such items produced as part of the leave shall be made available to the Sabbatical Leave Review Board (SLRB). The SLRB shall review and evaluate professional development/sabbatical leave reports. After reviewing the report, the SLRB shall either recommend approval

to the President or request further information or revision and resubmission of the report from the employee. If the revision does not satisfy the SLRB's objections, or if the SLRB determines that the unit member failed to satisfactorily complete the agreed-upon project, the SLRB (1) may deny or defer eligibility for future leaves and (2) shall follow the procedures set forth in Section 9.1.14.1.

9.1.13 Effect Upon Salary, Benefits, Retirement and Evaluation

9.1.13.1 Each semester of sabbatical leave shall constitute a half year's service for salary increment purposes.

9.1.13.2 Sick leave will neither accumulate nor be charged against the unit member.

9.1.13.3 While on sabbatical leave, unit members will be eligible to receive health and welfare benefits. The District's contributions will be prorated in accordance with Section 9.1.5.8 of this Article.

9.1.13.4 A unit member who has had sabbatical leave may, at the unit member's option, pay into the State Teachers' Retirement System the amount required by STRS to receive full-time credit.

9.1.13.5 Time on sabbatical leave applies toward the normal evaluation cycle as per Article 17. If the evaluation is scheduled to occur during the sabbatical leave, the evaluation will be conducted the semester the unit member returns from leave.

9.1.14 Failure to Fulfill Professional Development/Sabbatical Leave Obligation

9.1.14.1 Failure to Complete Project and Submit Satisfactory Report

9.1.14.1.1 If the SLRB decides that the employee failed to complete the project or failed to submit a satisfactory report, the SLRB shall compose a written assessment of the sabbaticant's project and report. This assessment shall specify the nature and extent of the deficiencies as well as the nature and extent of those portions of the project that have been satisfactorily completed. The written assessment may contain dissenting viewpoints. The chair of the SLRB, the VPI, accompanied by one other member, shall meet with the President of the college to present, explain, and discuss the SLRB assessment and the sabbaticant's report.

9.1.14.1.2 Upon receipt of an assessment from the SLRB, as outlined in section 9.1.14.1.1 above, the President of the college, before making a final decision, shall meet with the employee. The President, at his/her discretion, may decide to require the employee to compensate the District for a portion or all of the sabbatical compensation received. Such decision shall be in writing, with specific reasons therefore, and a copy shall be provided to the employee.

9.1.14.1.3 The employee shall be provided copies of all documents which are considered by the District in reaching any decisions or recommendations under this article, prior to the issuance of any decisions or recommendations.

9.1.14.2 Failure to Render Services Upon Return from Leave

9.1.14.2.1 In the event that the unit member fails to render service amounting to twice the term of the leave following his/her return from sabbatical leave, the unit member shall

reimburse the District the same proportion of the total sabbatical compensation received as the proportion of the amount of time which was not served bears to the total amount of time agreed upon.

9.1.14.3 Failure to Render Service due to Physical or Mental Disability

9.1.14.3.1 Failure of a unit member to satisfactorily meet the requirements of this article shall not result in forfeiture of the bond or reimbursement to the District if such failure is due to the unit member's death or it is certified by a physician designated by or satisfactory to the District that failure was due to the unit member's bona fide physical or mental disability.

9.2 Flexible Calendar Scheduling

9.2.1 The academic calendar shall consist of 175 days of instruction. Within requirements of State law, a specific number of instruction days can be designated as possible staff development days for unit members. If the District decides to use the flexible calendar format, the number and scheduling of the staff development days for each academic year shall be negotiated by the District and the CCFT.

9.2.2 Staff Development Committee

9.2.2.1 Procedures and timelines for the use of staff development days shall be prepared by the Staff Development Committee.

9.2.2.2 The Staff Development Committee shall consist of:

- (a) the Vice President of Instruction or designee
- (b) three (3) unit members selected by the Faculty Senate
- (c) three (3) unit members selected by the CCFT
- (d) three Deans
- (e) one ~~SEIU~~ member **of the classified union**
- (f) one Student Senate member

9.2.3 Flex Staff Development Plan

9.2.3.1 Unit members shall present a written agreement on the appropriate Staff Development Flex Agreement form to the appropriate administrator describing how the unit member intends to utilize the staff development days. Each plan must be in accordance with the State law regulating the flexible calendar.

9.2.3.2 The appropriate administrator shall review and sign each unit member's Staff Development Flex Agreement form. In the event that the proposed plan is not approved by the appropriate administrator, the appropriate administrator shall notify the unit member within ten (10) days. A unit member may, within ten days of notification of non-approval, appeal the decision in writing to the Vice President of Instruction. The Vice President of Instruction or designee shall evaluate the plan, and within ten (10) days, either approve the plan or explain in writing why the plan is not acceptable.

9.2.3.3 With approval of the appropriate administrator, a unit member may modify or amend his/her plan for scheduled on-campus activities at any time prior to completion of those scheduled on-campus activities. Should the appropriate administrator not approve the changes or amendments, the unit member may appeal to the Vice President of Instruction, whose decision shall be final.

9.2.3.4 A prorated number of flex staff development days shall be computed for adjunct unit members and instructors on reduced contract, partial contract, and sabbatical leave assignment. **Adjunct unit members are required to participate in at least one hour of flex activity per teaching unit each semester.**

9.2.3.5 Flex staff development days are regular duty days for unit members with all of the rights and responsibilities thereof.

9.3 Professional Growth and Development

9.3.1 All regular and contract unit members shall be entitled to \$150 per fiscal year to attend professional meetings, conferences, or other activities approved by the appropriate administrator which directly relate to the unit member's assignment. Absence reports are not required when attending events approved under 9.3.1.

9.3.2 With prior approval of the appropriate administrator, unit members may assign their conference funds to another unit member and the District may add to the fund.

9.3.3 At the end of each fiscal year, unused Professional Growth and Development funds shall be carried over for each unit member in the Division budget for allocation to Professional Growth and Development Funds activities defined in Section 9.3.1 for the next fiscal year.

9.3.4 Adjunct Professional Development

At the end of each academic year, the remaining professional development funds from any retiring or resigning contract/regular unit member shall be designated in each division for adjunct professional development. At the beginning of each academic year, the appropriate administrator will notify all adjuncts about the available funds and how to apply for them. In addition, a contract/regular faculty may designate any or all of his or her unused conference funds to the adjunct professional fund at any time by notifying the administrator in writing of the transfer request.

9.4 Unit Banking: The provisions of this Article are effective beginning the 2005-06 academic year.

9.4.1 Unit Banking Concept: The intent of unit banking is to allow a 100% full-time, tenured faculty member to accumulate earned leave. While the activities engaged in during the earned leave are entirely at the discretion of the employee, the leave is considered an opportunity for personal experimentation, renewal, and professional development that benefits the individual and ultimately his/her students.

9.4.2 Unit Banking Plan: Any 100% full-time, tenured member of the faculty who accepts an overload assignment (during Fall, Spring, Winter or Summer Sessions) may, subject to the conditions that are set forth in this article, opt to "bank" the overload teaching units to use toward future earned leave. The maximum of 6 units per year may be banked.

9.4.2.1 The faculty member will work together with the appropriate administrator to determine the feasibility of banking units for the department involved and to develop a plan indicating when units will be banked, when they will be applied toward a leave, and what preparations are necessary to ensure proper functioning of the educational program in the faculty member's absence. If the faculty member serves under more than one administrator, each of the administrators will participate in the planning process. The plan will be submitted to the appropriate Vice President for tentative approval to ensure coordination with other leaves, adherence to the intent

of this article, and resolution of any disputes. This plan may be revised upon mutual agreement of the faculty member and the Dean(s).

9.4.2.2 The request to bank units for a specific term must be submitted in writing by the unit member to the appropriate administrator prior to or during the development of the schedule for that term as per the Division scheduling deadlines.

9.4.3 Qualifying Activities: Most activities engaged in by 100% full-time, tenured faculty which result in extra pay at a unit rate, such as overload teaching, counseling, and program coordination, are eligible for unit banking. Activities not eligible for unit banking include those funded by external grants, curriculum development, special studies, and special projects.

9.4.4 Unit Banking Procedures:

9.4.4.1 No banked time will be earned for incomplete or canceled assignments.

9.4.4.2 Any under-loading of a faculty member's assignment in the previous academic year must be cleared before banking can occur.

9.4.4.3 The total number of banked units for a faculty member shall not exceed the amount needed to take one full semester of leave (15 units).

9.4.4.4 A faculty member may take a leave with accumulated banked units once every five (5) academic years.

9.4.4.5 Unit banking and Sabbatical leave may be combined but shall not exceed one year in length.

9.4.5 Status of Banked Units: The District shall establish an in-house account reserved for unit banking. All monies, which would otherwise be required to pay the faculty member for the overload assignment being banked, will be deposited in the account. Such funds will be held to hire necessary adjunct faculty during the time when the banked units are applied to an earned leave or when disbursement is required to the faculty or faculty member's estate.

9.4.5.1 If the District elects to not replace part or all of a faculty member's load while the faculty member is on leave, the District may withdraw the unneeded portion of funds from the account.

9.4.6 Approval Process To Use Banked Units: Requests to take leave with accumulated banked units must be submitted to the appropriate administrator by the end of the first week of classes in the semester prior to the leave. These requests will be granted by the appropriate administrator and appropriate Vice President only if the faculty member's program can operate satisfactorily in the faculty member's absence.

9.4.6.1 While on leave, the faculty member shall be paid according to the full-time salary schedule in effect at the time the leave is taken, or a percentage thereof if a partial leave is taken.

9.4.6.2 Employee and dependent benefits will continue in effect for the faculty member using earned leave and such leave will not be considered a break in service.

9.4.6.3 Once enrolled in the program, a faculty member may not withdraw the banked units and receive a cash payout, except in highly unusual emergency situations outlined in the pertinent Internal Revenue Service (IRS) regulations for early payout of deferred compensation. Banked units must be used within seven (7) years of the first semester of accumulation. Exceptions may be granted by the appropriate administrator(s) for unusual circumstances, such as unexpected exigencies experienced by the faculty member that prevent the taking of a leave as planned. In such a case, a new banking plan will be prepared that ensures taking the leave in a timely manner. If all or a portion of banked leave is not used, the

faculty member will receive monetary compensation at the rate of pay which was in effect for overload assignments at the time credit was earned and banked.

9.4.6.4 In the event of a faculty member's death, the value of accumulated units will be paid at the same rate as unused units to the estate of the deceased in the same manner as other compensation due to the employee.

9.4.6.5 Class cancellation: In the event of class cancellation, a faculty member with banked units may elect to use banked units to complete their contract.

Article 10

Leaves

10.1 General Provisions

- 10.1.1 All paid leaves granted pursuant to the provisions of this Article shall be credited as service for step advancement on the salary schedule, and to the extent permitted by law, shall be credited toward retirement in the same proportion as salary received.
- 10.1.2 The Board of Trustees may extend any leave granted pursuant to this Article.
- 10.1.3 Upon return from a leave granted pursuant to this Article, a bargaining unit member shall be assigned to an equivalent position for which the unit member is qualified. The District shall attempt to return the unit member to the same assignment held at the beginning of the leave if that assignment is available. Each unit member returning from leave may make other arrangements with the District either prior to the leave or prior to returning from the leave.
- 10.1.4 Leaves provided in this section apply to all contract and regular unit members in proportion to the number of teaching units for which they are employed. Adjunct members are entitled to the leaves provided in Sections 10.3, 10.4, 10.5, 10.6, 10.8, 10.9, and 10.14 in proportion to the number of teaching units for which they are employed, and to the leave in Section 10.2.2, at the rate defined in that section.
- 10.1.5 To the extent permitted by law, unit members on unpaid leaves may continue to participate in District-mandated health and welfare benefits (excluding State Teachers' Retirement System and income protection plans) by arranging with the District to pre-pay appropriate premiums for such health and welfare benefits to the District.

10.2 Personal Illness and Injury Leave

10.2.1 Regular and Contract Employees

Full-time regular and contract unit members shall be entitled to ten (10) days leave with full pay for each academic year of service for purposes of personal illness or injury and/or in the event a member of his/her immediate family (as defined in Section 10.4.2 herein), suffers from a catastrophic illness or injury. Regular and contract unit members who work less than full time shall be entitled to that ratio of the ten (10) days leave as their instructional assignment bears to a full-time assignment. ~~The District and CCFT will work during the summer of 2007 to revise Appendices A-D for the utilization of leave.~~

10.2.1.1 Children's Center Teachers

Children's Center Teachers shall be entitled to eleven (11) days leave with full pay for each academic year of service for purposes of personal illness or injury and/or in the event a member of his/her immediate family (as defined in Section 10.4.2 herein), suffers from a catastrophic illness or injury. Children's Center Teachers who work less than full time shall be entitled to that ratio of the eleven (11) days leave as their instructional assignment bears to a full-time assignment.

10.2.2 Adjunct Employees

Adjunct unit members shall be entitled to leave with full pay for purposes of personal injury or illness at the rate of one third (1/3) of a day per unit taught by the unit member per semester. Leave for adjunct unit members is deducted on a prorata basis, just as it is earned, for time missed due to personal illness or injury and/or in the event a member of his/her immediate family (as defined in Section 10.4.2 herein), suffers from a catastrophic illness or injury. ~~The District and CCFT will work during the summer of 2007 to revise Appendices A-D for the utilization of leave.~~

10.2.2.1 The District shall allow adjuncts to use their accumulated adjunct personal illness or injury leave without actually teaching the class if all of the following conditions exist:

1. The adjunct unit member must in fact be sick or ill and the District may confirm this fact by having the unit member examined by a physician of its choice and the leave will be granted only if the District's physician verified the illness.
2. The adjunct unit member's entitlement to such leave is limited to one term.
3. The unit member must have reemployment preference in the discipline for which leave is sought.
4. The adjunct faculty member shall be a faculty member in good standing at the college with satisfactory evaluations.
5. The adjunct faculty member shall submit his/her request for leave in writing on a form satisfactory to the District as soon as he/she is aware of the fact that he/she will require time off.
6. The leave will be considered a work assignment. The amount of leave granted per day will correspond to the assignment that would otherwise have been initiated and completed unless the unit member and the appropriate administrator agree in writing to a smaller load.
7. Donations for catastrophic leave, Article 10.14, are not permitted in this provision, Article 10.2.2.1.

10.2.3 Extended Illness and Injury Leave

Additional non-accumulated extended illness leave shall be available, provided that the provisions of Section 10.2.5 below are met. The total amount of extended leave shall not exceed five (5) months and ten (10) work days, when counting together all accumulated sick leave and extended illness leave. The amount deducted for extended leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute.

10.2.4 Accumulation of Leave

If a unit member does not utilize the full amount of leave as authorized in Section 10.2.1 and 10.2.2 above in any academic year, the amount not utilized shall be accumulated from year to year.

10.2.5 Verification of Illness or Injury

Upon request by District management, after six consecutive days of absence or upon evidence giving rise to a reasonable belief of abuse of sick leave, a unit member shall be required to present a certificate signed by an

appropriate certified medical authority verifying the illness or injury of the unit member and/or his/her immediate family member.

10.2.6

Notification of Absence

To permit the District time to secure substitute service, a unit member shall ~~inform~~ ~~notify~~ the District of an absence as soon as practicable prior to the start of the unit member's assignment. The absent unit member shall ~~first attempt to~~ notify the appropriate administrator **by contacting the Division office; a message shall be left when no one is available.** ~~If the unit member is unable to contact the administrator or Division office, the unit member shall telephone the District's absence notification central number and leave a message regarding the unit member's absence. Because the absence notification line is only monitored during regular office hours, a A unit member notifying the District of an absence after 5 p.m. for a class that evening should also call the Evening Administrator. The unit member shall furnish directions for a substitute.~~

10.2.7

Deduction from Leave

A unit member who misses any scheduled duties due to personal and/or immediate family member illness or injury shall have leave deducted from his/her accumulated leave in increments according to Appendix A ~~or B~~, where eight (8) hours deducted leave is equivalent to one day.

10.2.8

Notification of Return

A unit member shall make a reasonable attempt to notify the manager or designee of the unit member's intent to return or not to return the following day, prior to the end of the college business day.

10.2.9

Completion of Absence Forms

Each unit member shall complete the District absence form (Appendix C ~~or DA~~) and submit it to the appropriate administrator or designee upon return from an absence for illness or personal injury under Section 10.2. Whenever possible, unit members taking personal necessity leave under Section 10.3, or bereavement leave under Section 10.4, shall complete the absence form prior to the absence.

10.2.10

The District shall provide each member of the bargaining unit an Annual Statement of Accrued Sick Leave as of the end of an academic year on or before the first day of the next academic year.

10.3

Personal Necessity Leave

10.3.1

Leave which is credited under Sections 10.2.1 and 10.2.2 of this Article may be used at the unit member's election, for the purposes of personal necessity, provided that use of such personal necessity leave does not exceed six (6) days in any academic year.

10.3.2

For purposes of this provision, personal necessity shall be limited to:

- (a) Death or serious illness of a member the unit member's immediate family, as defined in Section 10.4.2 herein;
- (b) An accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family;
- (c) Illness or accident to the unit member's immediate family; and
- (d) Appointments for the purpose of conducting personal legal affairs or personal financial transactions that cannot be conducted outside of working hours;
- (e) The birth or adoption of a child; or

(f) Other personal necessities which are approved by the Dean or appropriate administrator, provided that under no circumstances shall leave be available for purposes of extending a holiday or vacation period or a recreational or social activity.

10.3.3 Except in cases of emergency, before the utilization of personal necessity leave, a unit member shall obtain prior written approval from the appropriate supervisor, except in cases (a), (b) or (c) in Section 10.3.2. Should the circumstances outlined in (a), (b) or (c) arise, the unit member shall make every effort to comply with District procedures to enable the District to secure substitute service.

10.3.4 Deduction from Leave

A unit member who misses any scheduled duties due to personal necessity shall have leave deducted from his/her accumulated leave in increments according to Appendix A ~~or B~~, where eight (8) hours deducted leave is equivalent to one day.

10.3.5 Completion of Absence Forms

Each unit member shall complete the District Absence Form (Appendix C ~~or DA~~) and submit it to the appropriate supervisor or designee upon return from an absence for personal necessity under Section 10.3.

10.4 Bereavement Leave

10.4.1 At the request of the employee, s/he will be granted up to five (5) days leave with full pay (according to ~~Appendices A&B~~ **Appendix A&B**) with no deduction from sick leave in the event of the death of any member of the employee's immediate family. Additional sick leave may be granted at the discretion of the appropriate administrator.

10.4.2 For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or principal domestic partner of the employee, and the spouse or principal domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, any relative living in the immediate household of the employee, or any person having a similar close relationship with the employee which the appropriate administrator may accept as qualifying for bereavement leave.

10.4.3 Additional leave with full compensation may be granted by the District in case of demonstrated need.

10.5 Individual Responsibility Leave

10.5.1 The District shall grant up to two (2) days Individual Responsibility Leave, without loss of salary or deduction from sick leave for the observance of major religious holidays of the unit member's faith or family responsibilities that cannot be scheduled outside working hours (including the birth or adoption of a child).

10.5.2 Deduction from Leave

A unit member who misses any scheduled duties due to Individual Responsibility Leave shall have leave deducted according to Appendix A ~~or B~~, where eight (8) hours deducted leave is equivalent to one day.

10.5.3 Accumulation of Individual Responsibility Leave

Individual Responsibility Leave shall not accumulate from year to year.

10.5.4 Before the utilization of Individual Responsibility Leave, except in cases of emergency, a unit member shall obtain prior written approval from the

appropriate supervisor. The unit member shall make every effort to comply with District procedures to enable the District to secure substitute service.

10.6 Leave for Pregnancy Disability

10.6.1 Unit members are entitled to use sick leave as set forth in Sections 10.2.1, 10.2.2, and 10.2.3 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

10.6.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Sections 10.2.1, 10.2.2 and 10.2.3 has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician.

10.7 Leave Without Pay for Child Bearing Preparation and Child Rearing

10.7.1 Upon request by the unit member and approval of the Governing Board, leave without pay or other benefits shall be granted to a unit member for preparation for child bearing and for child rearing. Use of child bearing preparation leave shall not preclude subsequent use of pregnancy disability leave.

10.7.2 The unit member shall request such leave as soon as practicable, but no less than sixty (60) calendar days prior to the date on which the leave is to begin, except in cases of emergencies. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

10.7.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made in consultation with the Superintendent/President or designee, taking into consideration the scheduling and replacement problems of the District and the needs and interests of the unit member.

10.7.4 The duration of such leave shall consist of no more than twelve (12) consecutive months. An extension of leave may be granted, not to exceed an additional twelve (12) months.

10.7.5 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on child bearing leave or leave for child rearing, unless the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.

10.7.6 If a unit member is on leave for child bearing preparation or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District shall assign the unit member to a position as soon as practicable.

10.8 Industrial Accident Leave

10.8.1 Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal injury or illness which has qualified for workers' compensation under the provisions of the State Workers' Compensation Insurance Program.

