

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN THE

CALIFORNIA ONLINE COMMUNITY COLLEGE DISTRICT

dba CALBRIGHT COLLEGE

AND

THE CALBRIGHT FACULTY ASSOCIATION
(CFA/CTA/NEA)



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ARTICLE I

ASSOCIATION RECOGNITION

- 1.1 Acknowledgement.** Calbright College (hereinafter known as “The College”) recognizes The Calbright Faculty Association CTA/CCA/NEA (hereinafter known as “CFA”: or “The Association”) as the exclusive representative of full-time academic employees of the College, including Faculty/Instructors and Counselors, for the purposes of meeting and negotiating. Management, Confidential, Classified, and Supervisory employees, as defined by the Educational Employment Relations Act, shall be excluded from the bargaining unit.
- 1.2 Inclusion.** Included in the Unit, as recognized by the Public Employees Relations Board (PERB) on October 29, 2020, and as certified by matter LA-RR-1305-E, are all full-time Faculty members, including Faculty/Instructors and Counselors.
- 1.3 Exclusions.** Excluded from the Unit: all part-time Faculty/Instructors, Management, Supervisors, and Classified employees, including temporary contractors.]

ARTICLE II

ASSOCIATION RIGHTS

CFA shall have the following rights, in addition to any rights set forth elsewhere in the Agreement.

- 2.1 Access and Meetings** Authorized representatives of CFA shall be granted reasonable access to District properties, equipment and District maintained technology resources to meet with bargaining unit members. Such meetings are not to interfere with or interrupt the performance of scheduled duties.
- 2.2 Distribution and Posting** CFA representatives may distribute organizational literature to bargaining unit members via District email. CFA also shall be permitted to post organizational materials on District maintained physical bulletin boards and digital bulletin boards on the intranet subject to space and time limitations as necessary to deal with an excessive volume of material to be posted. CFA is responsible for maintaining such distributions and postings and for the removal of excess or outdated material. At the time of distribution and posting, a copy of the material shall be given to the Vice President, Human Resources. At no time shall Calbright's resources be utilized to support a political candidate or initiatives.
- 2.3 Presentations to the Board of Trustees.** Duly authorized CFA representatives shall have the right to speak at public meetings of the Calbright College Board of Trustees, pursuant to existing Board of Trustees policies governing such appearances.

2.4 Information to CFA

The District shall furnish to CFA:

- 2.4.1** An electronic copy of the Adopted Budget and/or supporting financial documents (if applicable, if not, whatever financial accounting reports provided to the state) bargaining unit member salary schedule step/column placement, a list of all bargaining unit members receiving stipends and the stipend amount, health benefit plan placement, the annual cost of each health benefit plan, and the amount paid by the District to the health benefit plan by September 15th of each year. Other public documents shall be available upon request.

- 2.4.2** A complete list of the names, job titles, assignments, work locations, phone numbers, email addresses, and mailing addresses of all bargaining unit members by September 15th and again on March 1st of each academic year, in compliance with AB 119. Nothing in this provision shall limit CFA from making additional requests for this information.
- 2.4.3** A list of all new hires by name, job title, assignments, work location, phone numbers, email addresses, and mailing address within thirty (30) days of hire.
- 2.4.4** An electronic copy of this Agreement shall be posted on the District website and made available to each faculty member after negotiations are completed for a new contract and for each newly hired faculty member upon employment.

2.5 Information to Employees

- 2.5.1** Upon hire into any position within the bargaining unit, the District shall provide information to the faculty member concerning CFA's status as exclusive representative, a CFA membership form authorizing dues deductions, and a copy of this Agreement. The District shall make available for review by any faculty member a directory of District employees and shall provide CFA with a copy of same.
 - 2.5.2** The District shall provide CFA time during new faculty onboarding to meet with new bargaining unit members regarding association business. Such meeting time shall be mutually arranged and scheduled between the President/CEO (or Designee) and the Association President at least ten (10) days prior to the date of the new employee onboarding.
- 2.6 Committees.** Unless otherwise provided in this Agreement or College policy, whenever the College has formed an advisory committee that requires CFA participation and/or could reasonably be anticipated that the work of the committee may impact the provisions of the collective bargaining agreement, the Association shall have the right to designate a bargaining unit member representative on the committee.

