

ARTICLE I
TERM

1.1 This Agreement, when adopted by the Governing Board, shall remain in full force and effect from August 14, 2001 up to and including June 30, 2004. Thereafter, it shall continue in effect year by year unless one of the parties notifies the other, in writing, of its request to modify, amend, or terminate the Agreement. If such a request is made, both parties shall enter into negotiations not later than 120 days prior to the expiration of the contract, in accordance with PERB regulations.

Signed and entered into this _____ day of _____, 2001.

Barbara Cherbak
President, Governing Board

Michael Alexander
President, CCFA

Paul J. Gomez
Vice President, Governing Board

Dale DesLauriers
CCFA Negotiations Committee
Chief Negotiator

Kathleen R. Brugger
Clerk, Governing Board

DE Creasy
CCFA Negotiations Committee

Gary L. George
Member, Governing Board

Bret McMurrin
CCFA Negotiations Committee

Lee McDougal
Member, Governing Board

Kyle Pennett
CCFA Negotiations Committee

Donald B. Berz
Associate Supt./VP of Instruction
Board Agent/District Chief Negotiator

Jim Powell
CCFA Negotiations Committee

ARTICLE II RECOGNITION

2.1 The District hereby acknowledges the Chaffey College Faculty Association, herein known as the Association, as the exclusive representative for all academic employees contained in the May 8, 1980, voluntary recognition document, except as hereby amended to exclude the Children's Center Specialist, Developmental Disabilities Specialist, Physical Disabilities Specialist, Learning Disabilities Specialist, Health Services Specialist, EOP&S Specialist, Director of Athletics, Student Activities Specialist, head coaches and assistant coaches, and as certified by the Public Employment Relations Board (PERB).

In this Agreement, the word faculty means all persons employed in academic positions. These include instructors, counselors, librarians, nurses, resource specialists and instructional specialists. Guest lecturers, consultants, independent contractors, and professional experts do not hold academic positions.

2.2 If any new academic contract positions, except those designated as management positions are established during the term of this Agreement, the placement of those positions in or out of the bargaining unit shall be made by mutual agreement. Should the issue not be resolved, it may be submitted at any time by either party to the Public Employment Relations Board (PERB) for a ruling.

ARTICLE III
SUPPORT OF AGREEMENT

The District and the exclusive representative agree that it is to their mutual benefit to encourage the resolution of differences through the meeting and negotiation process. Therefore, it is agreed that the District and the exclusive representative will support this agreement, and that the exclusive representative, for its term, will not appear before the Governing Board to seek change or improvement in any matter subject to the meeting and negotiation process except by mutual agreement of the District and the exclusive representative.

ARTICLE IV
MAINTENANCE OF STANDARDS

4.1 Except as provided in this Agreement, Chaffey College Governing Board policies in effect and in use during the 1981-82 academic year which relate to wages, hours of employment, and other terms and conditions of employment within the scope of representation shall remain in effect during the terms of this Agreement.

4.2 It is agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

4.3 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate with the District and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement.

ARTICLE V
NON-DISCRIMINATION

The District and the Association agree to adhere to a policy of non-discrimination in education and employment, and to comply with all pertinent provisions of Title 7 and 9 of the U. S. 1964 Civil Rights Act as amended in 1972, and other applicable executive orders and State and Federal laws.

Discrimination complaints are not subject to the grievance procedure and shall be covered by the District's Discrimination Policy and Procedures.

ARTICLE VI DISTRICT RIGHTS

6.1 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. Included in, but not limited to those duties and powers, are the rights to:

- a) Determine its organization;
- b) Direct the work of its employees;
- c) Determine the times and hours of operation;
- d) Determine the level, means, and kinds of services to be provided;
- e) Establish its educational policies, goals, and objectives;
- f) Ensure the rights and educational opportunities of students;
- g) Determine staffing patterns;
- h) Determine the number and kinds of personnel required;
- i) Maintain the efficiency of District operations;
- j) Determine the curriculum;
- k) Build, move, or modify facilities;
- l) Establish budget procedures and determine budgetary allocation;
- m) Determine the methods of raising revenue;
- n) Take action on any matter in the event of an emergency. (An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action which affects District facilities or equipment or otherwise involves an act of God or specific governmental order requiring the District to take certain action or refrain from taking certain action.)
- o) The Governing Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

6.2 The exercise of the foregoing 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 Agreement, and then only to the extent that such specific and express terms are in conformance with law.

ARTICLE VII ASSOCIATION RIGHTS

Any exercise of Association rights shall be in accord with Education Code Section 7054.

7.1 Use of Equipment

For Association business, the Association officers and no more than ten (10) specifically authorized members shall have use, without charge, of District typewriters, computers, duplication equipment, calculation equipment, and audiovisual equipment. Data processing equipment located in school or departmental offices may be used by the Association exclusive of times when such equipment is being used for District purposes. The Association's officers may use existing telephones provided it reimburses the District for the cost of toll calls. Reasonable usage of other equipment may occur upon mutual agreement with the District. The Association shall be allowed to use the lithographic services of the District provided that the actual costs are paid by the Association and that the Association adheres to established procedures of the Lithography Department.

7.2 Association Communications

The Association shall be entitled to use one-third of the space available on each existing District bulletin board. The Association shall have the right to use the college's regular communication distribution system for Association communications and shall be provided access to all faculty mailboxes for such use through appropriate methods.

7.2.1 All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a signed authorization by the Association President or designee.

7.2.2 Association postings and distributions of information shall comply with Article V of this Agreement and the District Discrimination Policy.

7.2.3 The Association releases the District and its representatives from any liability which arises from Association literature or postings.

7.3 Names and Addresses of Bargaining Unit Members

Within twenty-five (25) working days of the first day of each fall and spring term, the appropriate administrator shall provide the names and job titles of all full-time and part-time bargaining unit members by relevant work unit to the Association President or designee. Home addresses and telephone numbers (unless restricted) of all full-time and part-time bargaining unit members shall be provided to the Association provided the Association submits to the District written certification from the Association that the bargaining unit members have authorized the District to release the requested information.

7.4 Names of Association Officers

The Association shall provide the appropriate administrator with the names of all officers of the Association within twenty (20) working days after election or appointment.

7.5 Association Business

Elected officers and appointed committee chairpersons of the Association shall be free to conduct Association business, including processing grievances and conducting official meetings, on college property in accordance with Subsection 7.6 below pertaining to the "Use of Facilities." Association activities will be conducted so as not to interfere with the intended educational process.

7.6 Use of Facilities

The Association shall apply for facilities usage pursuant to established procedures.

Use of District facilities by the Association shall conform to the following regulations:

7.6.1 The Association may, subject to availability, use District facilities for Association-related meetings and activities. The use of facilities may not interfere with the educational or administrative functions of the District.

7.6.2 The use of facilities by the Association shall be free of charge. Charges will only be made to cover District expenses directly occasioned by the facility use. Such charges shall include, but are not limited to, non-routine security and custodial costs, as well as costs for materials consumed.

7.6.3 In the event that the Association is denied approval for the use of a facility, approval shall be granted for use of an alternative time or facility provided that the Association shall be granted such use at a time within forty-eight (48) hours of the original request.

7.6.4 The Association is fully responsible for all loss or damage to District property during the period of use of such property.

7.6.5 All books, pamphlets, posters, and other items of literature which may have been used or distributed during a period of use must be removed when no longer in use.

7.6.6 No law or District policy relating to the use of facilities shall be violated during the occupancy of District facilities.

7.6.7 The Association is responsible for the removal and proper disposal of all decorations, props, equipment, or other devices it might use in connection with an event. All are to be removed as soon as practicable after the event, but, in any event, not later than 8:00 a.m. of the next school or business day.

7.6.8 The Association is responsible for the return of facilities in the same condition as they were at the time of entry except for normal sweeping and final disposal of trash.

7.6.9 Use of District facilities by the Association shall be subject to approval of the Association's President or designee.

7.7 Board Agenda

The Association President or designee will be guaranteed a place on the Agenda at each regular Governing Board meeting, but not at the table.

7.8 Association Reassigned Time

For the length of this Agreement, the Association shall be granted six (6) equated hours per term (or the equivalent for non-teaching faculty) reassigned time. By no later than fifteen (15) days following the signing of this Agreement, the Association will designate in writing to the superintendent/president or designee each designated bargaining unit member who is to receive reassigned time.

During only those terms in which negotiations for a new contract occur, not more than five (5) members of the negotiating team shall be compensated at the prevailing non-instructional hourly rate for three (3) hours per week per term or reassigned for three (3) hours per week per term.

7.9 Consultation Within Scope

The District shall consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent that such matters are within the discretion of the public school employer under the Education Code and Government Code Section 3543.2.

**ARTICLE VIII
CONCERTED ACTIVITIES**

8.1 No Strike, No Work Stoppage, etc.

It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

8.2 Disciplinary Action

It is agreed and understood that any bargaining unit member violating this provision will be subject to loss of pay and discipline up to and including termination by the District. During the period of salary negotiations, Section 8.1 above will be suspended excluding a strike or work stoppage.

ARTICLE IX
SAVINGS PROVISIONS

If any provisions of this Agreement or any application thereafter to any bargaining unit member or group of bargaining unit members is held to be contrary to law by a court of competent jurisdiction, such provisions or application would not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**ARTICLE X
HEALTH AND SAFETY**

10.1 District Compliance

- a) The District shall conform to and comply with all health and safety laws.
- b) The District shall provide conditions as healthy and safe as reasonably possible for the safety of the unit members while they are in college facilities and using those facilities provided for the purpose of carrying out their assigned responsibilities.

10.2 Safety and Health Precautions

10.2.1 Faculty members shall observe normally acceptable safety precautions in the performance of their assigned duties.

10.2.2 Faculty members shall be responsible for conforming to and complying with District policy, procedures, rules and regulations that pertain to the college facilities.

10.2.3 Faculty members shall exercise their independent judgment as it applies to health and safety precautions in order to maintain a classroom environment conducive to learning.

10.3 Reporting Violations

- a) When appropriate, faculty members will report in writing to their immediate supervisor any condition that comes to their attention that may pose a threat to the health or safety of any person associated with the District.
- b) The District shall investigate allegations of health and safety violations and take appropriate actions in a timely manner to correct the condition found to be unhealthy or unsafe.
- c) In the event a District administrator knows, through appropriate documentation, that a student may pose a serious threat to the safety of the bargaining unit members or other students, the District shall, to the extent of the law, notify the unit member, through his/her supervisor about the possible safety threat.

10.4 Committee

The Association shall appoint one (1) member to serve on the District Health and Safety Committee which, among other purposes, shall have the charge of developing health and safety rules or health and safety programs.

**ARTICLE XI
HEALTH AND WELFARE BENEFITS**

11.1 Health and Welfare Benefits/Bargaining Unit Member and Dependent Insurance Coverage

The District agrees to maintain its current levels of coverage for all members of the bargaining unit for the following:

11.1.1 Medical/Hospital/Surgical Coverage

The District's contribution for medical coverage shall not exceed the annual premium cost of Kaiser Health Plan A for the duration of this Agreement. Any premium costs during the life of this Agreement which exceed the annual premium cost of Kaiser Health Plan A shall be borne by the employee.

11.1.2 Dental Coverage

In addition to the basic coverage, dental coverage shall not exceed an annual maximum of \$2,000 and four (4) cleanings per twelve-month period.

11.1.3 Vision Coverage

11.2 Eligibility

Only those bargaining unit members who are categorized as contract or regular or temporary contract, half-time or greater, on the annual salary schedule are eligible for the above benefits.

11.3 Bargaining Unit Members - Early Retirees

11.3.1 Bargaining unit members who retire prior to the age of sixty-five (65) and who were participating in the District health and welfare programs may continue participation in the District health, vision, and dental programs. Participation in the program shall be voluntary on the part of the former bargaining unit member.

11.3.2 To be eligible in this program, the early retiree must:

- a) Be younger than age sixty-five (65) and at least fifty-five (55) years of age at the time of retirement. The program will not be available to those bargaining unit members who have reached sixty-five (65) years of age, or are under fifty-five (55) years of age.
- b) Have, at the time of retirement, at least fifteen (15) contract years of service as a bargaining unit member with the District at .50 FTE or greater.
- c) Not participate in any other District early retirement program that offers health and welfare benefits.
- d) Be eligible for coverage under the District health, dental, and vision group plans except as provided for in section 11.3.3 (d).

11.3.3 The terms of the early retirement health and welfare program shall be as follows:

a) The District will continue on behalf of the qualifying retiree and the eligible dependents at the time of retirement, the amount of the premium set forth in the then applicable collective bargaining agreement for health, dental, and vision benefits. This amount may vary from year to year depending upon modifications made to the collective bargaining agreement between the District and Chaffey College Faculty Association (CCFA).

b) The contributions set forth in 11.3.3 (a) shall apply to District-adopted health and welfare programs for active bargaining unit members. Any modifications made at any time in such programs shall apply to participating early retirees.

c) In the event the medical plan elected by the participating early retiree exceeds the District's contribution rate, it shall be the participating early retiree's responsibility to ensure that the appropriate differential amount is received by the District on the first of the month prior to the month for which payment is being made. If payment is not received by the fifth (5) day of each month, termination of benefits will occur on the last day of the month for which payment was received.

d) Upon reaching age sixty-five (65), all benefits under this program shall terminate.

11.3.4 In the event that bargaining unit members who retire under this program, or any other early retirement program, become ineligible to participate in the District-adopted health and welfare programs for any reason other than residency, the District shall have no further obligations under this early retirement program and all benefits shall terminate immediately. If the reason for ineligibility is the residency of the participant, the District shall continue to contribute the same dollar amount set forth in section 11.3.3 (a) on behalf of the participating early retiree, provided the conditions below are satisfied:

a) It shall be the responsibility of the participating early retiree to:

- 1) Secure and enroll in a plan that provides for appropriate coverage for the retiree and any eligible dependents;
- 2) Pay the premiums for the plans elected directly to the insurer;
- 3) Provide the District with proof of payment at such time and in such a manner as required by the District.

b) In the event the participating early retiree satisfies all of the conditions set forth in section 11.3.4 (a), 1, 2, and 3, the District shall reimburse the retiree for payments made to the insurer in an amount not to exceed the contribution set forth in section 11.3.3 (a). The District will reimburse the retiree only after receipt of satisfactory information that the premium has been paid by the early retiree to the insurer.

11.4 Life Insurance Coverage

The District shall maintain the existing life insurance coverage for all bargaining unit members.

