

Chaffey Community College
Chaffey College Faculty Association

**1991-1995
AGREEMENT**

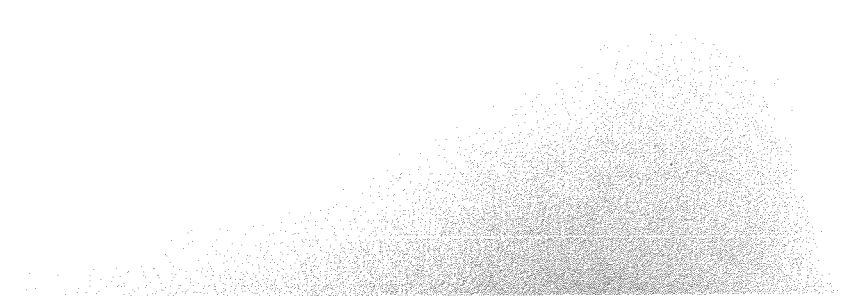


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ARTICLE I TERM

- 1.1 This Agreement, when adopted by the Governing Board shall remain in full force and effect from July 1, 1991, up to and including June 30, 1995, and thereafter shall continue in effect year by year unless one of the parties notifies the other, in writing, no later than March 15, 1995, of its request to modify, amend, or terminate the Agreement.

Signed and entered into this _____ day of _____, 1991.

/s/James Barton
James Barton
President, Governing Board

/s/Louise Agos
Louise Agos
President, CCFA

/s/Isabel Scully
Isabel Scully
Vice President, Governing Board

/s/Frank Pinkerton
Frank Pinkerton
CCFA Negotiations Committee

/s/William Bescoby
William Bescoby
Secretary, Governing Board

/s/Erna Noble
Erna Noble
CCFA Negotiations Committee

/s/Paul Treadway
Paul Treadway
Board Member

/s/Art Sheppard
Art Sheppard
CCFA Negotiations Committee

/s/Paul Gomez
Paul Gomez
Member, Governing Board

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 bargaining unit members contained in the May 8, 1980, voluntary recognition document, except as hereby amended to exclude Children's Center Specialist, Developmental Disabilities Specialist, Physical Disabilities Specialist, Learning Disabilities Specialist, Health Services Specialist, EOP&S Specialist, Director of Athletics, and Student Activities Specialist.
- 2.2** The above named Specialists shall not teach a greater load than was assigned them in the 1981-82 school year.

ARTICLE III SUPPORT OF AGREEMENT

The District and the exclusive representative agree that it is 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, 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 regarding race, sex, religion, age, and disabilities, marital status, sexual orientation, national origin, political affiliation or activity, participation in any labor or professional or political organization, family relationships to another employee, or the private and personal life of any employee.

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) Insure 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. (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

7.1 Use of Equipment

The Association officers and no more than ten (10) specifically authorized members shall have use without charge of District

typewriters, duplication equipment, calculation equipment, and audiovisual equipment. Data processing equipment located in divisional 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 mail 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 his/her designee.

7.2.2 Association postings and distributions of information shall not discriminate in any way against any of its members, any employee, or applicant for employment based on race, color, religion, creed, sex, national origin, ancestry, handicap, or medical condition. The Association shall be directly and solely responsible for any violation of law occasioned by Association use of the District bulletin boards and mail system.

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 Member

Upon written request by the Association President or designee, the appropriate administrator shall provide the names and job titles of all full-time and part-time bargaining unit members by division or relevant work unit to the Association within 25 working days of the first day of each fall term. 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 such bargaining unit members have authorized the District to release the requested information. An update shall be provided to the Association noting additions and deletions of bargaining unit members in the unit within twenty (20) working days of the beginning of each term.

7.4 Names of Association Officers

The Association shall provide the appropriate administrator 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 to not 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. Such facility usage 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 facility use, 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 originally requested use.

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 at the end of the use period.

7.6.6 No law or District policy relating to facilities usage 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 such other devices as 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 his/her designee.

7.7 Board Agenda

The Association President or his/her 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. During only those terms in which negotiations occur, eight (8) additional equated hours (or the equivalent for non-teaching faculty) shall be granted to those persons serving on a Negotiations Committee. By no later than fifteen (15) days following the signing of this Agreement, the Association will

designate in writing to the Superintendent/President each designated bargaining unit member who is to receive reassigned time.

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.

8.1.1 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

8.2.1 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 contract 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 of 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 WELFARE BENEFITS

10.1 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:

10.1.1 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.

10.1.2 Dental Coverage

10.1.3 Vision Coverage

10.2 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.

10.3 Bargaining Unit Members - Early Retirees

10.3.1 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 on a voluntary basis on the part of the former bargaining unit member.

10.3.2 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) 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 10.3.3 (d).

10.3.3 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 their 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 10.3.3 (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.

10.3.4 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 10.3.3 (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 10.3.4 (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 10.3.3 (a) upon receipt of satisfactory information that the premium has been paid by the early retiree to the insurer.

10.4 Life Insurance Coverage

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

ARTICLE XI PERSONNEL FILES

- 11.1** 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.
- 11.2** 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; (3) obtained in connection with a promotional evaluation.
- 11.3** The personnel file shall be kept in a locked file cabinet in the Office of Human Resources. The file shall be available for inspection by the bargaining unit member upon written request. A faculty representative may, with written authorization by the bargaining unit member, have access to the respective file. 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.
- 11.4** 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.
- 11.5** A bargaining unit member may forward to the Vice President of Human Resources materials for inclusion in his/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.

- 11.6** The bargaining unit member shall have the right to respond in writing to any clearly designated item in his/her file. The response shall be attached to the designated item.
- 11.7** Information of a derogatory nature, except that listed under Section 11.2 of this Article, shall not be filed unless and until the bargaining unit member is given notice and an opportunity to review and comment thereon.
- 11.8** The bargaining unit member shall have the right to copies of materials within the file except as noted in Section 11.2 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 11.2 above.
- 11.9** Derogatory material placed in a bargaining unit member's personnel file shall be destroyed upon the request of the bargaining unit member when such material is more than three (3) years old.

ARTICLE XII GRIEVANCE PROCEDURE FOR BARGAINING UNIT MEMBERS

12.1 Definitions

12.1.1 "Grievance" A "grievance" is an allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement.

12.1.2 "Grievant" A "grievant" may be any bargaining unit member of the District covered by the terms of this Agreement who alleges that he/she 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.

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

12.1.4 "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.

12.1.5 "Timelines" An extension of "timelines" as specified in Paragraph 12.2.2 "Formal Levels" may be extended by mutual agreement between the appropriate administrator, or designee, and the appropriate Association representative, provided such request is made prior to the expiration of the stipulated timelines. Extensions during the summer months and/or at times when classes are not in session shall receive automatic approval provided such requests are timely made.

12.2 Procedure

12.2.1 "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 it by an informal conference with his/her 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.