2.7 Association Dues

- 2.7.1 Upon appropriate written authorization from the bargaining unit member, the District shall deduct from the salary of the bargaining unit member and make appropriate remittance for Association dues.
- 2.7.2 Deductions for members of the bargaining unit who elect to pay Association dues and who make such election after the beginning of the academic year shall be pro-rated in such a manner that the employee will pay dues only in proportion to the number of months during the academic year in which they are a member of the Association. Any fraction of a month shall be counted as a full month.
- 2.7.3 The District shall, within sixty (60) days after the close of each payroll cycle, deliver to the Association the proceeds of such dues deductions, together with a list of faculty members and amounts deducted.
- 2.7.4 A bargaining unit member's written dues deduction authorization shall be revocable only upon receipt of written notice to the college from the Association, and such revocation shall be effective commencing with the next pay period after receipt thereof. The Association shall indemnify the College for any claims made by an employee concerning deductions made in reliance on information provided by the Association.

2.8 Automatic Salary Deductions. Upon appropriate written authorization from the bargaining unit member, the District shall deduct from the salary of the bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, and any other plans or programs approved jointly by CFA and the District.

ARTICLE III

MANAGEMENT RIGHTS

3.1 Management Rights. Except as limited by the specific and express terms of the EERA and/or this Agreement, the Board hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Administration, and the Administration shall continue to exercise such rights, powers, functions, and authority during the period of this Agreement.

Management rights include, but are not limited to, the following:

3.1.1 Hiring, supervising, and for cause discharging or non-renewing employees in accordance with requirements of law

3.1.2 The District has the sole right of assignment of employees

3.1.3 Representing the state and requirements placed within the Education Code in determining educational needs, and District priorities; all consistent with provisions of applicable laws

3.1.4 Obligating District funds

3.1.5 Establishing the organization job descriptions and positions required in the District

3.1.6 Directing the work of all employees

3.1.7 Responding to emergencies of any nature.

3.1.8 Bringing the District programs within limits prescribed by law and regulation for funding of the District.

ARTICLE IV

WORKING CONDITIONS

4.1 Work Schedules. A work week consists of a minimum of 7.5 hours daily (M-F)

4.2 Workday.

4.2.1 All Faculty must be available to perform core responsibilities daily between the hours of 10 am and 4 pm.

4.2.2 Other work hours may occur in a flexible schedule to meet student needs and shall be submitted to the Dean or designee, prior to the beginning of an academic year, for approval.

4.2.3 Alterations to the approved/submitted work schedule may occur with the prior approval by the Academic Dean or designee in advance of any changes.

4.2.4 The college will not require service from faculty outside the hours of 8 am and 7 pm Monday through Friday unless services outside these hours have been deemed necessary to provide the educational program for students and have been mutually agreed upon by the college and faculty member.

4.3 Workload. All Faculty must participate in Core Responsibilities on an ongoing basis.

4.4 Core responsibilities.

4.4.1 Thirty (30) hours per week for student engagement and support.

4.4.1.1 **Student engagement and support may include (as documented in 4.4.1.2.)**

classroom or equivalent instruction, office hours, calls, email correspondence, college-approved online communication tools, student data input and analysis, webchats, grading and test preparation, student outreach, student appointments, other meetings with students, and any other student engagement-focused instruction or counseling duties as assigned by the Dean.

4.4.1.2 All core responsibilities should be provided on College approved technology resources.

4.4.2 An average of seven and one-half (7.5) hours per week of College Service.

4.4.2.1 College Service shall include but not be limited to approved:

- Team meetings
- Professional development
- Other college activities that are not related to student engagement
- Committee meetings not be paid by stipend

4.4.3 The number of hours of student engagement and college service may be modified, in advance, by mutual agreement of the Dean or designee and faculty member based on the needs of students and/or college program.

4.4.3.1 Changes in the schedule shall be preapproved and documented appropriately by the Dean or designee.

4.4.4 Core Responsibilities do not include

4.4.4.1 Activities related to conducting Union business or concerted activities

4.4.4.2 Academic Senate activities or meetings

4.4.4.3 Special Projects that are paid by an additional stipend

4.4.4.4 Any duties that are being paid by stipend or additional Compensation

4.4.4.5 Other activities not listed in 4.4 and not approved by the Dean or through negotiated agreement..

4.5 Work Year. The work year will consist of 215 workdays as specified in the relevant Work Year Calendar. College-adopted holidays are considered non-work days and are not part of the service days within a designated calendar.