ARTICLE XII PERSONNEL FILES

12.1 There shall be one (1) official District personnel file for each bargaining unit member. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the bargaining unit member's employment with the District. The personnel file shall include, but need not be limited to, records of employment with the District and records of professional evaluation. In addition, such records as educational advancement and pertinent work experience as provided by the bargaining unit member shall be a part of the official District file.

Each contract/regular bargaining unit member will keep the District Office of Human Resources advised of the bargaining unit employee's current home or mailing address and telephone number.

12.2 The material in the file shall be made available for the inspection of the bargaining unit member to whom the file pertains except ratings, reports, or records which were (1) obtained prior to employment of the bargaining unit member; (2) prepared by identifiable examination committee members; and (3) obtained in connection with a promotional evaluation.

12.3 The personnel file shall be kept in a secured place in the Office of Human Resources. Any employee may examine his or her own personnel file maintained by the Chaffey Community College District at any reasonable time. A representative may, with written authorization by the bargaining unit member, have access to the respective file. Such review shall take place in the presence of an authorized representative of the Chaffey Community College District. An employee may not remove documents from their personnel file, but may request to have such documents reproduced for personal use at the employee's expense. When a bargaining unit member's file is opened for any purpose other than routine office work, a file utilization form shall show the name of the person opening the file, the date, and the purpose.

12.4 Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District. Anonymous communications shall not be placed in the personnel file nor in any other file maintained in the District.

12.5 A bargaining unit member may forward to the chief personnel officer materials for inclusion in his or her file. All reasonable requests for inclusion of pertinent material in the bargaining unit member's file shall be accommodated. Materials not filed shall be returned to the bargaining unit member.

12.6 The bargaining unit member shall have the right to respond in writing to any clearly designated item in the file. The response shall be attached to the designated item.

12.7 Information of a derogatory nature, except that listed under Section 12.2 of this Article, shall not be filed unless and until the bargaining unit member is given written notice and an opportunity to review and attach a written response within fifteen (15) calendar days of receipt of such materials in accord with Education Code provisions. Due to special circumstances, a time extension may be granted by the chief instructional officer or designee.

12.8 The bargaining unit member shall have the right to copies of materials within the file except as noted in Section 12.2 above. The actual cost of such duplication shall be paid by the bargaining unit member. In the event of disciplinary action against the bargaining unit member, such member, upon request, shall be provided at District expense with a copy of any or all material in the file deemed necessary by the bargaining unit member, except as noted in Section 12.2 above.

12.9 Derogatory material placed in a faculty member's personnel file, according to state law, other than Class I—permanent records, may be destroyed upon the written request of the faculty member when such material is more than three (3) years old.

ARTICLE XIII
GRIEVANCE PROCEDURE FOR BARGAINING UNIT MEMBERS

13.1 Definitions

13.1.1 "Grievance" A "grievance" is an allegation by a grievant that one has been adversely affected by a violation of the specific provisions of this Agreement.

13.1.2 "Grievant" A "grievant" may be any bargaining unit member of the District covered by the terms of this Agreement who alleges that one has been adversely affected by a violation of the specific provisions of this Agreement. The grievant may be accompanied by a representative of the Association at any level or step in the grievance process.

13.1.3 "Day" A "day" is any day in which central administrative offices of the District are open for business.

13.1.4 "First-level manager" The "first-level manager" is the lowest level supervisor or administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances by the superintendent/president.

13.1.5 "Timelines" An extension of "timelines" as specified in Paragraph 13.2.2 "Formal Levels" may be extended by mutual agreement between the appropriate administrator, or designee, and the appropriate Association representative, provided the request is made prior to the expiration of the stipulated timelines. Extensions during the summer months or at times when classes are not in session shall receive automatic approval provided such requests are made in a timely manner.

13.2 Procedure

13.2.1 "Informal Level" Within ten (10) days after the grievant becomes aware of the occurrence of the act or omission giving rise to the grievance, and before filing a formal written grievance, the grievant shall attempt to resolve the issue by an informal conference with the appropriate first-level manager and/or the person occasioning the grievance, who shall respond to the grievant within five (5) days. If the recipient of the grievance does not respond within the time limit, the grievant may file a formal grievance.

13.2.2 Formal Levels

Level I

If the grievant is not satisfied with the decision at the informal level, the grievant must within ten (10) days present the grievance in writing on the District's grievance form to the first-level manager or the person occasioning the grievance.

This shall be a clear, concise statement of the grievance, the circumstances involved, the specific Agreement provision allegedly violated, the decision rendered at the informal conference, and the specific remedy sought.

The recipient of the grievance (i.e. the first-level manager or person occasioning the grievance) shall communicate a decision to the bargaining unit member in writing within five (5) days after receiving the grievance. If the recipient of the grievance does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, the recipient of the grievance may request a personal conference with the grievant with the stipulation that the grievant may be accompanied by an Association representative.

Level II

If the grievant is not satisfied with the decision at Level I, the grievant may within five (5) days appeal the decision on the appropriate form to the superintendent/president or designee.

This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.

The superintendent/president or designee shall communicate in writing a decision to the grievant within five (5) days. If the superintendent/president or designee does not respond within the time limits provided, the grievant may proceed to arbitration.

13.3 Arbitration

If the grievant is not satisfied with the decision at Level II, the grievant may within five (5) days submit a request in writing to the Association requesting binding arbitration of the dispute. Within fifteen (15) days of the receipt of the grievant's request, the Association shall review the request and notify the grievant and the District that it wishes to submit or not submit the grievance to arbitration.

The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the District shall request the American Arbitration Association to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the submitted grievance. After hearing the grievance, the arbitrator shall within thirty (30) days submit in writing to all parties his/her findings and decisions.

The arbitrator's decision shall be final and binding.

The arbitrator will have no power to add to, or subtract from, or modify the terms of this Agreement or the policies and procedures of the District.

13.3.1 Computation of Timelines - Except for the initiation of the grievance at the informal level, timelines begin with the date the response is received by the grievant if personal service has been obtained, or if the United States Postal Service is utilized, two (2) mail service days after the date imprinted by the Postal Service on the envelope containing the communication.

13.3.2 Failure of the grievant (or the Association pursuant to Section 13.3) to meet the time limits provided for in this Agreement article shall be deemed a withdrawal of the grievance.

ARTICLE XIV LEAVE PROVISIONS

Any bargaining unit member with justifiable reason may, upon request, be granted a leave of absence by the Governing Board.

No leave of absence may extend beyond the close of the current school year except by renewal by the Governing Board. A bargaining unit member who has been on leave for one (1) year will not be eligible for a renewal, except as recommended by the superintendent/president and approved by the Governing Board. The member's salary is computed upon a per diem basis. Per diem salary for bargaining unit members will be computed by dividing the bargaining unit member's total annual service days into the annual salary.

Unless otherwise specified by the District, each bargaining unit member on leave must notify the Office of Human Resources in writing by February 15 as to whether he or she will return to employment for the following year. The notification will be binding on the District and the bargaining unit member, and failure to notify the District on or before February 15 or failure to subsequently fulfill the commitment made on February 15 will be considered a voluntary resignation unless unusual circumstances warrant reconsideration by the Governing Board.

14.1 Definition of Immediate Family

For the purposes of this agreement, "immediate family" is defined as follows: child (including biological, foster, adopted, step-child, legal ward, or a child of a person standing *in loco parentis*), parent (including biological, foster, adopted, step-parent or legal guardian), grandparent, or grandchild of the bargaining unit member or of the spouse of the bargaining unit member, and the spouse, son-in-law, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the bargaining unit member, or any relative living in the immediate household of the bargaining unit member.

14.2 Sick Leave

14.2.1 Each full-time bargaining unit member is entitled to one (1) day sick leave for each month of paid service including sabbatical leave. If the bargaining unit member's assignment is less than 1.00 FTE, the member shall earn the proportionate fraction thereof. Sick leave shall be allocated at the beginning of the academic year or contract period (if less than an academic year). Sick leave may not be used prior to the effective date of employment.

Sick leave benefits may be transferred from other public school employment at the written request of the employee and credited to the bargaining unit member in accordance with the requirements and procedures of the California Education Code.

Sick leave benefits shall be canceled with the District when a bargaining unit member severs official employment with the District. Sick leave benefits may be transferred to other public school employment, pursuant to the provisions of California Education Code.

When absent due to illness, the bargaining unit member will be paid as though working until the accumulated sick leave has been used.

When sick leave has expired, a bargaining unit member will be paid for a period not to exceed five (5) months the difference between one's salary and that paid to a substitute pursuant to the provisions of California Education Code.

14.2.2 Temporary part-time hourly bargaining unit members earn sick leave benefits, applicable to hourly assignments only, on the basis of one and one-half (1.5) absences per semester or summer session for each assigned class or non-instructional service provided.

14.2.3 Filing of Absence Reports

To receive credit for absence under these sick leave policies, the bargaining unit member shall complete and submit to first level manager the District's absence report form on the day the bargaining unit member returns to work.

For full-time bargaining unit members, absences of five (5) service days or more, require that a certificate of illness or injury, and/or a medical authorization to return to work, be presented to the first level manager. The documents must be signed by a licensed physician.

For part-time bargaining unit members, a certificate of illness or injury, and/or a medical authorization to return to work, shall be required under the following conditions:

- One (1) assignment day per week, after the 2nd consecutive absence
- Two (2) assignment days per week, after the 3rd consecutive absence
- Three (3) assignment days per week, after the 4th consecutive absence
- Four (4) assignment days or more per week, after the 5th consecutive absence

If there is reason to believe that there has been a misuse of sick leave, the appropriate administrator may require the bargaining unit member to provide a medical verification for an absence of any duration.

14.3 Pregnancy Disability Leave

14.3.1 Bargaining unit members are entitled to use sick leave for disabilities caused by or attributed to pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions that govern leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or non-medical preparation for child bearing, but shall be limited to those disabilities set forth above. The length of the pregnancy disability leave, including the date on which the leave shall commence and the date on which duties are to be resumed, shall be determined by the bargaining unit member and the bargaining unit member's physician.

14.3.2 Contract/regular bargaining unit members are entitled to leave without pay for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from once sick leave provisions have been exhausted. The date on which the bargaining unit member shall resume duties shall be the day after the disability is ended as determined by the bargaining unit member on leave and the unit member's physician. The leave shall not exceed twelve months per occurrence. The first-level manager shall inform the appropriate administrator with reasonable advance notice of the bargaining unit member's anticipated date of return.

14.4 Industrial Accident Leave

14.4.1 A bargaining unit member who is absent from duty because of illness or injury resulting from an accident or condition which qualifies under Occupational and Workers' Compensation Insurance shall be granted an occupational leave not to exceed sixty (60) days for the same accident in any one fiscal year. Occupational leave shall be granted from the first day of disability but shall not extend beyond the last day for which temporary disability indemnity is received from the District Workers' Compensation Insurance Administrator. When the leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due to him or her for the same illness or injury.

14.4.2 Only absences which are supported by a doctor's certificate and have been verified by the District Workers' Compensation Insurance Administrator to be the result of a work-connected injury or illness can be paid under the occupational leave policy. Any absence that cannot be so

verified shall be charged against the bargaining unit member's personal illness leave or other appropriate leave.

14.4.3 Should the bargaining unit member's absence due to an occupational injury or illness extend beyond sixty (60) days, the bargaining unit member shall be entitled to use accrued personal illness leave until temporary disability benefits cease, until he or she returns to duty, or until personal illness credits have been used up, whichever is sooner.

14.4.4 During any period a bargaining unit member is receiving only a regular salary from the District, the bargaining unit member is required to endorse over to the District all temporary disability benefits received from the District Workers' Compensation Insurance Administrator. Charges to the bargaining unit member's leave balances shall be as follows:

a) Occupational leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid by the District Workers' Compensation Insurance Administrator.

b) Personal illness leave shall be reduced only by that amount necessary to provide a full day's salary when added to temporary disability benefits.

14.4.5 A bargaining unit member who is absent because of a work-connected injury or illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed one's full salary during the period of absence.

14.4.6 A bargaining unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

14.4.7 When all available leaves of absence, paid or unpaid, have been exhausted, and if the bargaining unit member is not medically able to assume the duties of his or her position, he or she may be placed on unpaid leave of absence, at which time he or she shall be granted paid health insurance benefits in the same manner as though he or she were an active regular bargaining unit member of the District.

14.5 Personal Necessity

14.5.1 A bargaining unit member may use up to six (6) days of accumulated sick leave per year as personal necessity.

14.5.2 A personal necessity is defined as an activity which is serious in nature, cannot be reasonably disregarded, can only be performed during the normal school day, and cannot be performed before or after regular school hours. Paternity leave, death in the family, illness or accident involving the bargaining unit member or property or a member of the immediate family, certain types of medical and dental services, or other compelling personal reasons are included as personal necessity leave. Absences for social or recreational activities, departing early or returning late for duty, are not defined as personal necessity.

14.5.3 Under no circumstances shall personal necessity leave be used by the bargaining unit member to participate in Association activities or a concerted job action as outlined in Article VIII.

14.5.4 The use of this leave due to a death in the immediate family would be in addition to bereavement leave set forth in section 14.7 below.

14.5.5 The bargaining unit member may be required to submit a written statement to substantiate the personal necessity leave.

14.6 Catastrophic Family Care

Sick leave may be used for catastrophic care for an immediate family member not to exceed four (4) days in an academic year. If sick leave is used for this purpose, the time off will be deducted from accrued sick leave. An extension of absence may be granted at the discretion of the superintendent/president, subject to the approval of the Governing Board.

14.7 Bereavement Leave

No deduction in salary or sick leave entitlement shall be made for absence due to death in the immediate family. Not more than three (3) days' absence, or five (5) days if out-of-state travel is necessary, shall be allowed under this section. All days must be taken within 90-calendar days following the death of the family member.

Any extension of the absence may be granted at the discretion of the superintendent/president, upon recommendation of the chief instructional officer.

14.8 Judicial Leave

Judicial leave shall be granted to regular/contract bargaining unit members without loss of pay when the bargaining unit member must respond to a subpoena for jury duty or is officially required to appear on behalf of the District in litigation. Judicial leave shall be granted to part-time bargaining unit members for up to five (5) days without loss of pay when the bargaining unit member must respond to a subpoena for jury duty. Due to special circumstances, a time extension may be granted by the appropriate administrator responsible for the Office of Human Resources. Jury fees will be endorsed back to the District, and official court verification indicating the specific days of jury service must be attached to the District absence form.

14.9 Legislative Leave

A regular bargaining unit member elected to the Legislature shall be granted an unpaid leave of absence from the duties as an employee of the District. Within 6 months after the term of office expires, the employee is entitled to return to the position held at the time of election. The bargaining unit member shall notify the District of the intention to return at least four (4) months in advance.