12.2.2 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 his/her grievance in writing on the District's grievance form to his/her first-level manager or the person occasioning the grievance.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the specific contract 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 his/her 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 stipulation that the grievant may be accompanied by the Association.

Level II

If the grievant is not satisfied with the decision at Level I, he/she may within five (5) days appeal the decision on the appropriate form to the Superintendent/President or his/her 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 his/her designee shall communicate in writing his/her decision to the grievant within five (5) days. If the Superintendent/President or his/her designee does not respond within the time limits provided, the grievant may proceed to arbitration.

12.3 Arbitration

If the grievant is not satisfied with the decision at Level II, he/she 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 grievance submitted to him/her. 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.

12.3.1 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.

12.3.2 Failure of the grievant (or the Association pursuant to Section 12.3) to meet the time limits provided for in this contract article shall be deemed a withdrawal of the grievance.

ARTICLE XIII

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.

Unless otherwise specified by the District, each bargaining unit member on leave must notify the District by February 15 as to whether he/she will return to employment for the following year. Such 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.

13.1 Sick Leave

13.1.1 Each full-time bargaining unit member is entitled to one (1) day sick leave for each month of paid service including sabbatical leave. The allocation of accumulative sick leave shall be made at the beginning of the school year or contract period (if less than a school year). Accumulated sick leave earned by a newly hired bargaining unit member in other school districts will be transferred, on request to this District and credited to the bargaining unit member in accordance with the requirements and procedures of the California Education Code.

Unused sick leave may be accumulated, but is not retroactive before July 1, 1950.

Sick leave benefits shall be cancelled 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.

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

When sick leave has expired, an bargaining unit member will be paid for a period not to exceed five (5) months the difference between his/her salary and that paid to a substitute.

Temporary (adjunct) bargaining unit members earn sick leave benefits, applicable to hourly assignments only, on the basis of one absence per term or summer session for each assigned class.

Sick leave may be used for illness in the immediate family, not to exceed three (3) days, if services or presence of the employee is necessary for critical illness of mother, father, daughter, son, wife, or husband. If sick leave is used for illness in the immediate family, 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.

13.1.2 Filing of Absence Reports To receive credit for absence under these sick leave policies, the bargaining unit member shall complete the District's absence report form on the day the bargaining unit member returns to work. In case of absences of five (5) days or more, a certificate of illness or injury must be presented to the appropriate administrator, signed by a regularly licensed physician and/or a medical authorization to return to work.

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.

13.2 Pregnancy/Disability Leave

13.2.1 Bargaining unit members are entitled to use sick leave for disabilities caused by or contributed to pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or non-medical preparation for child bearing, but shall be limited to those disabilities set forth above. The length of such 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.

13.2.2 Bargaining unit members are entitled to leave without pay for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when 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 terminated as determined by the bargaining unit member on leave and the unit member's physician. The first-level manager shall inform the appropriate administrator with reasonable advance notice of the bargaining unit member's anticipated date of return.

13.3 Industrial Accident Leave

13.3.1 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.

13.3.2 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.

13.3.3 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.

13.3.4 During any period a bargaining unit member is receiving only his/her 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.

13.3.5 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 his/her full salary during the period of his/her absence.

13.3.6 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.

13.3.7 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/her position, he/she may be placed on unpaid leave of absence, at which time he/she shall be granted paid health insurance benefits in the same manner as though he/she were an active regular bargaining unit member of the District.

13.4 Personal Necessity

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

13.4.2 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. Death in the family, serious illness or accident involving the bargaining unit member or his/her property or a member of his/her 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.

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

13.4.4 The use of this leave due to a death in the immediate family would be in addition to bereavement leave set forth in section 13.5 below.

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

13.5 Bereavement Leave

No deduction in salary or sick leave entitlement shall be made for absence due to death in the immediate family. The term "immediate family" means the following persons: mother, father, grandmother,

grandfather, or grandchild of the bargaining unit member or of the spouse of the bargaining unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the bargaining unit member, or any relative living in the immediate household of the bargaining unit member. Not more than three (3) days' absence or five (5) days if out-of-state travel is necessary, shall be allowed under this section.

An extension of the absence may be granted at the discretion of the Superintendent/President, subject to the approval of the Governing Board.

13.6 Judicial Leave

Judicial leave shall be granted 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. Jury fees will be endorsed back to the District.

13.7 Legislative Leave

A bargaining unit member elected to the Legislature shall be granted an unpaid leave of absence from his/her duties as an employee of the District. The bargaining unit member shall notify the District of his/her intention to return at least twelve (12) weeks in advance.

13.8 Sabbatical Leave

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

13.8.1 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 Executive Vice President, or designee, for approval. The Executive Vice President, through the Superintendent/President, shall make recommendation to the Governing Board. The Governing Board may, at its sole discretion, approve or disapprove sabbatical leaves.

13.8.2 The request for a single or multiple term, (not to exceed one (1) academic year) or a sabbatical leave as provided for in

Section 13.8.7 shall be submitted on or before February 1 of the preceding academic year.

13.8.3 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 his/her 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.

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

13.8.5 Seventy (70) percent of the base salary will be paid during the sabbatical leave.

13.8.6 The bargaining unit member must submit a detailed report of his/her activities during the leave. The report should be received by the Executive Vice President no more than thirty (30) days after return to regular assignment. 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.

13.8.7 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. 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 previous sabbatical leave. If the second request is granted, the total salary for the combined year shall not exceed seventy (70) percent of the year in which the second portion of the sabbatical is granted.

13.8.8 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 following his/her return from the leave of absence.

13.8.9 The compensation shall be paid the bargaining unit member while on sabbatical leave in the same manner as if the member was

on duty in the District. The bargaining unit member shall provide the District with a suitable bond equal to the paid salary 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. The bargaining unit member shall be exonerated of this responsibility in the event of death or physical or mental disability.

13.9 Military Leave

A military leave of absence will be granted by the Governing Board upon request to the Superintendent/President. Such request shall be supported by orders requiring the bargaining unit member to report to active duty. Under declaration of war or a declared presidential emergency, a bargaining unit member who is granted military leave will earn service increments the same as if teaching. The 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) days maximum in any fiscal year.

13.10 Miscellaneous

13.10.1 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) The option to continue insurance benefits at the bargaining unit member's expense;
- 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.

13.10.2 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.

13.10.3 Absence of bargaining unit members at the beginning and end of the school year:

- a) Each bargaining unit member has the obligation to attend the first general staff meeting in the fall.
- 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.

13.10.4 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.

13.10.5 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 instructional program;
- b) Appropriateness of the request to the individual bargaining unit member's assignment;
- c) Benefit to the District;

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

13.10.7 Per diem salary deductions for ten- (10) month bargaining unit members will be computed by dividing the bargaining unit member's 176 service days into the annual salary.