4.6 A work-year calendar shall be submitted to the Academic Dean for approval prior to the start of the work year.

- 4.6.1 Changes to the work year calendar shall be submitted in advance to the academic Dean for approval. Changes to non-work days on the calendar should be arranged at least 30 days in advance. Extenuating circumstances will be dealt with on a case-by-case basis.

- 4.7 The college shall schedule the day after Thanksgiving and the days from December 24th through January 1 as non-work days. Designated college holidays (Christmas Day and New Years Day) included in this window do not count against the unit member's non-work days.

ARTICLE V

SALARY PLACEMENT

5.1 **Initial Salary Placement:** It is the intent of Calbright College to prioritize both the industry experience and the Competency-Based Education experience when considering placement on the salary schedule. Therefore, salary placement shall be determined in the following manner:

5.1.1 **One year for every one (1) year of full-time experience** shall be recognized for each year of Competency-Based Education teaching and learning experience.

5.1.2 **One year for every two(2) years of full-time experience** shall be recognized for relevant

5.1.2.1 Industry-based experience, provided that it directly relates to the college assignment. *Industry experience is the professional experience gained through time spent and knowledge gained from working in a particular industry or sector of the economy.*

5.1.2.2 Working with focus populations, as described in the Calbright Strategic Vision, provided that it directly relates to the disciplinary area of college assignment.

5.1.3 **One year for every three (3) years of full-time experience** shall be recognized for each year of community college faculty experience, provided that it directly relates to the disciplinary area of college assignment.

5.1.4 **Maximum salary schedule placement for** combined industry experience and CBE experience shall not result in placement beyond year six (6) on the salary schedule. All faculty members employed as of July 1, 2022, shall be placed on the salary schedule based on experience and education as listed above. Current faculty members (employed as of July 1, 2022) shall not be placed below step 6 or above step 8 of the respective salary schedule.

5.2 Movement on the Salary Schedule: When a unit member completes additional degree requirements that may cause them to move to another column on the salary schedule:

5.2.1 A conferred degree must be presented to Human Resources for salary placement.

5.2.1.1 Salary movement will occur at the beginning of the next academic year (July)

5.2.1.2 Proof of degree completion and/or units earned at an institute accredited by an accrediting agency recognized by the US Department of Education prior to June 30 must be provided by October 1 and will be paid retroactively to July 1.

5.2.1.3 Copies of conferred degrees or credits earned received after October 1 will not be eligible for salary movement until July 1 of the following academic year.

5.2.3 An employee completing 75% of an academic year shall receive credit for One (1) year's movement on the salary schedule at the end of the academic year. All step movement on the salary schedule shall occur at the beginning of the next academic year.

5.2.2.1 Employees working less than 75% of an academic year shall not move to the next step on the salary schedule at the beginning of the next academic year.

ARTICLE VI

LEAVES

6.1 General Provisions

6.2 Authorized Leaves: Leaves under this Article or mandated by law are authorized absences.

6.3 Calculation of Sick Leave:

6.3.1 Accrued sick leave shall be deducted for basic assignments that a unit member misses due to illness. The minimum deductible sick leave is one hour with additional deductions rounded up to the nearest $\frac{1}{4}$ hour.

6.3.2 **Entitlements While on Leave:** Unless otherwise provided in this Article, a unit member on a paid leave of absence shall be entitled to:

6.3.3 Return to the same position, or as nearly the same position as possible, which he or she held immediately before the commencement of the leave.

6.3.4 Receive credit for annual salary increments provided during his or her Paid Leave.

6.3.5 Receive retirement benefits as provided by law and STRS regulations

6.3.6 Receive full insurance benefits during a paid period of leave.

6.3.7 Receive any other benefits to the extent not otherwise prohibited by law.

6.4 Sick Leave (Absence for Illness, Injury, or Quarantine):

6.4.1 **Provision:** Sick leave shall be provided to unit members in accordance with the provisions of the Education Code and with such additions as are provided for within this section.