14.10 Sabbatical Leave

A maximum of five (5) percent of the regular full-time bargaining unit members may be permitted sabbatical leaves each academic year.

If a regular faculty member receives an overall evaluation of "Needs Improvement" or "Unsatisfactory," that faculty member will not be eligible for a sabbatical leave unless and until the faculty member's evaluation has been determined to be satisfactory.

In the event that a sabbatical leave has been approved prior to the receipt of a "Needs Improvement" or "Unsatisfactory" evaluation, said sabbatical shall be revoked until the successful completion of a remedial/development plan and the faculty member's evaluation has been determined to be satisfactory.

14.10.1 Application for sabbatical leaves will be made in writing using the appropriate form and routing it through the first-level manager to the appropriate administrator. The appropriate administrator, after receiving guidance and counsel of the Faculty Senate, shall make recommendation to the chief instructional officer, or designee, for approval. The chief instructional officer, through the superintendent/president, shall make a recommendation to the

Governing Board. The Governing Board may, at its sole discretion, approve or disapprove sabbatical leaves.

14.10.2 The request for a single or multiple term, (not to exceed one (1) academic year) sabbatical leave as provided for in Section 14.10.7 shall be submitted to the chief instructional officer or designee on or before January 15 of the preceding academic year.

14.10.3 Sabbatical leaves will be limited to professional growth activities; i.e., activities which subsequently relate to the person's assignment. Using the appropriate form, the bargaining unit member shall clearly delineate the sabbatical plan and explain how it would result in professional growth which benefits the District. Each application will be considered on the basis of its own merit, and if applications exceed five (5) percent, seniority should be considered when all other items are equal.

14.10.4 The bargaining unit members' pay will be computed on the bargaining unit members' base salary on the appropriate contract/regular salary schedule.

14.10.5 Eighty (80) percent of the base salary will be paid during the sabbatical leave.

14.10.6 The bargaining unit member must submit a detailed report of the activities during the leave. The report must be received by the Faculty Senate no later than Friday of the fourth week of instruction, after the return to regular assignment, as shown on the current Academic Calendar. The report must be received by the chief instructional officer no later than Friday of the seventh week of instruction. Due to special circumstances, a time extension may be granted by the chief instructional officer. Failure to carry out the sabbatical plan as approved by the Governing Board, and/or to file the required report, will result in leave pay repayment to the District.

14.10.7 A sabbatical leave may be granted in separate units rather than for a continuous combined leave, provided it shall be commenced and completed within a three (3) year period. Faculty members applying for sabbatical leave must indicate if the sabbatical leave is to be taken in separate units or for a continuous combined leave. Separate applications should be made for each leave. If applications exceed the five (5) percent, priority will be given to those who have not been granted a previous sabbatical leave. If the second request is granted, the total salary for the combined year shall not exceed eighty (80) percent of the year in which the second portion of the sabbatical is granted.

14.10.8 Every bargaining unit member, as a condition of being granted a sabbatical leave of absence, shall agree in writing to render a period of service which is equal to twice the period of the leave in the employ of the Governing Board of the District after returning from the leave of absence.

14.10.9 The bargaining unit member shall be compensated while on sabbatical leave in the same manner as if the member were on duty in the District. The bargaining unit member shall provide the District with a suitable bond equal to the paid salary, thus indemnifying the District against loss in the event the member fails to return to service for a period equal to twice the time on sabbatical leave. This bond shall be received by the Office of Human Resources no later than sixty (60) calendar days prior to the start of the sabbatical. Otherwise, the sabbatical is denied. Due to special circumstances, a time extension may be granted by the chief instructional officer or designee. Should the faculty member not return to the District, not serve the requisite term after returning, or otherwise fail to fulfill the obligation, that person shall repay the District the full salary received while on sabbatical, plus fringe benefits and retirement contributions, paid by the District. Should the faculty member return for a portion of the required period, the repayment shall be reduced proportionately. The District shall waive repayment in the event that the failure by the faculty member to meet the obligation is caused by a mental or physical disability or by the death of the faculty member.

14.11 Military Leave

A military leave of absence will be granted to contract/regular bargaining unit members pursuant to the California Education Code. Such leave shall be supported by a copy of the official orders requiring the bargaining unit member to report to active duty.

Under declaration of war or a declared presidential emergency, a contract/regular bargaining unit member who is granted military leave will earn service increments the same as if teaching. The contract/regular bargaining unit member shall be paid regular salary at the time the leave is granted for a period of time of up to thirty (30) service days maximum in any fiscal year.

14.12 Miscellaneous

14.12.1 Unless otherwise provided for in this Article, bargaining unit members, while on paid leave of absence, shall be entitled to:

- a) Return to the same general classification of position at the end of the leave which was held prior to the granting of the leave;
- b) Continued insurance benefits;
- c) Receive credit for annual salary increments granted during leave except in cases of sick leave or part-time assignment where service is not rendered for seventy-five (75) percent of the days in the academic calendar.

14.12.2 A bargaining unit member on unpaid leave of absence shall be entitled to:

- a) Return to the same general classification of position at the end of the leave which was held prior to the granting of the leave;
- b) The option to continue insurance benefits at the bargaining unit member's expense, providing eligibility requirements are met, and any voluntary plan permits the continuation. It shall be the employee's responsibility to pay the first and last month's premium in advance. Thereafter, the appropriate amount is to be received by the District monthly. Failure to abide by the payment provisions will result in termination of the benefits.

14.12.3 Absence of bargaining unit members at the beginning of each new term:

- a) Each bargaining unit member has the obligation to attend the first general staff and unit meetings at the beginning of the fall term and the District-designated flex day.
- b) A bargaining unit member may be excused from these obligations by request through the first-level manager to the appropriate administrator because of illness or conflicting dates for activities that can increase the member's effectiveness in the work at Chaffey College; e.g., a study grant, a summer teaching position, attending summer sessions, employment related to the teaching field.

14.12.4 Approval for an absence to attend a convention, association meeting, or organizational conference is requested through the first-level manager to the appropriate administrator and shall be made well in advance. Attendance at the aforementioned shall not be counted for unit advancement unless it meets the criteria under Article XXII, Section 22.3.2 (Column Advancement).

14.12.5 Leaves without pay, not to exceed one (1) academic year, may be granted to regular bargaining unit members. Requests are to be made through the first-level manager to the appropriate administrator. Criteria to be used in evaluation of the request include:

- a) Impact on the educational program;
- b) Appropriateness of the request to the individual bargaining unit member's assignment;
- c) Benefit to the District.

14.12.6 Absences other than those specified herein will be at the expense of the individual bargaining unit member.

14.13 Re-Training Leave

14.13.1 When in the opinion of the District it is necessary for a regular bargaining unit member to be retrained (e.g., through employment, in-service, internship, or coursework, etc.) during an academic year, such leaves may be granted with the consent of the bargaining unit member subject to the following criteria:

- a) On-the-job experience is necessary to maintain recency in the field, improve teaching skills and/or to keep up with changing technology;
- b) Changing community needs require retraining of the regular bargaining unit member for service in an existing or other area;
- c) There is a direct relationship to a bargaining unit member's current assignment;
- d) There is evidence that no other responsible alternative is available.

14.13.2 Whenever the intensive in-service training provides compensation, District compensation for the leave will be the difference between the current faculty contract and the training compensation. Existing bargaining unit member fringe benefits shall be maintained unless comparable benefits are provided by the in-service employer. Neither degree nor unit advancement credit for in-service training shall be granted. However, the period of time a bargaining unit member spends in in-service training shall count toward service increments.

14.13.3 In accordance with current and/or anticipated needs of the District, and in an effort to maintain continued employment within the District, the District and the Association acknowledge that the primary responsibility for in-service/re-training resides with the bargaining unit member. In support of this effort, the District will develop a retraining plan and may use reassigned time as appropriate in consultation with the bargaining unit member.

14.13.4 Schools, areas, units and the Faculty Senate, acting as a committee of the whole, may make recommendations regarding in-service training projects. Such recommendations shall be presented through the chief instructional officer to the superintendent/president for Governing Board approval.

14.14 Reduced Workload

Regular bargaining unit members with at least ten (10) years of full-time service to the District are eligible for a reduced workload assignment.

The following conditions must be met to be eligible for a reduced workload:

- The reduction in workload must be administered in accordance with Education Code Section 87483;

- The employee must have reached the age of 55 prior to reduction in workload;
- The employee must have had five (5) years of full-time faculty employment with the District, without a break in service, immediately preceding the reduction. Sabbatical leaves shall not constitute a break in service. Time spent on a sabbatical leave shall not be used in computing the five-year full-time service requirement;
- The employee must have at least ten (10) years of full-time faculty experience with the District;
- The employee must request the reduction in workload in writing on or before February 1 of the preceding academic year. Due to special circumstances, a time extension may be granted by the chief instructional officer or designee;
- The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his or her final year of service in a full-time position. (The employee must work at least .50 FTE).
- The request must be approved by the appropriate first-level manager and the chief instructional officer. Approval of the reduced workload will be based on the impact of the educational program and benefit to the District;
- Once the assignment is granted, the reduced workload assignment may be revoked only with the mutual consent of the employee and employer. The reduction in workload will be effective for up to one (1) academic year's service upon approval of the Governing Board.

Faculty on reduced workloads may apply for continued reduced workload status on a year-to-year basis according to the above procedure.

ARTICLE XV TRANSFER

15.1 Definition/Criteria

For the purpose of this section, a "transfer" shall mean the relocation of a contract/regular tenure track bargaining unit member from one department, area, unit, or site to another.

15.1.1 A regular bargaining unit member may request a transfer or reassignment to another location or to a program in which the faculty member meets the following criteria:

- a) Possesses the state minimum qualifications for hire, as defined in the Board of Governors' discipline list, as well as any District equivalencies that have been established. Possessing a California Community College life credential entitling a faculty member to teach in a discipline will not be itself sufficient to make a faculty member qualified to teach in the discipline; and
- b) Has demonstrated recency of acquired knowledge, experience, and/or training that enables the bargaining unit member to teach or perform all required tasks and responsibilities of the assignment.

15.1.2 Mutual Consent Condition to Change Criteria

Provisions of the Agreement relating to criteria can be added, deleted, or modified at any time for the duration of the Agreement by mutual consent of the Faculty Association and the District.

15.2 Voluntary Transfer

15.2.1 A voluntary transfer may also occur when there is a full-time position vacancy, and in such a case the following subsections are applicable:

15.2.2 The District shall forward to the President of the Association a copy of all full-time position announcements within the bargaining unit at the time of posting. A copy of the position announcement shall also be posted on a designated bulletin board at the time of public notice.

15.2.3 Regular bargaining unit members desiring a transfer to the announced vacant position may request a transfer provided the request is filed within five (5) working days after the posting of the vacancy by the Administration. The transfer request shall be submitted in writing to the Office of Human Resources. It shall be the responsibility of the faculty member to provide the District with all non-Chaffey College District records necessary to support the criteria to substantiate the claim of meeting the criteria as specified in 15.1.1.

15.2.4 Prior to creation of a vacancy, a regular bargaining unit member may also request a transfer by filing an appropriate written request with the appropriate administrator. All requests for transfer submitted in this manner shall be kept on file until June 30 of the following year.

15.2.5 In either case, if the request has been submitted in a timely manner, the regular bargaining unit member shall be considered for the vacancy by the appropriate faculty and first level manager in the discipline or area in which the vacancy exists before any external candidate is considered. The regular faculty member applying for a transfer shall meet the District's Minimum Qualifications, Equivalency Standards and Criteria as specified in Section 15.1.1 of this Article.

15.2.6 Transfers from one discipline to another are subject to approval of the first level manager in the discipline or area in which the vacancy exists and the college's chief instructional officer.

15.2.7 A regular bargaining unit member who has been denied a voluntary transfer may within five (5) days of such denial, request a meeting to discuss the denial with the appropriate administrator. The meeting shall be scheduled by the appropriate administrator within a reasonable time period.

15.3 Involuntary Transfer

15.3.1 The District may transfer a contract/regular bargaining unit member for any of the following reasons:

- a) Changes in District organization;
- b) Increases or decreases in enrollment;
- c) Addition or elimination of an educational service;
- d) Best educational interest of the District
- e) Other reasons as determined by the District.

15.3.2 Except in cases of emergency^{*}, a contract/regular bargaining unit member who is to be involuntarily transferred shall be given written notice of the transfer no less than ten (10) working days before the transfer is to occur.

15.3.3 Within five (5) days of the involuntary transfer, a bargaining unit member may request a meeting to discuss the involuntary transfer with the appropriate administrator. The meeting shall be scheduled by the appropriate administrator within a reasonable time period.

15.4 Other Considerations

15.4.1 Transfers shall not be punitive or disciplinary in nature. They shall be based on the educational needs of the District.

15.4.2 All transfers shall be considered on the basis of meeting the District's minimum Qualifications, Equivalency Standards and Criteria of the position. In the event that more than one contract/regular bargaining unit member meets the District's minimum Qualifications, Equivalency Standards and Criteria, seniority shall be used to select the bargaining unit member to be transferred.

15.4.3 Transfers resulting in an increase or decrease in a contract/regular bargaining unit member's teaching load shall require the District to compensate the bargaining unit member in accordance with District pay practices.

15.4.4 Hours of teaching will be determined by comparability of assignment and not work location.

15.5. Evaluation Resulting From Voluntary or Involuntary Transfer

Any faculty member either transferred on a voluntary or an involuntary basis shall be evaluated at least once in the first year of the transfer assignment in accordance with the procedures identified in Article 20.

* An emergency is a sudden, generally unexpected, occurrence or occasion requiring immediate action which affects District course offerings, facilities, or equipment, or otherwise involves an act of God or specific government order requiring the District to take certain action or refrain from taking certain action.

Once the faculty member has received a satisfactory evaluation in the transfer assignment, then he or she will return to the regular evaluation cycle for regular faculty and to the continuing evaluation cycle for contract faculty.

ARTICLE XVI
REDUCTION IN FORCE

16.1 The District and the Association will follow the appropriate sections of the Education Code relating to Reductions in Force.

16.2 The Association and the District agree that faculty service areas are defined as of July 1, 1990, as the Chaffey Community College District: the District and the Association hereby establish one faculty service area known as the Chaffey Community College District. In the event of a reduction in force, a faculty member shall be eligible to provide any service in the Faculty Service Area (FSA) in which the faculty member has met both the minimum qualifications and the district standards described in sections 16.3 and 16.4.