- 10.8.2 In any one fiscal year, allowable leave shall be for not less than sixty (60) days during which the College is required to be in session or when the employee would otherwise have been performing work for the District.
- 10.8.3 Pursuant to the statutory provisions of the state workers' compensation system, the District has the right to have the unit member examined by a physician designated by the District at the District's expense, to assist in determining the length of time the unit member will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury involved.
- 10.8.4 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him or her for the same illness or injury.
- 10.8.5 Allowable leave shall not accumulate from year to year.
- 10.8.6 Industrial accident or illness leave shall commence on the first day of absence.
- 10.8.7 For any days of absence from duty as a result of the same industrial accident, the unit member will receive a check from the appropriate insurance fund which would make the total compensation from both insurance and District sources equal 100% of the amount the unit member would have received as salary had there been no industrial illness or accident.
- 10.9 Judicial Leave
- 10.9.1 A unit member shall be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall submit a written notification to the appropriate supervisor as soon as the unit member is aware of a request for appearance.
- 10.9.2 The unit member, while serving on jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service, exclusive of any mileage reimbursement.
- 10.9.3 Paid judicial leave shall not be provided for unit members who serve as paid expert witnesses.
- 10.10 Exchange Teaching Leave
- 10.10.1 An exchange leave is a leave granted to permit an employee to serve as an exchange professional in any foreign country or in any state, territory, or possession of the United States.
- 10.10.2 Exchange leaves of absence may be granted by the Board of Trustees to unit members who meet the following requirements:
- (a) The unit member must have regular status in the District on the effective date of the leave; and
 - (b) An exchange agreement must be signed by the employees and the districts concerned.
- 10.10.3 The exchange is for one (1) year, unless extended for one (1) additional year by consent of the Governing Board and the unit member.
- 10.10.4 During the exchange leave, the unit member will be paid by the District at the unit member's regular rate of pay, and the other instructor will be paid by their educational institution.
- 10.10.5 At the completion of any exchange, the unit member shall return to duty in the District and shall serve full time for at least two (2) consecutive years before being eligible for another exchange assignment.

- 10.10.6 Credit for service on exchange leave counts toward advancement on the salary schedule as if such service were given in the District, provided that the unit member served the same number of days in the exchange position as would have been required to be served at the District.
- 10.10.7 Service on an exchange leave grants credit toward retirement. If retirement contributions are not deducted from compensation, the unit member must personally arrange for payment of required contributions.
- 10.10.8 If the unit member wishes to request an extension of the exchange leave, such request shall be made not later than two (2) months prior to the expiration of the leave.
- 10.11 Military Leave
 - 10.11.1 Military leave shall be provided in accordance with statutory provisions.
- 10.12 Family and Medical Leave Policy
 - 10.12.1 The District shall grant family care leaves in accordance with State and Federal laws and regulations (see Appendix X). Family care leave for the principal domestic partner is provided according to the conditions of coverage as established by the **Self-Insured Schools of California (SISC)**. ~~Santa Cruz County Schools Health Insurance Group.~~
- 10.13 Other Leaves Without Pay
 - 10.13.1 Upon recommendation of the Superintendent/President and approval by the Board of Trustees, leave without compensation, salary increment, tenure and professional development (sabbatical) leave credit may be granted to contract and regular unit members for a period of up to one (1) year. Upon approval of the District, such leave may be extended one (1) year. Unpaid leaves may include but are not limited to the following: (a) government or legislative service; (b) recuperation and rest; (c) travel, study, professional or education pursuits; (d) work experience; and (e) any other reason deemed sufficiently important by the District.
 - 10.13.2 The application for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office by the ninth (9th) week of the final semester of the leave as to an intent to return to the employment of the District.
 - 10.13.3 Approved leaves of a semester or less shall not constitute a break in service for the purpose of salary schedule advancement.
 - 10.13.4 Partial Unpaid Leave of Absence
 - 10.13.4.1 Regular unit members may take a partial unpaid leave by accepting less than a full-time assignment. In such leaves regular unit members shall continue to fulfill the appropriate pro rata share of regular full-time duties. Written request for such leave shall be submitted to the Superintendent/President three (3) months in advance. With the mutual consent of the District and the bargaining unit member, this time line may be waived. Partial unpaid leaves may be extended with District approval.
 - 10.13.4.2 Partial Unpaid Leaves of One Year or Less
A unit member on a partial unpaid leave of one (1) year or less may return to a full-time assignment at the beginning of a semester, provided that the District is notified prior to the preparation of the schedule for that semester, in no event less than three (3) months before the semester begins.

10.13.4.3 Partial Unpaid Leaves Exceeding One Year

A unit member who desires a partial leave for longer than one (1) year may pursue one of the following options:

10.13.4.3.1 If the unit member desires a reduced assignment for a specific period of time which exceeds one (1) year, prior to the beginning of the leave, the unit member and the District may mutually agree to the terms of the partial unpaid leave, including the length of the leave and the full-time assignment to which the unit member will return.

10.13.4.4 Unit members on partial unpaid leaves shall receive benefits on a pro rata basis of a full-time contract, or may receive full benefits by paying the difference.

10.13.4.5 Unit members on partial leave without pay shall receive personal illness, personal necessity, bereavement, and individual responsibility leaves on a pro rata basis of full-time contract.

10.14 Donations for Catastrophic Sick Leave

Definition: Any bargaining unit member may donate, in one (1) hour increments, accumulated and unused sick leave to another District employee when that District employee or a member of his/her family suffers from a catastrophic illness or injury, and that District employee has exhausted all fully paid leaves, as provided in this section.

10.14.1 Eligibility for Using Donated Time

- (a) The employee must have exhausted all accrued sick leave (Section 10.2.4).
- (b) The employee must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill family member, or due to a personal serious health condition. Family and Medical Leave Policy definitions as contained in Appendix X to the Agreement, shall apply to this section only. In addition, principal domestic partners shall qualify as family members for purposes of this section.

10.14.2 Employees donating sick leave must retain a minimum of eighty (80) hours of accrued sick leave. Recipients may neither accept nor use more than the number of hours needed to provide fully paid sick leave for 175 days. Recipient members must work for six (6) continuous months prior to renewed eligibility for further catastrophic illness contributions beyond 175 days.

10.14.3 Procedure for Donation of Hours

- (a) CCFT shall inform District employees on a case-by-case basis when the need for donated time arises.
- (b) CCFT shall be responsible for collecting donated time for CCFT bargaining unit members. Members shall authorize donations in writing, signed and dated.
- (c) CCFT shall compile the list of donated time in order of donations received and submit the list to the District along with supporting written authorizations. (Once the first round list is received by the District, no more donations will be added. In the event more donations

are needed, the process shall repeat itself, subject to Section 10.14.2 above.)

- (d) The District will deduct sick leave from donors, according to the list and credit it to the member on leave.
- (e) The total hours donated by each member shall be used before moving to the next donor on the list.
- (f) Donor members on the list whose hours were not used will have their original authorization forms returned to them as a confirmation that their donated hours were not used.
- (g) At the completion of the Catastrophic Leave, the District will return to CCFT the original list indicating which donor members' hours were used.

Article 11

Workload

In addition to the workload described pursuant to Article 11, all contract, temporary contract, and regular faculty members are expected to participate in professional responsibilities outside the classroom, such as attending division and department meetings, participating in program planning, participating on search and selection committees, serving on evaluation teams, and participating in college governance as needed. These requirements may be scheduled on any day considered to be part of the academic calendar (academic calendar defined in 1.4.7).

11.1 GENERAL PROVISIONS - CLASSROOM INSTRUCTORS

11.1.1 Class Size

The District will continue to follow past practice regarding maximum class size. When there is an inquiry regarding maximum class size, the District recognizes CCFT's right to have access to enrollment cap numbers for maximum class size for the previous three academic years. The District reserves the right to cancel any class that does not meet the minimum requirements.

11.1.2 Teaching Load - Contract or Regular

11.1.2.1 A standard full-time teaching load shall be thirty (30) teaching units per academic year as defined in Article 1.4.6. A unit member's load may range from twenty-nine (29) teaching units to thirty (30) teaching units per academic year and still be considered a full load. Overload and load reductions are based on 30 units per academic year.

11.1.2.1.1 Contract faculty may be assigned up to 6 teaching units of overload per semester.

11.1.2.1.2 Contract faculty may be assigned to work a maximum of fourteen and a half teaching units per academic year beyond the full time load required in Article 11 when:

11.1.2.1.2.1 Excess overload is generated by a large class size factor, or

11.1.2.1.2.2 Special circumstances are mutually agreed upon by the unit member and the Dean.

11.1.2.2 The standard full teaching load shall consist of two (2) semesters of thirteen (13) to seventeen (17) teaching units each.

11.1.2.3 No unit member shall teach less than thirteen (13) or more than seventeen (17) teaching units per semester except by mutual consent, or unless fewer than thirteen (13) teaching units are required to complete thirty (30) teaching units per year.

11.1.2.4 A unit member may meet part of her/his load by teaching during summer sessions or at any other time of the year whenever the CCFT and the District agree that such teaching is required by the needs of the particular program.

11.1.3 Office Hours

11.1.3.1 Definition

An office hour is defined as a fifty (50) minute period of time outside of a regularly scheduled teaching assignment when a unit member is required to be available for student consultation and

present in her/his office or in an instructional area; i.e., classroom or laboratory related to her/his teaching assignment.

11.1.3.2 Unit members shall schedule office hours with the concurrence of the Dean or appropriate supervisor.

11.1.3.3 Number of Hours

11.1.3.3.1 Except as noted below, a full-time contract/regular unit member shall schedule and hold five (5) office hours per week. These office hours shall total 250 minutes, at least one session each day during which a teaching assignment is scheduled for that employee. Each scheduled session must be held for a minimum of 25 minutes. Exceptions to the 25-minute minimum requirement can be requested for programmatic reasons and may be granted with the approval of the appropriate administrator. Office hours may not be scheduled during class breaks or during passing times as published in the schedule of classes. In the case where a contract/regular unit member is scheduled to teach less than five (5) days per week, the five required office hours per week shall be held over a minimum of four (4) days per week. In the case where a unit member teaches an evening class as part of his/her load on the same day as he/she teaches a day class, office hours shall be scheduled that are contiguous to both the day and evening offerings. Therefore, such a unit member may hold two office hours on one day, one near the daytime class(es) and the other near the evening class(es). Evening is defined as a class that starts at or after 5 p.m. A unit member who teaches an off-campus class as part of a regular load will hold an office hour contiguous to the off-campus offering. Pursuant to this article, faculty may not be required to hold an office hour five (5) days per week. However, contract/regular faculty must attend division, department and shared governance meetings which can be scheduled Monday through Friday.

11.1.3.3.2 Contract/regular and adjunct unit members who teach less than full-time shall schedule and hold the same ratio of office hours as their teaching assignment bears to a full time assignment. Faculty with non-teaching assignments are not required to hold office hours for those assignments.

11.1.3.3.3 Regular and contract unit members who receive an overload teaching assignment shall hold prorated office hours for that assignment in addition to the those required pursuant to Article 11.1.3.3.1.

11.1.3.4 Posting

All contract/regular and adjunct classroom instructors shall post their schedule of office hours electronically and on, or adjacent to, their office doors or in the division office. If unit members are not in their offices during office hours, they shall post where they will be in an instructional area. Once the teaching assignment has been determined for the next semester, each unit member's class and office hour schedule shall be submitted to the appropriate administrator no later than the first day of each term.

11.1.3.5 Rescheduling

With advance approval of the appropriate administrator, unit members may reschedule office hours as necessary. Such changes shall be posted on their office doors with their schedule of office hours, and a copy shall be given to the appropriate administrator.

11.1.4 No unit member shall be required to have fewer than twelve (12) hours from the end of one day's work to the beginning of the next.

11.1.5 Scheduling of classes

11.1.5.1 Each regular and contract unit member shall prepare a proposed schedule of her/his duties and classes for the upcoming semester in accordance with departmental decisions regarding offerings and schedules, and present it to her/his Program Chair by the announced deadline established by the division which will be communicated to faculty with as much lead time as possible. The schedule shall be in accordance with the standard workload provisions.

11.1.5.2 The appropriate administrator shall make the final schedule offerings and assignments after reviewing the proposed schedules.

11.1.5.3 In the event the appropriate administrator determines that a regular or contract unit member's proposed schedule must be modified, the appropriate administrator shall meet with the unit member and explain the modification. A new schedule for the unit member shall be worked out by the appropriate administrator.

11.2 Semester Load Factor

11.2.1 The "Semester Load Factor" establishes the relationship between teaching units and clock hours per week for given activities of unit members.

11.2.2 Semester Load Factor Table

11.2.2.1 Each hour of lecture, recitation or problem solving, or discussion:

1.00 Teaching Unit

11.2.2.2 Each hour of ECE practicum or workshop:

0.33 Teaching Unit

11.2.2.3 Each hour of physical education activity:

0.75 Teaching Unit

11.2.2.4 Each hour of scheduled laboratory instruction (excluding science labs as defined in Article 11.2.2.5) or studio art taught by the instructor:

0.75 Teaching Unit

11.2.2.5 Each hour of **scheduled** science lab classes as listed:

0.80 Teaching Unit

Anthropology 1L

Astronomy 8A, ~~8B, 8C~~, 9A, 9B, 9C

Biology 1A, 1B, 1C, 4, 5, 6, ~~7~~, 11A, 11B, 11C, 13AL, 21A

Chemistry 1A, 1B, 2, **2L**, 5, 10, 12AL, 12BL, 30A, 30B

Engineering **1A**, 15, 45 (~~3 lab hours each~~)

Environmental Science 10L

Geography 1L

Geology 10, 20

Horticulture 1A, 1B

Meteorology 1L

Oceanography 10

Physics 2A, 2B, 4A, 4B, 4C, 10L, 11

Psychology **2B**

11.2.2.6 Each hour of dental hygiene clinic:

0.80 Teaching Unit

11.2.2.7 Nursing Clinics 15, 25, 35, 45

One hour of nursing clinic per day

1.00 Teaching Unit.

All additional hours per hour

0.80 Teaching Unit

11.2.2.8 Composition Factor

~~The Curriculum Committee shall determine whether courses meet the criteria for the composition factor.~~ Each hour of

English composition class for ENGL ~~255, 100, 1A, 1AH,~~

1AMC, 1AMCH, 1B, 1BH, 1 BMC, 1BMCH, 1C, ~~1D~~, 2, 2H,

2MC, 2MCH, 12A-ZF, 14 A-ZF, 100, 255, ESL 203ES,

203UH, 204MS, 204WC and Spanish 5A and 5B requiring 6,000 or more written, corrected, original words in the class during the semester:

1.00 Teaching Unit.

In addition, 1 Teaching Unit per class if the class is

3 units or more.

11.2.2.8.1 The Curriculum Committee shall determine whether courses meet the criteria for the composition factor.

11.2.2.9 Each scheduled hour of rehearsal, lecture, or critique of performance in dance, theater arts, and music:

1.00 Teaching Unit

(No performance class may equal more than six (6) teaching units, regardless of the number of hours per week spent in rehearsal.)

11.2.2.9.1 Each scheduled arranged hour of music performance classes:

.25 Teaching Unit

11.2.2.10 Writing Factor

~~The Curriculum Committee shall determine whether courses meet the criteria for the writing factor.~~ Each hour of courses

requiring a minimum of 4,000 words of critical analytic written work per semester (essay examinations and/or major papers), assigned, read and evaluated by the unit member. The written work must be the primary mode for evaluating students' performance. Such courses shall be so designated in the ~~course schedule~~ *Cabrillo Schedule of Classes* and ~~college~~ *Cabrillo College eatalog* ~~Catalog~~. (See Appendix E—Writing Factor Program): **Courses listed in 11.2.2.8 are not eligible for the Writing Factor:**

1.25 Teaching Unit

Writing Factor classes:

~~ECE 31/131, 32~~

Anthropology 2, 6, 7, 8, ~~9A, 9B, 9C~~, 11, 16

ECE 31/131, 32

History 2A, 2B, 4A, **4AH, 4B, 4BH**, 14, **14H**, 15, 16C, 17A, **17AH, 17B, 17 BH**~~18A-B~~, 19A, **19B, 19C**, 20A-Z, 21A, **21AH, 21B, 21BH**, 24, ~~29A, 29B~~, 39A-Z, ~~39B~~

Philosophy ~~39A-Z~~, 49

Political Science 1, 5

11.2.2.10.1 The Curriculum Committee shall determine whether courses meet the criteria for the writing factor.

11.2.2.10.2 Courses listed in 11.2.2.8 are not eligible for the Writing Factor

11.2.2.11 Portfolio Evaluation and Norming

Unit members assigned to perform English 100 ~~and~~, 255 ~~and~~ 290 portfolio evaluation and norming shall be compensated for each hour of portfolio evaluation and norming at the rate of \$25.00 per hour. The unit member assigned to coordinate English 100 ~~and~~, 255 ~~and~~ 290 portfolio evaluation and norming shall be compensated \$250 per semester in addition to the \$25 per hour for portfolio evaluation and norming.

11.2.2.12 Each hour of art history lecture based on intensive use of slides:
1.25 Teaching Unit

"Slide-factor" classes are not eligible to receive the large class factor.

11.2.2.13 Large Class Factor

Each hour of a lecture class with sixty (60-89) students at census:

1.25 Teaching Unit

Each hour of lecture class with ninety (90-119) students at census:

1.50 Teaching Unit

Each hour of lecture class with 120-149 students at census:

1.75 Teaching Unit

Each hour of lecture class with 150 students at census:

2.0 Teaching Unit

“At census” refers to the actual census data provided to the state.

A unit member may agree to waive the class size factors in

11.2.2.13 of this article in return for the provision of mutually

agreed student assistance adequate to cover the increased burden of such classes.

11.2.2.14 Distance Education

11.2.2.14.1 ~~Telecourse:~~ A course taught with licensed broadcast video and associated material that may be supplemented with additional assignments created by the instructor. Faculty assigned to teach telecourses will receive the same faculty load credit as the faculty would receive if this course were taught in a traditional method. The maximum enrollment is 150. Faculty will be required to maintain regular effective contact with students. **Prior to their initial distance course assignment at Cabrillo, faculty are required to participate in an orientation organized by the distance Education Coordinator.**

11.2.2.14.2 ~~Interactive Video Course:~~ A course taught synchronously at different sites connected by electronic media through which students and instructor can communicate. The workload for interactive video courses will be the same as for courses taught in a regular classroom. **A regular or contract faculty member may teach up to sixty percent of their load online. Under special circumstances, and for a limited time period, the load limit may exceed sixty percent with prior approval from the unit Dean and Vice President of Instruction.**

11.2.2.14.3 **Regular Effective Contact with Students: The definition of regular effective contact includes regular and substantive student interaction with the instructor that is initiated by the instructor, and is included in the grade. Activities may include group or individual meetings, orientation and review sessions, supplemental seminar or study sessions, field trips, library workshops, telephone contact, online correspondence, voice mail, e-mail, or other activities. Regular effective contact is an academic and professional matter pursuant to Title 5, Section 53200.**

11.2.2.14.4 Online Course: A course primarily delivered online. The first time a unit member teaches a particular course online, the maximum class size for the online course will be 75% of the standard maximum class size established for the course. However, the maximum will not fall below 28 for any course unless the standard maximum is under 28, then the standard maximum will be used. This provision excludes courses involving on-site labs.

11.2.2.14.45 Office Hours: Unit members teaching distance education courses may elect to fulfill their office hour requirement for the distance education course in an alternative distance mode away from the office.

11.2.2.14.56 ~~Regular Effective Contact with Students: The definition of regular effective contact between instructor and students includes group or individual meetings, orientation and review sessions, supplemental seminar or study sessions, field trips, library workshops, telephone contact, correspondence, voice mail, e-mail, or other activities. Regular effective contact is an academic and professional matter pursuant to Title 5, Section 53200.~~ **Interactive Video Course: A course taught synchronously at different sites connected by electronic media through which students and instructor can communicate. The workload for interactive video courses will be the same as for courses taught in a regular classroom.**

11.2.2.15 Cross-Disciplinary Team-Taught Courses

A course taught by more than one instructor that combines at least two disciplines in one setting, explores a subject from a variety of views, and involves the work of at least two classroom instructors.

11.2.2.15.1 Each unit member teaching a linked course will receive the proportional amount of faculty load credit that the faculty would receive if this course were not taught as a linked course.

11.2.2.15.2 Each lecture hour of assigned attendance: 1/3 Teaching Unit. Each hour of assigned lab attendance: 1/4 Teaching Unit.

11.2.2.15.3 Coordination: 1 Teaching Unit to be shared between instructors team teaching.

11.2.2.16 Cross-Disciplinary Assignments Requiring Additional Work in Designated Learning Communities

Two or more linked courses in a learning community with overlapping themes and integrated content offered in the same semester with students required to enroll in each of the courses

11.2.2.16.1 As used in this Article, a “learning community” is a cohort of students who simultaneously enroll in two or more courses with overlapping/central themes involving integrated content, coordination of course content and materials in different disciplines with at least two (2) faculty members teaching. Approved learning communities are established by the administration and each approved program may have specific guidelines that faculty are expected to follow. For the purposes of this section only,

“disciplines” refer to program designators in the *Cabrillo Catalog & Schedule of Classes*, such as ENGL for English or READ for Reading. Faculty assigned to these linked courses/learning communities work together outside of class time to coordinate course materials, syllabi, assignments and exams. Faculty are required to meet prior to the start of the semester to plan their linked courses and coordinate their course materials, and to meet throughout the semester to discuss course and student progress including but not limited to assessment of grades, course and student progress, individual behavioral challenges, and early intervention strategies.