6.4.2 **Unused Sick Leave:** Unused sick leave shall accrue from academic year to academic year. Transfer of accumulated sick leave shall be in accordance with the provision of Education Code Section 87782.

6.4.2.1 Upon separation from the District, the balance of unused

basic and excess sick leave shall be reported to STRS.

6.4.2.2 **Rate of Accrual:** A contract unit member shall be granted one day of sick leave per calendar month, not to exceed twelve (12) days per fiscal year.

6.4.2.3 At the beginning of each academic year, every unit member shall receive a sick leave allotment credit equal to his/her entitlement for the academic year. A unit member may use this credited sick leave during any scheduled duty day during the scheduled work year from July 1 through June 30.

6.4.3 **Essential treatments**, examinations for diagnostic purposes, and other absences specifically related to a unit member's health shall be allowed as sick leave when such treatment or examinations need to be made during assigned academic time.

6.4.3.1 *Personal or immediate family illness or injury, an illness that precludes normal work performance or threatens coworkers' health and safety, and medical or dental appointments that may not be reasonably scheduled during non-work hours. Immediate family is defined as a spouse, child, child-in-law, parent (including in loco parentis), parent-in-law, step-parent or legal guardian of employee or employee's spouse or domestic partner, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, step-parent, stepsibling, step-child or legal ward, and/or registered domestic partner.*

6.4 **Use of Accumulated Sick Leave:** Unit members may use all accumulated sick leave for qualifying absences on any scheduled workday during any academic year.

6.5 **Absence Covered by Accumulated Sick Leave:**

6.5.1 Unit members absent due to illness, injury, or quarantine imposed by health authorities shall have no salary deduction if such absence is covered by days accumulated for sick leave if available in the unit member's leave bank.

6.5.2 Faculty who are required to take time off from work to care for a family member, *as referenced in 6.4.3.1* may use their available sick leave balance to do so.

6.5.3 **Personal Necessity.** Unit members may use up to 4 days of accrued sick leave per academic year for the purpose of personal necessity. Personal necessity leave must be requested in advance and requires approval of the unit member's immediate supervisor. Personal necessity leave shall not be granted to a unit member during a leave of absence. Should a circumstance

of significant or catastrophic need arise, the unit member can request consideration for approval of additional days or rescheduling of non-work Days. These requests shall be made to the Vice President of Human Resources or designee and will be considered on a case by case basis.

6.5.3.1 Justification - does not require a stated reason.

6.5.3.2 Deduction - Allowed days shall be deducted from and may not exceed the number of accrued days the unit member has earned in the current contract year.

6.6 **Family and Medical Leave Act (FMLA)** Unit members are entitled to receive FMLA/CFRA leave consistent with state and federal law. Such leave shall be subject to advanced notice to the extent practical and verification of FMLA/CFRA eligibility. FMLA/CFRA leave shall run concurrently and is unpaid. Unit members may elect to use other paid leaves (e.g., sick leave or extended illness leave) concurrent with FMLA/CFRA if applicable.

6.6.1 **Extended Sick Leave:** After all earned sick leave is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) academic months, as provided by law.

For such non-accumulated sick leave, an amount shall be deducted from the unit member's salary equal to that paid to a substitute. If no substitute was employed, the deduction shall be not more than 50% of the unit member's regular pay.

6.6.2 **Verification of Absence:** A signed statement from the unit member stating illness as a reason for absence shall normally be satisfactory proof of absence; however, for absences beyond three (3) consecutive workdays, a statement by a licensed practitioner may be required.

6.6.3 **Notification of Absence:** A unit member shall contact the office of the Dean whenever there is a need to be absent, at least sixty (60) minutes prior to missing any work assignment. Should circumstances prohibit this notification, the unit member shall notify the Dean in writing within two days of returning to work, providing the reasons why the advance notification was not given.

6.6.4 **Verification of Ability to Return to Work:** A unit member who has been absent due to illness, injury, or quarantine for more than three (3) consecutive workdays may be required to submit to the

Vice President of Human Resources or designee a signed statement from their licensed practitioner stating that they are able to resume their College responsibilities.