13.11 In-Service Training Leave

13.11.1 When in the opinion of the District it is necessary for a bargaining unit member to be employed or to enroll in a course or courses 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 keep up with the changing technology in the teaching field;
- b) Changing community needs require retraining of a valued permanent bargaining unit member;
- c) A clear relationship to a bargaining unit member's assignment is established.
- d) There is evidence that no other alternative is available.

13.11.2 Divisions/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 Executive Vice President to the Superintendent/President for Governing Board approval.

13.11.3 Where the intensive in-service training provides compensation, District compensation for the leave will be the difference between the current teaching contract and the training compensation. Existing bargaining unit member fringe benefits shall be maintained unless comparable benefits are provided by the in-service employer. Unit advancement credit for in-service training shall not be granted. However, the period of time a bargaining unit member spends in in-service training shall count toward service increments.

ARTICLE XIV FACULTY SERVICE AREAS

14.1 The Association and the District agree that faculty service areas are defined as of July 1, 1990, as the Chaffey Community College District.

- 14.2** Provisions of the Agreement relating to faculty service areas 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.

ARTICLE XV COMPETENCY CRITERIA

15.1 Defined

Competency is defined as meaning competent to bump into another faculty service area in case of reduction in force.

15.2 Criteria

Being certified by the District as meeting the District's minimum qualifications or equivalencies; or having been the instructor of record in the faculty service area for a minimum of one term at any accredited institution of higher education at any time in the past.

15.3 Mutual Consent Condition to Change

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

ARTICLE XVI TRANSFER

16.1 Definitions

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

16.2 Voluntary Transfer

16.2.1 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 for five (5) school days prior to public notice.

16.2.2 Bargaining unit members desiring a transfer to the announced vacant position may request a transfer provided such 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 appropriate administrator.

16.2.3 Prior to creation of a vacancy, a 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 September 30 of the following year.

16.2.4 In either case, if the request has been timely submitted, the bargaining unit member shall be considered for the vacancy before any new employee is recruited. If the bargaining unit member meets the District's Minimum Qualifications, Equivalency Standards and Competency Criteria of the vacant position, the bargaining unit member shall be offered the position.

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

16.3 Involuntary Transfer

16.3.1 The District may transfer a bargaining unit member for, but are not limited to, 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

16.3.2 Except in cases of emergency*, a 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.

16.3.3 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. Such meeting shall be scheduled by the appropriate administrator within a reasonable time period.

16.4. Other Considerations

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

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

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

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

*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.

ARTICLE XVII REDUCTIONS IN FORCE

- 17.1** Appropriate sections of the Education Code relating to Reductions in Force will be followed by the District and the Association.

ARTICLE XVIII ACADEMIC CALENDAR

- 18.1** The Academic Calendar of the District, in terms of the beginning and ending dates of days of instruction, vacations, 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, vacations, etc., are of concern to the Association, the proposed calendars for any academic year shall be prepared in draft form by the District in consultation with the Association.

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

18.2.1 In the event the District adopts a semester calendar system, the Association and the District agree that the semester calendar shall be the early semester calendar (Semester I - mid to late August start; end before Christmas: Semester II - Mid January start; end late May/early June).

18.2.2 The District and the Faculty Association have addressed the impact of converting from a quarter to a semester calendar system and agree for purposes of assisting in the conversion over the designated two-year period, 3.0 FTE faculty reassigned time shall be provided, the allocation of which will be determined by the Curriculum Committee. This reassigned time would include such activities as curriculum guide revisions, articulation efforts, and overall facilitation of the process. The utilization of the faculty reassigned time will be replaced with temporary (adjunct) assignments as appropriate and the necessary funds will be allocated for this purpose.

18.3 The college academic calendar shall consist of 176 contracted days for full-time bargaining members. At least three (3) of the 176 days shall be designated as flexible time in order to provide an opportunity for bargaining unit members to participate in staff development activities.

18.3.1 Prior to the date staff development contracts are due for the fiscal year, the District may designate one (1) of the three (3) days for faculty workshops to increase institutional effectiveness.

18.3.2 Four (4) to seven (7) activity hours constitute one (1) flex day. Staff development activities may be performed on non-instructional day(s) in lieu of performing such activities on the designated flex day(s).

18.3.3 Flex obligations described in professional development contracts of bargaining unit members may be fulfilled on the scheduled flex days or on any other non-instructional days including weekends, holidays, periods between terms and the summer months.

18.3.4 Flex obligation activities, as approved, may be met in any term and such activities shall be completed by the end of the fiscal year. Use of instructional days may be requested for special projects and programs if those activities are scheduled by an external source and alternate scheduling is not possible. Bargaining unit members who need to be available to students on a designated flex day may select another day in lieu of the designated day.

18.3.5 Modifications to the District's existing flex plan shall be subject to Education Code, Chapter 8, Article II, Sections 55720-55730, and the identified scope issues in Section 18.3 above shall be negotiated with the Association.

ARTICLE XIX HOURS, WORKLOAD, CLASS SIZE

19.1 Faculty Assignments

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

19.1.2 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.

19.1.3 All contract/regular faculty shall provide a full professional service week that includes teaching, or counseling, or library services, depending on assignment, and preparation, advising, peer evaluation, maintenance of office hours, maintenance and timely submission of student records, participation in college/district committees and meetings, and special assignments, which may include program and curriculum development, program review, accreditation, professional development, and educational enrichment activities.

19.2 Load and Load Factors

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

19.2.2 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. (Effective July 1, 1992 for counselors; until then, thirty-five (35) hours per week at .43 equated hours.)

19.2.3 The annual load shall be forty-five (45) equated hours on a quarter system basis or thirty (30) equated hours on a semester system. A range of forty-four to forty-six (44-46) equated hours on a quarter system or twenty-nine to thirty-one (29-31) on a semester system will be required for each full-time teaching member of the bargaining unit.

19.2.4 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) Coop Ed shall be equated at .60 of a contact hour;
- e) All self-paced labs, either open entry/open exit or census week, shall be equated at .60 of a contact hour;
- f) All other labs shall be equated at .68 which include, but are not limited to, science, business, vocational, fine arts, studio (except music and dance studio group performance), physical education activity, and clinics.
- g) 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.
- h) With the agreement of the instructor, the first-level manager and the Office of Educational Services, 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 (adjunct) assignments with the provision that it shall not exceed the requirements in Section 19.6.1. Additional compensation will be applied as per items 1 and 2 above at the prevailing hourly rate.

19.2.5 Office Hours

- a) Full-time faculty shall schedule, post, and maintain at least five (5) office hours per week arranged to meet student needs with the approval of the first-level manager. Such office hours shall be in official District facilities.
- b) No office hours shall be required for those faculty whose full load consists of those courses described in section 19.2.4 (e).

19.2.6 Telecommuting

In the interest of environmental concerns, the hours of a bargaining unit member's assignment may be met by telecommuting. Telecommuting for purposes of this provision is a term which recognizes the ability of any bargaining unit member to meet their professional obligations by reporting to the college campus less than five (5) days per week by working at home or at a satellite work center. Such schedules shall ensure that bargaining unit members are available to meet student needs.