16.3 The minimum qualification for providing any service in the FSA shall be one of the following:

- 1) Those established by the California Community College Board of Governors; or
- 2) Equivalency adopted by the District; or
- 3) Valid California credential authorizing the particular service at the community college level.

16.4 The standard for providing any service in the FSA shall be one of the following:

- 1) Minimum qualifications established by the California Community College Board of Governors; or
- 2) Equivalency adopted by the District;* or
- 3) Having been in the past the instructor of record in the FSA for a minimum of one (1) term at Chaffey College.

16.5 Mutual Consent Condition to Change

Provisions of the Agreement relating to the standards in this Article, specifically 16.3 and 16.4, can be added, deleted, or modified at any time for the duration of the Agreement by mutual consent of the Faculty Association and the District.

* As confirmed in the faculty member's official personnel file

ARTICLE XVII ACADEMIC CALENDAR

17.1 The Academic Calendar of the District, in terms of the beginning and ending dates of days of instruction, holidays, etc., shall be developed by the District in consultation with the Association. Recognizing that the arrangements of the calendar in terms of beginning and ending dates, holidays, etc., are of concern to the Association, the District will develop an academic calendar by a committee composed of representatives from the Association, Faculty Senate, and the District. The function of this committee is to recommend the academic calendar to the District and the Association prior to recommendation to the superintendent/president who, in turn, shall recommend the academic calendar to the Governing Board. The composition of the committee shall be as follows: two representatives from the Association; two representatives from the Faculty Senate; and four representatives from the administration (one of whom will chair the committee); members from other constituencies as deemed appropriate by the District. The members of the committee shall be appointed by their appropriate representative bodies with the exception of the administration members who shall be appointed by the superintendent/president.

17.2 The Association recognizes and acknowledges that the determination of an academic calendar, including a conversion from one calendar system to another (example, quarter to semester), is an exclusive right of the District.

17.3 The college academic calendar shall consist of 176 contracted days for full-time bargaining members. The counselors' work year shall consist of 196 contracted service days covering a 12-month calendar year per 18.6.2 of this agreement. Each contract/regular bargaining unit member has the obligation to attend the college's first scheduled general staff and unit meetings at the beginning of the fall term as well as professional development activities scheduled in accordance with the flex calendar.

An annual contract of 176 days shall be equivalent to 10 months; an annual contract of 196 days shall be equivalent to 11 months.

Days beyond the 176 regular contract service days for faculty and 196 days for counselors may be assigned with the faculty member's consent, compensation for which shall be at the part-time rate on the non-instructional hourly schedule.

If a faculty member is scheduled for Saturday and/or Sunday classes as part of the regular teaching load, such individual will not be assigned to classes on a day(s) during Monday through Friday, as mutually agreed to by the faculty member and the first level manager.

Whenever regular scheduled duties (teaching, counseling, instructional specialists, etc.) fall on less than five (5) days, faculty are not excused from responsibilities as referenced in Article 18, subsection 18.2.3.

Contract/regular faculty with a partial contract shall be on campus and responsible for these same duties proportionate to the partial contract held.

17.4 Flex Calendar

In the development of an Academic Calendar, if the flexible calendar option is included then it shall be in accord with the provisions of Title V, Article 2, §55720 et seq.

A flex calendar shall be developed by the calendar committee (section 17.1) within the parameters of Title V, Article 2, §55720 et seq.

- a) The number of flex days may not exceed five (5) days per calendar year.
- b) Any date within the calendar indicated by the state to be a mandatory legal holiday shall be observed as such.

- c) Four (4) to seven (7) activity hours constitute one (1) flex day.
- d) FLEX calendar provisions shall apply to regular and contract faculty.
- e) Staff development activities may be performed on not more than two non-instructional day(s) in lieu of performing such activities on the scheduled flex days.
- f) All faculty must complete and submit to the first level manager the appropriate and required flex activity form no later than five (5) calendar days for contract faculty and no later than seven (7) calendar days for part-time faculty from the last flex date in the fall and spring terms. When absent from a flex day obligation, faculty are required to submit their official absence form within ten (10) calendar days from the date of absence. Failure to do either of the above shall result in a pro-rata payroll deduction.

Due to special circumstances, a time extension may be granted by the chief instructional officer or designee.

- 1) FLEX activities will be planned and/or approved by a Professional Development Committee (PDC) within the parameters of Title 5. The Committee may schedule group flex activities and approve individual faculty FLEX plans.
- g) Credit part-time instructional faculty teaching courses that meets on a scheduled Professional Development Activity (PDA) day will be expected to participate in the scheduled flex activities or alternate flex options, and will be paid for participation for the number of hours they would have taught had the class been in session. No credit part-time instructional faculty member will be expected to participate in scheduled flex activity hours that are above the maximum number of hours required of a contract/regular faculty member.
- h) Credit part-time instructional faculty not scheduled to teach on a PDA day may participate in PDA days on a voluntary basis.
- i) Part-time non-credit faculty are not required to attend PDA days but may do so on a volunteer basis.
- j) School or department activities may be part of the PDA day.
- k) The District and the Association agree that they shall jointly evaluate the benefit derived from the flexible calendar schedule days before agreeing to any additional flexible schedule days. Any additional flexible schedule days must be mutually agreed upon by the Association and the District.

ARTICLE XVIII HOURS, WORKLOAD, CLASS SIZE

18.1 Primary Responsibility

No regular/contract faculty member shall hold regular/contract status with the District while holding regular/contract status in another District. Full-time employment with the District is the faculty member's primary employment obligation.

Regular/contract faculty are expected to devote themselves to the Chaffey Community College District with duties and responsibilities on a full-time basis; accordingly, no full-time faculty member may engage in personal business activities or work for compensation which would conflict with the professional responsibilities and activities as identified in 18.2.3

18.2 Faculty Assignments

18.2.1. The District shall maintain load and assignment policies for the Chaffey Community College District consistent with the provisions of this agreement.

18.2.2 In order to meet the educational needs of the District, the District shall have the right to assign or reassign bargaining unit members as needed. Assignments shall not be made capriciously or for punitive or disciplinary reasons.

18.2.3 a) All contract/regular faculty shall provide a full professional service week including but not limited to the following:

- a variety of professional responsibilities and activities on and off campus such as: teaching, or counseling, or library services, depending on assignment, and preparation;
- maintenance of subject matter competency;
- academic and student advising;
- peer evaluation;
- maintenance of office hours;
- maintenance and timely submission of student records;
- participation in college, district, school, or area committees and meetings, as well as functions such as commencement;
- special assignments, which may include program and curriculum development, student and faculty orientation and mentoring, program review, accreditation, professional and staff development, institutional and unit planning, and District promotional activities;
- work direction to instructional aides and tutors;
- educational enrichment activities.

18.2.3 b) If commencement falls on a service day, attendance at the annual graduation exercises is part of the contractual obligation of all regular/contract faculty members.

18.3 Load and Load Factors

18.3.1 The faculty teaching base load shall be fifteen (15) equated hours per week.

18.3.2 The base load for bargaining unit members other than teaching faculty (counselors, librarians, health service nurses, and resource specialists) shall be thirty-two (32) hours per week or .46 equated hours.

18.3.3 The annual load shall be thirty (30) equated hours on the semester system. A range of twenty-nine to thirty-one (29-31) on the semester system will be required for each full-time teaching member of the bargaining unit.

18.3.4 Teaching faculty load factors shall be as follows:

- a) All lectures shall be equated at 1.0, including music and dance studio group performance;
- b) Fine Arts Major Productions (mainstage theatrical and dance productions, major instrumental and vocal productions) are equated at .13 of an FTE or two (2) contact hours per term during which production is prepared;
- c) Courses with significant English Composition requirements in which the skill of writing is the primary focus of the course shall be equated at 1.30 of a contact hour;
- d) Instructors in work experience courses are required to meet with students once a week and to visit their off-campus work sites. The primary loading variable is the number of students involved. Each student shall count as .120 of a teaching load. Total load shall equal 125 students per term.
- e) All self-paced labs (either open entry/open exit or census week) shall be equated at .60 of a contact hour.
- f) The base load for instructional specialists working in the student success centers (Multidisciplinary, Math, Reading/ESL, and/or Writing) shall be equated at .46 equated hours.
- g) Effective spring term 2002, all Dental Assisting, Nursing A.D.N., Radiologic Technology, Health Science, Anthropology, Psychology, Social Science, English as a Second Language, Accounting, Environmental Technology, Earth Science, Geology, Geographic Information Systems, Astronomy, Math, Guidance and Child Development laboratories (excluding special topics, work experience, and to be arranged hours) shall be equated at .75 of a contact hour.
- h) Effective fall term 2002, all Engineering, Drafting, Interior Design, Fashion Design, Hotel/Food Service, Geography, Photography, Theatre Arts, Art, Broadcasting, and Music laboratories (excluding special topics, work experience, and to be arranged hours) shall be equated at .75 of a contact hour.
- i) Effective fall term 2003, all Physical Education (including Adaptive PE, Lecture PE and Team PE), Electricity, Autobody Repair, Automotive Technology, and Aeronautics laboratories (excluding special topics, work experience, and to be arranged hours) shall be equated at .75 of a contact hour.
- j) In the event any course identified at the .68 load factor in the 2000-01 academic year has been omitted (not reflected in items 19.2.4 (g), (h), or (j) above), it shall be increased to .75 of a contact hour effective with the fall term 2003.
- k) All biology, chemistry, physics laboratories (excluding special topics, work experience, and to be arranged hours) as well as all dental assisting, nursing (A.D.N.), nursing (V.N.) and radiologic technology assigned supervised clinics (excluding special topics, work experience, and to be arranged hours) shall be equated at .75 of a contact hour.
- l) Any course (except self-paced) may be team-taught by two or more instructors with the equated load (hours) split between (among) the participating instructors. Large class load agreements may be applied to team loads.
- m) With the agreement of the instructor, the first-level manager and the chief instructional officer, large lecture classes may be assigned with the following load factors:

- 1) When a class with a predetermined size of sixty to eighty-nine (60-89) has enrolled students in numbers within those limits on the day following the last day to add a class as determined by the academic calendar: 1 hour = 1.5;
- 2) When a class with a predetermined size of ninety (90) or more students has enrolled at least that number on the day following the last day to add a class as determined by the academic calendar: 1 hour = 2.0;
- 3) The equated loads for large lecture classes as defined in this section that are team-taught will be applied to only one instructor load or divided equally among the faculty team teaching the class;
- 4) Load factors for predetermined large size classes shall be applied to temporary (part-time) assignments with the provision that it shall not exceed the requirements in Section 18.7.1. Additional compensation will be applied as per items 1 and 2 above at the prevailing hourly rate.

18.3.5 Office Hours

- a) Each contract/regular teaching faculty member shall schedule, post, and maintain at least five (5) office hours per week, held on at least three (3) separate days at reasonable and appropriate times during the assigned academic year for consulting with and assisting students. Exceptions may be granted by the first level manager. Such office hours shall be in official District facilities.
- b) For full-time faculty with less than a full-time load, office hours shall be pro-rated.
- c) No office hours shall be required for those faculty whose full load consists of those courses described in section 18.3.4 (e).

18.3.6 Load Averaging

- a) The District may average load assignments for bargaining unit members by mutual agreement within one (1) year upon approval of the appropriate administrator.
- b) The District may average load assignments for bargaining unit members by mutual agreement for two (2) years. The two- (2) year load averaging shall be limited to a maximum of ten (10) percent FTE faculty and to a maximum of eighteen (18) equated hours in any one (1) term.
- c) Any full-time member of the bargaining unit whose contract/regular teaching load exceeds the annually required equated hours by more than one (1) hour will be compensated at the prevailing hourly rate. An overage is limited to a maximum of four (4) hours annually.

With the approval of the college administration, two- (2) year load averaging may be used to adjust a unit overage for any given year in accordance with 18.3.6 b), d), and e).

- d) If a bargaining unit member has an annual teaching load of less than twenty-nine (29) equated hours on a semester basis, the teaching load shall be increased in the subsequent academic year to create an average of thirty (30) semester equated hours for the two (2) years;
- e) All teaching loads shall be adjusted within two (2) years or the contract/regular bargaining unit member shall not be held accountable for a past teaching load of less than the thirty (30) equated hours on the semester system. No overload for the purpose of averaging a teaching load shall exceed one (1) course or four (4) equated hours per term, whichever is greater.

Exceptions shall be by mutual agreement between the District and the bargaining unit member.

18.4 Faculty on Special Assignment

The District may contract with individual bargaining unit members to perform special services or assignments to be compensated at the prevailing non-instructional hourly rate or reassigned time. The special assignment shall provide demonstrable enhancement of learning opportunities for students and/or enhancement of institutional effectiveness as determined by the District. Under normal circumstances, the District will consult with the Association prior to assignment.

Faculty on Special Assignment shall mean a temporary assignment of a faculty member to perform work which:

- (1) is outside the normal requirements of that faculty member's assignment and responsibilities as identified under 18.2.3;
- (2) is performed with the mutual agreement of the District and the faculty member;
- (3) is performed under the supervision of the District.

Except as otherwise provided for in this Agreement, the following methods of compensation apply.

18.4.1 HOURLY COMPENSATION

No faculty member shall have a temporary assignment paid on an hourly rate:

- who has not fulfilled his/her full load obligation for any given term; or
- who has a full load and has a maximum overload assignment; or
- that exceeds one (1) academic year.

18.4.2 REASSIGNED TIME

No faculty member shall be on reassigned time:

- whose reassignment exceeds .20 of an annual load; or
- who has not fulfilled his/her full load obligation for any given term; or
- who has a full load and has a maximum overload assignment; or
- that exceeds one (1) academic year.

Excluded from these limitations are the Faculty Senate President and Curriculum Committee Chairperson.

Due to special circumstances, exceptions may be granted by the chief instructional officer or designee.

18.5 Special Assignment

18.5.1 Faculty Director ADN Program

For the academic year the Faculty Director of the ADN Program shall receive .87 reassigned time. Compensation for any special assignment responsibility beyond the academic year shall be at the current hourly rate, not to exceed 120 hours per fiscal year.

18.5.2 Coordinator for Radiologic Technology Program

For the academic year the reassigned time coordination for the Radiologic Technology Program shall be consistent with that which is mandated, currently .40. Compensation for any special assignment responsibility beyond the academic year shall be at the current hourly rate, not to exceed 120 hours per fiscal year.

18.5.3 Faculty Advisor to the Mountain Breeze

Three (3) equated hours reassigned or four and one-half (4.5) hours per week at the current hourly rate.