- 6.6.5 **Deficit:** If a unit member has used more sick leave than has been earned and accrued, and is not eligible for Extended Sick Leave leave above, that deficit, in a dollar amount calculated from the equivalent daily rate for that member, shall be deducted from the final salary warrant due for the current academic year.

6.7 Industrial Accident and Illness Leave

- 6.7.1 **Provision:** Pursuant to the provisions of [Education Code Section 87787](#), a unit member shall be provided a leave of absence for industrial accident or illness under the following conditions:

- 6.7.1.1 **Cause and Acceptance:** The accident or illness must have arisen out of, and in the course of, his/her employment, and must be accepted by the District's industrial insurance managing agent as an insurable bona fide injury or illness.
- 6.7.1.2 **Number of Days:** Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, up to sixty (60) days, during which the College is in session or when the member would otherwise have been performing work of the College in any one fiscal year.
- 6.7.1.3 **Non-Cumulative:** Allowable leave shall not be accumulated from year to year.
- 6.7.1.4 **Commencement of Leave:** The leave under this Agreement shall commence on the first day of absence.
- 6.7.1.5 **Compensation:** When a member is absent from their duties due to an industrial accident or illness, they shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to their temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to them of not more than their full salary.
- 6.7.1.6 **Reduction in Leave:** Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

- 6.7.1.7 **Fiscal Year Overlap:** When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 6.7.1.8 **Coordination of Benefits:** During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received due to his/her industrial accident or illness. The District, in turn, shall issue the member appropriate salary warrants for payment of the member's salary and shall deduct normal retirement and other authorized contributions.
- 6.7.1.9 **Location of Claimant:** Any member receiving benefits as a result of this Agreement shall, during the period of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.
- 6.7.1.10 **Termination of Leave:** Upon termination of the industrial accident or illness leave, the member shall be entitled to the benefits provided for sick leave in the Education Code, and this Article and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the member continues to receive temporary disability indemnity, they may elect to take as much of his/her accumulated sick leave which when added to his temporary disability indemnity will result in payment to them of not more than their full salary.
- 6.7.1.11 **Accident Report:** Any unit member who sustains an injury while working for the College is required to file an accident report within 24 hours, or as soon as possible, with the Vice President of Human Resources or designee and, if necessary, to fill out appropriate forms for Compensation.
- 6.7.1.12 **Return to Work:** The unit member's request for return to duty following industrial accident leave must be accompanied by a licensed practitioner's release certifying the unit member's capability of resuming all regular activity of the designated assignment.

6.8 Leaves Associated with Birth/Adoption of a Child:

6.8.1 **Caring for Newborn Child:** Within the first year of the birth or adoption of a child, unit members may use up to 30 days of accrued sick leave, less any days used for personal necessity. ([See Educ. Code section 88207.5.](#)) Unit members shall provide advance notice whenever possible prior to requesting this leave.

6.8.2 **Paid Parental Leave:** Faculty who have worked at Calbright College for at least 12 months shall be entitled to a maximum of twelve (12) Work weeks of parental leave and may use their accrued sick leave (less any such leave used for personal necessity) for purposes of parental leave without loss of salary. When an employee has exhausted all available sick leave and continues to be absent from their duties on account of parental leave, the employee shall be compensated no less than 50 percent of the employee's regular salary for the remaining portion of the 12-work week period on parental leave. This leave shall run concurrently with leave provided under the California Family Rights Act (Educ. Code § 88196.1). An employee shall not be provided more than one 12-work week period for parental leave during any 12-month period. Use of parental leave shall be subject to notice and verification.

6.8.2.1 **Definition:** Parental leave shall refer to leave for the purpose of a parent preparing for the arrival of or care for a new child. Parental leave shall not constitute a break in Service.

6.8.2.2 **Pregnancy/Childbirth Leave** Absences because of childbirth/pregnancy shall, upon request, qualify as a temporary disability, and the unit member shall be entitled to leave consistent with state and federal law. Such leave shall be subject to verification and approval by the unit member's physician. Leave requested under this provision shall be subject to the following Provisions:

6.8.2.2.1 **Request:** The request for maternity leave shall be presented to the appropriate Vice President of Human Resources or designee. The period of leave, including the date upon which the leave shall begin, shall be determined by the unit member and their licensed practitioner.