19.2.7 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 19.2.7 (b), (d), and (e).

- d) If a bargaining unit member has an annual teaching load of less than forty-four (44) equated hours on a quarter basis or 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 forty-five (45) quarterly or 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 forty-five (45) equated hours on quarter or 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.

19.3 Flexible Assignment

The District may contract with individual bargaining unit members to perform special services or assignments to be compensated either by the prevailing hourly rate or reassigned equated hours. Under normal circumstances, the District will consult with the Association prior to assignment.

19.4 Special Assignment

19.4.1 Head Coach

- a) The head coach (contract/regular faculty) of a single team sport may choose one of the following options:

- 1) *four (4) equated hours reassigned time;
 - 2) *two (2) equated hours reassigned time and \$2,500 stipend;
 - 3) \$4,000 stipend with no reassigned time.
- b) The head football coach will be allocated an additional *.23 reassigned time.
- c) The head coach (contract/regular faculty) of a combined team sport may choose one of the three (3) following options for compensation:
- 1) *six (6) equated hours reassigned time;
 - 2) *three (3) equated hours reassigned time and a \$3,750 stipend;
 - 3) A \$6,000. stipend with no reassigned time.
- d) The number of weeks for team classes or combined team classes will be determined by the official length of season schedule provided by the Commission on Athletics.

19.4.2 Head Coach Team Sports Temporary (Adjunct)

- a) The temporary (adjunct) head coach of a single team sport will be assigned fifteen (15) hours per week at the prevailing rate for the length of the season, and a stipend of \$4,000.
- b) The temporary (adjunct) head coach of a combined team sport will be assigned fifteen (15) hours per week at the prevailing rate for the length of the season and a stipend of \$6,000.
- c) If a temporary (adjunct) faculty member serves in the capacity of head football coach, an additional stipend equal to *.23 reassigned time shall be paid.
- d) Temporary (adjunct) head coaches shall work no more than a .50 equated load per year and shall be scheduled no more than .59 equated load per term except with the approval of the administration.

* load factor .68

- e) The number of weeks for team classes or combined team classes will be determined by the official length of season schedule provided by the Commission on Athletics.

19.4.3 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.

19.4.4 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.

19.4.5 Department Coordinator

- a) Administration will determine the need for all coordinator assignments upon recommendation of the first-level manager.
- b) In determining department coordinators, the following general guidelines will be used:
 - 1) Total number of contract/regular, and temporary (adjunct) faculty to be coordinated;
 - 2) Responsibilities to external entities;
 - 3) Responsibilities to students requiring extraordinary program services including placement;
 - 4) Responsibilities in programs for services where coordination is in the best interest of the District and/or faculty, and/or students.
- c) All appointments are for one (1) academic year, excluding summer, and are subject to approval of the Governing Board.
- d) Programs which are mandated by accreditation standards shall be appointed in accordance with those standards.
- e) Four (4) levels of coordinators' compensation are:

* load factor .68

4. A stipend equal to twenty-five (25) service days or a stipend equal to fifteen (15) service days + .33 FTE reassigned.
3. A stipend equal to twenty (20) service days or a stipend equal to ten (10) service days + .27 FTE reassigned.
2. A stipend equal to fifteen (15) service days or a stipend equal to ten (10) service days + .13 FTE reassigned.
1. A stipend equal to ten (10) service days or a stipend equal to five (5) service days + .13 FTE reassigned.

The choice of compensation options must be made by the coordinator at the time of appointment. Reassigned FTE may be balanced over a two- (2) year period with the concurrence of the coordinator, first-level manager, and Executive Vice President.

19.4.6 Summer Session

- a) The summer school maximum load is limited to a maximum of .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 cancelled 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 cancelled. Under no circumstances shall the equivalent hourly pay exceed four (4) hours per class.

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

19.5.1 Contract/regular counselors (excluding categorically or special funded counselors) shall be on an eleven-(11) month contract; effective July 1, 1992;

19.5.2 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 legitimate needs of the District;

19.5.3 Flex-time counseling assignment schedules covering the twelve-(12) month calendar year shall be determined by:

- a) Mutual agreement between the District and counselor;
- 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/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.

19.5.4 All assignments for classroom activity shall be based on Article XIX—Section 19.2.4 and Section 19.7.3.

19.6 Temporary (Adjunct) Faculty Employees

19.6.1 Temporary (adjunct) faculty shall work no more than a .59 equated load per term and shall be scheduled no more than .5, except with the approval of the administration.

19.6.2 When identifiable, temporary (adjunct) 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.

19.7 Extra Service/Overload

19.7.1 Contract/regular full-time faculty may not teach beyond their regular full-time assignments, more than .533 equated load in any given term.

19.7.2 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.

19.7.3 Counselors, librarians, health services nurse and resource specialists may not work more than eight (8) hours per week in extra service assignments related to their full-time assignments. Counselors, librarians, health services nurse, 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 nurse, or resource specialist assignments. Exceptions to this must be approved by the District.

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

19.8 Class Size

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

19.8.2 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.

19.8.3 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.

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

19.8.5 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) Meeting the needs of disabled and physically impaired;
- f) Classes are sequential;

g) Classes are basic skills and remedial.

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

19.8.7 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.

19.8.8 Class size is an administrative matter to be determined jointly by first-level manager in consultation with the appropriate faculty member(s).

19.9 Guidelines for Instructor Assignments

19.9.1 All contract/regular faculty shall recommend class assignment subject to approval by their first-level manager.

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

19.9.3 Split-schedules and early morning classes preceded by a regular assigned contract class shall be avoided where possible.

19.9.4 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 District and the bargaining unit member.

19.9.5 When a class assigned to be taught by a regular or full-time contract employee (more than sixty (60) percent of contract) is cancelled 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.

ARTICLE XX EVALUATION PROCEDURES INCLUDING PEER REVIEW

The purpose of this article is to improve instruction, counseling and other educational services assigned by the District through the periodic evaluation of bargaining unit members. All evaluations are final and non-grievable.

20.1 Employees, Definitions

20.1.1 Contract employee—is a probationary bargaining unit member serving in his/her first, second, third or fourth contract year.

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

20.1.3 Temporary employee—hourly, substitutes, sabbatical, or personal leave replacements, and part-time employees.

20.1.4 Peer—for the purposes of evaluation, a peer is a contract or regular employee serving a majority of his/her time as a bargaining unit member.

20.2 Coordination of Evaluation

20.2.1 The first-level manager shall be responsible for the coordination of all bargaining unit member evaluations within his/her division/unit.

20.2.2 The first-level manager of Counseling shall be responsible for coordinating the evaluation of counselors.

20.2.3 The first-level manager of Health Services shall have the responsibility of coordinating the evaluation of the nurses.