18.5.4 Faculty Advisor to Student Government

Three (3) equated hours reassigned or four and one-half (4.5) hours per week at the current hourly rate.

18.5.5 Educational Services Coordinator

Ad Hoc Study Committee for Educational Services Coordinators

Effective fall term 2001, CCFA and District bargaining teams shall establish an ad hoc study committee with the charge of: (1) studying the status of the educational services coordinators; and (2) making recommendations based on its findings.

The committee shall study the issues and problems associated with the positions or assignments of educational coordinators; their job duties and responsibilities; and the criteria, levels, and methods used for compensation. The committee shall consider a full range of options.

This ad hoc study committee shall have four (4) members, two (2) members each from the District and the Association bargaining teams. The committee shall report its findings and make recommendations to the CCFA and District bargaining teams within one (1) year for bargaining and disposition.

- a) Administration shall determine the need for Educational services coordinator assignments upon the recommendation of the first-level manager.
- b) Educational service coordinators are appointed for the purpose of assisting the first-level manager in furthering the specific programmatic goals as determined by the District.
- c) The District retains the right to employ the term "coordinator" for other staff assignments.
- d) Appointments to educational services coordinator positions are extra duty assignments which are subject to annual approval of the governing board.

e) A bargaining unit member who serves as a coordinator shall not have any combination of reassigned time exceeding .533 annually, except those members who may receive reassigned time under Section 7.8 of the Agreement, Association Reassigned Time.

f) Programs which are mandated by accreditation standards shall have coordinators appointed in accordance with these standards.

g) Reassigned FTE may be balanced over a two- (2) year period with the concurrence of the educational services coordinator, first-level manager, and the chief instructional officer.

h) To provide assistance to the first-level manager in carrying out his/her duties and responsibilities, the position of Educational Services Coordinator shall be established in accordance with the general criteria set forth below:

1) Duties and responsibilities under this criterion consist of, but are not limited to, assisting the first-level manager in the following: developing class and instructor schedules, maintaining adequate part-time faculty pools, arranging appropriate selection committees, assisting in faculty orientation, facilitating evaluation of contract and part-time faculty, convening meetings with appropriate faculty as necessary, and assisting in processing student classroom-related concerns. This criterion also includes the number of contract/regular, temporary (part-time) faculty, and classified staff with a faculty assignment. Total numbers shall be computed in full-time equivalencies.

2) Responsibilities to external entities, whether required or necessary to the effectiveness of the program (advisory committees, hospitals, police and fire agencies, professional organizations, relevant business and industry personnel, other public and private agencies, including liaison with secondary and post-secondary discipline specific programs), ensuring the maintenance of required articulation with appropriate institutions, a list of the responsibilities to program students that go beyond those which are usual and expected of faculty members (e.g. record keeping, placement, auditions, interview, etc.).

3) Facilities and equipment maintenance responsibilities. This criterion is defined as responsibility for the maintenance and repair of equipment, updating equipment and facility responsibility that significantly exceeds that which might be expected of a classroom instructor.

4) Related program responsibilities that are particular to the program such as travel, fiscal requirements, (purchases, inventory procurement, budgeting, etc.) program and/or curriculum development, extracurricular service to other campus departments and programs, safety issues, development of program specific policies and procedures and any other responsibilities which significantly exceed that which might be expected of a classroom instructor. In fulfilling these responsibilities, the coordinator must be able to create and maintain an effective working relationship with the first-level manager and staff, provide a full professional service week to students, staff, and the first-level manager, and accomplish organizational/operational duties in a timely manner. The assignment is 176 days. This assignment may be scheduled on other than the normal 176 day academic calendar. Service beyond the 176 days is to be predetermined and approved by the first-level manager and compensated at the current hourly rate.

i) Educational Services Coordinator Levels of Compensation:

Levels of Coordination	Criteria (Section H)	FTE	Reassigned Time/ Stipend
4	2 Criteria and -0-	22+FTE 25+FTE	.40 + \$7,271
3	3 Criteria or 2 Criteria and	22+FTE 16-21 FTE	*.40 + \$3,843 or *.33 + \$5,609
3	3 Criteria or 2 Criteria and	22+FTE 16-21 FTE	.33 + \$5,609 .33 + \$5,609
2	2 Criteria or	16-21 FTE	.27 + \$3,739
1	1 Criteria and	11-15 FTE	.17 + \$3,739

*Applies only to Dental Assisting and Licensed Vocational Nursing

Faculty currently serving in an Educational Services Coordinator assignment will be continued at their current stipend if the new stipend is less than the current stipend.

j) An educational services coordinator position description shall be developed for each Educational services coordinator position by the first-level manager. The minimum qualifications for each position shall include demonstrated sensitivity to and understanding of the diverse population the District serves; possession of the State minimum qualifications; one year of appropriate training, internship, or leadership experience reasonably related to the assignment, which may, but need not be, concurrent with the required full-time service; or equivalent. Desirable qualifications may include, but not be limited to, program-specific experience.

k) The selection of educational services coordinators shall be made in accordance with established District guidelines.

l) In the event that the coordinator position cannot be filled from the ranks of currently employed contract/regular faculty members, the first-level manager may select a former academic employee, including emeritus faculty, who meet the minimum qualifications for an educational services coordinator. If the coordinator position cannot be filled from the above, the first level manager may select a temporary, part-time hourly employee.

m) Evaluation of Educational Services Coordinators:

The educational services coordinator shall be evaluated annually. The annual evaluation shall address the duties and responsibilities as set forth in the position description and shall include a written self-evaluation; a peer evaluation; a written evaluation by the appropriate first-level manager, which may include commendations, recommendations, and the confidential input of appropriate staff members and peers.

Peer evaluation shall be obtained by a written survey of regular, contract, and part-time faculty in the coordinated program(s) or department(s). The first-level manager will conduct the survey, tabulate and summarize its results, and share the results with the coordinator. A summary of the survey results will be made available by the first-level manager for review upon request of the staff and faculty in the coordinated program(s) or department(s) for a period of one (1) month following the evaluation.

18.5.6 Summer Session

a) Except with the approval of the administration, the summer school maximum load per session shall be .67 of a bargaining unit member's regular session load.

b) All faculty for summer courses shall be compensated at the prevailing Board-approved hourly pay rate. Summer school instructors whose course or courses are canceled on or after the first scheduled class meeting due to insufficient enrollment shall be compensated the equivalent hourly pay for two (2) class meetings for each class canceled. Under no circumstances shall the equivalent hourly pay exceed four (4) hours per class.

18.6 Counselors: Eleven-(11) Month Contracts, Flex Schedules

18.6.1 The base load for counselors shall be thirty-two (32) hours per week. These thirty-two (32) hours shall primarily include scheduled counseling hours directly with students with any schedule changes for professional activities approved by the first-level manager. Contract/regular counselors (excluding categorically or special funded counselors) shall be on an eleven-(11) month contract.

18.6.2 An eleven- (11) month contract is defined as covering the twelve- (12) month calendar year with counseling assignments based on flex-time schedule options that meet the peak periods and other legitimate needs of the District.

18.6.3 All regular contract counselors are expected to be scheduled during peak periods.

18.6.4 Flex-time and peak-period counseling assignment schedules covering the twelve-(12) month calendar year shall be determined:

a) In consultation with the counselor and the first-level manager. (Refer to Section 18.10.1.)

b) In the event that the District's needs are not being met by (a) above, the principle of inverse seniority will prevail;

c) Once a counselor has been assigned by inverse seniority, his or her name rotates to the top of the seniority list and that counselor will not be assigned involuntarily to another flex schedule until all other counselors on the list have completed an assigned flex-time.

18.7 Temporary (Part-time) Faculty Employees

18.7.1 Temporary (part-time) faculty shall neither be scheduled nor work more than a .60 equated load per term.

Due to special circumstances, exceptions may be granted by the chief instructional officer or designee.

18.7.2 When identifiable, temporary (part-time) faculty shall have their names included in the class schedule for their classes each term. Such inclusion shall not constitute a contract of

employment between the faculty and the District, nor preclude any change in or deletion of assignment.

18.8 Extra Service/Overload

18.8.1 Except with the approval of the administration, contract/regular full-time faculty may not teach beyond their regular full-time assignments, more than eight (8) hours equated load in any given term.

18.8.2 Contract/regular full-time faculty may not teach beyond their regular full-time assignment for the purpose of extra service (overload) credit until the full-time assignment for a term has been accomplished.

18.8.3 Contract/regular full-time non-teaching faculty may not serve beyond the regular full-time assignment for the purpose of extra service (overload) credit until the full-time assignment for a week has been accomplished.

18.8.4 Counselors, librarians, health services nurses and resource specialists may not work more than eight (8) hours per week in an extra service assignments capacity related to their full-time assignments. Counselors, librarians, health services nurses, and resource specialists may not be assigned to extra service teaching assignments during the same term that they are employed in extra service counseling, library service, health services nursing, or resource specialist assignments. Exceptions to this must be approved by the first-level manager.

18.8.5 All extra service (overload) assignments for bargaining unit members shall be compensated at the prevailing hourly rate.

18.9 Class Size

18.9.1 The minimum class size shall be set at seventeen (17) for all terms.

18.9.2 Classes which have seventeen (17) or more students enrolled and attending class as of the last day of the second week of any regular term are not subject to cancellation for lack of enrollment.

18.9.3 Classes with fewer than seventeen (17) students enrolled and attending class are subject to cancellation for low enrollment. Cancellations may occur up to and including the last day of the second week of any regular term unless a variance is granted. Summer session cancellation may occur up to and including the second class meeting.

18.9.4 Under normal circumstances no classes shall be canceled after the last day of the second week of any regular term of instruction, or after the third class meeting of the summer session.

18.9.5 Variances to the minimum class size must be approved by the administration and may occur when:

- a) Late registration may add sufficiently to enrollment;
- b) Classes are needed for transfer;
- c) Classes are needed for completion of a certificate;
- d) There are a limited number of work stations;
- e) Persons with disabilities require reasonable accommodations;

- f) Classes are sequential;
- g) Classes are basic skills and remedial.

18.9.6 Courses falling below the minimum class size shall be identified by the first-level manager with input from the faculty within the discipline.

18.9.7 The maximum class size shall be limited to the number of work stations or the physical limitations of the facility as made available by the District. In no case shall maximum classroom occupancy exceed maximum allowable occupancy as established by the fire department in the county in which the class is conducted.

18.9.8 Class size is an administrative matter. It shall be set in consultation with the appropriate faculty member(s) of the program or discipline. In setting the maximum class size (a) the faculty members of the program or discipline shall recommend the maximum class size to the first level manager; (b) the first level manager shall take into consideration such factors as the maximum of similar classes, the instructional methods proposed for the class, nature of the subject matter, facility (18.9.7) or equipment limitations, and other educationally appropriate factors that affect student success and access.

18.10 Guidelines for Faculty Assignments

18.10.1 All contract/regular faculty shall recommend assignments subject to approval by the first-level manager.

18.10.2 Assignments shall reflect student needs with a minimal number of different preparations.

18.10.3 Split-schedules and early morning assignments preceded by a regular evening assignment shall be avoided where possible.

18.10.4 Saturday and Sunday assignments shall be voluntary, either as a part of a regular load or as an overload, and shall not be used for load adjustment except by mutual consent of the first-level manager and the bargaining unit member.

18.10.5 Semester assignments that are split between more than two (2) different District sites or daily assignments that require more than one (1) trip between sites as part of a regular load shall be voluntary. A District site is the main campus or an off-campus location.

18.10.6 When a class assigned to be taught by a regular or full-time contract employee (more than sixty (60) percent of contract) is canceled due to low enrollment, the bargaining unit member's teaching load will be adjusted by assignment to another class or by load adjustment in a subsequent term or terms. It shall be the responsibility of the first-level manager and the Office of Educational Services to carry out the provisions of this policy in the best interests of the District.

18.11 Working Conditions

18.11.1 Mileage

Effective fall 2001, faculty will be paid mileage per District policy if they are required due to schedule assignments to travel between two or more District sites on the same service day and use their own vehicle. In such circumstances, the bargaining unit member shall provide, on a District form, evidence of vehicle insurance to the District's Business Office. Non-compliance with the aforementioned will not require any reimbursement for such mileage by the District. Such reimbursement shall be for the mileage traveled between the sites.

Mileage reimbursement is not allowed for travel to and from the unit member's residence to the unit location.

All unit members authorized for mileage are required to have a valid California driver's license and a minimum property damage and public liability insurance as required by the State of California under the Financial Responsibility Act. The unit member authorized for mileage is to maintain whatever the current minimum levels of insurance under the Act.

Where two or more policies affording valid and collectible liability insurance applied to the same motor vehicle in an occurrence out of which a liability loss arises, it shall be conclusively presumed that the insurance afforded by that policy in which such motor vehicle is described or rated as an "owned automobile" shall be primary and the insurance afforded by any other policy shall be excess.

Travel to and from the assigned duty shall be recompensed at the IRS mileage rate. Changes in the IRS rate will take effect the following fiscal year.

Assignment of faculty to off-campus sites lies within the District Right of Assignment

18.11.2 Use of District Property

Faculty members are regularly assigned District equipment and materials such as computers and printers, keys, swipe cards to offices and classrooms, special textbooks and software, and other technological and adaptive equipment. Unless otherwise authorized, such items are not to be loaned to or used by any person other than the individual to whom they are issued. Upon separation from the assignment, or during an extended leave, faculty members must return such District equipment and materials prior to receipt of the last pay warrant. Due to special circumstances, a time extension may be granted by the chief instructional officer or designee.

18.12 Final Examination Period

During the period of final examinations, each contract/regular instructor shall meet students in accordance with the regular assigned examination schedule unless the college's first level manager or designee has officially changed the time of the final examination.

All contract/regular instructors shall also schedule during the final examination week three (3) office hours, normally to be scheduled on two or more-days. Proportionate office hours shall be scheduled for those instructors carrying reduced loads.

Each contract/regular instructor shall post the final examination week office hours for the students and report the hours to the first level manager.

The responsibilities of the faculty member shall continue until the faculty member's final grades and attendance reports are submitted and the college's check out procedures are completed.

ARTICLE XIX DISTANCE EDUCATION

Distance education shall refer to instructional methods that are entirely dependent on computer and/or telecommunications technologies that exclusively provide for the delivery of course content and faculty-student interaction independent of time and place.

19.1 Assignment

Distance education assignments shall be on a voluntary basis subject to approval of the first level manager.

19.2 Load

A maximum of two (2) courses (not to exceed six equated hours for each term) or .40 equated load for each term may be taught via distance education. Due to special circumstances, exceptions may be granted by the chief instructional officer or designee.