11.2.2.16.2 Each unit member teaching a linked course in a designated learning community will receive the same faculty load credit as the faculty would receive if this course were not taught as a linked course. In addition, one half (1/2) additional teaching unit per course linked will be given for coordination to be shared among instructors as determined by the instructors. If a faculty member in that learning community is teaching more than one course, the coordination units are only allocated for one of the courses they teach.

11.2.2.16.2.1 When there are cross-disciplinary teams with more than two faculty members in a learning community, the program will determine a formula for distributing the coordination units. Each fall faculty teaching in the program will approve the distribution formula for the following academic year.

11.2.2.17 Unit members approved to develop a cross-disciplinary course will be compensated one unit per approved instructor for one semester for the purpose of developing the approved course.

11.2.2.18 Credit by Exam: The faculty member of record for credit by exam will receive \$25 per student.

11.3 Special Load Factors

11.3.1 A regular load in physical education shall not consist of more than nine (9) classes.

11.3.2 The head coaches of football, men's basketball, and women's basketball, shall each receive nine (9) teaching units for such coaching.

11.3.3 Effective the 2010-11 academic year, head coaches and the contract/ regular assistant football coach will receive a stipend of \$1,170 per year. The stipend shall be increased each subsequent year by the percentage increased applied to the contract/regular salary schedule specified in Section 13.1.

11.4 Special Load Considerations

- 11.4.1 Art Studio
 Art studio classes shall each have a maximum enrollment of twenty-eight (28) students per class at registration, unless there are facility restrictions or limitations and/or where the class size would violate regulations affecting the safety of the staff or students. A unit member may, at his/her own discretion, add up to two (2) additional students.
- 11.4.2 English
 English classes shall have a maximum enrollment of thirty-four (34) students at registration. A unit member may, at his/her own discretion, add additional students up to 36 per class. The maximum enrollment in English classes in ENGL ~~255, 100, 1A, 1AH, 1AMC, 1AMCH, 1B, 1BH, 1BMC, 1BMCH, 1C, 1D, 2, 2H, 2MC, 2MCH, 100, 255~~, ESL 203ES, 203UH, 204MS, 204WC, shall be 29 students; a unit member may, at his/her own discretion, add additional students up to 31 per class.
- 11.4.3 Foreign Language
 Foreign language classes shall have a maximum enrollment of thirty (30) students per class at registration. A unit member may, at his/her own discretion, add up to two (2) additional students.
- 11.4.4 Special Studies
Upon approval by the appropriate administrator, A unit member may teach special studies, whether for individual students or for small groups, for which she/he assumes normal grading and record keeping responsibilities. ~~Compensation is based at the rate of one/fifteenth (1/15) of a teaching unit at the adjunct pay rate for each special studies student unit. Special studies student units may be cumulative summer, fall, and spring of one academic year. The instructor shall furnish a copy of the final grade sheet to the appropriate Dean by the published date that grades are due to Admissions and Records. Faculty shall complete a “Request for Special Studies” form during the first eight weeks of the fall and spring semesters or during the first week of summer session. The faculty member will designate whether the special studies units are part of a regular class or require extra pay. The instructor shall furnish a copy of the final grade sheet to the appropriate Dean by the published date that grades are due to Admissions and Records.~~
- 11.4.4.1 **If special studies units are part of a regular class assignment, there is no additional compensation.**
- 11.4.4.2 **If special studies units are not part of a regular class assignment, compensation is based at the rate of one/fifteenth (1/15) of a teaching unit at the adjunct pay rate for each completed special studies student unit. Special studies teaching units may be cumulative summer, fall, and spring of one academic year.**
- 11.4.5 Cooperative Work Experience
 A unit member teaching cooperative work experience shall be paid at the unit pay rate based on eight students equaling one lecture hour equivalency.
- 11.4.6 Library Courses--Library 10 and Library 15C only
 A unit member teaching a workbook-based library course shall be compensated at .8 teaching units for each section assigned.

- 11.4.6.1 For on-ground sections or online sections for which a majority of the content has been previously developed for shared use, of that .80TU, 75% will be allotted to desk time and 25% to grading time.
- 11.4.6.2 For all other online library sections (for which a majority of content has not been previously developed for shared use), of that .80 TU, 50% will be allotted to online work, 25% to desk time, and 25% to grading time.
- 11.4.7 Technology Curriculum Development
 - 11.4.7.1 Purpose: This section establishes a committee to compensate curriculum development in those disciplines requiring extensive revision due to ongoing upgrades in technology and software. Compensation will be a stipend.
 - 11.4.7.2 Process: Faculty submit a proposal to a committee defined by this section, following the criteria established by that committee. This committee will evaluate proposals and make compensation recommendations to the Vice President, Instruction.
 - 11.4.7.3 The Committee: This committee is comprised of two (2) administrators appointed by the Vice President, Instruction and two (2) faculty appointed by the Technology Committee. CCFT will be notified of the committee membership.
 - 11.4.7.4 Eligibility: Eligible faculty are those using technical applications as the basis for teaching courses in Computer and Information Systems, Computer Science, Digital Media, Engineering Technology, and Music Technology. Faculty from other disciplines in which software and technical applications are the basis for curriculum may also apply.
 - 11.4.7.5 Resources: \$15,000 is available annually for this purpose.
- 11.5 Academic Specialists
 - 11.5.1 Academic Specialists include Counselors, Librarians, Health Services Nurses, Academic Specialist Directors as defined in 11.5.6, and Other Academic Specialists as defined in Article 11.5.5.
 - 11.5.1.1 Hours/Teaching Units
Faculty employed as contract/regular Academic Specialists shall work thirty-six (36) hours per week, up to 5 hours of which may be scheduled for professional activities. Adjunct and overload assignments shall be based on teaching units. Each teaching unit (TU) is equal to two and two-fifths (2.4 hours) of work per week per semester. The conversion of teaching units to hours is specified in Appendix AA. Adjunct and overload Academic Specialist units shall be paid according to the Adjunct Academic Specialist salary schedule.
 - 11.5.1.2 Academic Specialists assigned to teach a standard scheduled class, as defined in Article 1, as part of the unit member's contract assignment shall receive one (1) hour of preparation time for each teaching unit of instruction.
 - 11.5.1.3 Academic Specialists shall post his/her work schedule adjacent to or on his/her office door.

11.5.1.4 Extended-Year Contracts

Extended-year contracts are limited to the following academic specialists assigned to accrediting agency-mandated year-round instructional programs, or district-mandated year-round student support programs, and required by the district to work additional days during the summer and/or winter sessions.

The following academic specialists will receive extended-year contracts for the following number of days:

Contract/regular faculty in Computer Technology Centers:

195 days

Solari, Watsonville

11.5.1.4.1 The extended-year contract calendar days must be submitted in writing annually by the academic specialists and authorized by the appropriate administrator.

11.5.2 Counselors

11.5.2.1 Description

Faculty employed as counselors in the Counseling ~~Division~~**Department**, EOPS and ~~Disabled Student Services~~, **DSPS** shall work thirty- six (36) hours per week; 31 hours of counseling plus five (5) additional scheduled hours for professional activities.

11.5.2.2 A counselor and the appropriate administrator may distribute duty days that are different from the normal 175-day calendar year.

11.5.2.3 ~~Except for voluntary overload, all contract regular counselors assigned to perform duties on any day in addition to the unit member's contract days of service, as provided in this contract, shall be compensated at the contract daily rate. The contract daily rate is determined by dividing the unit member's annual salary by one hundred seventy five (175).~~**185-Day Extended-Year**

Contracts for Counselors in the Counseling Department
Contract/regular counselors shall work 185-day contracts. Counselors hired prior to July 1, 2013, will have a one-time opportunity to opt out of the 185-day contract by notifying Human Resources in writing prior to August 15, 2013. 185-day contracts will consist of the normal academic year plus ten (10) additional days, to be scheduled as follows:

11.5.2.3.1 Early in the spring semester, the Counseling Director and Department will meet with the Dean to discuss program and scheduling needs for the upcoming year, to include weeks of services offered and number of counselors needed.

11.5.2.3.2 Once the program needs have been determined, each contract/regular unit member will be solicited by the Director or designee to submit their preferred assignment and any specific availability restrictions by the announced

deadline. The Director or designee will assign coverage based on program needs and by seniority. Remaining counseling needs will be met by way of voluntary redistribution on the part of contract/regular counselors, overload and adjunct assignments.

11.5.2.3.3 The appropriate administrator shall make the final assignments after reviewing the proposed schedules. Seniority and program needs will be primary considerations.

11.5.2.3.4 In the event the appropriate administrator determines that the contract/regular unit member's proposed schedule must be modified to meet program needs, the appropriate administrator shall meet with the unit member and explain the needed modification. A new schedule for the unit member will be developed by the appropriate administrator. Any changes to an assignment will be made at least a month prior to the assignment start date.

11.5.2.4 Categorically funded counselors may receive 185-day extended year contracts based on program needs, financial resources and with the approval of the appropriate administrator. Scheduling will take place in accordance with **11.5.2.3.**

11.5.2.5 Each counselor shall post his/her work schedule using the electronic scheduling system.

11.5.3 Librarians

Faculty employed as librarians shall work thirty- six (36) hours of library work per week.

11.5.4 Health Services Nurses

Faculty employed as nurses shall work thirty-six (36) hours per week.

11.5.5 Other Academic Specialists

Other Academic Specialists are faculty employed or reassigned by the District to provide instructional support one-on-one or in open learning labs such as Computing Center, Learning Skills, Reading Center, Stroke **and Disability Learning** Center, Writing Center, Music/Theater Arts Lab, Nursing Lab, ~~Language Lab~~, MESA, Integrated Learning Center, Math Learning Center, Physics/Engineering Learning Center, **CIS Data Center/Lab, STEM Center, Articulation, and ESL Lab.**

11.5.6 Academic Specialist Directors

Academic Specialist Directors provide faculty leadership in accordance with the job description provided in Appendix AA.1. **All Academic Specialist Directors must meet the minimum qualifications for faculty in at least one discipline they direct.**

11.5.6.1 Selection: An Academic Specialist Director may be hired at the discretion of the District through the external faculty search and selection process. A contract/regular faculty member may be selected as an Academic Specialist Director **through an internal**

process that includes by the appropriate administrator and **an election in which all faculty members of the program participate.** ~~the program faculty through an internal selection process.~~

11.5.6.2 Term: Subject to a satisfactory performance evaluation, Academic Specialist Directors may serve a term of three years and may serve multiple terms. The appropriate administrator may determine that an election is not needed in cases where the Academic Specialist Director has been hired through an external selection process.

11.5.6.1.1 Except for faculty specifically hired to direct a program, faculty who do not accept an assignment or do not continue as an Academic Specialist Director shall not suffer loss of status as a faculty member solely based on the decision not to accept or continue the Academic Specialist Director assignment.

11.5.6.2 Workload: a full load for an Academic Specialist Director is 36 hours/week and the director assignment may be a portion of those hours.

11.5.6.3 Stipend: The Director of Athletics will receive a stipend of \$4,686 per year. The resignation of the unit member in this position will terminate the stipend.

11.5.6.4 Extended Year Contracts
Academic Specialist Directors assigned to accrediting agency-mandated year-round instructional programs, or District-mandated year-round student support programs, and required by the District to work additional days during summer and/or winter sessions shall receive extended-year contracts for the following number of days:

Director of Athletics	195 days
Director of Basic Skills/Learning Communities	195 days
Director of Counseling	185 195 days
Director of Disabled Students' & Programs & Services	195 days
Director of Extended Opportunities Programs & Services	195 days
Director of Student Health Services	195 days
Director of Teaching Learning Center	195 days

11.5.6.5 Evaluation: Academic Specialist Directors shall be evaluated in accordance with Article 17.4.8.

11.5.7 See Appendix AA.4 for a list of Academic Specialist Director positions with additional compensation.

11.6 Instructional Support Faculty (ISF) and Special Projects Faculty

11.6.1 Instructional Support Faculty are employed or assigned by the District to provide non-teaching support of an instructional program or student service through programs such as the Gallery, Theater Sets, Cabrillo Stage, Puente, and RT Clinic. See Appendix AA.5 for ISF compensation.

11.6.2 Special projects are not to exceed two years.

11.6.3 Hours/Teaching Units

11.6.3.1 Faculty employed as contract/regular ISFs shall work thirty-six (36) hours per week. Adjunct and overload assignments shall be based on teaching units. Each teaching unit (TU) is equal to two and two-fifths (2.4) hours of work per week per semester. The conversion of teaching units to hours is specified in Appendix AA.

11.6.3.2 Reassigned Time

11.6.3.2.1 ISFs may be reassigned to said positions at the discretion of the District and are assigned duties in accordance with the needs of the District.

11.6.3.2.2 The number of teaching units is specified in Appendix AA.

11.6.3.2.2.1 Prior to the tenth week of each semester, the Vice President of Instruction will provide a written notice to the CCFT listing the employees and units reassigned ISF and special project duties in accordance with 11.6.1 and 11.6.2.

11.6.3.2.2.2 Grants: Due to the necessity of immediate response time required when writing grants, reassigned time associated with grants is outside the purview of this contract.

11.6.3.2.3 Any change in the compensation or working conditions, as specified in Appendix AA, will be negotiated by a committee of the VPI, one Dean, and two (2) CCFT representatives.

11.6.3.2.4 In the event that the District wishes to add or delete an ISF, or change the duties, compensation or working conditions of an ISF, as specified in Appendix AA, the VPI shall present a description of duties to the committee as specified in Article 11.6.3.2.3.

11.6.3.2.5 Reassigned time for contract/regular faculty shall be converted to the appropriate fraction of a full-time equivalent. If possible, the reassigned time plus the regular assignment shall equal a full-time assignment. If this cannot be accommodated, the reassigned time shall be averaged over two (2) consecutive semesters so that the number of hours reassigned and the classroom or non-classroom hours are adjusted to the nearest hour, which completes a full-time assignment for a one-year period.

- 11.6.4 ISFs assigned to teach a standard scheduled class, as defined in Article 1, as part of the unit member's contract assignment shall receive one (1) hour of preparation time for each teaching unit of instruction.
- 11.6.5 ISFs shall post his/her work schedule adjacent to or on his/her office door.
- 11.7 Children's Center Teachers
 - 11.7.1 Faculty employed as Children's Center teachers, paid according to the Children's Center Teachers Salary Schedule, shall work forty (40) hours per week.
- 11.8 Interns/Mentors
 - 11.8.1 Faculty interns shall be employed as adjunct faculty, shall meet the minimum qualifications as specified in Administrative Regulation 5105B, and shall serve under the supervision of a mentor and meet with the mentor as specified in Administrative Regulation 5105B.
 - 11.8.2 Faculty mentors shall be contract/regular faculty.
 - 11.8.2.1 Faculty mentors shall be identified on a volunteer basis only, in consultation with the Dean.
 - 11.8.2.2 Faculty mentors shall provide substantial in-class supervision and evaluation of the intern's teaching capabilities. This monitoring shall include, but is not limited to, making at least three (3) classroom visits to the intern's class each session, and reviewing the intern's course syllabus, reading lists and examinations. The mentor shall schedule at least one meeting per month with the intern to discuss progress.
 - 11.8.2.3 Faculty mentors shall have no other assigned duties during the time that the intern is teaching or rendering other service directly to students.
 - 11.8.2.4 Faculty mentors shall be compensated at the rate of \$400 per semester.
- 11.9 Program Chairs
 - 11.9.1 A Program Chair teaches in his/her assigned discipline, works with faculty to promote continuous improvement of the quality of instruction within the assigned program, and coordinates the responsibilities of the assigned program under the direction of the Dean or appropriate administrator. (Program Chair Job Description, Appendix AA)
 - 11.9.1.1 All Program Chairs must meet the minimum qualifications for faculty in at least one discipline they direct.
 - 11.9.1.2 In programs that have external accreditation regulations, the Program Chair must meet the qualification as required by the accrediting agency.
 - 11.9.1.3 Prior to the fifth week of each semester, the Vice Presidents, Instruction and Student Services will provide a written notice to the CCFT listing the employees and units assigned to each Program Chair position.
 - 11.9.2 Program: A program is one or more disciplines as defined within the organizational structures of Instruction and Student Services. All faculty members who teach or work within a program as an academic specialist or instructional support faculty shall be considered members of that program.
 - 11.9.3 Selection: A regular faculty member may be selected as Program Chair by

(a) **an election in which all faculty members of the program are eligible to participate** ~~the program faculty,~~ and (b) the appropriate administrator if the program faculty are unable to select a Program Chair. A Program Chair may be hired at the discretion of the District through the faculty search and selection process.

11.9.3.1 Except for faculty specifically hired to direct a program, faculty who decide not to accept or continue an assignment as Program Chair shall not suffer loss of status as a faculty member solely based on the decision not to accept or continue the Program Chair assignment.

11.9.4 Term: Subject to a satisfactory performance evaluation, Program Chairs may serve a term of three years and may serve multiple terms.

11.9.5 Compensation: The annual compensation for Program Chairs, including compensation for performing Program Chair duties during summer and winter sessions, is based on teaching units (TUs). Compensation for **the current** academic year ~~2007-08~~ is defined in the Program Chair Matrix in Appendix AA. Compensation for **each** academic years ~~2008-09 and 2009-10~~ will be recalculated in the spring prior to that academic year based on the Program Chair Compensation Criteria. No later than the beginning of week four (4) of the spring semester, CCFT will be given a draft of the Program Chair calculation for the following year. CCFT will review the calculations for accuracy and may recommend revision based on inaccuracy of data by the beginning of week seven (7) of the spring semester.

11.9.5.1 A Program Chair with assigned duties during winter and/or summer sessions may, by mutual written agreement with the appropriate administrator, receive or delegate pursuant to Article 11.9.5.3 summer and/or winter adjunct teaching unit compensation, taken from the annual Program Chair unit compensation as defined in Appendix AA.

11.9.5.2 Program Chairs are not required to hold office hours for the number of teaching units assigned as Program Chairs, however, they are expected to be available for consultation with faculty, staff, students, and administrators on a regular basis.

11.9.5.3 A Program Chair, with the mutual agreement of the appropriate administrator, may arrange to delegate some of the allocated annual teaching units to another faculty member in the program under the following conditions:

11.9.5.3.1 The Program Chair remains accountable for the responsibilities as outlined in the job description and will be evaluated as such.

11.9.5.3.2 The specific duties delegated and timelines for completion must be agreed to in writing by the faculty receiving the delegated teaching units.

11.9.5.3.3 The Program Chair must retain the largest percentage of the responsibilities and compensation.

11.9.6 Stipends

Effective with the 2007-08 academic year, each Program Chair will receive a stipend of \$500 per academic year, which may not be distributed among other faculty.

11.9.7 Extended-Year Contracts

Extended-year contracts are limited to the following Program Chair assigned to accrediting agency-mandated year-round instructional programs, or district-mandated year-round student support programs, and required by the district to work additional days during the summer.

The following Program Chair will receive an extended-year contract for the following number of days:

Radiology Technology 185 days

11.9.7.1 The extended-year contract calendar days must be submitted in writing annually by the Program Chair and authorized by the appropriate administrator.

11.9.7.2 All other Program Chairs with an extended year assignment shall be compensated at the adjunct salary schedule rate.

11.9.8 Evaluation: Program Chairs shall be evaluated on all faculty duties in accordance with Article 17, including Program Chair duties and responsibilities.

11.10 Adjunct Workload

An adjunct unit member's workload shall consist of no more than sixty seven percent (67%) of the standard full-time teaching load during the 175-day academic year (excluding summer and wintersession), which calculates to a total of 20 teaching units per academic year.

11.10.1 Professional Ancillary Activities

In accordance with Education Code section 87482.5 (c) (1), CCFT and the District agree that service in professional ancillary activities by unit members employed under this section, shall not be used for purposes of calculating eligibility for contract or regular status.

11.10.1.1 Professional ancillary activities include governance, staff development (except flex hours required according to Article 9.2), grant writing, advising student organizations, and union activity.

11.10.1.2 Teaching unit compensation for professional ancillary activities shall be counted toward eligibility for adjunct benefits as provided in Article 14.4.

11.10.1.3 CCFT will not pursue tenure claims on behalf of employees who accept professional ancillary activities assignments as defined herein.

11.10.2 Evaluator

An adjunct unit member who serves as an evaluator, per Article 17, shall be compensated for two hours at an hourly rate calculated on the basis of her/his placement on the salary schedule.

Article 12

Grievance Procedure

12.1 The CCFT and the District recognize that the prompt resolution of differences is essential to sound employer-employee relations. To this end, the following definitions and procedures are adopted.