20.2.4 The head librarian shall have the responsibility for coordinating the evaluation of librarians.

20.2.5 The first-level manager shall have the responsibility for evaluating the resource specialists.

20.3 Contract Employee

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

20.3.2 First and second year contract employees shall be evaluated a minimum of twice each year. The first evaluation should be completed by November 15 and the second by February 1.

20.3.3 The employee's actual evaluation shall be conducted by a committee of peers.

- a) Teaching Staff: The instructor shall name one peer and the first-level manager shall name one other. A third peer shall be named by the preceding two peers. The team shall elect a chairperson.

The evaluation shall include at least one classroom observation by each team member.

- b) Counselors: The counselor shall name one peer and the first-level manager shall name one other. A third peer shall be chosen by the preceding two peers.

The evaluation shall include at least one counseling session observation by each team member.

- c) Librarians: The head librarian shall name one peer and the librarian shall name one other. A third peer shall be named by the preceding two peers.

Observation of his/her normal routine shall be required.

- d) Other Faculty: The faculty member shall name one peer and the first level manager shall name one other. A third peer shall be named by the preceding two peers. The team shall elect a chairperson.

Each evaluation shall include at least one on-the-job observation by each team member.

- e) In all cases, the timing of the observation shall be arranged in consultation with the evaluatee.

20.3.4 Third and fourth year evaluations shall be conducted according to the provisions of Article XXI, Tenure Evaluations.

20.4 Regular Employee

20.4.1 Regular employees shall be evaluated once every three years. The evaluation shall be completed by February 1.

20.4.2 The employee's actual evaluation shall be conducted by a committee of peers.

- a) **Teaching Staff:** The instructor shall name one peer and the first-level manager shall name one other. A third peer shall be named by the preceding two peers. The team shall elect a chairperson.

The evaluation shall include at least one classroom observation by each team member.

- b) **Counselors:** The counselor shall name one peer and the first-level manager shall name one other. A third peer shall be chosen by the preceding two peers.

The evaluation shall include at least one counseling session observation by each team member.

- c) **Librarians:** The head librarian shall name one peer and the librarian shall name one other. A third peer shall be named by the preceding two peers.

Observation of his/her normal routine shall be required.

- d) **Other Faculty:** The faculty member shall name one peer and the first-level manager shall name one other. A third peer shall be named by the preceding two peers. The team shall elect a chairperson.

Each evaluation shall include at least one on-the-job observation by each team member.

- e) In all cases, the timing of the observation shall be arranged in consultation with the evaluatee.

20.5 General Conditions-Contract/Regular Employees

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

20.5.2 The District shall establish the deadlines for the operation of evaluation procedure.

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

20.5.4 In the event that no subject specialist is available at the District, it is the District's responsibility to secure such services. The selection shall be done in consultation with the evaluatee.

20.5.5 If the evaluation is "Satisfactory," no other statement is necessary, but if it is less than satisfactory, the evaluator(s) must attach an explanation.

20.5.6 After an evaluatee/evaluator(s) conference, the signed forms shall be sent to the first-level manager. After review, the first-level manager shall forward the form to the Executive Vice President. If the "Overall Rating" is marked "Needs Improvement" or "Unsatisfactory," an additional evaluation must be made within fifteen (15) working days followed by an evaluator/evaluatee conference within five (5) working days. The evaluatee may have a faculty person of his/her choice present.

20.5.7 If after two evaluations prior to December 15 the evaluatee is rated "Needs Improvement" or "Unsatisfactory," a development plan must be proposed by the first-level manager. The plan should include (a) specific areas of needed improvement, (b) suggested means of improvement, and (c) suggested resources available to the evaluatee. Improvement to "Satisfactory" must be made by the February 1 evaluation for recommendation for continuance beyond the academic year.

20.6 Student Evaluation

If the evaluatee so requests, student evaluations shall be made part of the evaluation process.

20.6.1 Bargaining unit members

- a) Student input or opinion shall be obtained by questionnaires from those students with whom the bargaining unit member comes in contact. Questions shall pertain to the performance of the bargaining unit member as related to the job description.
- b) The results of the student evaluations shall be reviewed by the evaluator in consultation with the evaluatee. A summary of the results shall be attached to the written evaluation.
- c) The standard District evaluation forms shall be used in all cases.

20.7 Ratings, Definitions

20.7.1 Satisfactory—Average to excellent.

20.7.2 Needs Improvement—Recognizing that everyone needs some improvement, this rating indicates that the performance of the evaluatee is seriously deficient and needs definite strengthening. This rating shall designate specific areas of needs and how improvement may be accomplished. Should sufficient improvement not be shown during subsequent regular evaluations, the evaluatee will be considered unsatisfactory.

20.7.3 Unsatisfactory—This rating indicates that the evaluatee's performance is below minimum standards.

20.8 Evaluation of Temporary Employees

20.8.1 Long-term substitutes and sabbatical replacements shall be evaluated at least once per year, but only one peer needs to be involved. That peer will be chosen by the first-level manager

20.8.2 Temporary employees shall be evaluated at least once per year, but only one peer needs to be involved. That peer will be chosen by the first-level manager.

20.8.3 The General Conditions as stated in section 20.5, (20.5.1 through 20.5.7) are applicable to sections 20.8.1 and 20.8.2 above.

20.9 Self-Evaluation

If the evaluatee so requests, self-evaluations may be made part of the evaluation process. Self-evaluation for contract employees is required for tenure evaluation.

ARTICLE XXI TENURE EVALUATION

- 21.1** The Superintendent/President, upon advice of the Executive Vice President, in consultation with the Tenure Review Committee, shall recommend action on tenure to the Governing Board.
- 21.2** Tenure review shall commence during the evaluatee's third year of employment and be completed prior to March 15 in year four. This does not preclude the Governing Board granting tenure after the first year of employment.
- 21.3** The Tenure Review Committee shall be composed of the first-level manager, three tenured faculty, and one member-at-large appointed by the Executive Vice President or designee. Of the three (3) tenured bargaining unit members, two faculty members shall be nominated by the division/unit. The third bargaining unit member shall be nominated from outside the division.
- 21.4** The Tenure Review Committee's recommendations will be based primarily on evidence of the bargaining unit member's performance as reflected in evaluations conducted by the Tenure Review Committee, student evaluations, and self-evaluations by the evaluatee.
- 21.5** Satisfactory reports are the basis for recommendation for tenure which is a legal right of the Governing Board. All evaluations completed on the bargaining unit member shall be used in the final evaluation for tenure.
- 21.6** Additional evaluations may be conducted at the discretion of the tenure review committee.

21.7 Criteria for Evaluation

21.7.1 Bargaining unit members recommended for tenure will reflect a standard of excellence in their performance of faculty duties and their interaction with students and colleagues.

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

21.9 In the event a bargaining unit member is not being 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 in accordance with the procedures outlined in Tenure Denial Grievance Procedure, Article XXII.

ARTICLE XXII

TENURE DENIAL GRIEVANCE PROCEDURE

22.1 Professional Security

22.1.1 A faculty member shall be deemed to have completed his or her first contract year as a probationary bargaining unit member if he or she provides service for seventh-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.