6.8.2.2.2 **Medical Statement:** A statement from the unit member's practitioner as to the beginning date of the leave and anticipated return to service shall be

filed with the college at least 30 days prior to the anticipated start date of the unpaid leave, if possible.

6.9 **Rights:** Because of a unit member's pregnancy, the Board shall not:

6.9.1 Refuse to select them for, or include them in, a training program leading to reassignment or Promotion.

6.9.2 Discharge them from employment.

6.9.3 Discriminate against them in matters of compensation or conditions of employment as defined in Section 3543.2 of the State Government Code.

6.10 **Child Rearing Leave:** At the request of a unit member, an unpaid leave of up to one (1) year for the rearing of a minor child may be granted by the appropriate Vice President or designee. This leave provision is separate and in addition to other leaves in this Article.

6.11 **Bereavement Leave:**

6.11.1 Provision: Unit members are eligible for paid Bereavement Leave. In the event of the death of an immediate family member, an eligible employee will receive three (3) paid days off for purposes of planning and attending the funeral. Immediate family is defined as a husband, wife, child, in-laws (son, daughter, father, mother, siblings, grandparents), grandparent, grandchild, stepparent, stepsibling, stepchild, and/or registered domestic partner. Human Resources may also approve Bereavement Leave in the event of the death of others outside of the immediate family. Human Resources may also approve additional unpaid time off for bereavement.

Unit members must notify their supervisor as soon as the leave dates are known and must log the time off on their timesheets.

6.12 **Judicial Leave:**

Subject to applicable law and contractual obligations, unit members who are summoned for and serve approved jury duty will be paid their normal salary or their normal rate of pay for up to eight hours per day during their jury service for a maximum of 10 business days.

Unit members must notify their supervisor as soon as possible after receiving a jury duty summons. Jury Duty Leave is granted by Calbright College with the expectation that employees will return to their jobs if excused from jury duty during regular working hours.

6.12.1 **Provision:** A unit member may be absent from duty, without loss of salary, to appear as a witness in a court (other than as a litigant,) to serve on a jury, or to respond to an official order from another governmental authority for reasons not brought about through the connivance or misconduct of the unit member.

6.12.2 **Verification:** A copy of any official order to appear must be submitted to verify the absence. In the case of jury duty, an official court form signed by the court clerk verifying the days and hours of duty rendered must be submitted.

6.13 **Fees Payable:** Where a fee is payable, other than mileage reimbursement, the amount of such fee shall be signed over to the District. The member shall receive his/her regular salary due for the period of absence.

6.14. **Legislative Leave/Elected Officer Leave:**

6.14.1 **Provision:** A unit member who is elected to the State Legislature or Congress or of any state organization shall be entitled, upon request, to an unpaid leave of absence for the length of the term or terms of office.

6.14.2 **Return to Duty:** The unit member shall notify the District of their intended return at least four (4) weeks prior to the intended return to work.

6.15 **Association Leaves**

The College shall grant the Association release time for its officers to attend conferences and seminars pertaining to labor relations activities. No College payment shall be made for travel, rooms, meals, or related expenses. Such release time shall be requested at least a month in advance of the seminar or conference. The Association shall reimburse the College for all such release time.

A reasonable number, not to exceed five (5) unit members, may be released from their regular duties with pay when participating in contract negotiations with College management.

A reasonable number, not to exceed two (2) unit members, shall be released from their regular duties with pay, in order to attend grievance meetings scheduled with Management. No more than one unit member may be released at a given time.

ARTICLE VII

EVALUATION

7.1 Evaluation Process

The evaluation process is designed to promote professionalism, enhance performance, and be closely linked with staff development efforts. The evaluation process should be effective in yielding a genuinely useful and substantive assessment of performance. Among other things, this requires an articulation of clear, relevant criteria on which evaluations will be based.

The principal purposes of the evaluation process are to recognize and acknowledge good performance, to enhance satisfactory performance, to help employees who are performing satisfactorily to further their own growth, to identify weak performance, to assist employees in achieving needed improvement, and to document unsatisfactory performance.

Participants in the evaluation process must be sensitive to the diversity of California and the community served by Calbright College.

A Faculty member's students, administrators, and peers (as specified in 4.4) should all contribute to their evaluation, but the Faculty should play a central role in the evaluation process and, together with the appropriate area Dean, assume principal responsibility for the effectiveness of the process.