12.2 Definitions

- 12.2.1 A "grievance" is defined as a formal written allegation by a grievant that a specific provision of this Agreement has been misinterpreted, misapplied or violated.
- 12.2.2 A "grievant" is any bargaining unit member adversely affected by an alleged violation of the specific provisions of this Agreement, or the CCFT. Unless CCFT is grieving Article 7 of this Agreement, the CCFT shall name a bargaining unit member or members for each grievance file.
- 12.2.3 For the purpose of the grievance procedure only, a "day" is any day, Monday through Friday, in which the administrative offices of the Cabrillo Community College District are open for business.
- 12.2.4 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.
- 12.2.5 A "CCFT representative" is designated by the CCFT to represent a grievant.
- 12.2.6 "Shall" is mandatory, "may" is permissive.
- 12.2.7 To "file" means to deliver personally or by certified mail return receipt requested. A document is "filed" on the day it is received.

12.3 General Provisions

- 12.3.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.
- 12.3.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. However, this provision shall not prohibit the appropriate filing of documents relating to disciplinary matters, unless the removal of such documents is ordered as part of any grievance settlement or arbitration award.
- 12.3.3 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 12.3.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled by the decision at the previous level and that the grievant waives the right to further appeal.
- 12.3.5 Failure of the District to adhere to the time deadlines at any level shall mean that the grievance is automatically moved to the next level.
- 12.3.6 By mutual agreement in writing, the grievant and the District may extend the time deadlines at any level.
- 12.3.7 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants. In any event, meetings shall not be scheduled so as to interfere with the CCFT representative's academic schedule unless mutually agreed

otherwise by the CCFT and the District. The CCFT representative shall be released from academic duties for meetings or hearings at Level III which conflict with her/his work schedule. If any grievance meeting or hearing must be scheduled during the work day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time necessary for the presentation of the grievance or testimony.

12.3.8 Either party to the grievance may be represented at any step of the grievance procedure by an individual of the party's choice; however, an agent of a nonexclusive representative group shall not act on behalf of or represent the grievant. The CCFT representative as defined in this Article may present the case for the grievant or respondent or serve as an advisor. A bargaining unit member designated by CCFT to represent a grievant shall receive reasonable release time as provided in Article 7.6 of this Agreement to attend grievance meetings and hearings provided for in the grievance procedure.

12.3.9 The grievant may elect to have the grievance adjusted without the intervention of the CCFT, so long as the adjustment is not inconsistent with the terms of this Agreement, and provided that the District shall not agree to a resolution of the grievance at levels one (1) and two (2) until the CCFT has received a copy of the grievance and the proposed resolution, and has been given reasonable opportunity to file a response.

12.3.10 If a grievance is filed at the end of the academic year, and if being left unresolved until the beginning of the subsequent academic year would result in harm to the grievant, then by mutual agreement, the time limits herein will be reduced so that the procedure will be exhausted as soon as practicable.

12.3.11 If the grievance involves action or inaction by an administrator above the grievant's immediate supervisor as defined above, the grievance may be filed in writing at Level II - Superintendent/President.

12.3.12 Grievances of a similar or like nature may be joined as a single grievance upon the written consent of the CCFT. The final decision shall be binding upon all parties to the consolidated grievance.

12.3.13 The day following an actual service of written decision by either of the parties shall be counted as DAY ONE for any deadline.

12.3.14 By mutual agreement, at any time prior to arbitration, the grievance may revert to a prior level for reconsideration.

12.3.15 The parties may mutually agree to utilize expedited arbitration procedures.

12.4 Informal Dispute Resolution

12.4.1 Prior to the filing of a Grievance, a unit member and his/her CCFT representative may seek to resolve the potential grievance with the appropriate administrator.

12.4.2 By mutual agreement in writing, the parties may agree to extend the thirty-day timeline for the filing of a Level I Grievance.

12.5 Grievance Procedure

At each level in the grievance procedure, the grievant must file the grievance and all related documents with the person involved at the appropriate level and with the

Director of Personnel and Human Resources. Grievances will be processed in accordance with the following procedures:

12.5.1 Level I - Formal Notification of Grievance

12.5.1.1 Any unit member who believes she/he has a grievance shall either present a formal grievance to the immediate supervisor in writing on the appropriate form, or attempt to resolve the grievance informally with the supervisor within thirty (30) days (excluding non-contractual days between semesters) after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. If the unit member attempts to resolve the grievance informally, the unit member shall have an additional ten (10) days (excluding non-contractual days between semesters), for a total of forty (40) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance, to present a formal grievance to the immediate supervisor in writing on the appropriate form. The administrator shall hold discussions and attempt to resolve the matter. This provision shall not be read to prohibit or in any way limit open discussion between a unit member and immediate supervisor regarding potential violations of the Collective Agreement. Nor shall this provision limit the right of a unit member to have CCFT representation during these open discussions regarding potential violations.

12.5.1.1.1 An informal attempt to resolve a grievance may be done in person or by other means of communication, and may be done by a representative of CCFT on the unit member's behalf. The unit member or her/his representative must clearly state that the meeting or communication is an informal attempt to resolve the grievance. Upon initiation of the informal process, the unit member shall notify the Director of Personnel & Human Resources that an informal attempt to resolve the grievance has been made; and the date the informal attempt to resolve the grievance was initiated.

12.5.1.2 If the formal grievance is first presented as a Level II grievance in accordance with 12.3.11 and is not an appeal to a Level I grievance, then the time lines are as with a Level I grievance, as defined in 12.5.1.1.

12.5.1.3 Failure of the unit member to meet the above timelines will render the grievance null and void.

- 12.5.1.4 The written information provided by the grievant shall include:
- (a) a description of the specific grounds of the grievance, including but not limited to names, dates, and places necessary for a complete understanding of the grievance,
 - (b) a listing of the provisions of this agreement which are alleged to have been violated,
 - (c) a listing of specific actions requested of the District which will remedy the grievance. Four (4) copies of the grievance form shall be completed by the grievant. The grievant shall submit one (1) copy to the appropriate administrator, one (1) copy to the Director of Personnel and Human Resources, one copy to the CCFT and retain the fourth copy.
- 12.5.1.5 The appropriate administrator shall communicate the decision on the grievance to the grievant, the Director of Personnel and Human Resources, and the CCFT Grievance Officer, in writing within fifteen (15) days after receiving the grievance.
- 12.5.1.6 Within the above time limits either party may request a personal conference.
- 12.5.2 Level II - Appeal to Superintendent/President
- 12.5.2.1 If the grievant is not satisfied with the decision at Level I, the grievant may within ten (10) days of the receipt of the decision at Level I appeal the decision on the appropriate form to the Superintendent/President. This statement shall include a copy of the original grievance and appeal, and a concise statement of the reasons for the appeal.
- 12.5.2.2 Within ten (10) days after receipt of the appeal, the Superintendent/President or designee shall schedule a conference with the grievant and other persons whose assistance to the Superintendent/President or designee is deemed necessary to adjust the grievance.
- 12.5.2.3 Within fifteen (15) days after the conference is held, the Superintendent/President or designee shall communicate in writing to the grievant and the grievant's immediate supervisor, the Director of Personnel and Human Resources, and the CCFT Grievance Officer, the decision and the reasons therefore.
- 12.5.3 Level III - Binding Arbitration
- 12.5.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision submit a request in writing to the CCFT for arbitration of the dispute. Within fifteen (15) days of the receipt of the grievant's request for arbitration, the CCFT shall inform the District of its intent as to whether or not the grievance will be arbitrated. The CCFT and the District may attempt to agree upon an arbitrator. If no agreement can be

reached, the CCFT and the District shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternatively strike names until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

12.5.3.2 The arbitrator shall, as soon as possible, hear evidence and tender a decision on the issue or issues submitted to her/him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

12.5.3.3 The District and the CCFT agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.

12.5.3.4 After hearing evidence and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties, her/his findings and award.

12.5.3.5 The award of the arbitrator shall be final and binding.

12.5.3.6 The fees and expenses of the arbitrator shall be shared equally by the District and the CCFT. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

12.5.3.7 Alleged violations of Article 5 (Non-discrimination) shall not be subject to the binding arbitration provisions of this Article. If the grievant is not satisfied with the decision at Level II of the grievance procedure, the grievant may appeal the decision to the Governing Board or pursue other remedies she/he may have before state or federal agencies or courts.

Article 13

Salary

13.1 Salary Schedules

~~The~~ During the 2007-08 fiscal year, the parties agree to reopen Article 13.1, Salary Schedules, to develop a **total** compensation plan for **2014-15 and 2015-16**. ~~2008-09 and 2009-10~~. **The intent is that CCFT receive a fair share of increased revenues to be allocated toward the faculty total compensation package of salary and benefits, with the goal of returning to and improving the salary schedules as quickly as possible. The following will be considered in determining the availability of new revenue for total compensation and to inform a “fair share” approach: state revenues, the Cabrillo base budget, CCFS-311 reports; the faculty obligation number (FON); allocation of teaching units; the 50% law; workload; and total faculty expenses, including salary, health and welfare benefits and professional growth & development for the current year and in the future, with a goal of increasing the percentage of the college budget spent on faculty salaries as a percentage of the budget.**

13.1.1 Contract/Regular Salary Schedule

13.1.1.1 The increase in the total compensation plan for the 2013-14 academic year will equal a 4% salary increase. The 4% increase will consist of ongoing and one-time increases in the total compensation package for faculty. Salary schedules are affected as follows:~~Effective the 2007-08 academic year, the parties agree to increase the Contract/Regular Salary Schedules by 1.2%. In addition, the salary schedule reflects the additional .8% salary increase from the contingency language in 2006-07.~~

~~Contract/Regular members will also receive a one-time stipend of \$150 in fall 2007 to offset health benefit costs.~~

13.1.1.2 The Contract/Regular Salary Schedules will increase by a minimum of one percent. The final calculation for this ongoing increase will be the percent of state funded COLA minus a percent amount that equals the District’s dollar contribution towards the increase from 2012-13 to 2013-14 of in the health and welfare benefits stipend. See Article 14 for details about this stipend. This salary increase will be ongoing in future years.

13.1.1.3 The District will increase the pro-rata pay for adjunct faculty (excluding academic specialist adjunct faculty) and overload pay from 63% to 64.5% of the Contract/Regular Faculty schedule. This increase is for 2013-14 and will be negotiated again for future years. (See 13.1.2.4 below)

13.1.1.4 The package includes a non-ongoing increase in Contract/Regular Schedules for the 2013-14 academic year that will be negotiated again for future years. This increase is found by making the final calculation of 4% minus the funded COLA minus a percent amount that equals the dollar cost of the pro rata increase as stated in 13.1.1.3.

13.1.1.4.1 If District earns ongoing restoration revenue of 1%

for the 2013-14 fiscal year, 1% of the non-ongoing pay increase will become ongoing.

13.1.1.1 13.1.1.5	Sample allocation formula (this is an approximate breakdown; final numbers to be determined):	
If COLA is	1.5%	2.0%
<i>Ongoing increases include:</i>		
Ongoing salary increase (all faculty)	1.0%	1.5%
Increase in benefits costs	0.5%	0.5%
<i>Not ongoing increases (to be negotiated again next year) include:</i>		
Pro rata increase from 63-64.5%	0.85%	0.85%
Non-ongoing salary increase	<u>1.65%</u>	<u>1.15%</u>
TOTAL (ongoing and not ongoing)	4.0%	4.0%

~~13.1.1.2~~13.1.1.6 Unit members will receive Step and Column advancement according to the provisions of this contract, and the previous year's salary schedule will be used to calculate compensation during the annual negotiation process.

13.1.2 Adjunct and Academic Specialist Salary Schedules Parity Goal

13.1.2.1 The parties agree to the principle of equal pay for equal work regarding the salary schedules for adjunct faculty and full-time Contract/Regular faculty. The parity definition of adjunct salary is defined as 100% of that portion of a full-time faculty workload performed by an adjunct faculty member.

13.1.2.1.1 The parties agree to the following goals in this order: Goal (1) That Step 1 through Step 12 and all columns of the Adjunct Faculty Salary Schedule be calculated to equal no less than 60% of the Contract/Regular Faculty Salary Schedule, and the Academic Specialist Salary Schedule equal no less than 80% of the Contract/Regular Faculty Salary Schedule (Appendix G.1 and G.2). Once Goal 1 has been achieved, then Goal (2) To equalize the Adjunct Faculty Salary Schedule and the Adjunct Academic Specialist Salary Schedule, up to and including Step 12, by bringing the Adjunct Faculty Salary Schedule up to 80% of the Contract/Regular Salary Schedule. Once Goal (2) has been achieved, then Goal (3) To negotiate an agreement which increases the steps for adjunct faculty beyond Step 12.

13.1.2.2 Unit members will receive Step and Column advancement according to the provisions of this contract, and the previous year's salary schedule will be used to calculate compensation during the annual negotiations process.

13.1.2.3 State funds received during the life of this contract for part-time faculty compensation will be applied towards the parity goal as specified in Article 13.1.2.

13.1.2.4 Adjunct Salary Schedule

13.1.2.4.1 The adjunct salary schedule shall have the same number of steps and columns as the full-time salary schedule.

13.1.2.4.2 Effective the 2007-08 academic year, the salary paid per teaching unit on the adjunct salary schedule shall be calculated by taking the corresponding annual salary from the Contract/Regular salary schedule, dividing that number by thirty (30) and taking sixty three percent (63%) of the result.

13.1.2.4.3 For the 2013-14 academic year, the salary paid per teaching unit on the adjunct salary schedule shall be calculated by taking the corresponding annual salary from the Contract/Regular salary schedule, dividing that number by thirty (30) and taking sixty four and a half percent (64.5%) of the result. This will be negotiated again for future years.

13.1.2.4.4 Adjunct unit members who qualify for Class 6 and hold a Doctorate or approved Master of Fine Arts Degree (Section 13.4.2) shall receive a prorated doctoral stipend per unit of compensation, calculated by taking the Contract/Regular Doctorate stipend, dividing that number by thirty (30) and taking 63% of the result.

13.1.2.5 Academic Specialist Adjunct Salary Schedule

13.1.2.5.1 The Academic Specialist adjunct salary schedule shall have the same number of steps and columns as the full-time salary schedule.

13.1.2.5.2 The salary paid per teaching unit on the Academic Specialist adjunct salary schedule shall be calculated by taking the corresponding annual salary from the Contract/Regular salary schedule, dividing that number by thirty (30) and taking eighty percent (80%) of the result.

13.1.2.5.3 Academic Specialist adjunct unit members who qualify for Class 6 and hold a Doctorate or approved Master of Fine Arts Degree (Section 13.4.2) shall receive a prorated doctoral stipend per unit of compensation, calculated by taking the Contract/Regular Doctorate stipend, dividing that number by thirty (30) and taking 80% of the result.

13.1.3 Children's Center Teacher Salary Schedule

13.1.3.1 Salary Schedule Increases

13.1.3.1.1 Increases in the Contract/Regular salary schedule (section 13.1.1) shall be reflected by the same percentage increase in the Children's Center Teacher Salary Schedules.

13.1.3.2 The Children's Center Teacher Salary Schedule is for 190 contract days.

13.1.3.3 Initial Salary Placement

Initial salary placement shall be according to Article 13.2.

13.1.3.4 Step Advancement

Step advancement shall be according to Article 13.3.

13.2 Initial Salary Placement

- 13.2.1 Step placement shall be based on in-district teaching service rendered and credit for out-of-district teaching experience granted at the time of initial employment, or applicable work experience directly related to the teaching assignment granted at the time of initial employment.
- 13.2.2 Occupational experience directly related to the unit member's teaching assignment in the District will be credited as follows: for each two (2) years of previous related occupational experience, one (1) step advancement will be granted to the maximum credit as defined within Section 13.2.3. The experience must be beyond the occupational experience needed to satisfy the minimum qualifications.
- 13.2.3 Unit members hired as a Contract/Regular employee shall receive one step advancement for each year of teaching experience, provided each year of teaching was on a full-time basis for seventy-five percent (75%) or more of an academic year. The maximum credit a unit member may initially receive is eight (8) years, placed at Step 9. Effective 2007-08, if a contract employee has taught the previous year at Cabrillo College with a seventy-five percent or more temporary contract at the maximum initial step on the salary schedule, the unit member will receive one additional step advancement beyond the initial maximum salary placement. Adjunct unit members shall receive one step advancement on the adjunct salary schedule for each two (2) semesters of teaching experience to a maximum of eight (8) years to be placed at the ninth (9) step.
- 13.2.4 Credit for active, full-time military service will be granted on the basis of one step for twelve (12) to twenty-three (23) months duty time and two (2) steps for twenty-four (24) or more months duty time, towards the maximum credit as defined within Section 13.2.3.
- 13.2.5 Unit members with no previous experience will be placed at Step 1.
- 13.2.6 All new contract, regular and adjunct unit members will be evaluated and notified in writing of their initial placement on the salary schedule, within thirty (30) days of the beginning of their assignment. Permanent placement will be contingent upon submission of required records and documents within ninety (90) days of employment. Changes made in salary placement as a result of documentation submitted after the permanent evaluation will be effective the beginning of the fall semester of the following year, or effective at the beginning of the following semester for adjunct faculty.
- 13.2.7 Graduate or upper division coursework earned subsequent to attainment of a Master's Degree in a regionally accredited college or university will be credited for salary schedule class/column purposes. With the approval of the supervising vice president, lower division course work earned in a regionally accredited college or university subsequent to attainment of a Master's degree that is related to the unit member's assignment will be accepted.

13.3 Step Advancement and Career Increments

- 13.3.1 Contract and regular unit members with an assignment of 60% or more shall receive one step advancement, in the fall semester only, within the appropriate class upon satisfactory completion of at least seventy-five percent (75%) of the number of days of required service including days of paid leave and professional development in the preceding year or in two semesters until the maximum step allowed has been reached.

- 13.3.1.1 Contract and regular unit members with assignments of less than 60% shall receive one step advancement every two years.
- 13.3.2 Adjunct unit members shall receive one step advancement within the appropriate class in the adjunct salary schedule, for each two terms of service to the District(fall, winter, spring, summer). Only one step may be achieved per academic year.
- 13.4 Placement in salary schedule class (column)
 - 13.4.1 Unit members shall be assigned a class (column) on the salary schedule(s) in accordance with the classification requirements defined herein below:
 - 13.4.1.1 Class 1 - BA, or specific minimum qualifications in a discipline where minimum qualifications do not include a Master's degree.
 - 13.4.1.2 Class 2 - MA or MS required
 - 13.4.1.3 Class 3 - MA/MS with a Bachelor's plus 45 units
 - 13.4.1.4 Class 4 - MA/MS with a Bachelor's plus 60 units
 - 13.4.1.5 Class 5 - MA/MS with a Bachelor's plus 75 units
 - 13.4.1.6 Class 6 - Doctorate Degree or MA/MS with a Bachelor's plus 90 units
 - 13.4.1.6.1 When faculty are hired by the District and (1) have completed a Bachelor's degree but (2) do not possess a Master's degree and (3) are currently enrolled in a doctorate program and (4) have successfully completed a minimum of (30) graduate level semester units, the faculty member will be eligible to receive an initial salary placement in Class 2 through 6. Initial salary placement is based on the completion of upper division or graduate course work earned subsequent to attainment of a Bachelor's degree in a regularly accredited college or university for salary schedule class purposes.
 - 13.4.1.6.2 Faculty must submit original transcripts and documents in accordance with the District's practice.
 - 13.4.1.6.3 The equivalency process to determine minimum qualifications of a faculty member is separate and distinct from the salary placement process defined in 13.4.1.6.1.
 - 13.4.2 The doctoral stipend shall be granted to contract and regular unit members who qualify for Class 6 and hold an earned doctorate degree.
 - 13.4.2.1 The doctoral stipend shall be granted to contract and regular unit members who qualify for Class 6 and hold a Master of Fine Arts Degree in the Visual or Performing Arts from a professional school or university accredited by the National Association of Schools of Arts and Design, Music, Dance, or Theatre Arts. The MFA for Visual or Performing Arts has been determined to be equivalent to a doctorate degree. For a Master of Fine Arts in other disciplines to qualify for the doctoral stipend, the MFA degree must be determined to be equivalent to a doctorate by an appropriate accrediting organization, the Dean, and the Vice President of Instruction.
- 13.5 Professional Improvement and Work Experience Credits

13.5.1 Graduate or upper division course work earned subsequent to attainment of a Master's Degree in a regularly accredited college or university shall be credited for salary schedule class/column purposes. Lower division course work related to the unit member's assignment may be accepted in accordance with 13.5.1.1 below. Honorary degrees are not acceptable for placement and/or advancement on the salary schedule. Units which are not accepted for credit by the institution where such courses were taken will not be acceptable for placement and/or advancement on the salary schedule. Coursework is credited in semester units. A quarter unit equals two thirds (2/3) of a semester unit.

13.5.1.1 Approval of Lower Division Course Work

13.5.1.1.1 Faculty seeking approval of lower division course work must apply in writing to the Vice President of Instruction. The proposal will list the course(s) the faculty member is taking and why the courses are relevant to the assignment.