22.2 Grievance Procedures

22.2.1 Any grievance pursuant to the denial of tenure may be filed by an bargaining unit 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 bargaining unit 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, reemployment in a probationary position, and reconsideration.
- 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.

22.3 Probationary Reemployment Rights

22.3.1 Probationary bargaining unit 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.

22.3.2 Probationary bargaining unit members working under their first or second year contracts who receive notice pursuant to Section 22.3.1 that the District does not intend to employ them for the succeeding academic year shall have the right to challenge the District's decision by utilizing the grievance procedures in this Agreement.

22.3.3 Probationary bargaining unit members working under their third contract year 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 contract. The notice shall be by registered or certified

mail to the most recent address on file with the Office of Human Resources.

22.3.4 Probationary bargaining unit members working under their third contract year who receive notice pursuant to Section 22.3.3 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 by utilizing the grievance procedures in this Agreement.

22.4 Action in Force

22.4.1 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.

ARTICLE XXIII DIVISION CHAIRPERSON

23.1 Sunsetting Provision

For the purpose of developing the most effective decentralized operational management structure, a committee comprised of management, Faculty Association and the Faculty Senate will be constituted. Its charge will include, but not be limited to, consideration of all options, including the current as well as any new structure. Article XXIII and Section 24.7 of Article XXIV shall sunset as of July 1, 1992, providing: (1) the realignment/restructuring of the instructional divisions is completed; (2) the selection and appointment of new divisional management positions is finalized.

1. Prior to June 30, 1991, the President of CCFA, the President of the Academic Senate, a member of the CCFA Negotiation Committee, and the Executive Vice President shall select by mutual agreement a current division chair to serve as the chair for the instructional division's reorganizational committee.

2. Prior to June 30, 1991, this group plus the selected chair shall select by mutual agreement nine (9) members; three (3) from the Faculty Association, three (3) from Faculty Senate and three (3) from management.
3. A member of the CCFA Negotiation Committee of the Faculty Association and the Executive Vice President of the college shall serve as ex officio members of the committee when constituted.
4. Eight (8) units of reassigned time shall be provided for the chairperson of the committee.
5. The committee shall meet on call by the chairperson prior to September 30, 1991.
6. The chair shall forward the committee's recommendation to the Superintendent/President and the Governing Board.

23.2 Assigned Duties

A District bargaining unit member who is appointed to serve as Division Chairperson shall be required to provide assigned duties to the District consistent with the provisions of this article and Governing Board policy.

23.3 Selection

Division Chairpersons are selected in accordance with procedures established by the Faculty Senate as long as such procedures are not in conflict with state, federal, or Governing Board's Affirmative Action/Equal Opportunity mandates.

23.4 Position Title

Division Chairperson

23.5 Position Description **

****** This position description addresses the supervisor/non-teaching functions for which the chairperson is responsible. Faculty functions are described in the "Basic Faculty Position Description."

23.5.1 Level of Assignment

.4667 (21/45) FTE supervisory functions, 176 contract days, plus 1.00 FTE supervisory functions for a maximum of 31 additional contract days; plus .5333 (24/45) FTE faculty functions, 176 contract days.

23.5.2 Scope of Assignment

The Division Chairperson supervises all bargaining unit members, classified, and student employees assigned to the Division.

Responsible for the implementation of District policy and procedure within assigned division; wide range of recommendation and/or decision-making in areas of personnel, evaluation, class scheduling, other division activities, assigned facilities, and budget.

23.6 Responsibilities

23.6.1 Supervision of Assigned Staff

- a) Completes, in a timely manner, all assigned supervisory tasks pertaining to hiring, evaluating, developing, and making recommendations to the appropriate Dean regarding the continuation, disciplining, or dismissal of assigned employees;
- b) Facilitates, coordinates, and is responsible for compliance with work assignments by divisional staff;
- c) Recommends to the appropriate Dean changes in status of assigned employees;
- d) Facilitates and is responsible for the implementation of District policy and procedures in matters affecting the division;
- e) Consistent with Governing Board policy and state regulations, schedules work assignments for faculty and classified staff in a manner that will make the best use of human resources for the effective and efficient operation of the division.

23.6.2 Recommendation and monitoring of division budget

- a) Prepares and recommends an annual divisional budget;
- b) Supervises, monitors, and is responsible for budget expenditures; assumes primary responsibility for completion of appropriate budgetary tasks in a reasonable time.

23.6.3 Maintenance of high quality instruction

- a) Regularly reviews and evaluates teaching methods in assigned programs;
- b) Regularly reviews and evaluates curriculum and assigned instructional programs generally to assume maximum educational benefits and cost effectiveness;
- c) As a part of the evaluative process, facilitates staff improvement in identified areas;
- d) Recommends major curriculum and other program changes to the appropriate Dean;
- e) Prepares and recommends a schedule for each term for the assigned division; submits schedule information to the Office of Educational Services within a reasonable timeline.

23.6.4 Communication and Cooperation

- a) Facilitates communication among staff assigned to the division;
- b) Serves as the division's spokesperson in coordination with other Division Chairpersons and administrative personnel;
- c) Facilitates conflict resolution among assigned staff members and among appropriate staff and students enrolled in division classes;
- d) Serves as liaison between the appropriate Dean and division staff;

- e) Serves as a member of the Educational Services Council, College Council, and serves on or selects divisional representatives to other committees as assigned by the appropriate Dean.

23.6.5 Other Duties

- a) Assists in and is responsible for the preparation and maintenance of long-term and short-term educational and facility plans for the division;
- b) Prepares an annual report of the activities of the division;
- c) Advises the appropriate Dean about matters of professional concern;
- d) Monitors division enrollments to maximize the quality and efficiency of instruction;
- e) Monitors affirmative action policies to ensure compliance with state, federal, and local mandates;
- f) Performs division-related duties as assigned by the appropriate Dean.

23.7 Authority of Relationship

23.7.1 Direct Supervisor

Appropriate Dean.

23.7.2 Titles of positions supervised

- a) Contract/regular faculty assigned to the division;
- b) Temporary (adjunct) faculty assigned to the division;
- c) Classified staff assigned to the division;
- d) Student employees assigned to the division.

23.8 Specific Qualifications

23.8.1 In order to be eligible to run for the position, the candidate must be tenured, on a full-time (1.0 FTE) contract, and have more than a fifty (50) percent teaching assignment in the division where the vacancy occurs. In order to retain the position, individual chairpersons shall have at the time of appointment or shall be responsible for developing within six (6) months of the time of appointment, and being able to demonstrate:

- a) An understanding of the instructional programs offered by the division;
- b) An understanding of District policies and procedures commonly required for the effective operation of the division and the ability to implement and monitor such policies and procedures;
- c) The ability to administer the division budget with its attendant fiscal procedures;
- d) A thorough understanding of educational practices, particularly with regard to teaching and learning;
- e) The ability to supervise staff to maximize effectiveness and efficiency;
- f) The ability to facilitate resolution of conflict between assigned staff members and between students enrolled in division classes and assigned staff;
- g) The ability to communicate well orally and in writing.