Any reported technological inconsistencies that remain unresolved will not be used in the evaluation without the opportunity to discuss the situation with the evaluation committee.

7.2 Definitions as applicable in the Evaluation Article:

7.2.1 Faculty: A tenured Faculty member.

7.2.2 Tenure Track Faculty:

7.2.2.1 A probationary Faculty member who will serve a four (4) year probationary period, commencing with the Fall term of the first academic year in which the Tenure Track Faculty member serves at least seventy-five (75%) percent of the days considered a full-time

assignment. A first-year Tenure Track Faculty member serves under a one-year Tenure Track; a second-year Tenure Track Faculty member serves under a second one-year Tenure Track and; a third-year Tenure Track faculty member serves under a two-year Tenure Track completing the third and fourth years of the probationary period.

7.2.2.2 The Parties recognize that Calbright does not currently have any tenured Faculty members.

7.3 Evaluation Criteria: Regular and Tenure Track Faculty

The criteria outlined in the Evaluation Instrument, attached as Attachment C, are intended to delineate common areas of performance to be evaluated during both Regular and Tenure Track Faculty member evaluations. The criteria are not all-inclusive and are not intended to eliminate from consideration additional standards of performance common to the professions upon mutual agreement between the evaluatee and area Dean (consistent with 4.4 a). *Evaluation Instrument subject to the agreement no later than September 1.

These criteria will be most helpful if they are used as a basis for diagnosis and dialogue in addition to forming the basis for evaluation. Evaluation teams that believe other criteria are necessary for a particular area are encouraged to mutually establish these with the evaluatee at the beginning of the process.

7.4 Evaluation Process: Tenure Track Faculty (Years 1, 2, and 3/4)

Tenure Track Faculty shall be evaluated once during each year of probationary status. In the case of a Tenure Track Faculty member hired initially in the spring, the annual evaluation process will commence in the succeeding fall.

Tenure Track Faculty evaluation is an extension of the hiring process whereby such Faculty are integrated into the life of the college prior to becoming permanent Faculty members of the college community. The decision to grant tenure is as important as the initial employment decision.

7.5 Tenure Track Faculty Evaluation Committee

The Evaluation Committee for a Tenure Track Faculty Member shall consist of:

7.5.1 One (1) Tenured Calbright faculty member selected by the Dean or designee. If a Tenured Faculty member is not available, an untenured Faculty member may be selected to serve.

7.5.2 A Tenured Calbright Faculty area specialist, or if a Tenured Calbright Faculty

is not available, a Tenured Faculty member from an institute of higher education using Competency-based Education (CBE) may be utilized. A pool will be provided by the college. Faculty members with community college experience will be prioritized, but others may be utilized in order to broaden the pool. Faculty will select a member from the pool provided.

7.5.3 The evaluatee's Dean, or the Dean's designee.

The evaluation committee selected during the Tenure Track Faculty member's first Tenure Track evaluation shall, to the extent it is possible, serve as the Evaluation Committee for each evaluation during the Tenure Track Faculty member's probationary status. The dean, or the Dean's designee, shall serve as Chair of the Evaluation Committee. The Committee Chair shall be responsible for maintaining the evaluation file. At the conclusion of the evaluation process, the file shall be returned to the Office of Human Resources.

7.6 Components of the Evaluation

The evaluation of Tenure Track Faculty shall include: 1) professional growth/self-evaluation report and portfolio; 2) observations, mutually agreed to by the Faculty Member and his/her Evaluation Committee; 3) student evaluations and student success data, including but not limited to attrition, persistence and completion rates of students, and frequency and quality of student contacts 4) committee member review; and, 5) any other components mutually agreed to by the Faculty Member and his/her Evaluation Committee. Should a unit member be serving an assignment designation with little or no student contact, the unit member and area Dean will mutually agree on another component to replace student success data.

7.7 Evaluation Timelines

Each year, evaluation timelines and deadlines will be provided by Human Resources by July 30. Deadlines may be adjusted due to extenuating circumstances with mutual agreement and the approval of Human Resources. However, Tenure Track Faculty member evaluations must be completed by no later than January 15 of each Tenure Track year.