13.5.1.1.1.1 If approval is sought prior to the commencement of the assignment, the faculty member shall request approval at least 30 days in advance.

13.5.1.1.1.2 Approval may be sought up to within one year of completion of the course.

13.5.1.1.2 A committee composed of the Vice President of Instruction or designee and two faculty members, one selected by Faculty Senate and one selected by CCFT, will meet no less than once a semester to review these proposals.

13.5.1.1.3 Lower division courses should be taken for professional development relevant to the assignment rather than for personal enrichment. In general, technological skills and language acquisition are the most relevant lower division courses for this purpose.

13.5.2 Unit Credit for Activities Other Than College Classes

13.5.2.1 Alternative methods of unit credit are available to unit members. Unit members may earn up to twelve (12) alternative units in each class. Such units must be approved by the Sabbatical Leave Review Board.

13.5.2.2 Application: Alternative Credit applications must be submitted to the Instruction Office for consideration by the Sabbatical Leave Review Board within one year of the completion of the Alternative Credit Project. Applications will be considered once a semester. Credit will be granted only with approval of the application by the Sabbatical Leave Review Board. Completed documentation must be submitted to the Instruction Office. The Vice President of Instruction will certify completion and forward to the Human Resources Office. (see Appendix S).

13.5.2.3 Equivalency: Forty-eight hours of work in any of the following activities is equivalent to one unit of credit on the salary schedule. The hours of all completed activities may be accumulated

towards the 48 hours necessary for 1 unit.

13.5.2.3.1 Occupational/Technical Development: A faculty member observes, studies, evaluates, or works on a special area in her/his field, or trains with a mentor in his/her field including continuing education courses and related projects. The faculty member must demonstrate that such work is related to the person's assignment and is not available through college credit.

13.5.2.3.2 Publications, Performances, Exhibits, or Demonstrations: The work must give evidence of the instructor's professional growth and must enhance or augment an instructor's professional growth and must enhance or augment an instructor's knowledge and understanding in subjects.

- 13.6 Only one advancement in salary class may be achieved per year, and the unit member requesting a change must submit all relevant degrees, transcripts and documents to the Human Resources Department no later than November 1 of the year in which the salary class change is requested. A unit member may advance as many classes in a year as the earned credit allows.
- 13.7 A unit member who conducts an authorized field/travel study shall be compensated at the adjunct salary schedule rate.
- 13.8 A unit member teaching a field course shall be compensated for field expenses at the rate of \$50.00 for each week spent in the field. Transportation shall be reimbursed at the prevailing District rate.
- 13.9 Public Safety Special Lecturer
Shall meet the minimum qualifications of an instructor in the public safety program and possess specific knowledge and/or certifications required to teach a specific subject in public safety. Compensation for public safety special lecturer shall be \$50 per hour. Lecturers must be evaluated within each assignment. Lecturer shall be responsible for classroom instruction during a specified portion of a class but shall not be responsible for overall course planning, assignments or final grading.
- 13.10 Substitute Teaching Compensation
Substitute teachers shall be compensated for each hour of such teaching at the rate of \$37.50 per hour. See Article 16.7 regarding adjunct faculty workload.
- 13.11 Credit by Exam
The faculty member of record for credit by exam will receive \$25 per student. (Article 11.2.2.17)
- 13.12 STRS, Employee Contribution
In September 1989, unit members contributing to STRS voted to approve the "Employer Pickup" option covered by the Internal Revenue Code Section 414(h)(2). This program provides that employee contributions to STRS are nontaxable. Contributions are considered part of the employee's compensation for everything except tax treatment. The effective date of this program was January 2, 1990.
- 13.13 Number of pay checks
The District shall provide Contract/Regular unit members with ~~the option of receiving their pay in either 10 or 12 equal distribution periods~~ **paychecks per academic year.**

13.14 Direct Deposit

13.14.1 All Contract/Regular members shall have the option of direct deposit of their paychecks to the commercial bank of their choice.

13.14.2 Effective fall 2010, adjunct unit members shall have the option of direct deposit based on the following:

13.14.2.1 The adjunct unit member has worked a minimum of four consecutive semesters.

13.14.2.2 The adjunct unit member must sign a repayment agreement in the event of overpayment.

13.15 Faculty Privileges: Parking, Events, and Mileage

13.15.1 Unit members shall receive one staff parking permit per year or a bus pass without charge.

13.15.2 Unit members shall, upon request, be provided with a pass good for free admission to college-sponsored, regular season, athletic events.

13.15.3 Unit members who are assigned to off-campus work sites may at their discretion submit mileage reimbursements for travel between assigned work sites at the prevailing District rate.

Article 14
Health and Welfare Insurance Coverage

14.1 Insurance Coverage: Contract/Regular Unit Members

14.1.1 The District agrees to make available medical, dental, life insurance, and long-term disability insurance as defined in Article 14.3 and shall provide to contract/regular bargaining unit members on a yearly basis, information describing the current features of these insurance offerings. **The District and CCFT acknowledge that increases to the District-paid insurance stipend as set forth in Section 14.2 Article 14 are part of the total compensation paid to unit members. ~~that would normally be funded by increases in the type of ongoing unrestricted revenue from the state that is appropriate to support ongoing expenditures, such as a cost of living adjustment (COLA). Therefore, when such increased funding is received, or conversely, if the District revenues are flat or declining, it is appropriate for either party to propose, as part of total compensation negotiations, changes in District and/or employee contributions toward the cost of health and welfare benefits.~~**

a. 14.1.2 All insurance programs are subject to carrier requirements for eligibility enrollment and processing of claims. The District is a member of the Self-Insured Schools of California (SISC)(JPA), which provides the medical insurance. A unit member may secure more insurance than his/her stipend covers by authorizing a salary deduction to cover the added premium cost.

14.2 District Paid Insurance Stipend:

14.2.1 The District and CCFT agree that unit members and the District equally share responsibility for increases in the health and welfare insurance premiums as set forth below.

14.2.2 Cost sharing model: The District stipend ~~provided in Section 14.2.1~~ for contract/regular unit members includes medical, dental, life and disability insurance coverage.

14.2.2.1 The District base stipend will increase to cover 50% of the increase in costs for the HMO plan (25-500), dental, life, and disability insurance coverage (see Appendix F).

14.2.2.2 Regular or contract unit members working partial assignments shall receive a pro rata stipend based on the percentage of their assignment.

14.2.2.3 The benefits stipend for adjunct unit members will continue to increase by the same percentage as the employee-only benefits stipend for contract regular faculty (Section 14.4.6). For 2013-14, the adjunct benefit stipend shall increase from \$6,579.13 to \$6,853.28. Side Letter of Agreement 2012-13.4 will be effective throughout the duration of this cost-sharing agreement.

14.2.13 ~~Medical Coverage for Employee Only:~~ The District shall provide full-time regular and contract unit members with medical coverage for employee only, a benefits stipend for medical, dental, life insurance and disability insurance, up to ~~\$7,832.529,621.21~~ per year, calculated based on their assignment status and paid on a monthly basis as follows:

14.2.13.1 Ten months assignment: ~~\$783.25962.12~~ monthly (\$~~7,832.529,621.21~~ annually).

- 14.2.13.2 Regular or contract unit members working partial assignments shall receive a pro rata stipend based on the percentage of their assignment.
- 14.2.13.3 The stipend provided in Section 14.2.12 shall be increased during the life of this contract if necessary to equal the rates for single employee enrolled in the ~~least expensive~~ **HMO plan (25-500)** and dental insurance (Section 14.3.2), and employee participation in life insurance (Section 14.3.3) and disability insurance (Section 14.3.4).
- ~~14.2.24~~ Medical Coverage for Employee Plus One Dependent: The District shall provide full-time regular and contract unit members with employee plus one dependent in medical coverage, a benefits stipend for medical, dental, life insurance and disability insurance, up to ~~\$14,999.88~~ **18,454.26** per year, calculated based on their assignment status and paid on a monthly basis as follows:
- 14.2.24.1 Ten months assignment: ~~\$1,499.99~~ **1,845.43** monthly (~~\$14,999.88~~ **18,454.26** annually).
- 14.2.24.2 Regular or contract unit members working partial assignments shall receive a pro rata stipend based on the percentage of their assignment.
- 14.2.24.3 The stipend provided in Section 14.2.2 shall be increased during the life of this contract if necessary to equal the rates for employee plus one dependent enrolled in the ~~least expensive~~ **HMO plan (25-500)** and dental insurance (Section 14.3.2), and employee participation in life insurance (Section 14.3.3) and disability insurance (Section 14.3.4).
- ~~14.2.35~~ Medical Coverage for Employee Plus Two Dependents: The District shall provide full-time regular and contract unit members with employee plus two dependents in medical coverage a benefits stipend for medical, dental, life insurance and disability insurance up to ~~\$20,686.32~~ **25,772.85** per year, calculated based on their assignment status and paid on a monthly basis as follows:
- 14.2.35.1 Ten months assignment: ~~\$2,068.63~~ **2,577.29** monthly (~~\$20,686.32~~ **25,772.85** annually).
- 14.2.35.2 Regular or contract unit members working partial assignments shall receive a pro-rata stipend based on the percentage of their assignment.
- 14.2.35.3 The stipend provided in Section 14.2.3-2 shall be increased during the life of this contract if necessary to equal the rates for employee plus two dependent enrolled in the ~~least expensive~~ **HMO plan (25-500)** and dental insurance (Section 14.3.2), and employee participation in life insurance (Section 14.3.3) and disability insurance (Section 14.3.4).
- ~~14.2.46~~ Utilization of Insurance Stipend: Subject to all other eligibility requirements contained in this Article, the District-paid insurance stipend may be utilized by unit members as follows:
- 14.2.46.1 Full-time Regular and Contract Unit Members Hired On or Before August 12, 1996 date: These unit members shall utilize whatever portion of the stipend is necessary to purchase required coverage in insurance programs provided in section 14.3 and, at the option of the

unit member, to purchase additional coverage in those insurance programs. The balance of the stipend, if any remains, may be received directly by the unit member as compensation.

14.2.46.2

Full-time Regular and Contract Unit Members Hired After August 12, 1996 date: These unit members shall utilize whatever portion of the stipend is necessary to purchase required coverage in insurance programs provided in section 14.3 and, at the option of the unit member, to purchase additional coverage in those insurance programs. The unit members shall not be entitled to receive as compensation any unused portion of the stipend.

14.3 Insurance Programs: Contract/Regular Unit Members

14.3.1 Medical Insurance

It is mandatory that each contract regular unit member eligible for medical benefits must enroll individually in one of the medical plans listed below. Participation is voluntary for dependents, including a principle domestic partner. If medical insurance is declined initially for the unit member's dependents, ~~then any subsequent enrollment shall be subject to evidence of insurability of that unit member's dependents~~ **dependents may be added during an open enrollment period or if they have a qualifying event.** The following plans are effective **through September 30, 2013** ~~unit member shall select from the following:~~

- (a) Blue Shield ~~High Option~~ PPO Plan (90%)
- (b) Blue Shield ~~Medium Option~~ PPO Plan (80%)
- (c) Blue Shield ~~Low Option~~ PPO Plan (high deductible plan)
- (d) Blue Shield HMO ~~High Option~~ Plan (10-0)
- (e) Blue Shield HMO ~~Low Option~~ Plan (25-500)

Medical plans effective October 1, 2013 will be included in a Side Letter. ~~2013-14.x~~

14.3.2 Dental Insurance

It is mandatory that each contract regular unit member eligible for dental benefits must enroll individually in the Delta Dental Plan with \$2,000 maximum benefit. Participation is voluntary for dependents. Dependents ~~who have not previously been withdrawn from the plan~~ may be added during an "open enrollment" period; **or if they have a qualifying event** ~~which will be available for one month each year.~~

14.3.3 Life Insurance

Participation in the approved plan is mandatory for the unit member.

14.3.4 Disability Insurance

Participation in the disability insurance provided by The Hartford is mandatory for the unit member.

14.3.5 IRS 125 for dependent care and health care

The District shall offer, for eligible unit members, a three-level IRS 125 plan. Any change of administrator for the IRS 125 plan will be mutually agreed upon by the District and the CCFT.

14.4 Insurance Coverage: Adjunct Unit Members

14.4.1 Initial Eligibility

Initial eligibility for a District-paid benefit stipend for medical and dental insurance is established at the end of two (2) consecutive academic years, including work done as a temporary contract or emergency hire, during which the member worked

15 or more teaching units in the academic year; summer sessions preceding the academic year, fall, winter and spring of the academic year. At the end of this two-year period, the unit member is eligible for benefits the following academic year. Once initial eligibility has been established, an adjunct unit member maintains eligibility for the district-paid benefits stipend if the unit member works ~~15-12~~ or more teaching units each year. **This will be effective throughout the duration of the 50% cost-sharing agreement (Section 14.2.2)**

14.4.2 Class Cancellation

If a unit member drops below the ~~15-12~~ teaching unit requirement per academic year needed to maintain eligibility due to a class cancellation after the beginning of the term, the unit member will not lose eligibility for District-paid benefits. Unit members must communicate this information to the Human Resources Department.

14.4.3 Non-assignment but Eligible for Benefits

Adjunct unit members who do not receive an assignment and who are otherwise eligible for medical benefits will retain their eligibility for benefits for the academic year and may enroll and/or maintain the benefits by paying the cost of the premiums in excess of the stipend by payroll deduction or by check payable to the District.

14.4.4 Initial Eligibility Established but Annual Work Load Less Than ~~15-12~~ Teaching Units

After initial eligibility has been established, if benefits are lost due to a decreased workload, then eligibility will be reinstated for the following year if the workload for the current year is greater than or equal to ~~15-12~~ teaching units including the summer session preceding the academic year and winter session of the academic year. Initial eligibility must be reestablished if an adjunct member has not been employed by the District for two academic years. **This will be effective throughout the duration of the 50% cost-sharing agreement (Section 14.2.2)**

14.4.5 Notification of Eligibility for District-paid Benefits Stipend

On or near May 1st of each year the District shall prepare a list of all adjunct members who will be eligible for the benefits stipend in the following year based on the criteria established in **Section** 14.4.1. The District shall send a copy of this list to the CCFT. By May 15th the District shall have notified all eligible persons of their eligibility for the following year. Those choosing to participate must notify the personnel office by August 1st of each year. Coverage is effective September 1st through August 31st.

14.4.6 District's Financial Participation

The District shall provide each eligible adjunct unit member enrolled in health plans with an insurance stipend of ~~\$5,451.60~~, **853.28** per year for medical and dental coverage, paid on a monthly basis for a ten-month assignment, or ~~\$545.16~~**85.33** per month. This amount may be calculated to be paid over nine months or less depending on the assignment. Each year, the amount of this stipend shall be increased by the same percentage as the employee-only benefits stipend for contract regular faculty. Unit members who are eligible for health benefits but do not choose to participate shall not receive the stipend.

14.4.7 Additional Insurance Coverage

An adjunct unit member may secure more insurance than his/her stipend covers by authorizing a salary deduction to cover the added premium costs.

14.4.8 Insurance Coverage When Eligibility is Lost

If a previously participating adjunct member is no longer eligible for the district-paid stipend, then he/she may purchase the district plan under the provisions of, and within the limits of COBRA.

14.4.9 Insurance Programs: Adjunct Faculty

14.4.9.1 Medical Insurance. The following plans are available ~~for~~ to eligible adjunct ~~member~~**employees through September 30, 2013:**

- (1) Blue Shield PPO ~~High Option Plan~~ (90%)
- (2) Blue Shield PPO ~~Medium Option Plan~~ (80%)
- (3) Blue Shield **PPO Low Option Plan** (high deductible plan)
- (4) Blue Shield HMO ~~High Option Plan~~ (10-0)
- (5) Blue Shield HMO ~~Low Option Plan~~ (25-500)

Medical plans effective October 1, 2013 will be included in a Side Letter.

14.4.9.2 Dental Insurance. Eligible adjunct members may participate in the Delta Dental plan. Enrollment and re-enrollment are subject to the conditions of the dental plan.

14.4.9.3 State Disability Insurance (SDI). Participation in the plan is mandatory. Employee payroll deductions will be made to cover the cost of participation. The withholding rate for 2013 is 1%.

14.5 The District will provide an alternative retirement plan to Social Security for adjunct members. Adjunct members may opt for this alternative plan, STRS, or Social Security. Once the employee elects the alternative plan, the decision is irrevocable. The combined contribution from the district and the unit member is 7.5%. The District will contribute 4.5% to the alternative plan and the unit member will contribute 3%, deducted from the unit member's pay. The CCFT and the District agree to a retirement plan offered by APPLE as the alternate retirement plan for adjunct faculty.

Article 15

Layoffs

- 15.1 At least 120 days prior to the effective date of a proposed layoff of bargaining unit members, the District will give the Union notice and an opportunity to bargain any impacts of the proposed decision to layoff which changes the status quo and within the scope of representation and which have not previously been negotiated.
- 15.2 Faculty Service Areas ("FSAs")
- 15.2.1 Definition: FSAs are service or instructional subject areas or a group of related services or instructional subject areas performed by faculty and established by agreement of the District, the Faculty Senate, and the CCFT. Each FSA is listed in Appendix U, attached to this Agreement.
- 15.2.2 Function: The function of FSAs is to provide objective and legal criteria by which seniority and displacement ("bumping") rights of faculty are determined when a reduction in force (layoff) is implemented.
- 15.2.3 Initial Assignment: Faculty members shall qualify for and be assigned by the District to one or more FSAs at the time of initial employment based on minimum qualifications pursuant to Education Code 87356 and the unit member's initial assignment.
- 15.2.4 Order of Employment: In the event that newly hired contract faculty members share a common hire date, a drawing will be used to determine the order of employment as prescribed in the Education Code ~~874134-~~87415. The Human Resources Department will notify CCFT when such a drawing may be necessary and will communicate the logistics of the drawing to both the affected contract faculty member and CCFT. Determination of the employee's ranking shall be done within thirty (30) days of the date of hire.
- 15.2.5 Additional FSAs: After initial employment, a faculty member may apply to the District to add FSAs for which the faculty member qualifies.
- 15.2.5.1 To be eligible for an additional FSA, a faculty member must meet both the (1) minimum qualifications pursuant to Education Code 87356, and (2) district competency standards as set forth in section 15.2.5.1.1 below.
- 15.2.5.1.1 District Competency Criteria
For purposes of a reduction in force (layoff) only, a faculty member shall be considered to meet District competency criteria to serve in a FSA if he/she meets the criteria set forth in Board Policy 5107, attached to this Agreement as Appendix W.
- 15.2.5.2 By the first of October, the current list of FSAs will be posted in the Human Resources Department and be available in each Division office.
- 15.2.5.3 The Human Resources Department will distribute the FSA Update Form to each faculty member by the first of October. To add an FSA, the faculty member must so request on the

FSA Update Form, Appendix V and provide appropriate documentation. In order to be considered in any reduction in force (layoff) proceeding during the academic year in which the application is received, the FSA Update Form is due to the Human Resources Department on or before the first of November.

15.2.6 Evaluation of Requests for Additional FSAs:

Requests for additional FSAs will be evaluated by the Dean from the FSA being sought and a representative from the Human Resources office. The faculty member will be notified of the decision to accept or deny his/her request by February 1. If the request is accepted, current members of the new FSA will be notified in writing that the faculty member's request for a new FSA has been accepted. If the request is denied, the reasons for that decision shall be communicated to the faculty member in writing by February 1.

15.2.6.1 Evaluation of Denial of Requests for Additional FSAs:

If a request for an additional FSA is denied pursuant to section 15.2.5 above, such request/denial shall be evaluated by the Vice President of Instruction, or designee, the Dean of the requested new FSA, and the Faculty Senate President, or designee. The faculty member will be notified of this committee's decision by February 15. If the request for an additional FSA is accepted, current members of that FSA will be notified as specified in section 15.2.5 above.

15.3 Order of Layoffs

Layoffs of faculty members as a result of a reduction in force shall occur as prescribed in the Education Code. In the event of a layoff, the Board shall, consistent with District seniority and displacement ("bumping") rights established by the Education Code and Title 5 of the California Code of regulations, reassign faculty members to positions in Faculty Service Areas(s) ("FSA") for which they have qualified consistent with this Article.

Article 16

Adjunct Faculty

16.1 Definitions

An "adjunct instructor" means a bargaining unit member who is employed and classified as a temporary employee in accordance with Education Code Sections 87478, 87480, 87481, 87482, or 87482.5.

16.2 Notification of Full-Time Vacancies

The Human Resources Department will notify all faculty by electronic mail at their District email address of all available tenure track faculty vacancies. Alternatively, faculty may file an interest card each academic year with the Human Resources Department and will receive notification of job openings by mail. The Human Resources Department shall notify CCFT of all tenure track bargaining unit vacancies prior to any public posting or advertising.

16.3 Scheduling: Adjunct Assignment

16.3.1 The District has right of assignment through the Division Dean or appropriate administrator. Questions or concerns regarding assignments should be brought to the attention of the Division Dean or appropriate administrator.