Faculty assigned to teach distance education courses will receive the same faculty load credit as the individual would receive if the course were taught on campus via synchronous methods as specified in Section 18.3 of this Agreement.

19.3 Class Size

Class size is determined in accordance with all sections of Article 18.9 – Class Size. With regard to distance education, maximum class size should take into account the limitations of the technology and the teaching/learning process.

19.4 Course Development/Compensation

A faculty member who is planning on developing a distance education course shall submit the completed Distance Education Course Proposal Request form to the first level manager and the Director of Educational Technology for approval prior to the development of the course.

Each faculty member who develops a distance education course shall be eligible to receive one-time compensation for such course.

Compensation for such work will be \$225 per unit to be paid in three increments: one-third (1/3) when the syllabus is produced (verified by the Director of Educational Technology and the chief instructional officer or designee); one-third (1/3) when course is produced (verified by the Director of Educational Technology and the chief instructional officer or designee); and one-third (1/3) at the end of the first primary term (semester – fall or spring) the course is taught (verified by the Director of Educational Technology and the appropriate first level manager).

19.5 Training

Faculty members assigned to teach distance education courses for the first time at Chaffey shall complete the District's training program for such courses as a prerequisite or demonstrate proficiency in distance education instructional methods.

19.6 Office Hours

Faculty members who teach distance education courses shall adhere to Section 18.3.5 of this Agreement.

19.7. Evaluation

When distance education forms a part of an instructor's load, evaluation of materials and observance of performance of this duty shall be included in the instructor's regular evaluation in accord with Article XX and shall be appropriately noted.

ARTICLE XX
EVALUATION PROCEDURES INCLUDING PEER REVIEW

The purpose of evaluation is to recognize excellent and satisfactory performance in the areas of instruction, counseling and other educational services assigned by the District, to identify areas of performance needing improvement, and to document unsatisfactory performance of the faculty member. All evaluations are final and non-grievable.

The evaluation procedures are based on the assumption that the faculty are competent and professional. These procedures have been designed to provide a uniform and fair evaluation process in accord with due process of law.

20.1 Employees, Definitions

20.1.1 Contract employee—a probationary faculty member serving under his/her first contract (year one), second contract (year two), or third contract (years' three and four). (Education Code).

20.1.2 Regular employee—a faculty member having served for four full years and/or who has been granted tenure by Governing Board action.

20.1.3 Temporary employees/part-time—a part-time faculty member compensated on the part-time compensation schedule.

20.1.4 Temporary employees/full-time—a temporary, full-time faculty member compensated on the contract/regular salary schedule.

20.1.5 Peer—for the purposes of evaluation of a contract employee, a peer is a regular (tenured) employee serving a majority of the time as a faculty member; for the purposes of evaluation of all other faculty members, a peer is a regular employee serving a majority of the time as a faculty member or a probationary employee serving under a third contract.

20.2 Ratings, Definitions

20.2.1 Satisfactory—This rating indicates that the performance of the evaluatee is average to excellent.

20.2.2 Needs Improvement—This rating indicates that the performance of the evaluatee is seriously deficient and needs definite strengthening. This rating shall designate specific areas to be improved and delineate how improvement may be accomplished. Should sufficient improvement not be shown during subsequent evaluations, the evaluatee's rating will be considered unsatisfactory.

20.2.3 Unsatisfactory—This rating indicates that the performance of the evaluatee is below minimum standards or has failed to show sufficiently improved performance from a Needs Improvement rating. In accordance with the provisions of the Education Code, an “Unsatisfactory” rating may result in appropriate administrative action including non-retention.

20.3 General Evaluation Conditions

20.3.1 The first-level manager shall be responsible for the coordination of all faculty member evaluations within his or her unit.

20.3.2 The faculty member's evaluation report will be retained by the District in the faculty member's personnel file, as per Article XII, and the faculty member shall also receive a copy of that report.

20.3.3 The District shall establish the timelines necessary to meet the deadlines-of the evaluation procedure.

20.3.4 The standard District evaluation forms shall be used in all cases.

20.3.5 Faculty undergoing any re-evaluation are not eligible to serve on any other college evaluation committee.

20.4 Evaluation Procedures Committee

An evaluation procedures committee of eight (8) persons, four (4) appointed by the District, two (2) appointed by the Faculty Senate, and two (2) appointed by the Association will review and recommend as appropriate revision(s) to the peer and student evaluation form(s) for teaching faculty, counselors, librarians, instructional specialists, and educational services coordinators, as well as special assignment faculty. Any revisions to the evaluation forms and recommended improvements to the evaluation procedures shall be approved by the District and Faculty Negotiating Teams prior to their implementation.

20.5 CONTRACT EMPLOYEE

20.5.1 The probationary period provides the contract faculty member the opportunity to demonstrate that he or she meets the standards for re-appointment and/or tenure by the district. The candidate demonstrates his or her qualifications through a rigorous process of evaluation of his or her performance.

20.5.2 At a meeting of newly employed bargaining unit members, the evaluation procedure shall be explained by a District representative.

20.5.3 Frequency of Evaluation

a) First and second year contract employees shall be evaluated a minimum of twice each year. The first evaluation should be completed by the twelfth week of the fall semester.

1) If the overall rating of the first evaluation is "Satisfactory," or "Needs Improvement," the second evaluation shall be completed by the twelfth week of the spring semester.

2) If the overall rating of the first evaluation is "Unsatisfactory," the second evaluation shall be completed by February 10.

b) Third and fourth year evaluation for contract faculty shall be conducted according to the provisions of Section 20.6 Tenure Evaluation.

20.5.4 Components—The comprehensive evaluation for all contract faculty shall comprise four distinct components: peer, administrator, student, and self-evaluation.

a) **Peer Evaluation Committee:** The peer evaluation committee recognizes that satisfactory performance by a faculty member can be achieved in a variety of ways.

(1) The peer evaluation committee has the responsibility to observe and evaluate a faculty member's total performance of duties and responsibilities as well as classroom teaching. Therefore, every contract faculty member shall be evaluated by a peer evaluation committee.

(2) A peer evaluation committee's evaluation of a faculty member shall include the following: a review of the self-evaluation of the faculty member; a classroom or clinical visitation; an observation of counseling sessions; an observation of librarians; the results of the student evaluation; the fulfillment of on-the-job responsibilities as indicated in Article 18.2.3; and evidence of effective working relationships with staff and students.

(3) A peer evaluation committee evaluation is part of the total evaluation process and shall cover the period of time since the last evaluation. An additional peer evaluation committee evaluation may be conducted if the professional effectiveness of the faculty member is less than satisfactory.

(4) Composition of the Committee:

a) The composition of the Peer Evaluation Committee shall be three regular tenured faculty members.

b) The evaluatee shall name one peer, and the first-level manager shall name one more. A third peer shall be named by the preceding two peers. The committee shall elect a chairperson. In the event that no peer or subject specialist is available at the District to serve on the peer committee, it is the District's responsibility to secure such services. The selection of the peer or subject specialist shall be done in consultation with the evaluatee.

b) **Administrator Evaluation:** The administration recognizes that satisfactory performance by a faculty member can be achieved in a variety of ways.

1) Management has the responsibility to observe and evaluate a faculty member's total performance of duties and responsibilities, as well as classroom teaching. Therefore, every contract faculty member shall be evaluated by the first-level manager or designee.

2) An administrator's evaluation of a faculty member shall include the following: a review of the self-evaluation of the faculty member; a classroom or clinical visitation; an observation of counseling sessions; an observation of librarians; the results of the student evaluation; the fulfillment of on-the-job responsibilities as indicated in Article 18.2.3 and evidence of effective working relationships with staff and students.

3) An administrator evaluation is part of the total evaluation process and shall cover the period of time since the last evaluation. Additional administrator evaluations may be conducted if the professional effectiveness of the faculty member is less than satisfactory.

c) **Student Evaluation:**

1) Student evaluations of faculty members shall be conducted by the peer committee as part of the formal evaluation.

2) The basic evaluation instrument appropriate for teaching shall be used in all classes. However, departments may add questions to the basic instrument to satisfy their individual needs. Separate instruments will be developed for librarians, counselors, and resource specialists.

3) Applicable student evaluation forms that are area- or cluster-discipline-based shall be relevant to the student learning process or service provided and within the scope of the student's experience.

4) The process and content of the student evaluation shall ensure student confidentiality.

5) As part of the peer evaluation process, a student survey will be distributed to at least two classes for contract faculty during the semester of evaluation. The evaluatee will have the right to choose one of the classes. By mutual agreement between the faculty member and the peer committee, additional classes may participate in the evaluation.

6) Student evaluation forms for counselors, librarians, resource specialists, and the nurse will be distributed by a member of the peer evaluation committee to a reasonable sample of students counseled or served. Those student evaluations returned will comprise the group sampled.

7) A compilation of the student responses will be prepared by the first-level manager or designee and copies forwarded to the evaluatee and peer committee. The compilation of the student evaluation results will become part of the evaluation report.

d) Self-Evaluation:

As part of the comprehensive evaluation, each contract faculty shall provide a self-evaluation that assesses his or her own performance. It shall address, among other items, the faculty member's fulfillment of professional responsibilities as referenced in Article 18.2.3. The faculty member will share the self-evaluation with the peer evaluation committee and the first-level manager or designee. The self-evaluation will become part of the evaluation report.

20.5.5 Evaluation Procedure

20.5.5.1 Prior to the first evaluation of a contract employee, the first level manager shall meet with the evaluatee to discuss the criteria procedures, and timelines (including class visits and non-classroom observations) for the evaluation.

20.5.5.2 Each member of the evaluation committee shall make at least one class or non-classroom observation of the evaluatee. Every attempt will be made by the evaluators to observe different class sections or courses. The class or non-classroom observations shall be done in consultation with the evaluatee and shall be of sufficient number and duration to provide a thorough assessment. The faculty member will make reasonable efforts to notify the evaluator of class periods that are inconvenient (testing, field trips, etc.).

20.5.5.3 The faculty member will provide the evaluators with the class syllabus and/or course outline of record and any other pertinent class or service handouts.

20.5.5.4 Each evaluator shall complete the appropriate forms pertaining to the observation of the evaluatee. The evaluation form of the faculty member shall provide for the evaluators to address the performance of professional responsibilities of the evaluatee as indicated in Article 18.2.3 and evidence of effective working relationships with staff and students. In

addition, the first-level manager or designee shall address the performance of professional responsibilities using the administrator evaluation form.

20.5.6 Evaluation Committee Conference and Report

20.5.6.1 After completion of the evaluators' observations, appropriate forms, student survey results, and the evaluatee's self-evaluation, committee members will meet as soon as possible to discuss these evaluation results. The faculty members' strengths and weaknesses will be discussed and will include, as appropriate, any proposed recommendations for improvement and suggestions for professional development.

20.5.6.2 The summary evaluation report shall be prepared by the peer evaluation committee and first-level manager or designee. The summary evaluation shall take into account the results of each of the evaluation components (20.5.4) in order to arrive at an overall rating. As a result of the peer review and administrator evaluation, there will be a recommendation regarding the employment status of the contract faculty member in each of the first two years. If the overall rating is "Satisfactory," no other statement is necessary. If the committee and the first level manager or designee cannot reach an agreement as to the overall rating, they must provide a written explanation. The summary evaluation form shall provide for separate ratings for the peer evaluation committee and the first level manager or designee. Each should indicate the appropriate rating: Satisfactory; Needs Improvement; Unsatisfactory. Unsatisfactory performance in the categories of Article 18.2.3 may lead to an overall unsatisfactory rating. When consensus or agreement is not reached and only when the first level manager or designee and peer evaluation committee fail to reach agreement on the overall rating, then and only then, the provisions for separate ratings for the peer evaluation committee and first level manager or designee shall be used.

If either the peer evaluation committee or the first level manager or designee have indicated a "Needs Improvement" or "Unsatisfactory" rating, then either the peer evaluation committee or the first level manager or designee, as appropriate, shall develop a written improvement plan. The plan shall include (a) specific areas of needed improvement, (b) means of improvement, (c) resources available to the evaluatee, and (d) a time frame within which the improvement is to be accomplished. Copies of the written improvement plan shall be included with the evaluation materials and forwarded to the evaluatee and chief instructional officer and thereafter to the office of Human Resources. In the event that a contract faculty member receives a "Needs Improvement" and/or "Unsatisfactory" rating, the peer evaluation committee evaluating the evaluatee shall have, to the extent possible, the same members serving from the original peer evaluation committee until the evaluatee's performance has reached a satisfactory level or other appropriate administrative action takes place.

When the evaluatee achieves a satisfactory level of performance during the time frame specified in the improvement plan, he or she will return to the contract faculty evaluation cycle.

If the overall rating during either of the first two years is "Unsatisfactory," it shall be grounds for a recommendation of non-retention.

20.5.7 Evaluation Conference with Evaluatee

20.5.7.1 The peer evaluation committee and first-level manager or designee shall meet with the evaluatee to discuss the results of the comprehensive evaluation, including peer evaluation, student evaluation, faculty member's self-evaluation, and the administrator evaluation. The conference shall include, as appropriate, acknowledgment of good performance, proposed recommendations for improvement, and suggestions for professional development, including a recommendation regarding the employment of the contract faculty member.

20.5.7.2 Information relating to the faculty member's strengths and weaknesses will be discussed openly and frankly with the evaluatee.

20.5.7.3 The faculty member shall have the opportunity to comment on the results of the summary evaluation report and provide any written comments attached to the written evaluation report within ten (10) working days. The faculty member shall sign the evaluation report, acknowledging the completion of the procedure. Satisfactory evaluations shall be forwarded to the Office of Human Resources; all others shall be forwarded to the chief instructional officer by December 1 of the year in which the evaluation takes place and in accordance with the timelines set forth in Section 20.5.3.

20.6 TENURE EVALUATION

20.6.1 Tenure review shall commence during the evaluatee's third year of employment and be completed prior to December 1 in year four. A time extension may be granted by the chief instructional officer or designee. This does not preclude the Governing Board's granting tenure after the first year of employment.

20.6.2 The Tenure Review Committee shall be composed of the first-level manager, three tenured faculty, and one member-at-large appointed by the chief instructional officer or designee. Of the three (3) tenured faculty members, two (2) faculty members shall be nominated by the educational unit. The third faculty member shall be nominated from outside the educational unit.