23.8.2 During the first ninety (90) days of the appointment, the appropriate Dean shall notify in writing the Division Chairperson of areas that need to be improved in order to meet the six- (6) month requirement period.

23.8.3 Failure to improve during the next ninety (90) days in the area or areas designated shall result in the immediate removal of the Division Chairperson.

23.9 Evaluation

23.9.1 An employee's performance as a Division Chairperson shall be evaluated pursuant to the responsibilities and duties in the Position Description.

23.9.2 The procedures to be followed shall be consistent with existing District policies. The appropriate Dean or designee shall be the evaluator.

23.9.3 The employee's performance as an instructor shall be evaluated pursuant to the evaluation procedure for instructors.

23.10 Calendar/Work Year/Hours

23.10.1 Calendar

After consulting with the Division Chairperson, the appropriate Dean shall establish the Division Chairperson's work calendar consistent with the following:

23.10.2 Work Year

The work year is a maximum of 207 days. One hundred seventy-six (176) days shall parallel the teaching year. A maximum of thirty-one (31) days shall be set by the appropriate Dean with approval of the Executive Vice President. No more than nineteen (19) work days shall be scheduled between the close of school in June and the start of school in September as follows:

- a) No more than ten (10) working days shall be scheduled immediately following commencement.
- b) No more than nine (9) working days shall be scheduled immediately preceding the day instructors are required to return in the fall.
- c) Once established, the Division Chairperson may deviate from the above schedule only with the written approval of the appropriate Dean.

23.10.3 Hours

During the 176-day instructional year, a Division Chairperson shall devote an average of 18-2/3 hours per week in the performance of Chairperson duties. This time shall be scheduled to meet the needs of the District and shall be subject to the approval of the appropriate Dean. The time shall be accounted for by the Division Chairperson to the appropriate Dean. The schedule shall provide that at least one (1) hour per day be allocated to the performance of Chairperson duties.

During the 19-day summer schedule period established by the appropriate Dean, the work day is eight (8) hours. The remaining twelve (12) days create ninety-six (96) hours of Chairperson responsibility to perform Chairperson duties. This responsibility may be met either by serving twelve (12) days at eight (8) hours per day or by scheduling such hours in blocks of time that best meet the needs of the District. All such scheduling of this time shall be subject to the approval of the appropriate Dean and shall be accounted for by the Division Chairperson.

23.11 Selection/Term/Removal

23.11.1 Only persons who meet the minimum qualifications outlined in the job description may run for the position of Division Chairperson.

23.11.2 A list of qualified candidates shall be established. The faculty, pursuant to Faculty Senate Rules, shall select a person to serve as Chairperson from that list. Once selected, the name is sent to the Governing Board.

The Governing Board may accept or reject the candidate. If the candidate is rejected, the faculty shall be informed and a new election held from a list of candidates which does not contain the rejected candidate.

23.11.3 If the Governing Board approves the candidate, the person so selected shall serve a term of three (3) years subject to the following:

- a) If the Chairperson is notified on or before December 1 of each year that his/her performance is below standards, and

- b) If during the remainder of the academic year the Chairperson is unable to bring his/her performance up to standards, then
- c) Upon recommendation by the Executive Vice President through the Superintendent/President, the Governing Board may remove the Division Chairperson from the position and such decision shall be final.

23.11.4 In the event that a Division Chairperson refuses to perform the duties during the established work year, the Chairperson may be removed by the Governing Board.

ARTICLE XXIV COMPENSATION

- 24.1** Increase the present Contract/Regular Faculty Salary Schedule across-the-board by eight (8) percent retroactive to January 1, 1991.
- 24.2** Increase the Contract/Regular Faculty Salary Schedule across-the-board by an additional six (6) percent effective July 1, 1991.
- 24.3** Increase the Contract/Regular Faculty Salary Schedule across-the-board by an additional six (6) percent effective July 1, 1992. (See Appendix A.)
- 24.4** Increase the Contract/Regular Faculty Salary Schedule across-the-board by an additional six (6) percent effective July 1, 1993. (See Appendix B.)
- 24.5** Increase the Contract/Regular Faculty Salary Schedule across-the-board by an additional six (6) percent effective July 1, 1994. (See Appendix C.)
- 24.6** Increase the temporary (adjunct) salary rates as noted herein for all courses offered in all divisions or units, day or night. Such compensation shall be as follows:

July 1, 1992	\$31/hour
July 1, 1993	\$32/hour
July 1, 1994	\$33/hour

24.7 Division Chairpersons shall be compensated as follows:

24.7.1 All division chairpersons shall be placed on the faculty salary schedule plus an additional ten (10) percent.

24.7.2 A division chairperson may qualify for additional compensation of up to four (4) percent by one or both of the following:

- a) Those divisions having more than 25 FTE, and/or having more than fifteen (15) temporary (adjunct) faculty positions based on a three (3) term average of the previous year;
- b) Those divisions having more than three (3) recognized vocational programs.

24.7.3 Per diem shall be determined by dividing the annual compensation by the number of duty days, i.e., 196.

**ARTICLE XXV
SALARY SCHEDULE PLACEMENT
AND ADVANCEMENT**

**CHAFFEY COMMUNITY COLLEGE DISTRICT
CONTRACT/REGULAR SALARY SCHEDULE**

STEP	A	B	C	D	E	F
1	\$30,055	\$34,458	\$36,034	\$37,610	\$39,187	\$41,101
2	\$31,331	\$35,734	\$37,310	\$38,886	\$40,463	\$42,376
3	\$32,607	\$37,010	\$38,586	\$40,162	\$41,738	\$43,652
4	\$33,882	\$38,286	\$39,862	\$41,438	\$43,014	\$44,928
5	\$35,158	\$39,562	\$41,138	\$42,714	\$44,290	\$46,204
6	\$37,948	\$42,351	\$43,927	\$45,504	\$47,080	\$48,994
7	\$39,224	\$43,627	\$45,203	\$46,780	\$48,356	\$50,270
8	\$40,500	\$44,903	\$46,479	\$48,056	\$49,632	\$51,546
9	\$41,776	\$46,179	\$47,755	\$49,331	\$50,908	\$52,822

ANNIVERSARY

1	\$43,289	\$47,693	\$49,269	\$50,845	\$52,421	\$54,335
2	\$44,803	\$49,206	\$50,782	\$52,359	\$53,935	\$55,849
3	\$46,317	\$50,720	\$52,296	\$53,872	\$55,449	\$57,362

Contract/Regular bargaining unit members employed prior to July 1, 1991, shall be placed on the appropriate step and column on the salary schedule above, and shall continue to accrue unit advancement credit, not to exceed seventy-five (75) units, at the rate of \$105.08 per semester unit. Such rate shall be adjusted to reflect future salary increases.