16.3.2 An adjunct unit member shall have the opportunity to state his or her availability and list preferred courses by submitting an "Availability Statement" to the appropriate Dean (or program head when the course falls outside the division) prior to the development of the schedule for each semester or session.

If an adjunct unit member requests but does not receive an assignment for any given semester or session, the appropriate administrator shall notify the unit member in writing and shall specify in this notice one or more of the following reasons for this decision. Reasons for not receiving an assignment shall include:

- (a) less than satisfactory evaluation
- (b) termination of course offering
- (c) return of a probationary or regular contract member from leave, where the adjunct unit member was employed as a temporary replacement
- (d) consolidation of positions toward a contract position
- (e) the need of a regular or contract unit member to complete a normal load
- (f) reduction in force
- (g) maintenance of continuity and quality of educational program
- (h) violation of or refusal to obey laws governing community colleges and/or regulations of the District.
- (i) demonstrated need of the District. In this case, the District need shall be identified.
- (j) not available when course is scheduled.

If an adjunct unit member does not receive an assignment for any given semester or session, the unit member may continue to submit "Availability Statements" to the appropriate administrator for up to four (4) semesters.

16.3.2.1 If an adjunct unit member is also a classified employee of the college, the adjunct assignment shall not cause the classified employee's work week to exceed forty (40) hours per week nor the workday to exceed eight (8) hours per day. This restriction applies to all adjunct assignments, including for those adjunct unit members who have established reemployment preference.

16.3.3 "Availability Statements" shall be used in making decisions pursuant to Section 16.4 below.

16.4 Notification of Assignment

In offering an assignment to an adjunct unit member each semester or session, the District/Division Office will make use of the following criteria:

- (a) Availability
- (b) Evaluations
- (c) Length of service as defined below in 16.8.1
- (d) Reemployment preference as defined in 16.8.2
- (e) Continuing comparable assignment
- (f) Educational preparation or study, relevancy or recency of related work and teaching experience, in specific course or assignment.
- (g) Maintenance of continuity and quality of educational programs.

16.5 Cancellation or Withdrawal of Tentative Assignment

Adjunct teaching assignments are made by the District on a tentative basis, subject to a number of institutional factors: (1) Administrative approval; (2) class size; (3) possible assignment of a contract or regular instructor, as a part of a normal load, to one or more classes tentatively assigned to an adjunct instructor. If an assignment is canceled or withdrawn by the District, the cancellation or withdrawal will be effective when the adjunct unit member is notified by the Dean. If the instructor is notified within the 14 days before the first class meeting or during the first week of class, he/she shall be compensated for one-sixteenth of the number of hours the class is scheduled to meet and for time spent meeting the flex requirement. If the instructor is notified on the day of or after the first class meeting of the second week of classes, he/she shall be compensated for two-sixteenths of the number of hours the class is scheduled to meet and for time spent meeting the flex requirement. This formula for compensating for canceled classes applies to all classes: summer, fall, winter and spring sessions, and full-term, short-term and weekend classes.

16.6 Arbitrability

Grievances concerning the interpretation and application of Sections 16.3, 16.4, and 16.5 are not subject to the Arbitration provisions of this Agreement.

16.7 Work Load

An adjunct unit member's workload shall not exceed sixty seven percent (67%) of the standard full-time unit member workload (see Article 11). The following activities are excluded from the sixty seven percent (67%) workload and thus are not to be calculated toward it. Such exclusions are not limited to this listing:

- (a) classes taught for Cabrillo Extension;
- (b) service as a substitute teacher on a day-to-day basis as provided by Education Code Section 87482.5(b). (For purposes of definition, day-to-day substitutes are not required to engage in long-term lesson planning, to attend department or division faculty meetings, to hold office hours or do final grading). A day-to-day substitute, working consecutively up to 12% of the total hours of a single course, is paid at the rate stated in Article 13.11; thereafter, the day-to-day substitute will be paid at the appropriate adjunct unit pay rate, Article 13.1.2.4 or 13.1.3.5. If it is known at the beginning of the absence that the substitute will work consecutively at least 12% of the total class hours, the substitute may be paid in units for the entire time the substitute is employed for that assignment.
- (c) classes taught during any summer session and winter session.
- (d) professional ancillary activities as defined in Section 16.16.

16.8 Length of Service, Cabrillo College Service Credit and Reemployment Preference.

- 16.8.1 An adjunct unit member's length of service list for each academic discipline shall be established and updated each semester by the District Human Resources Office. The list shall be based on and sorted by the first date of paid temporary academic employment of each adjunct unit member (see also 16.3.1) and by academic discipline. In addition, the Length of Service List will identify those adjunct members who currently have reemployment preference (16.8.2). These Length of Service Lists will be used by each Dean in making assignments each semester according to 16.4. The Length of Service Lists by academic discipline shall be available to an adjunct unit member and CCFT upon request.
- 16.8.2 "Cabrillo College Service Credit" means the credit toward reemployment preference that an adjunct unit member earns for having completed one or more assignments in an academic discipline. An adjunct unit member must serve satisfactorily for the full term of her/his assignment(s) in the academic discipline during one semester. After earning eight semesters of Cabrillo College Service Credit in an academic discipline, an adjunct unit member shall have reemployment preference in that academic discipline. Denial of reemployment preference shall be based on evaluations or other contractual criteria as specified in 16.3.1.
- 16.8.3 An adjunct unit member with reemployment preference in an academic discipline shall be offered an assignment therein before an adjunct unit member without reemployment preference, provided she/he is qualified for the assignment as noted in 16.4. While all of the criteria in 16.4 are used in making assignments and the number of available assignments can change based on several factors, the District will make an effort to provide continuing comparable assignment to adjunct unit members with reemployment preference.
- 16.8.4 If, during any semester, there are more adjunct unit members with reemployment preference than there are available assignments in an academic discipline, the available assignments shall be offered to those adjunct faculty who are most senior according to the Length of Service List, provided she/he meets the criteria specified in 16.4.
- 16.8.4.1 After an adjunct faculty member has been offered and has accepted an assignment, orally or in writing, an adjunct faculty member shall not be displaced by a more senior adjunct faculty member.
- 16.8.5 An adjunct unit member shall retain her/his reemployment preference unless it is terminated pursuant to the provisions of this article.
- 16.8.5.1 The reemployment preference of an adjunct unit member of an academic discipline is terminated:
- (a) if that unit member declines, after the end of the prior semester, an assignment during a subsequent semester, or winter or summer session, for which she/he has announced an availability and which assignment has been published in the appropriate schedule; or does not complete an assignment after it has begun.
 - (b) if the President or her/his designee concludes that the adjunct unit member does not meet the standards of performance and academic excellence that are required of certificated employees by the District, and the re-evaluation process (Article 17.6.8-10; 17.8) has been completed.
 - (c) if the unit member is not employed by the District for two consecutive years, including summer and winter sessions. In such

case the unit member's date of hire will reflect the date the new adjunct assignment commences.

16.8.5.2 The reemployment preference of an adjunct unit member in a division shall not be terminated if:

- (a) an assignment is cancelled because of low enrollment;
- (b) an assignment is withdrawn to fill the load of a contract member;
- (c) the adjunct unit member is unable to accept or commence an assignment because of verifiable illness or other extenuating circumstances which the member and the appropriate Dean mutually agree make acceptance or commencement impossible.

16.8.5.3 An adjunct unit member who has lost reemployment preference may later re-qualify according to 16.8.2.

16.9 Evaluation

Refer to Article 17.

16.10 Salary

Adjunct unit members shall be compensated according to the salary schedule attached as Appendices G.1, the Adjunct/Overload Faculty Salary Schedule, and G.2, the Adjunct Academic Specialist/Overload Salary Schedule. Refer to Article 13.1.2.

16.11 Health and Welfare Benefits

See Article 14 Section 4.

16.12 Office Hours

Adjunct unit members are required to hold pro rata office hours. See Articles 8.6 and 11.1.3.

16.13 Other Procedures

Except as otherwise provided in this Article, all other provisions in this Agreement apply equally to adjunct unit members on a pro rata basis except Sabbatical Leave, Article 10.7 (Leave Without Pay for Child Bearing Preparation and Child Rearing), Article 10.10 (Exchange Teaching Leave), Article 10.11 (Military Leave), Article 10.13 (Other Leaves Without Pay), Article 15 (Layoffs), and Article 18 (Retirement).

16.14 Conference Attendance

An adjunct instructor may submit a request to attend a professional conference following established District procedures. Approved conference attendance shall comprise part of the adjunct instructor's regular duties and the instructor shall receive no additional compensation for professional conference attendance. An adjunct instructor may request expense reimbursement for approved conference attendance in accordance with District policy (see Section 9.3).

16.15 Email, Voicemail, and Computer Access

At the request of an adjunct instructor, the District shall assign voice mail and email accounts and make a reasonable effort to provide the instructor with access to a college-networked computer.

16.16 Professional Ancillary Activities

In accordance with Education Code section 87482.5 (c) (1), CCFT and the District agree that service in professional ancillary activities by unit members employed under this section, shall not be used for purposes of calculating eligibility for contract or regular status.

16.16.1 Professional ancillary activities include governance, staff development (except flex hours required according to Article 9.2), grant writing, advising student organizations, and union activity.

16.16.2 Teaching unit compensation for professional ancillary activities shall be counted toward eligibility for adjunct benefits as provided in Article 14.4

16.16.3 CCFT will not pursue tenure claims on behalf of employees who accept professional ancillary activities assignments as defined herein.

Article 17

Evaluation and Tenure

17.1 Definitions

- 17.1.1 For the purpose of this Article, "contract instructor" means a bargaining unit member who is employed on the basis of a contract in accordance with the provisions of Education Code Section 87605, 87608(b), or 87608.5(b). A "contract instructor" is commonly referred to as "probationary faculty" at Cabrillo College.
- 17.1.2 "Regular instructor" means a tenured bargaining unit member who is employed in accordance with the provisions of Education Code Section 87608(c), 87608.5(c), or 87609(a).
- 17.1.3 "Temporary instructor" means a bargaining unit member who is employed for no more than sixty seven (67) percent of the hours per week considered a full-time assignment for regular employees having comparable duties [Education Code Section 87482.5(a)]. A "temporary instructor" is commonly referred to as "adjunct faculty" at Cabrillo College.
- 17.1.4 "Temporary contract instructor" means a bargaining unit member employed in accordance with Education Code section(s) 87470, 87478, 87480, 87481, and/or 87482, as applicable.
- 17.1.5 "Appropriate administrator" means the immediate administrative supervisor of the unit member, or administrative designee as appointed by the immediate supervisor.
- 17.1.6 "Evaluatee" means the person being evaluated.
- 17.1.7 In the event that part or all of a faculty member's work takes place in a distance education format, "worksite" may be defined as a mediated or online learning environment.

17.2 Purpose

The primary purpose of the evaluation of academic personnel is the continued improvement of instruction at Cabrillo College. Other purposes include the maintenance of quality in programs and instruction, and the professional competence of the faculty. The evaluation process shall promote professionalism, enhance performance, and be closely linked with professional growth efforts (Statement on Professional Ethics, Appendix Z).

17.3 Criteria

1. Classroom, Worksite, or Job Performance

The faculty member demonstrates effective performance in classroom teaching or in carrying out other primary responsibilities and assignments including:

- a. currency and depth of knowledge of teaching field or job duties;
- b. proficiency in written and oral English enabling clear, effective communication to students, staff, and colleagues;
- c. use of teaching or job specific methods and materials challenging to the student and appropriate to the subject matter, responsive to the needs of students, and consistent with curriculum requirements and coordination/sequencing; this is not intended to discourage use within a department of a variety of successful pedagogical approaches to learning;
- d. careful attention to effective organizational skills in the classroom or work site;

- e. provision to students of appropriate class materials including a course syllabus with the course outline, course objectives, method of assessment, grading criteria and other classroom policies, or other relevant learning materials;
- f. appropriate measurement of student progress;
- g. evidence of course objectives being met; and
- h. in the case of contract, temporary contract, and regular faculty, consistent responsibility in fulfilling official college requirements, including, as a baseline, those outside-the-classroom assignments such as attending division and department meetings, participating on search and selection committees, participation on evaluations teams, contributing to curriculum development, participating in program planning, and participating in college governance as needed.

Distance Education Courses

In addition to the above, all distance education courses, whether hybrid or fully online, include demonstration of regular effective contact. The instructor:

- i. regularly initiates interaction with students to determine that they are accessing and comprehending course materials;
- j. is available at least the same number of instructor contact hours per week that would be available for face-to-face students; and
- k. establishes and publishes, in the course syllabus or other course documents, an expectation for frequency and timeliness of instructor initiated contact and instructor feedback. The instructor uses one or more of the following resources to initiate and maintain contact with students: threaded discussions, email, announcements in the learning management system, timely feedback for student work, instructor prepared online lectures or introductions in the form of online lectures to any publisher created materials, that combined with other course materials, created the “virtual equivalent” of the face-to-face class.

2. Students

Faculty members shall demonstrate:

- a. patience, fairness, and promptness in the evaluation and discussion of student work;
- b. respect for and responsiveness to needs of a diverse student population and their special circumstances where appropriate;
- c. maintenance of contractual obligations to hold regular and timely office hours;
- d. respect for the right of students to voice opinions and concerns;
- e. willingness and availability to assist students; and
- f. respect for students' rights as outlined in the Student Rights and Responsibilities Handbook.

3. Colleagues

Faculty members shall show respect for colleagues and the teaching profession by:

- a. acknowledging and defending the free inquiry of their associates in the exchange of critique and ideas;
- b. respecting the right of others to express a variety of opinions;
- c. acknowledging academic debts (credit works to avoid plagiarism);
- d. acknowledging achievements and areas in need of improvement;

- e. acting in accordance with the ethics of the profession and with a sense of personal integrity; and
 - f. acting in a manner that does not disrupt colleagues' performance of duties.
4. Professional Growth and Responsibilities
Faculty members shall demonstrate continued professional growth by:
- a. continued participation in self-initiated professional activities such as course work, attendance at workshops, seminars, professional meetings, publications, conference presentations, artistic exhibits/performances, classroom research, development of new curriculum, and community involvement specific to academic area, and other appropriate activities; and
 - b. active participation in collegial governance and campus life including serving on committees.
5. Special Assignments or Reassigned Duties
Faculty member shall:
- a. perform assigned duties
 - b. perform appropriate record keeping, correspondence, coordination, and reporting.
6. Program Chairs/Academic Specialist Directors
Faculty member shall:
- a. perform assigned duties and responsibilities as described in the job description in Appendix AA and as agreed upon with the appropriate administrator;
 - b. perform appropriate recordkeeping, correspondence, coordination, and reporting;
 - c. demonstrate fairness, collaboration and responsiveness to program faculty and program needs; and
 - d. comply with college policies and procedures.
- 17.4 Frequency of Evaluations
- 17.4.1 Contract probationary faculty shall be evaluated in their first (1st), second (2nd), and third (3rd) semesters, once in their third (3rd) year, and in the fall semester of their fourth (4th) year except as provided by 17.6.9 and 17.6.10 herein.
- 17.4.2 Regular tenured faculty shall be evaluated once every three (3) years, except as provided by 17.7.9 and 17.7.10 herein.
- 17.4.3 Adjunct faculty shall be evaluated during the first (1st) and third (3rd) semester worked, then every three (3) years, except as provided in 17.6.9 or 17.8.3.
- 17.4.4 Temporary contract faculty shall be evaluated each academic year.
- 17.4.4.1 When a temporary contract faculty is hired for a specified period, i.e., one (1) semester or one year period, and then becomes either an adjunct or contract probationary faculty, the evaluation completed while employed as a temporary contract faculty will be counted in the evaluation process as defined in Article 17.4.1.
- 17.4.4.2 A temporary contract faculty hired in accordance with Education Code 87470 in a categorically funded position will be evaluated in accordance with the evaluation process as defined in Article 17.4.1.

- 17.4.4.3 When an adjunct faculty accepts a temporary contract assignment for a specified period, i.e., one (1) semester or one (1) year period, the evaluation process will continue as in 17.4.3 for adjunct faculty.
- 17.4.5 If a faculty member is recommended for re-evaluation the following semester, the re-evaluation in the evaluation cycle will be additional to the processes as defined in 17.4.1, 17.4.2 and 17.4.3.
- 17.4.6 Categorically funded contract faculty shall be evaluated in their first (1st), second (2nd), and third (3rd) semesters, once in their third (3rd) year, once in their fourth (4th) year, and once every three (3) years thereafter, except as provided in 17.6.9 and 17.6.10.
- 17.4.7 Program Chairs shall be evaluated on the performance of their duties and responsibilities during the second (2nd) semester as Program Chair. Subsequent evaluations as Program Chair shall follow the faculty evaluation schedule as provided in Article 17 (Refer to Appendix GG).
- 17.4.8 Academic Specialist Directors (ASD)
 - 17.4.8.1 Academic Specialist Directors hired through the faculty search and selection process to direct shall be evaluated according to the evaluation procedures in Article 17.6 and 17.7.
 - 17.4.8.2 Academic Specialist Directors selected from faculty, whose primary duties are to direct a program or service, will be evaluated on their duties as an ASD during the second semester. An additional evaluation of the Academic Specialist Director may be requested by the appropriate administrator or the Academic Specialist Director during the 4th, 6th and/or 8th semester.

17.5 Procedural Timelines

In order to fulfill the purpose of this Article, probationary faculty and adjunct faculty shall be evaluated according to the scheduled times set forth below. Whenever possible, the same schedule shall also apply to regular faculty in the semester in which they are being evaluated. Failure to meet a deadline in the schedule in Article 17.6, 17.7 and 17.8 shall not invalidate an evaluation so long as the entire evaluation proceeds on a reasonable time schedule and is completed for contract probationary faculty, regular tenured faculty, and temporary contract faculty by six (6) days before the end of the semester the evaluation was begun, and for adjunct faculty by the last day of the semester the evaluation was begun. All unit members being evaluated in a particular semester shall be notified by the appropriate administrator or designee by the end of the third (3rd) week of that semester. The team should be constituted by the fifth (5th) week of the semester. The final evaluation shall be completed, and signed by six (6) days before the end of the semester for contract probationary faculty, regular tenured faculty, and temporary contract faculty, and by the end of the semester for adjunct faculty. No faculty member shall both evaluate and be evaluated by the same faculty member in the same semester.

17.6 Procedure - Contract Probationary Faculty

The procedure described below, including peer, student, self, and administrative evaluation shall culminate with a final written evaluation signed by the appropriate administrator. Evaluations shall be conducted in confidence and according to the Tenure Committee Code of Conduct (Appendix Y).

- 17.6.1 Evaluation team:
- 17.6.1.1 Each contract probationary faculty member shall be evaluated in his or her first (1st), second (2nd), and third (3rd) semesters by the following team:
 - 17.6.1.1.1 One (1) faculty member selected by the evaluatee.
 - 17.6.1.1.2 A second faculty team member shall be selected by the appropriate administrator from a list of three (3) or more division members submitted by the evaluatee.
 - 17.6.1.1.3 The appropriate administrator shall chair the team. The appropriate administrator may select another administrator to serve as his/her designee.
 - 17.6.1.1.4 It is a priority consideration that the team include at least one (1) team member within the discipline or field of the evaluatee whenever possible.
 - 17.6.1.1.5 If the evaluatee teaches a distance education class, whenever possible, one of the team members shall have experience teaching distance education courses.
 - 17.6.1.2 Each contract probationary faculty member shall be evaluated in his/her third (3rd) year and in the fall semester of his/her fourth (4th) year, except as provided by 17.6.9 and 17.6.10 herein, by the following team:
 - 17.6.1.2.1 One (1) faculty member selected by the evaluatee.
 - 17.6.1.2.2 A second faculty team member may be selected by the appropriate administrator from a list of three (3) or more division members submitted by the evaluatee.
 - 17.6.1.2.3 The appropriate administrator shall chair the team. The appropriate administrator may select another administrator to serve as his/her designee.
 - 17.6.1.2.4 It is a priority consideration that the team include at least one (1) team member within the discipline or field of the evaluatee whenever possible.
 - 17.6.1.2.5 If the evaluatee teaches a distance education class, whenever possible, one of the team members shall have experience teaching distance education courses.
- 17.6.2 By the end of the third (3rd) week of each semester those contract probationary faculty who are to be evaluated that semester will be given a Notification of Evaluation form (Appendix J). The evaluatee shall complete the form by the end of the fourth (4th) week of the semester and in so doing designate her/his choice for the evaluation team.
- 17.6.3 The evaluation team shall be constituted and the evaluatee shall be notified of the team composition by the end of the fifth (5th) week. Should the choices of the evaluatee for the team, and/or all of her/his candidates be unable to serve, the appropriate administrator shall notify the evaluatee and s/he shall submit within six (6) working days the names of other candidates. If none of these candidates is able to serve, the appropriate administrator shall appoint the team. The appropriate administrator shall form a new team as outlined above in a timely way, and notify the evaluatee.