20.6.3 Standard District evaluation forms shall be used for all evaluations.

20.6.4 The Tenure Review Committee's recommendations will be based primarily on evidence of the faculty member's performance as reflected in the Committee's evaluation, which includes peer, administrator, student, and self-evaluation and shall be in accord with the provisions of 20.3, 20.5.4, 20.5.5, 20.5.6, and 20.5.7.

20.6.5 Additional evaluations may be conducted at the discretion of the tenure review committee or first level manager. During the tenure review period, the evaluatee shall be evaluated a minimum of once each term.

20.6.6 Satisfactory reports are the basis for recommendation for tenure. All evaluations completed on the faculty member shall be used in the final evaluation for tenure. Faculty members recommended for tenure will reflect a standard of excellence in their performance of faculty duties and their interaction with students and colleagues.

20.6.7 The granting of tenure is a legal right of the Governing Board. Tenure is recommended by the superintendent/president as advised by the chief instructional officer in consultation with the Tenure Review Committee.

20.6.8 In the event a faculty member is not recommended for tenure within the provisions of Section 87610.1 California Ed Code, the procedures of this section, subsections (a) (b) (c) (d) (e) and 87611 shall apply and be in accordance with the procedures outlined in Tenure Denial Grievance Procedure, Section 20.7.

20.7 TENURE DENIAL GRIEVANCE PROCEDURE

20.7.1 Grievance Procedures

20.7.1.1 Any grievance pursuant to the denial of tenure may be filed by a faculty member on his or her behalf or by the exclusive representative on behalf of an employee or group of employees.

- a) If such a grievance is pursued to arbitration by the Association, the award of the arbitrator shall not be considered a precedent for any other such grievances.
- b) If a faculty member pursues such a grievance to arbitration, after the Association has declined to pursue the grievance to arbitration, the District shall require the employee to file with the Association adequate security to pay the employee's share of the cost of arbitration.
- c) The arbitrator in any such grievance shall be without power to grant tenure, except for failure to give notice on or before March 15 pursuant to Education Code, Subdivision (b) of Section 87610.
- d) The arbitrator in any such grievance may award a remedy which includes, but need not be limited to, back pay and benefits, re-employment in a probationary position, and reconsideration for tenure.
- e) The award of an arbitrator in any such grievance shall be subject to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.
- f) In any reconsideration of a decision not to employ a grievant as a tenured employee, as required by an arbitrator's decision resulting from any grievance pursuant to Section (a) above, the District shall not utilize any cause for the denial of tenure that the arbitrator found to be without merit.

20.7.2 Probationary Re-employment Rights and Tenure Denial Grievance Procedure

20.7.2.1 Probationary faculty members working under their first or second year contracts shall be employed for the succeeding year unless they are notified otherwise in writing by the District on or before March 15 of the academic year covered by the existing contract. The notice shall be by registered or certified mail to the most recent address on file with the Office of Human Resources.

20.7.2.2 Probationary faculty members working under a first or second year contracts who receive notice pursuant to Section 20.7.2.1 that the District does not intend to employ them for the succeeding academic year shall have the right to challenge the District's decision as it relates to the procedure not the content of the evaluation.

20.7.2.3 Probationary faculty members working under a third contract shall be employed as tenured employees for succeeding years unless they are notified otherwise by the District in writing on or before March 15 of the last academic year covered by the existing Agreement. The notice shall be by registered or certified mail to the most recent address on file with the Office of Human Resources.

20.7.2.4 Probationary faculty members working under a third contract who receive notice pursuant to Section 20.7.2.3 that the District does not intend to employ them as tenured employees in succeeding academic years shall have the right to challenge the District's decision as it relates to the procedure not the content of the evaluation. (Refer to Section 20.7.1).

20.7.3 Action in Force

20.7.3.1 The dismissal of, and imposition of penalties for cause on any administrator who has tenure as a faculty member shall be in accordance with the provisions of this Article, provided that the District shall require such administrator to file with the Association adequate security to pay the employee's share of the cost of any arbitration resulting from the application of such procedures.

20.8 REGULAR FACULTY

20.8.1 Frequency of Evaluation

a) Regular faculty shall be evaluated once every three years. The evaluation shall be completed by April 15. The evaluation cycle is that period of time in which the entire evaluation and/or re-evaluation processes are taking place. At the conclusion of a re-evaluation, the faculty member continues on the original evaluation cycle.

b) If a regular faculty member's effective working relationship with staff or students, or if the on-the-job responsibilities, as contained in Article 18.2.3, have fallen below a satisfactory level of performance during the three (3) year cycle, the first-level manager shall make reasonable efforts to resolve the issues informally. If informal resolution is not successful, the first-level manager may request up to two (2) additional evaluations during the three (3) year cycle. Any additional evaluations shall be conducted according to the procedures that apply to the regular three (3) year cycle period.

20.8.2 Components—The comprehensive evaluation for all regular faculty shall comprise four distinct components: peer, administrator, student, and self-evaluation.

a) **Peer Evaluation Committee:** The peer evaluation committee recognizes that satisfactory performance by a faculty member can be achieved in a variety of ways.

(1) The peer evaluation committee has the responsibility to observe and evaluate a faculty member's total performance of duties and responsibilities as well as classroom teaching. Therefore, every regular faculty member shall be evaluated by a peer evaluation committee.

(2) A peer evaluation committee's evaluation of a faculty member shall include the following: a review of the self-evaluation of the faculty member; classroom or clinical visitation; observation of counseling sessions; observation of librarians; the results of the student evaluation; fulfillment of on-the-job responsibilities as indicated in Article 18.2.3; and evidence of effective working relationships with staff and students.

(3) A peer evaluation committee evaluation is part of the total evaluation process and shall cover the period of time since the last evaluation. An additional peer evaluation committee evaluation may be conducted if the professional effectiveness of the faculty member is less than satisfactory.

(4) **Composition of the Committee:** The evaluatee shall name one peer (a probationary contract faculty member in the third or fourth year of employment or a regular tenured faculty member) and then the evaluatee and peer will consult with the first-level manager or designee on the selection of the second peer. In the event that no subject specialist is available at the District to serve on the peer committee, it is the District's responsibility to secure such services. The selection of the subject specialist shall be done in consultation with the evaluatee and the subject specialist shall serve as one of the members of the committee.

b) **Administrator Evaluation:** The administration recognizes that satisfactory performance by a faculty member can be achieved in a variety of ways.

1) Management has the responsibility to observe and evaluate a faculty member's total performance of duties and responsibilities, as well as classroom teaching. Therefore, every regular academic employee shall be evaluated by the first-level manager or designee.

2) An administrator's evaluation of a faculty member may include the following: a review of the self-evaluation of the faculty member; classroom or clinical visitation; observation of counseling sessions; observation of librarians; the results of the student evaluation; fulfillment of on-the-job responsibilities; evidence of effective working relationships with staff and students; and those performance expectancies indicated in Article 18.2.3.

3) An administrator evaluation is part of the total evaluation process and shall cover the period of time since the last evaluation. However, in accord with Section 20.8.1(b), up to two (2) additional evaluations may be conducted if the professional effectiveness of the faculty member is less than satisfactory.

c) **Student Evaluation:**

1) Student evaluations of faculty members shall be conducted by the peer committee as part of the formal evaluation.

2) The basic evaluation instrument appropriate for teaching shall be used in all classes. However, departments may add questions to the basic instrument to satisfy their individual needs. Separate instruments will be developed for librarians, counselors, and resource specialists.

3) Applicable student evaluation forms that are area- or cluster-discipline-based shall be relevant to the student learning process or service provided and within the scope of the student's experience.

4) The process and content of the student evaluation shall ensure student confidentiality.

5) As part of the peer evaluation process for regular faculty, a student survey will be distributed to at least two classes during the semester of evaluation. The evaluatee will have the right to choose one of the classes. By mutual agreement between the faculty member and the peer committee, additional classes may participate in the evaluation.

6) Student evaluation forms for counselors, librarians, resource specialists, and the nurse will be distributed by a member of the peer evaluation committee to a reasonable sample of students counseled or served. Those student evaluations returned will comprise the group sampled.

7) A compilation of the student responses will be prepared by the first-level manager or designee and copies forwarded to the evaluatee and peer committee. The compilation of the student evaluation results will become part of the evaluation report.

d) **Self-Evaluation:** As part of the comprehensive evaluation, each regular faculty member shall provide a self-evaluation that assesses his or her own performance. It shall address, among other items, the faculty member's fulfillment of professional responsibilities as referenced in Article 18.2.3. The faculty member will share the self-evaluation with the peer evaluation committee and the first-level manager or designee. The self-evaluation will become part of the evaluation report.

20.8.3 Evaluation Procedure

20.8.3.1 Prior to the evaluation of a regular employee, the first level manager or designee shall meet with the evaluatee to discuss the criteria, procedures, and timelines (including class visits and non-classroom observations) for the evaluation.

20.8.3.2 Each member of the evaluation committee shall make at least one observation of the evaluatee. Every attempt will be made by the evaluators to observe different class sections or courses. The observations shall be done in consultation with the evaluatee and shall be of sufficient number and duration to provide a thorough assessment. The faculty member will make reasonable efforts to notify the evaluator of class periods that are inconvenient (testing, field trips, etc.).

20.8.3.3 The faculty member will provide the evaluators with the class syllabus and/or course outline of record and any other pertinent class or service handouts or materials.

20.8.3.4 Each evaluator shall complete the appropriate forms pertaining to the observation of the evaluatee. In addition, the first-level manager or designee may address the performance of professional responsibilities using the administrator evaluation form.

20.8.4 Evaluation Committee Conference and Report

20.8.4.1 After completion of the evaluators' observations, appropriate forms, student survey results, and the evaluatee's self-evaluation, committee members will meet as soon as possible to discuss these evaluation results. A faculty members' strengths and weaknesses will be discussed and will include, as appropriate, any proposed recommendations for improvement and suggestions for professional development, and/or re-evaluation.

20.8.4.2 The summary evaluation report shall be prepared by the peer evaluation committee and the first-level manager or designee. The summary evaluation shall take into account the results of each of the evaluation components (20.8.2) in order to arrive at an overall rating. If the overall rating is "Satisfactory," no other statement is necessary. If the committee and the first level manager or designee cannot reach an agreement as to the overall rating, they must provide a written explanation. The summary evaluation form shall provide for separate ratings for the peer evaluation committee and the first level manager or designee. Each should indicate the appropriate rating: Satisfactory; Needs Improvement; Unsatisfactory. Unsatisfactory performance in the categories of Article 18.2.3 may lead to an overall unsatisfactory rating. When consensus or agreement is not reached and only when the first level manager or designee and the peer evaluation committee fail to reach agreement on the overall rating, then and only then, the provisions for separate ratings for the peer evaluation committee and first level manager or designee shall be used.

20.8.5 Evaluation Conference with Evaluatee

20.8.5.1 The peer evaluation committee and first-level manager or designee shall meet with the evaluatee to discuss the results of the comprehensive evaluation, including the peer evaluation, student evaluation, faculty member's self-evaluation, and administrator evaluation. The conference shall include, as appropriate, acknowledgment of good performance, proposed recommendations for improvement, and any suggestions for professional development.

20.8.5.2 Information relating to the faculty member's strengths and weaknesses will be discussed openly and frankly with the evaluatee.

20.8.5.3 The faculty member shall have the opportunity to comment on the results of the summary evaluation report and have any written comments attached to the written evaluation report. The faculty member shall sign the evaluation report, acknowledging the completion of the procedure. The signed evaluation forms shall be sent to the first-level manager who will forward satisfactory evaluations to the Office of Human Resources; all others shall be forwarded to the chief instructional officer and, after review, forwarded to the Office of Human Resources.

20.8.6 Improvement Plan

If either the peer evaluation committee or the first level manager or designee have indicated a "Needs Improvement" or "Unsatisfactory" rating, then either the peer evaluation committee or the first level manager or designee, as appropriate, shall develop a written improvement plan and recommend a re-evaluation by both the peer evaluation committee (as augmented under 20.8.7.1) and the first level manager or designee in accord with the development of a written improvement plan.

The written improvement plan must be proposed by the first-level manager/designee or the peer evaluation committee, and at the discretion of the evaluatee, shall include the participation of a faculty peer. The role of the faculty peer is to assist in the development of the plan. The plan should include (a) specific areas of needed improvement, (b) means of improvement, (c) resources available to the evaluatee, and (d) a time frame within which the improvement is to be accomplished. The District shall make reasonable efforts to assist and support the faculty member in achieving the needed improvement. Such efforts may include considerations under Article 14.13, the Re-training Leave.

The purpose of the written improvement plan is to assist the evaluatee in developing and implementing improvements in the area or areas of deficiency noted by the evaluation team

and/or the administrative evaluation, to assist the unit member to make improvements, and to evaluate the evaluatee's performance under the plan.

The implementation of the improvement plan will occur during the semester following the evaluation and may include an additional semester as indicated in the improvement plan.

20.8.7 Re-evaluation

20.8.7.1 The reevaluation shall be considered the final evaluation unless there are special circumstances as determined by the first level manager and the chief instructional officer or designee.

Reevaluation of the evaluatee's performance, after implementation of the written improvement plan, shall be completed in accordance with the timeline established in the plan following the "Needs Improvement" or "Unsatisfactory" rating. This process requires the formation of the augmented reevaluation team.

The augmented reevaluation team shall have the same members serving from the original team and shall be augmented by two (2) additional regular faculty team members, one of which will be from the evaluatee's area of specialization selected by the evaluatee and one outside of the area selected by the first level manager. In the event that no subject specialist is available at the District to serve on the peer committee, it is the District's responsibility to secure such services. The selection of the subject specialist shall be done in consultation with the evaluatee and shall serve as one of the members of the committee. In order to complete the augmented reevaluation team, there will be timely selection.

20.8.7.2 Note that the evaluation process as outlined in this Article shall be followed in the reevaluation by the peer evaluation committee and the first level manager or designee, except that the materials gathered in the first evaluation shall be used. The improvement plan for the ensuing augmented team shall accompany the evaluation materials.

If it is determined under the reevaluation that the evaluatee has achieved a satisfactory level of performance during the designated time frame in the written improvement plan, then he or she will continue on the original regular evaluation cycle.

If the reevaluation results in an overall, peer evaluation committee, or first level manager or designee rating of "Needs Improvement," the first level manager or designee or the augmented peer evaluation committee may extend for one additional term the time frame in the written improvement plan or its modification as a result of the reevaluation.

If the reevaluation results in an overall, peer evaluation committee, or first level manager or designee rating of "Unsatisfactory," such evaluation may result in appropriate administrative action. The final written evaluation, attachments, and first level manager or designee recommendation(s) shall be forwarded to the appropriate vice president or designee, who shall review the final written evaluation and attachments and recommend to the superintendent/president appropriate administrative action.