Bargaining unit members employed on or after July 1, 1991, shall be placed on the appropriate step and column on the salary schedule above and will advance to the next column upon accumulating the appropriate number of units designated for that column.

25.1 Initial Placement on Schedule

(Units and degrees must be from an accredited institution and verified by official transcripts.)

25.1.1 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 six (6) steps from this source.
- b) One (1) step will be granted for each two (2) years of full-time practical experience directly related to the academic assignment with a maximum credit of five (5) steps from this source.
- c) Total credits for salary schedule placement shall not exceed six (6) steps.

25.1.2 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) All units earned before the bachelor's degree are classed as a bachelor's degree.
- c) Upper division and graduate units earned after the bachelor's degree are counted in excess of that degree.

25.1.3 Column Designation

COLUMN A	•Meets the State's minimum requirements through equivalencies: e.g., possession of a valid California credential authorizing community college service.
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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	• Possession of an earned doctorate from an accredited college/university and 75 units completed after the bachelor's degree.

Note: "Units" as used in this procedure refers to SEMESTER UNITS.

25.2 Advancement on the Schedule

25.2.1 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) 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.

25.2.2 Anniversary Advancement

Anniversary increments are awarded at three-year intervals; the first is awarded after completing three years of service at the Step 9 rate; the second after completing three (3) years of service at the first anniversary rate; and the third after completing three (3) years of service at the second anniversary rate.

25.2.3 Column Advancement

- a) All academic units and degrees used for advancement on the salary schedule shall be recognized by an accredited institution of higher education and shall be documented by an official transcript.
- b) Instructors wishing credit for academic courses must have approval in advance from the first-level manager and the Executive Vice President, or designee, in order to qualify for advancement.
- c) Research, curriculum development, and special projects may be arranged with prior permission from the first-level manager and approved by the Executive Vice President, or designee.
- d) All academic units and degrees and 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 Personnel Office by June 15.
- e) Units earned for lower division courses after the bachelor's degree may be used provided a request submitted prior to the work is approved. The first-level manager and the Executive Vice President, or designee, will judge such requests on the basis of applicability of the courses to the instructor's objectives and the assignment at Chaffey College. Credit for units earned subsequent to the bachelor's degree will not be given for courses which duplicate units previously earned.

f) Approval of summer work experience will be based upon the practical application of the work experience to the applicant's teaching endeavor 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 Executive Vice President, or designee, will determine the number of units granted. Limited: one (1) to five (5) quarter 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 $37\frac{1}{2}$ quarter units) and will be credited in the same manner as are those for academic units.

25.3 Temporary (Adjunct) Hourly Rate

July 1, 1991	\$29/hour
July 1, 1992	\$31/hour
July 1, 1993	\$32/hour
July 1, 1994	\$33/hour

APPENDIX A

CHAFFEY COMMUNITY COLLEGE DISTRICT CONTRACT/REGULAR SALARY SCHEDULE EFFECTIVE JULY 1, 1992

STEP	A	B	C	D	E	F
1	\$31,858	\$36,525	\$38,196	\$39,867	\$41,538	\$43,567
2	\$33,211	\$37,878	\$39,549	\$41,219	\$42,891	\$44,919
3	\$34,563	\$39,231	\$40,901	\$42,572	\$44,242	\$46,271
4	\$35,915	\$40,583	\$42,254	\$43,924	\$45,595	\$47,624
5	\$37,267	\$41,936	\$43,606	\$45,277	\$46,947	\$48,976
6	\$40,225	\$44,892	\$46,563	\$48,234	\$49,905	\$51,934
7	\$41,577	\$46,245	\$47,915	\$49,587	\$51,257	\$53,286
8	\$42,930	\$47,597	\$49,268	\$50,939	\$52,610	\$54,639
9	\$44,283	\$48,950	\$50,620	\$52,291	\$53,962	\$55,991

ANNIVERSARY

1	\$45,886	\$50,555	\$52,225	\$53,896	\$55,566	\$57,595
2	\$47,491	\$52,158	\$53,829	\$55,501	\$57,171	\$59,200
3	\$49,096	\$53,763	\$55,434	\$57,104	\$58,776	\$60,804

APPENDIX B

CHAFFEY COMMUNITY COLLEGE DISTRICT CONTRACT/REGULAR SALARY SCHEDULE JULY 1, 1993

STEP	A	B	C	D	E	F
1	\$33,769	\$38,717	\$40,488	\$42,259	\$44,030	\$46,181
2	\$35,204	\$40,151	\$41,922	\$43,692	\$45,464	\$47,614
3	\$36,637	\$41,585	\$43,355	\$45,126	\$46,897	\$49,047
4	\$38,070	\$43,018	\$44,789	\$46,559	\$48,331	\$50,481
5	\$39,503	\$44,452	\$46,222	\$47,994	\$49,764	\$51,915
6	\$42,639	\$47,586	\$49,357	\$51,128	\$52,899	\$55,050
7	\$44,072	\$49,020	\$50,790	\$52,562	\$54,332	\$56,483
8	\$45,506	\$50,453	\$52,224	\$53,995	\$55,767	\$57,917
9	\$46,940	\$51,887	\$53,657	\$55,428	\$57,200	\$59,350

ANNIVERSARY

1	\$48,639	\$53,588	\$55,359	\$57,130	\$58,900	\$61,051
2	\$50,340	\$55,287	\$57,059	\$58,831	\$60,601	\$62,752
3	\$52,042	\$56,989	\$58,760	\$60,530	\$62,303	\$64,452

APPENDIX C

CHAFFEY COMMUNITY COLLEGE DISTRICT CONTRACT/REGULAR SALARY SCHEDULE JULY 1, 1994

STEP	A	B	C	D	E	F
1	\$35,795	\$41,040	\$42,917	\$44,795	\$46,672	\$48,952
2	\$37,316	\$42,560	\$44,437	\$46,314	\$48,192	\$50,471
3	\$38,835	\$44,080	\$45,956	\$47,834	\$49,711	\$51,990
4	\$40,354	\$45,599	\$47,476	\$49,353	\$51,231	\$53,510
5	\$41,873	\$47,119	\$48,995	\$50,874	\$52,750	\$55,030
6	\$45,197	\$50,441	\$52,318	\$54,196	\$56,073	\$58,353
7	\$46,716	\$51,961	\$53,837	\$55,716	\$57,592	\$59,872
8	\$48,236	\$53,480	\$55,357	\$57,235	\$59,113	\$61,392
9	\$49,756	\$55,000	\$56,876	\$58,754	\$60,632	\$62,911

ANNIVERSARY

1	\$51,557	\$56,803	\$58,681	\$60,558	\$62,434	\$64,714
2	\$53,360	\$58,604	\$60,483	\$62,361	\$64,237	\$66,517
3	\$55,165	\$60,408	\$62,286	\$64,162	\$66,041	\$68,319

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