17.6.4 Team Procedures

- 17.6.4.1 In the first semester of employment, the evaluation team chair for the contract probationary faculty member shall meet with the evaluatee to discuss the purpose, criteria, procedures, timelines, and forms for the evaluation.
- 17.6.4.2 In the case where suggested improvements were made in the previous evaluation or at the request of the evaluatee or the administrator, the appropriate administrator shall provide copies of the previous evaluation to the team members.
- 17.6.4.3 At least one (1) day prior to the classroom observation, the evaluatee shall submit the following:
1. Materials related to the observation shall be submitted to the team member(s) observing the class. Materials shall include a course schedule, syllabus, assessment materials, assignments, an example of student handouts, and any other material the evaluatee chooses to include. This does not apply to counselors and other academic specialists.
 2. Faculty Self-Evaluation
A completed self-evaluation form shall be submitted to the team chair. The Cabrillo College Self-Evaluation Form (Appendix L) will be available on the campus website and through Division Offices.

17.6.5 Classroom/Worksite Observation

- 17.6.5.1 The class or worksite observations shall occur after at least one (1) week's prior notice. Each evaluator shall make at least one (1) class or worksite observation and complete the appropriate evaluation form (Appendix N). Class/worksite may include a mediated learning environment. The criteria in section 17.3 shall be considered in writing the evaluation. Evaluators will observe different class sections or courses, when possible.
- 17.6.5.2 In the case of academic specialists, worksite observations shall occur in classes, in group sessions, or activities relevant to the assignment. Probationary counselors may be evaluated in academic counseling sessions.
- 17.6.5.3 Within two (2) weeks after the worksite or class observation, the evaluator will review and discuss the completed observation form with the evaluatee. After this occurs, the evaluator shall forward the completed observation form to the appropriate administrator for use in the final evaluation.

17.6.6 Student Evaluations

- 17.6.6.1 At a time agreed to by the evaluatee and the administrator, student evaluation forms shall be distributed and collected by the evaluator(s) or designee in at least two (2) of the classes of the evaluatee. In order to maintain student confidentiality, the student evaluation documents will not be returned to the instructor until the submission of grades.
- 17.6.6.2 Academic staff not assigned to classroom teaching shall distribute the appropriate forms to their students over the two (2) week period of evaluation. The appropriate administrator shall be responsible for

the collection of the forms. The collected forms shall be submitted to the evaluation team by the administrator.

17.6.6.3 Each evaluator or designee may review student evaluations of the class observed before forwarding them to the appropriate administrator or, if there is a question, at the time of signing the final evaluation. Student confidentiality must be maintained by each evaluator, but the substance of student evaluations may be included in the content of the Classroom or Worksite Observation/Evaluation form (Appendix N).

17.6.6.4 In the event that the evaluatee questions the content of the summary of the student evaluations contained in the final evaluation, an impartial committee consisting of an administrator selected by the appropriate administrator and a faculty member selected by the evaluatee, may review the student evaluations and provide a separate summary of them, which will become part of the evaluation records. The confidentiality of the process shall be maintained at all times.

17.6.7 Final Written Evaluation for Probationary Faculty

17.6.7.1 The administrator is responsible for preparing a draft evaluation according to criteria in 17.3. The draft evaluation is to reflect the information gathered throughout the process including classroom/worksite observations, student evaluations, and materials listed in 17.6.4.3 and the administrator's assessment of the evaluatee's performance. Documented/investigated complaints, concerns, or recommendations that have been previously shared with the employee in a timely manner, and are deemed by the administrator to have merit, may be included in the draft evaluation. Additional information from the contract probationary instructor may be requested. If in the judgment of the team, the work of the evaluatee is less than satisfactory, the team may recommend to the appropriate administrator (1) reevaluation the following semester, (2) an administrative evaluation, or (3) non-reemployment. Upon receiving direction from the evaluation team, the administrator shall modify the draft as necessary to create a final written evaluation according to the criteria listed in 17.3. The team members shall review and sign off on the final evaluation. If a team member does not agree with the final written evaluation, within six (6) working days, the team member may submit a written response to the evaluation, which shall be attached to it. This team member's written response shall not be reviewed by other faculty team members but shall be reviewed by the evaluatee and the appropriate administrator.

17.6.7.1.1 Probationary Faculty: At least six (6) working days before the end of the semester, the appropriate administrator shall then meet with the evaluatee to discuss all matters pertinent to her/his evaluation. The evaluatee may bring any relevant materials s/he chooses. At the option of the evaluatee, or any

member of the team, the entire team may be convened to discuss the final evaluation. Within six (6) days of receipt of the final evaluation, the evaluatee may submit a written response to the evaluation, which shall be attached to it.

17.6.7.1.2 Adjunct Faculty: By the end of the semester, the appropriate administrator shall then meet with the evaluatee to discuss all matters pertinent to her/his evaluation. The evaluatee may bring any relevant materials s/he chooses. At the option of the evaluatee, or any member of the team, the entire team may be convened to discuss the evaluation. Within twenty (20) days of receipt of the final evaluation, the evaluatee may submit a written response to the evaluation which shall be attached to it. Day is defined as any day when the college is open for business, excluding Saturdays.

17.6.7.2 In the event that the evaluatee questions the content of the summary of the student evaluations contained in the final evaluation, an impartial committee consisting of an administrator selected by the appropriate administrator and a faculty member selected by the evaluatee may review the student evaluations and provide a separate summary of them which will become part of the evaluation records. The confidentiality of the process shall be maintained at all times.

17.6.8 Recommendations Based on Final Evaluation of Probationary Faculty

If in the judgment of the appropriate administrator, the work of the contract probationary faculty member is less than satisfactory, the administrator shall recommend to the appropriate Vice President, or designee either a (1) reevaluation the following semester at the division level, (2) an administrative evaluation, or (3) non-reemployment. The appropriate Vice President shall review information gathered in the evaluation process and recommend to the Superintendent/President employment or non-reemployment of the evaluatee. The final written evaluation and attachments shall be placed in the instructor's personnel file. Copies of all materials shall be returned to the instructor. The Superintendent/President shall make a final recommendation to the Governing Board. In the event that the recommendation of the Superintendent/President differs from the recommendation of the evaluation team or the appropriate administrator, the Superintendent/President shall meet with the evaluation team before making a recommendation to the Governing Board.

17.6.8.1 The length of a contract for probationary faculty is governed by sections 87608-87609 of the Education Code.

17.6.9 Division Reevaluation of Probationary Faculty

17.6.9.1 If the final written evaluation includes the recommendation that the faculty member be reevaluated at the division level, the appropriate administrator shall by the end of the fifth (5th) week of the semester following the first evaluation, constitute a new evaluation team according to the procedure in 17.6 above. The new team may have the same members as the first (1st)

team. Evaluation materials from the previous evaluation shall be made available to the team.

17.6.9.2 The evaluation process as outlined in 17.6 of this Article shall be followed in the reevaluation. Materials gathered in the first evaluation may be used for the reevaluation process.

17.6.9.3 If remediation is required, the appropriate administrator shall provide a written remediation plan with specifications and timelines to be performed before the next evaluation. The appropriate administrator shall constructively work with the evaluatee to encourage improvement. The techniques involved shall include consultation, and may include class observations, literature review, arrangement for updating of discipline content expertise, and any other activities deemed appropriate.

17.6.10 Administrative Evaluation for Probationary Faculty

17.6.10.1 Should the final written evaluation (17.6.7) include a recommendation for administrative evaluation, the appropriate Vice President shall review and consider all of the components of the evaluation, as well as documented input from others that has been shared with the evaluatee. The appropriate Vice President may designate an academic employee of the District to perform this review. S/he or the designee may, after prior notification, meet with the evaluatee and/or observe one (1) or more classes conducted by the evaluatee.

17.6.10.2 After consideration of the information gathered in 17.6.10.1, the appropriate Vice President, or her/his designee, shall prepare a written administrative evaluation. If, in the judgment of the appropriate Vice President, or her/his designee, the work of the evaluatee is less than satisfactory, s/he shall recommend either a (1) reevaluation the following semester at the division level, or (2) another administrative evaluation, or (3) non-reemployment.

17.6.10.3 The appropriate Vice President, or her/his designee, shall meet with the evaluatee and present the administrative evaluation. The evaluatee shall acknowledge by signature that s/he has reviewed the document. Within six (6) working days, the evaluatee may submit a written response to the evaluation, which shall be attached to it. If the evaluatee receives a satisfactory evaluation, all materials except the written administrative evaluation shall be returned to the evaluatee.

17.6.10.4 If remediation is required, the appropriate administrator shall provide a written remediation plan with specific actions and timelines to be performed before the next evaluation. The appropriate administrator shall constructively work with the evaluatee to encourage improvement. The techniques involved shall include consultation, and may include class observations, literature review, arrangement for updating of discipline content expertise, and any other activities deemed appropriate.

17.6.11 Tenure Recommendation

17.6.11.1 If the fourth (4th) year final written evaluation of a contract probationary faculty member indicates satisfactory performance, the granting of tenure shall be recommended by the administrator to the appropriate Vice President.

17.6.11.2 Under extraordinary circumstances, tenure may be granted after the first (1st), second (2nd), or third (3rd) probationary year upon agreement of the Superintendent/President and the Faculty Senate if the Governing Board approves of the decision to grant tenure.

Criteria for granting early tenure:

1. Teaching excellence as demonstrated by:
 - a. Meeting all criteria outlined in Article 17.3 of the contract,
 - b. Curriculum and/or program development, and
 - c. Significant work on active college governance committees.

OR

2. Excellence as demonstrated by “1.a” above plus eminence in the field as demonstrated by national or international impact on the subject area as demonstrated by performances, shows, invitations to present or perform at or participate in round table discussions at national or international conferences, or noteworthy publications.

If the evaluation team makes a recommendation for early tenure, the appropriate Vice President will use these criteria to forward the recommendation to the Superintendent/President and the Faculty Senate.

17.7 Procedure - Regular Tenured Faculty

The procedure described below, including peer, student, self, and administrative evaluation shall culminate with a final written evaluation signed by the appropriate administrator.

17.7.1 Each regular tenured faculty member shall be evaluated by a team consisting of no less than two (2) academic staff including the appropriate administrator or her/his designee, who shall chair the team. If a designee is used, the designee must be an administrator. The evaluatee shall select the other team faculty member. At the option of the evaluatee or the appropriate administrator, a third (3rd) team member may be jointly selected by the appropriate administrator and the evaluatee. The team shall contain at least one (1) person within the discipline or field of the evaluatee, whenever possible. If the evaluatee teaches a distance education class, whenever possible, one of the team members shall have experience teaching distance education courses. The evaluation team shall have no more than three (3) members and shall conduct its evaluation in confidence and according to the Tenure Committee Code of Conduct (Appendix Y).

17.7.2 By the end of the third (3rd) week of each semester, those regular tenured faculty who are to be evaluated that semester will be given a Notification of Evaluation form (Appendix J). The evaluatee shall complete the form

by the end of the fourth (4th) week of the semester and in so doing designate her/his choice for the evaluation team.

17.7.3 The team shall be constituted and the evaluatee shall be notified of the team composition by the end of the fifth (5th) week. Should the team choices of the evaluatee be unable to serve, the appropriate administrator shall notify the evaluatee and s/he shall submit within six (6) working days the names of other candidates. If none of these candidates is able to serve, the appropriate administrator shall appoint the team. The appropriate administrator shall form a new team as outlined above in a timely way, and notify the evaluatee.

17.7.4 Team Procedures for Regular Faculty

17.7.4.1 The evaluation team chair shall provide the evaluatee with information regarding the purpose, criteria, procedures, timelines, and forms for the evaluation. Within six (6) working days of receiving the evaluation notice, the faculty member may request a meeting with the team chair and/or the team to clarify the evaluation process.

17.7.4.2 In the case where suggested improvements were made in the previous evaluation or at the option of the evaluatee or the administrator, the appropriate administrator shall provide copies of the previous evaluation to the team members.

17.7.4.3 At least one (1) day prior to the classroom observation, the evaluatee shall submit to the evaluation team chair the following:

1. Materials related to the observation shall be submitted to the team member(s) observing the class. Materials shall include a course schedule, syllabus, assessment materials, assignments, an example of student handouts, and any other material the evaluatee chooses to include. This does not apply to counselors and other academic specialists.

2. Faculty Self-Evaluation

A completed self-evaluation form shall be submitted to the team chair. The Cabrillo College Self-Evaluation Form (Appendix L) will be available on the campus website and through Division Offices.

17.7.5 Classroom/Worksite Observation

17.7.5.1 The class or worksite observations shall occur after at least one week's prior notice. Each evaluator shall make at least one (1) class or worksite observation and complete the appropriate evaluation form (Appendix N) and return to the appropriate administrator. Class/worksite may include a mediated learning environment. The criteria in section 17.3 shall be considered in writing the evaluation. Evaluators will observe different class sections or courses, when possible.

17.7.5.2 In the case of counselors and other academic specialists, worksite observations shall occur in classes, in group sessions, or activities relevant to the assignment. Counselors may be evaluated in academic counseling sessions.

17.7.5.3 Within two (2) weeks after the worksite or class observation, evaluator will review and discuss the completed observation

form with the evaluatee and discuss it. After this occurs, the evaluator shall forward the completed observation form to the appropriate administrator for use in final evaluation

17.7.6 Student Evaluations

- 17.7.6.1 At a time agreed to by the evaluatee and the administrator, student evaluation forms shall be distributed and collected by the evaluator(s) or designee in at least two (2) of the classes of the evaluatee. In order to maintain student confidentiality, the student evaluation documents will not be returned to the instructor until the submission of grades.
- 17.7.6.2 Academic staff not assigned to classroom teaching shall distribute the appropriate forms to their students over the two (2) week period of evaluation. The appropriate administrator shall be responsible for the collection of the forms. The administrator shall submit the collected forms to the evaluation team.
- 17.7.6.3 Each evaluator or designee may review student evaluations of the class observed before forwarding them to the appropriate administrator or, if there is a question, at the time of signing the final evaluation. Student confidentiality must be maintained by each evaluator, but the substance of student evaluations may be included in the content of the Classroom or Worksite Observation/Evaluation form (Appendix N).
- 17.7.6.4 In the event that the evaluatee questions the content of the summary of the student evaluations contained in the final evaluation, an impartial committee consisting of an administrator selected by the appropriate administrator and a faculty member selected by the evaluatee, may review the student evaluations and provide a separate summary of them, which will become part of the evaluation records. The confidentiality of the process shall be maintained at all times.

17.7.7 Final Written Evaluation for Regular Faculty

17.7.7.1 Regular Faculty

The administrator is responsible for preparing a draft evaluation according to criteria in 17.3. The draft evaluation is to reflect the information gathered throughout the process including classroom/worksite observations, student evaluations, and materials listed in 17.7.4.3 and the administrator's assessment of the evaluatee's performance. Documented/investigated complaints, concerns, or recommendations that have been previously shared with the employee in a timely manner, and are deemed by the administrator to have merit, may be included in the draft evaluation. Additional information from the evaluatee may be requested. If in the judgment of the team, the work of the evaluatee is less than satisfactory, the team may recommend to the appropriate administrator either (1) reevaluation the following semester, (2) an administrative evaluation, or (3) other necessary action. Upon receiving direction from the evaluation team, the administrator shall modify the draft as necessary to create a final written evaluation according to the criteria listed in

17.3. The team members shall review and sign off on the final evaluation. If a team member does not agree with the final written evaluation, within six (6) working days, the team member may submit a written response to the evaluation, which shall be attached to it. This team member's written response shall not be reviewed by other faculty team members but shall be reviewed by the evaluatee and the appropriate administrator. At least six (6) working days before the end of the semester, the appropriate administrator shall then meet with the evaluatee to discuss all matters pertinent to her/his evaluation. The evaluatee may bring any relevant materials s/he chooses. At the option of the evaluatee, or any member of the team, the entire team may be convened to discuss the final evaluation. Within six (6) working days of receipt of the final evaluation, the evaluatee may submit a written response to the evaluation, which shall be attached to it.

17.7.8 Division Reevaluation

17.7.8.1 If the final written evaluation includes the recommendation that the faculty member be reevaluated at the division level, the appropriate administrator shall by the end of the fifth (5th) week of the semester following that evaluation, constitute a new evaluation team according to the procedure in 17.7 above. The new team may have the same members as the first (1st) team. The previous final evaluation and any attachments shall be made available to the team.

17.7.8.2 The evaluation process as outlined in 17.7 of this Article shall be followed in the reevaluation.

17.7.8.3 If remediation is required, the appropriate administrator shall provide a written remediation plan with specific actions and timelines to be performed before the next evaluation. The appropriate administrator shall develop a plan for improvement and constructively work with the evaluatee to encourage improvement. The techniques involved shall include consultation, and may include class observations, literature review, arrangement for updating of discipline content expertise, and any other activities deemed appropriate.

17.7.9 Administrative Evaluation of Regular Tenured Faculty

17.7.9.1 Should the final written evaluation (17.7.7) include a recommendation for administrative evaluation, the appropriate Vice President shall review and consider all of the components of the evaluation, as well as documented input from others that has been shared with the evaluatee. The appropriate Vice President may designate an academic employee of the District to perform this review. S/he or the designee may, after prior notification, meet with the evaluatee and/or observe one or more classes conducted by the evaluatee.

17.7.9.2 After consideration of the information gathered in 17.7.9.1, the appropriate Vice President, or her/his designee, shall prepare a written administrative evaluation. If, in the judgment of the appropriate Vice President, or her/his designee, the work of the

evaluatee is less than satisfactory, s/he shall recommend either a reevaluation the following semester at the division level, or another administrative evaluation or other appropriate action.

17.7.9.3 The appropriate Vice President, or her/his designee, shall meet with the evaluatee and present the administrative evaluation. The evaluatee shall acknowledge by signature that s/he has reviewed the document. Within six (6) working days, the evaluatee may submit a written response to the evaluation, which shall be attached to it and placed in the personnel file. If the evaluatee receives a satisfactory evaluation, all materials except the written administrative evaluation and attachments shall be returned to the evaluatee.

17.7.9.4 If remediation is required, the appropriate administrator shall provide a written remediation plan with specifications and timelines to be performed before the next evaluation. It shall be the responsibility of the appropriate administrator to develop a plan for improvement and immediately work constructively with the evaluatee to encourage improvement. The techniques involved shall include consultation, and may include class observations, literature review, arrangement for updating of discipline content expertise, and any other activities deemed appropriate.

17.7.10 Additional Evaluation

If, during the period between regularly scheduled evaluations of a regular faculty member, in the judgment of the appropriate administrator there is a new or escalating issue identified that is significant or compelling, the appropriate administrator may elect to follow the following process to initiate an additional evaluation:

- (a) inform the faculty member by written notice of her/his concerns and the reasons therefore;
- (b) within ten (10) working days of receipt of the written notice, the appropriate administrator shall schedule a meeting with the faculty member to discuss these concerns and opportunities for improvement;
- (c) provide the appropriate vice president a copy of the written notice containing his/her concern. The appropriate vice president will confer with the CCFT president regarding the concerns. A committee of three CCFT officers will review the case and report back within ten (10) days. The committee may seek input from the appropriate administrator if necessary. Information reviewed by the committee will remain confidential.

If the appropriate vice president and CCFT agree, then an additional evaluation, following the process in Article 17.7, will commence with amended timelines.

- (d) depending on the outcome of the additional evaluation, another evaluation may occur the following semester according to Articles 17.7.8 and 17.7.9.

17.7.11 Sixth (6th) Year Option

Subsequent to the first post-tenure evaluation, provided that the previous post-tenure evaluations were satisfactory, the evaluatee may request a

peer/self evaluation. This evaluation process follows the above process for regular faculty but does not include the classroom/worksite observation by the administrator. The administrator may deny the request. The administrator will write the final evaluation based on materials provided by the peer, self-evaluation, and other relevant information. This option may be selected no more than once every six (6) years.

17.8 Procedure - Adjunct Unit Members

17.8.1 Adjunct unit members shall be evaluated by the appropriate administrator. A contract or regular faculty member with relevant discipline expertise (whenever possible) may be selected by the appropriate administrator to act as the evaluation team in 17.6 to conduct the classroom/worksite observation, collect the student evaluations, and complete the observation form. If the evaluatee teaches a distance education class, whenever possible, the person selected by the appropriate administrator to act as the evaluation team shall have experience teaching distance education courses. In addition, the materials detailed in section 17.6.4.3 shall be provided by the evaluatee to the evaluator. If a designee is selected, the appropriate administrator may elect to conduct an additional observation. The appropriate administrator shall write the final evaluation using the process of 17.6.

17.8.2 Adjunct unit members may request in writing and receive an evaluation performed in accordance with the procedure outlined in 17.6.1 employing a team rather than a single individual acting as a team. This team may include the appropriate administrator and/or designee as in 17.8.1 and one academic staff selected by the evaluatee (refer to Appendix K). Absent a written request (refer to Appendix HH) by the end of the seventh (7th) week of the semester, the adjunct unit member shall be evaluated according to section 17.8.1.