20.9 FACULTY ON SPECIAL ASSIGNMENT

A regular faculty member on special assignment (Section 18.4) to non-instructional duties for fifty-(50) percent or more of a regular contract teaching load shall be evaluated by the first-level manager in the performance of those duties on an annual basis in accord with the special assignment position responsibilities. Excluded are the Faculty Senate President and Curriculum Chairperson.

20.10 TEMPORARY EMPLOYEE

20.10.1 Temporary Employee/Full-Time: Full-time temporary employees shall be evaluated in accord with the procedures applicable to first and second year contract employees.

20.10.2 All new temporary part-time employees shall be evaluated at least once during the first term of their employment. A second evaluation of temporary part-time employees will take place within four (4) terms of their first hire date. Subsequent to two (2) satisfactory evaluations, temporary part-time employees will be evaluated at least once every three (3) years. After a service break of four (4) terms, a temporary part-time employee shall be determined a new hire for purposes of evaluation.

20.10.3 Additional evaluations may be conducted at the discretion of the first-level manager or the peer evaluator.

20.10.4 Temporary part-time faculty employees may be evaluated by the first-level manager or designee.

20.10.5 Student evaluations of faculty members shall be conducted as part of any evaluation process.

20.10.6 The evaluation procedures as stated in section 20.3 (20.3.1 through 20.3.4) are applicable to sections 20.10-20.10.5.

**ARTICLE XXI
COMPENSATION**

21.1 Contract/Regular Faculty Compensation

Effective fall term 2001, two additional columns (F & H) have been added to the Contract/Regular Salary Schedule (see Article 22).

Effective fall term 2001, the Contract/Regular Salary Schedule structure has been adjusted to redistribute the compensation beginning with Step 14 in all columns (see Article 22).

Effective fall term 2001, the Contract/Regular Salary Schedule has been increased across-the-board by five and six-tenths percent (5.6%).

Effective fall term 2002, the Contract/Regular Salary Schedule has been increased across-the-board by an additional three percent (3%)

Effective fall term 2003, the Contract/Regular Salary Schedule has been increased across-the-board by an additional three percent (3%).

21.2 PART-TIME COMPENSATION SCHEDULE

The method of compensation for courses, except those excluded herein, shall be on a pay-per-course basis utilizing the following formula for semester-length courses:

Number of class hours times 17.5 weeks times the appropriate column and step negotiated hourly rate.

Exclusions: Those courses that are offered on an open-entry/open-exit positive attendance basis wherein the instructor hours do not correspond to the total hours of the course, or do not have a set number of hours for the instructor for courses such as cooperative education offerings.

In recognition of the \$57 million one-time augmentation of the State funding for improving part-time faculty compensation for the year 2001-02, the following improved Part-Time Salary Compensation Rates will be in effect the first day of fall term 2001:

21.2.1 LECTURE RATE SCHEDULE

[For teaching courses classified by the Curriculum Committee as lecture courses.]

Column A Meets the State's minimum requirements for teaching the assigned courses, OR Possession of a master's degree and 45 semester units beyond the bachelor's degree, OR Possession of a bachelor's degree and 60 semester units beyond the bachelor's degree.

Column B Possession of a master's degree and 75 semester units beyond the bachelor's degree, or Possession of an earned doctorate.

	Column A	Column B
Step 1	38.00	40.00
Step 2	40.00	42.00
Step 3	43.00	45.00

The following improved Part-Time Salary Compensation Rates will be in effect the first day of fall term 2003:

	Column A	Column B
Step 1	39.00	41.00
Step 2	41.00	43.00
Step 3	44.00	46.00

21.2.2 LAB RATE SCHEDULE

[For teaching courses classified by the Curriculum Committee as lab courses.]

In recognition of the \$57 million one-time augmentation of the State funding for improving part-time faculty compensation for the year 2001-02, the following improved Part-Time Salary Compensation Rates will be in effect the first day of fall term 2001:

Column A Meets the State's minimum requirements for teaching the assigned courses, OR Possession of a bachelor's degree and 75 semester units beyond the bachelor's degree, OR Possession of a master's degree and 60 semester units beyond the bachelor's degree, OR Possession of an earned doctorate.

	Column A
Step 1	35.00
Step 2	36.00
Step 3	38.00

The following improved Part-Time Salary Compensation Rates will be in effect the first day of fall term 2003:

	Column A
Step 1	36.00
Step 2	37.00
Step 3	39.00

21.2.3 NONINSTRUCTIONAL SERVICE RATE SCHEDULE

For service of counselors, librarians, nurses, instructional specialists, substitutes, special projects or assignments, and other non-teaching assignments, compensation is per hour of service provided.

In recognition of the \$57 million one-time augmentation of the State funding for improving part-time faculty compensation for the year 2001-02, the following improved Part-Time Salary Compensation Rates will be in effect the first day of fall term 2001:

Column A Meets the State's minimum requirements for serving in the assigned noninstructional capacity OR Possession of a bachelor's degree and 75 semester units beyond the bachelor's degree, OR Possession of a master's degree and 60 semester units beyond the bachelor's degree, or Possession of an earned doctorate.

	Column A
Step 1	32.00
Step 2	33.00
Step 3	35.00

21.2.4 Initial Placement on the Part-Time Schedule. The maximum initial placement on the appropriate schedule for all faculty hired on or after August 8, 1998, will be at Step 1. Assessment of units and degrees relevant to placement on the salary schedule will be consistent.

21.2.5 Y-Rating. Continuing part-time, contract and regular faculty whose first paid service day was prior to August 8, 1998, will be compensated at \$33 per hour until their placement on the appropriate part-time schedule is at a higher rate.

21.2.6 Step Advancement. Step advancement will be effected as of the first service day of the fall term each year. It is the responsibility of the bargaining unit member to petition the District for step advancement. A form for this petitioning process will be made available to members of the Bargaining Unit. The receipt of the step advancement form, including relevant documentation for the subsequent fall term must be received by Human Resources no later than June 30. No more than one step will be awarded a faculty member in any one year. Following is a definition of the three steps in all three salary schedules cited above:

Step 1 Substitutes and special duty assignments (i.e., assignments of less than a full term duration regardless of prior service); first-time hires; part-time faculty hired after a three-year (or six semester) break in service, summer excluded.

Step 2 Placement after completion of 1.00 FTEF of service at the Chaffey Community College District, for a minimum of four academic terms, at Step 1, summer and substitution excluded. If a break in service exceeds three years, placement is at Step 1.

Step 3 Placement after completion of 1.00 FTEF of service at the Chaffey Community College District, for a minimum of four academic terms, at Step 2 (summer and substitution excluded). If a break in service exceeds three years, placement is at Step 1.

21.2.7 Column Advancement. Column advancement is effected as of the first service day of the fall term each year. It is the responsibility of the bargaining unit member to petition the District for column advancement. A form for this petitioning process will be made available to members of the Bargaining Unit. The receipt of the column advancement form, including relevant documentation for the subsequent fall term must be received by Human Resources no later than June 30. All units and degrees must meet the criteria identified in 22.3.2 of the Agreement. Units as used in this procedure refer to semester units.

ARTICLE XXII
SALARY SCHEDULE PLACEMENT AND ADVANCEMENT

22.1 Placement of Contract/Regular Faculty Prior to July 1, 1998

Regular faculty members employed prior to July 1, 1991, will continue to be compensated for units beyond their present column at the rate of \$125.14 per semester unit. Advancement to the next column will occur when the proper number of semester units and/or degree is obtained. Movement to the next column will not result in less compensation than placement at the current column plus unit value. Contract/regular faculty members are not compensated for additional semester units earned until the requirements for column advancement have been met.

22.2 Initial Placement on Schedule

Units and degrees must be from an accredited institution and verified by official transcripts. All graduate level academic units and degrees used for initial placement on the salary schedule shall be earned at institutions accredited by an organization or association recognized by the Council for Higher Education Accreditation. Once verified, step placement may take place according to the criteria below.

22.2.1 Step Placement

Bargaining unit members are placed on the appropriate step as determined by the following criteria:

- a) One (1) step will be granted for each full year of appropriate academic experience with a maximum credit of seven (7) steps effective fall 2001 and eight (8) steps effective fall 2002 from this source.
- b) Effective fall 2001, one (1) step will be granted for each one (1) year of full-time vocational experience directly related to the assignment with a maximum credit of seven (7) steps from this source. Effective fall 2002, one (1) step will be granted for each one (1) year of full-time vocational experience directly related to the assignment with a maximum credit of eight (8) steps from this source.
- c) Effective fall 2001, total credits for salary schedule placement shall not exceed seven (7) steps. Effective fall 2002, total credits for salary schedule placement shall not exceed eight (8) steps.

22.2.2 Column Placement

Bargaining unit members are placed on the appropriate column as determined by the following criteria:

- a) Unit credit is limited to seventy-five (75) semester units or 112.5 quarter units.
- b) Upper division and graduate units earned after the bachelor's degree are counted in excess of that degree.
- c) Under special circumstances, certain undergraduate credit units (with an earned grade of "C" or better) may be used if, upon review of the Office of Human Resources, it is determined that (a) the units directly relate to one's assignment or were earned at an institution that provides coursework to maintain licensure, and (b) if the documentation was submitted in a timely manner (within 30 days of employment). Management's decision is final and non-grievable.

Acceptance of units and degrees from universities outside of the U.S. is subject to a determination of equivalency by an evaluation service recognized by the District. All costs associated with this evaluation shall be borne by the faculty member.

Honorary degrees are not acceptable for placement on the salary schedule.

Units which did not provide credit and units which are duplicated will not be applied for placement on the salary schedule.

22.2.3 Column Designation

COLUMN A	•Meets the State's minimum requirements through equivalencies: e.g., possession of a valid California credential authorizing community college service.
COLUMN B	•Possession of a master's degree from an accredited college/university, OR •Possession of a bachelor's degree from an accredited college/university and 45 units completed after the bachelor's degree.
COLUMN C	•Possession of a master's degree from an accredited college/university and 45 units completed after the bachelor's degree, OR •Possession of a bachelor's degree from an accredited college/university and 60 units completed after the bachelor's degree.
COLUMN D	•Possession of a master's degree from an accredited college/university and 60 units completed after the bachelor's degree, OR •Possession of a bachelor's degree from an accredited college/university and 75 units completed after the bachelor's degree.
COLUMN E	•Possession of a master's degree from an accredited college/university and 75 units completed after the bachelor's degree.
COLUMN F	•Professional Development Incentive – faculty members may advance from column E to F only by earning upper division/graduate units after placement on Column E or after July 1, 2001, whichever is later. There shall be no initial placement on columns F or H.
COLUMN G	•Possession of an earned doctorate from an accredited college/university.
COLUMN H	•Professional Development Incentive – faculty members may advance from column G to H only by earning upper division/graduate units after placement on Column F or after July 1, 2001, whichever is later. There shall be no initial placement on columns F or H.

Note: "Units" as used in this procedure refers to semester units.

22.3 Advancement on the Schedule

22.3.1 Step Advancement

- a) Each instructor shall be granted one (1) step on the salary schedule for each year of service at Chaffey College until the maximum is reached.
- b) Advancement to the next step requires 116 service days within the academic year, excluding summer session for a regularly employed instructor who is not on sabbatical.
- c) A faculty member shall be deemed to have completed his or her first contract year as a probationary faculty member if he or she provides service for seventy-five (75) percent of the

first academic year, and shall, if employed for the succeeding year, be granted one full year of service credit for purposes of advancement on the salary schedule.

d) Veterans who were classified as regular faculty members at Chaffey College prior to going into active service receive one (1) step for each two (2) years service. However, should war occur or a national emergency be declared, then one (1) step shall be given for each year of service.

22.3.2 Column Advancement

Eligibility

a) All graduate level academic units and degrees used for advancement on the salary schedule shall be earned at institutions accredited by an organization or association recognized by the Council for Higher Education Accreditation.

b) Under special circumstances, certain undergraduate units may be used if, upon review of the chief instructional officer or designee, it is determined that (a) the units directly relate to one's assignment or were earned at an institution that provides coursework to maintain licensure (18 contact hours of training equals one unit or credit effective fall term 2001), (b) the request received first-level manager approval, and (c) the request was made in a timely manner (prior approval for existing employees; within 30 days of employment for new employees). Management's decision is final and non-grievable.

Acceptance of units and degrees from universities outside of the U.S. are subject to a determination of equivalency by an evaluation service recognized by the District. All costs associated with this evaluation shall be borne by the faculty member.

Honorary degrees are not acceptable for advancement on the salary schedule.

Units which did not provide credit, units which are duplicated, and units which were earned during a retraining leave will not be applied for advancement on the salary schedule.

After initial placement, units earned before the bachelor's degree are to be used for bachelor's degree credit only.

c) Research, curriculum development, workshops, and special projects may be used for advancement if arranged with prior permission from the first-level manager and approved by the chief instructional officer or designee in accordance with the following rules:

- 1) Each case shall be evaluated on its own merits.
- 2) The recommendation of the first-level manager and the chief instructional officer or designee will determine the number of units granted. Limited: one (1) to four (4) semester units.

d) Summer work experience may be approved for advancement based upon the applicability of the work experience to the faculty member's teaching assignment. Prior approval must be secured by the first level manager and the chief instructional officer or designee in accordance with the following rules:

- 1) Each case shall be evaluated on its own merits.
- 2) Work experience credit may be granted only if the work experience was of eight (8) weeks duration or more, with an average of forty (40) hours per week.
- 3) Summer teaching elsewhere may be used to earn summer work experience credit.
- 4) The recommendation of the first-level manager and the chief instructional officer or designee will determine the number of units granted. Limited: one (1) to four (4) semester units.
- 5) After initial placement, credits granted for approved summer work experience will be limited to one-third (1/3) of the total units needed (not to exceed 25 semester or 37-1/2 quarter units) and will be credited in the same manner as are those for academic units.

Approval

New faculty requesting initial placement approval for units identified in 22.3.2(b), (c), and/or (d) must present official transcripts and/or other official documents within 30 days of employment for review and approval by the chief instructional officer or designee. Due to special circumstances, a time extension may be granted by the Director of Human Resources or designee.

Faculty requesting column advancement must have prior approval from the first-level manager and chief instructional officer or designee, in order to qualify for advancement.

All academic units, degrees, research, curriculum development, and special projects which are to be presented in order to qualify for advancement to the next column, must be reported to the Office of Human Resources by June 30. Upon timely receipt of these official documents, column advancement will be applied effective the first service day of the following fall term.