17.8.3 If, during the period between regularly scheduled evaluations of an adjunct member, the work of that member shall be determined, in the judgment of the appropriate administrator, to be less than satisfactory, that administrator may elect to follow the following process to initiate an evaluation:

- (a) inform the adjunct member by written notice of her/his concerns and the reasons therefore;
- (b) within ten (10) working days of receipt of the written notice, the appropriate administrator shall schedule a meeting with the adjunct member to discuss these concerns and opportunities for improvement;
- (c) schedule an evaluation of the adjunct member before her/his next regularly-scheduled evaluation if, in the judgment of the administrator, sufficient improvement is not made.

17.9 Procedure - Temporary Contract Faculty

17.9.1 Temporary contract faculty shall be evaluated each academic year as defined in 17.4.4 using the same procedures as probationary faculty according to sections 17.6.1 through 17.6.10.

17.10 Grievances of Evaluation

Evaluation procedures may be subject to the grievance procedure in accordance with Article 12. The content of evaluations is not subject to the grievance procedure set forth in Article 12 except in the case of a decision not to grant tenure and in accordance with Education Code 87610.1 and 87611.

17.11 Access to Materials

Nothing in this article is intended by the parties to waive, abrogate, or otherwise adversely affect the legal rights to access by faculty members to their personnel files, or the legal rights of access by the CCFT to materials related to evaluation which are necessary and relevant to the Union's duty to represent faculty members when disagreements arise over the implementation of the Article.

Article 18

Retirement

- 18.1 At least once each year the District shall hold a forum for employees interested in retirement. The forum shall review the retirement provision of the contract.
- 18.2 "Faculty Emeritus" status to include the following regular faculty privileges:
- (a) staff parking without charge;
 - (b) free admission to designated college-sponsored athletic events, concerts, or plays;
 - (c) library privileges; and
 - (d) upon request, email privileges and/or a mail folder in the mail room.
- 18.2.1 "Adjunct Faculty Emeritus" status shall be granted to an adjunct unit member who is at least 55 years of age, has at least 15 years of service to the District, and discontinues employment with the District. The privileges granted above (18.2a-18.2d) to regular retiring faculty shall also be offered to the adjunct member.
- 18.3 Medical Benefits
- The District shall provide the same medical insurance coverage as provided regular unit members for any unit member who retires with ten (10) years of service as follows. Should the District not be able to provide the similar health coverage within the retiree pool, then this issue shall be opened for negotiations immediately. :
- 18.3.1 Any contract or regular unit member seeking benefits under Section 18.3 must have served ten (10) consecutive years immediately before retiring (this includes temporary contract members employed under Ed Code section 87470). Service as an adjunct member shall not be counted as part of the ten (10)-year qualification period of Section 18.3.
- 18.3.2 In order to receive said benefits, the unit member must retire into and be receiving a monthly retirement allowance from the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) from the time he/she terminates employment as a contract or regular faculty member with the District and will receive benefits under Section 18.3 only so long as he or she is receiving benefits from STRS or PERS and is under the ages specified by Section 18.3.
- 18.3.3 "Consecutive years of service" as used herein means a period of at least ten (10) years not interrupted by voluntary or involuntary resignation or termination for cause. Time spent on unpaid leave will not constitute a break in consecutive years of service but also will not count towards the ten (10)-year qualification period.
- 18.3.4 This coverage may include the retiree's spouse or principal domestic partner and continue until the retiree reaches the age of sixty-five (65).
- 18.3.5 Contract/regular employees hired prior to 2008-09
- The District shall provide the cost of the same medical insurance coverage as provided regular unit members for any unit member who retires with ten (10) years of service. This coverage shall include the retiree's spouse or principal domestic partner and continue until the retiree reaches the age of sixty-five (65). Once a retiree has reached sixty-five (65) and until reaching the age of seventy (70), to the extent possible within the retiree pool available to the District, the District shall provide the cost of medical insurance for the retiree only, in an amount equal to the rate when the retiree was at age sixty-four (64). As soon as any retiree qualifies for Medicare, the District shall not be responsible for providing private medical coverage but shall provide the "Carve Out" plan for the

retiree to age 70. After age seventy (70), the retiree may continue such coverage at her/his own expense. Any additional costs for the coverage shall be paid by the retiree.

18.3.6 Contract/regular employees hired effective 2008-09

18.3.6.1 Retiree Only: Effective for employees hired during or after the 2008-09 academic year and who meet the criteria in 18.3.1, 18.3.2 and 18.3.3, the District shall provide the retiree with a stipend, equal to the rates for a single employee enrolled in the least cost HMO, to purchase medical benefits provided by the District to age 65. The retiree may elect to purchase a higher level of medical coverage at her/his own expense.

18.3.6.2 Retiree with spouse or principal domestic partner: The District shall provide the retiree with a stipend, equal to rates for employee plus one, enrolled in the least cost HMO, to purchase medical benefits provided by the District to age 65. The retiree may elect to purchase a higher level of medical coverage at her/his own expense.

18.3.6.3 Stipend at age 65 and older

Once a retiree qualifies for Medicare and until reaching the age of seventy (70), to the extent possible within the retiree pool available to the District,* the District shall provide a stipend amount equal to the cost of lowest HMO “carve out” plan medical insurance for the retiree only. After age seventy (70), the retiree may continue such coverage at her/his own expense. Any additional costs for the coverage shall be paid by the retiree.

18.4 Dental Benefit

At the time of retirement, retirees shall have the option to continue her/his and her/his spouse's or principal domestic partner's dental coverage at the retiree's expense.

18.5 Retiree's Survivors Medical and Dental Benefits

18.5.1 Survivors (spouse or principal domestic partner and dependent children) of retired unit members have the option of remaining on the District health and dental insurance plan at their own expense.

18.5.2 The monthly premium must be reimbursed to the District one month in advance. Coverage will terminate forty-five (45) days after receipt of the last premium payment or upon termination notice or on survivor's remarriage.

18.6 Pre-retirement (Refer to the specific program requirements with the State Teachers Retirement System.)

18.6.1 Under this program, unit members may be permitted to reduce their work year from full-time to part-time as authorized by law and to have their retirement benefits based on full-time employment. In order to qualify for this program, the unit member shall meet the following requirements:

18.6.2 The unit member must have reached the age of fifty-five (55) prior to the first day of the semester in which reduced-time employment is requested and must submit a request in writing to the Human Resources Department no later than April 15th each academic year, to be effective the following academic year.

18.6.3 Length of participation in the preretirement program shall not exceed ten (10) years as specified in Ed Code 87483 for employees subject to Section 22713 of the Government Code and shall not exceed five (5) years for employees subject to Section 20815 of the Government Code. Unit members requesting preretirement must have been employed full-time in an academic position or a position requiring certification qualifications, or both, for at least ten (10) years, including the immediately preceding five (5) years. Sabbatical leave or other

approved leaves shall not be considered to be a break in service. The period of part-time employment pursuant to this policy shall not extend beyond the end of the school year in which the unit member reaches her/his seventieth (70th) birthday.

- 18.6.4 Part-time employment and the specific assignment shall be by mutual agreement between the unit member and the District. After the completion of one (1) full year in the preretirement program, the unit member may return to full-time duty provided notice has been given by the unit member to the personnel administrator no later than May 1 of the first year in the plan. Thereafter, return to full-time duty may be accomplished by mutual agreement of the unit member and the District.
- 18.6.5 The minimum service for the unit member shall be equivalent of one-half of a full-time load or one-half of the number of days of service required for the academic year.
- 18.6.6 The unit member shall receive the salary which is the pro rata share of the salary earned if she/he continued in full-time employment. The unit member shall retain all other rights and benefits for which she/he provides the payment which would be required if in full-time employment, including retirement contributions paid by the unit member and the District. Both the District and unit member shall make retirement contributions in the same manner, as if the unit member were earning a full salary.
- 18.6.7 The unit member shall receive the same benefits (specified in Article 13 of this Agreement) as a full-time unit member. All leave benefits afforded to a unit member shall be earned by the pre-retiree on a pro rata basis.

18.7 ~~2011-12~~ Retirement **Early Announcement** Incentive Program

There will not be an “early announcement of retirement” incentive program offered for the academic year 2013-14. Should CCFT and the District negotiate to offer such a program in the future, the following process would apply.

- 18.7.1 **Before the end of the spring semester, CCFT and the District meet to determine if a program will be offered during the following academic year. If offered, the program will be based on the one offered in 2012-13 and will include the following features:**
 - a. **The regular faculty member must meet STRS eligibility and retire into the STRS retirement system.**
 - b. **The regular faculty member must have 10 years or more of service credit in the District according to the provisions of Article 18.3.**
 - c. **The regular faculty member must submit a letter to Human Resources Department on or before the last District working day of the September prior to retirement.**
 - d. **The letter submitted to Human Resources Department must specify a retirement date before the next academic year, prior to August 1.**
 - e. **The purpose of this early commitment is to allow the department from which the faculty member is retiring to consider participating in the prioritization process to hire a full time replacement.**
- 18.7.2 **The retiring faculty who meet these provisions will receive the following compensation:**
 - a. **10 years of service to less than 15 years of service in the District: \$8,000 total, to be received in two payments of \$4,000 each during August and September upon retirement.**

- b. 15 years of service to less than 20 years of service in the District: \$10,000 total, to be received in two payments of \$5,000 each during August and September upon retirement.**
- c. 20 years or more of service in the District: \$15,000 total, to be received in two payments of \$7,500 each during August and September upon retirement.**

~~In order to participate in the 2011-12 retirement incentive program, the regular faculty member must meet STRS eligibility requirements, retire into the STRS retirement system, have 15 years or more of service credit in the District according to the provisions of Article 18.3 and must submit a letter to the Human Resources Department in writing, such notice to be received not earlier than May 27, 2011 and not later than 4:00 p.m. September 30, 2011, specifying a retirement date of no later than June 30, 2012. The retiring faculty meeting these provisions will receive the following compensation:~~

~~18.7.1 15 years of service to less than 20 years of service in the District: \$10,000 total, \$5,000 to be paid in July 2012 and \$5,000 in August 2012.~~

~~18.7.2 20 years or more of service: \$15,000 total, \$7,500 to be paid in July 2012 and \$7,500 to be paid in August 2012.~~

- 18.8 The District will provide an alternative retirement plan to Social Security for adjunct members. Adjunct members may opt for this alternative plan, STRS, or Social Security. Once the employee elects the alternative plan, the decision is irrevocable. The combined contribution from the district and the unit member is 7.5%. The District will contribute 4.5% to the alternative plan and the unit member will contribute 3%, deducted from the unit member's pay. The CCFT and the District agree to a retirement plan offered by APPLE as the alternate retirement plan for adjunct faculty.

Article 19

Personnel Records

- 19.1 Personnel records will be kept for each bargaining unit member in compliance with the California Education Code. Such records shall pertain directly to the employment relationship between the unit member and the District. Each personnel record shall be identified by the unit member's name and ~~Social Security~~ **Colleague Datatel ID** number. The personnel file of each unit member shall be maintained at the District's Personnel Office in compliance with the California Education Code.
- 19.1.1 As provided by Section 12.3.2, all documents dealing with the processing of a grievance shall be filed separately from the personnel files of any grievant.
- 19.2 Only the appropriate administrator may place derogatory materials in a unit member's personnel file. A unit member shall be provided with copies of any derogatory material nine (9) work days before it is placed in her/his personnel file. The unit member shall be given an opportunity during the regular business hours of the Personnel Office and without loss of pay to review and initial the material. If a unit member is unable to be present during the regular business hours of the Personnel Office, the District will make a reasonable accommodation for such review. Any written response prepared by the unit member, or her/his designee, shall be attached to the material and placed in the personnel file.
- 19.2.1 The appropriate administrator shall determine whether or not to retain the derogatory material within five days after the unit member submits a written response. If, after review of the unit member's written response, the appropriate administrator decides not to retain the derogatory material, it shall be destroyed in the presence of the unit member. If the appropriate administrator decides to retain the derogatory material, the unit member may request in writing within five days that the appropriate Vice President review the materials and decide whether the derogatory materials should be retained. The Vice President may designate another administrator, other than the administrator who wrote the derogatory material, to conduct the review. As part of the review, the Vice President or designee may request further information from the unit member or the administrator that wrote the derogatory material. The unit member and CCFT shall be informed of the results of the review within 20 days of submitting the request. If the Vice President or designee decides not to retain the derogatory material, it shall be destroyed in the presence of the unit member.
- 19.2.2 A unit member or the District may place in the personnel file any material information relevant to her/his career or advancement.
- 19.2.3 Any material placed in a unit member's file shall be signed and dated and shall also indicate the date of such placement.
- 19.2.4 Complaints from students, parents, citizens or non-supervisory or non-management employees of the District, shall be investigated by an appropriate administrator. Should the appropriate administrator find substance to the complaint, and should the appropriate administrator feel that the complaint should become a part of the unit member's personnel file, then the appropriate administrator shall reduce the complaint to writing and

follow the procedures of this Article to place the derogatory material in the unit member's personnel file.

- 19.3 A unit member shall have the right at any reasonable time and without loss of pay, to examine and/or obtain copies of any material from the unit member's personnel file, with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the unit member involved. Such preemployment materials shall be sealed and filed in the personnel file.
- 19.4 All personnel files shall be kept in confidence and shall be available for inspection only by the appropriate administrator of the District. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the unit member's personnel file shall be available for examination by the unit member, or her/his CCFT representative if authorized by the unit member. The log shall be maintained in the unit member's personnel file. The custodians of the personnel files engaged in routine filing of documents, shall not be required to enter their names on such logs.
- 19.5 Each unit member shall provide the personnel office with their mailing address which must be different from that of the college, and phone number when available. Each unit member shall inform the personnel office of any changes in her/his name, mailing address or phone number.
- 19.6 The District will only release information to creditors or other persons upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given from personnel files shall be limited to verification of employment, length of employment and verification and disclosure of salary range information. Release of more specific information may be authorized in writing by the unit member.
- 19.7 Except as provided for in the California Education Code, and except for egregious matters which do not require progressive discipline, no adverse action of any kind shall be taken against an employee based upon materials which are not in her/his personnel file.
- 19.8 Derogatory material which has been placed in the file, shall be sealed after four (4) years, and thereafter shall not be used in any adverse action against the unit member.
- 19.9 The District shall require a unit member to acknowledge the entry of any document into her/his personnel file. This acknowledgment in no way indicates that the unit member agrees with or admits to the material being entered, rather it merely signifies that the unit member has had the opportunity to review the material.

Article 20

Completion of Meet and Negotiation

- 20.1 The parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement except by mutual agreement by both parties.

Article 21

Duration of Agreement

21.1 The parties agree to a three-year agreement effective July 1, ~~2010-2013~~ through June 30, ~~2013-2016~~ upon ratification by the parties.

Article 22

No Strike, Work Stoppage or Lockout

- 22.1 It is agreed and understood that there will be no strike or work stoppage by CCFT, its officers or bargaining unit members during the term of this Agreement.
- 22.2 The CCFT recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and agrees to make every effort toward inducing all unit members to do so.
- 22.3 In the event the CCFT violates this Article, the District shall be entitled to withdraw any rights, privileges, or services provided to CCFT in the Agreement.
- 22.4 The CCFT expressly agrees that the District has a right to enforce this provision in a court of law without recourse to arbitration or the procedures of the California Public Employment Relations Board.
- 22.5 The District shall not engage in a lockout during the term of this Agreement.

Article 23

Savings Provision

- 23.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Article 24

Intellectual Property Rights

24.1 Intellectual Property Rights

Cabrillo Community College District recognizes the need to adopt and maintain an Intellectual Property Rights policy that encourages faculty and staff to engage in the production of scholarly works, creative publications, and technology-based materials. Inherent in these policies are the following general assumptions:

- a. That the rights of faculty, staff, and the District need to be fairly balanced through mutual agreement.
- b. That the following definitions regarding copyright, royalties, and utilization of all materials will be consistent with the promotion of academic freedom and “fair use” guidelines.
- c. The District is not interested in entering into agreements for the express purpose of achieving a financial gain. The District is interested in receiving fair compensation for use of public resources employed in creation of such works.

24.2 Copyright Ownership

24.2.1 The right to claim copyright shall be determined in the following manner:

- a. The right to copyright the material will belong to the faculty or staff member responsible for its creation. The District may claim the right to copyright materials if the District specifically commissioned it.
- b. A faculty or staff member may claim the right to copyright any material created outside of the faculty or staff member’s employment with the District. If this creation involves use of District equipment or supplies, the faculty or staff member shall retain the right to copyright the material, but shall reimburse the District for the cost of production.
- c. The District and the faculty or staff member may agree to share the right to copyright materials if the work is created by the faculty or staff member and the District contributes services, staff, or financial resources necessary for completion. This will be accomplished through a separate contract at the time the project is initiated. Faculty and staff should consult with their respective bargaining agent before entering into the contract.
- d. If District funding is provided to allow instructors to develop online materials for their courses, these online versions will be based on currently developed material and, therefore, on material currently owned and copyrighted by the instructors. In such cases, the instructor shall own the copyright of the developed online materials, and agrees to give the District a non-exclusive license to use the developed materials. The instructor has the right to provide or teach similar courses at other institutions using the developed materials, and Cabrillo College has the right to share the developed materials with other instructors at the college.

24.3 Copyright Registration

24.3.1 Responsibility for official registration of copyright will lie with the owner of the copyright. In those cases where there is shared ownership, the District will be responsible for filing for both parties for registration of copyright.

24.4 Royalties and Distribution Rights

24.4.1 The ownership of copyright determines royalty distribution rights.

- a. When faculty or staff members have full copyright ownership, they retain full royalty distribution rights.
- b. When the District has full copyright ownership, it retains full royalty distribution rights.
- c. If the District and the faculty or staff member share copyright ownership, royalty distribution rights will be as follows:
All royalties or profits will be distributed to reimburse the copyright owners for documented expenses related to the creation and production of the materials. Any remaining royalties or profits will be distributed according to the terms of a separate contract.

24.5 District Use of Copyrighted Materials

24.5.1 If the District wishes to videotape, broadcast or televise any classroom, laboratory, or other instructional activity, it will first obtain the written permission of the faculty or staff member.

24.5.2 Before the District enters in to any agreement for commercial redistribution of an instructional activity performed by the faculty or staff member as part of their employment with the District, the District will first obtain written permission of the faculty or staff member. Any royalties or profits will be distributed according to the terms of a separate contract.

Article 25

Academic Calendar

The District and CCFT will meet to develop the academic calendar for each year.

25.1 General Conditions

- 25.1.1 The academic calendar shall be for 175 days of instruction or as otherwise stipulated in state statutes.
- 25.1.2 Holidays specified in Education Code §79020 or other state statutes shall be respected in each academic calendar.
- 25.1.3 The parties intend that the academic calendar will extend the greatest opportunity practicable to encourage student enrollment.
- 25.1.4 Every effort will be made to minimize the clustering of holidays on any particular day of the week.

Article 26

Reopening of Negotiations and Specific Provisions of Agreement

Notwithstanding the waiver of the duty to negotiate in Article 20 herein, the parties specifically agree to reopen the meet and negotiate process during the term of this Agreement as follows:

26.1 During the ~~2013-14 year, 2013-16~~ 2010-11, 2011-12, 2012-13 fiscal years, the parties agree to reopen **the following:**

~~Article 13.1, Salary Schedules and Article 14.2, District Paid Insurance Stipend~~

~~2013-14 only:~~

26.1.1 Article 10 Leaves, to review and add language related to the State Disability Insurance (SDI) ~~DI~~ program

26.1.2 Article 11, Workload:

11.2.2.14 Distance Education will be reopened if state mandates require a change in Distance Education

11.2.2.15 Interdisciplinary Classes, Linked Courses

11.2.2.16 Interdisciplinary Classes

11.5.2 Counseling will be reopened as necessary to address issues related to implementation of the Student Success Initiative

26.1.3 Article 16.16 Ancillary Activities Fund:

The parties agree to form a committee to explore funding for specific adjunct ancillary activities.

26.2 During the 2014-15 year, the parties agree to reopen ~~_____~~ **2014-15 only:**

~~Article 14.2, District Paid Insurance Stipend~~

Article 17, Evaluation and Tenure and related appendices.

26.3 During the 2014-15 and 2015-16 fiscal years, the parties agree to reopen **Article 13.1, Salary Schedules, and Article 14.2, District Paid Insurance Stipend.**

~~26.2 During the 2010-11 fiscal year, the parties agree to negotiate whether or not to offer the Employment Development Department, State of California new program for elective coverage for Disability Insurance for adjunct faculty.~~

~~26.3 During fall 2010 the parties agree to negotiate workload for Article 11.2.2.15, Interdisciplinary classes.~~

26.4 No other openers are authorized except by mutual agreement.

Signed and entered into ~~this~~ **this 10th day of June, 2010** ~~2010~~ **2013**

For the District

For CCFT

Pegi ArdWanda Garner

Maya Bendotoff

~~Wanda Garner~~ **Victoria Lewis**

~~John Govsky~~ **Debora Bone**

~~Victoria Lewis~~ **Loree McCawley**

~~Paul Harvell~~ **John Govsky**

~~Dan Martinez~~ **Graciano Mendoza**

~~Eric Hoffman~~ **Paul Harvell**

~~Margery Regalado Rodriguez~~ **Kathie Welch**

~~Teresa Macedo~~ **Eric Hoffman**