7.7.1 By August 1: Evaluation Committee Formation

The Dean of each department or area, in consultation with the Office of Human Resources, shall ensure that an evaluation committee is formed or reconfirmed for each Tenure Track Faculty member.

7.7.2 By September 1: Initial Evaluation Conference & Evaluation Instrument

The Evaluation Committee shall meet with the Tenure Track Faculty Member and work together to establish the timelines and procedure for the components of the evaluation that are individualized - including the observations, any additional standards, or other criteria agreed to with the Dean and/or Committee, all to occur by November 1. The evaluation criteria, general timeline, and the forms used will be reviewed. By the conclusion of this meeting, a schedule for observations and any additional components shall be agreed upon and set.

7.7.3 Completed no later than November 1: Observations & Student Success Data

The Evaluation Committee shall observe at least two but no more than five mutually agreed-upon instructional and/or support sessions. Calbright will provide the designated student success data to each Faculty member at least two weeks prior to this date.

7.7.4 Completed no later than November 1: Self Evaluation and Faculty Portfolio

Faculty shall submit their Self Evaluation and Portfolio no later than November 1.

7.7.5 By November 1: Student Evaluations.

Calbright will provide a student evaluation link for Tenure Track Faculty members to be evaluated by students who have met with the Tenure Track Faculty and who have not submitted drop forms or taken a leave of absence. The student evaluations will be provided to the Tenure Track Faculty Member no later than December 31 of each year.

7.7.6 By December 1: Evaluation Committee Meeting

The Evaluation Committee shall meet to review and discuss the completed evaluation rating forms and submitted evidence and, upon review of the entire evaluation file, shall prepare a final evaluation report utilizing the Tenure Track Faculty Evaluation Summary Form. In the event that the Evaluation Committee cannot reach a consensus as to the overall rating of the Tenure Track Faculty Member, at least two (2) members of the Evaluation Committee must agree on the rating. Any member of the Evaluation Committee may submit a written report dissenting from the Tenure

Track Faculty Evaluation Summary prepared by the majority of the Evaluation Committee.

7.7.7 As part of the Tenure Track Faculty Evaluation Summary, the Evaluation Committee shall:

7.7.7.1 For a Tenure Track faculty member working under their first one-year Tenure Track or second one-year Tenure Track, recommend to either: 1) not enter into a Tenure Track for the following academic year; 2) enter into a Tenure Track (one/two year) for the following academic year; or, 3) employ the Tenure Track Faculty Member as a permanent employee for all subsequent academic years.

7.7.7.2 For a Tenure Track faculty member completing the second year of his/her third Tenure Track Contract (final year of probationary status), recommend either: 1) not employ the Tenure Track Faculty Member as a permanent faculty member; or 2) employ the Tenure Track Faculty Member as a permanent (tenured) Faculty member for all subsequent academic years.

7.7.8 By December 22: Final Evaluation Conference. At the final evaluation conference, the Dean shall review the Committee evaluation and recommendations with the Tenure Track Faculty Member. A copy of the Tenure Track Faculty Evaluation Summary Form will be provided to the Tenure Track Faculty Member. The Tenure Track Faculty member will be provided the opportunity to respond to the final evaluation, which shall be included in the final evaluation file.

7.7.8.1 In the event that the Evaluation Committee recommends that the Tenure Track Faculty Member's Tenure Track not be renewed or that the Tenure Track Faculty Member not be employed as a permanent/tenured Faculty member, the recommendation will be forwarded to the CEO/President who shall forward the recommendation to the Board of Trustees for final action.

7.7.8.2 The Evaluation Committee's recommendation shall be forwarded by the CEO/President to the Board of Trustees with any dissenting report prepared by an evaluation committee member and with a copy of the Non-Tenured Faculty's evaluation packet. The Board of Trustees shall make the final decision with respect to the forwarded recommendation.

- 7.7.8.3 In the event of a recommendation not to enter into a contract for the following year or not to employ the Tenure Track Faculty Member as a permanent/tenured member of the faculty, the affected Tenure Track Faculty member may file a grievance in accordance with Education Code Section 87610.
- 7.7.8.4 If a Tenure-Track Faculty member receives a final evaluation with areas of concern but has a recommendation to employ the Tenure Track Faculty Member for the following academic year, the Evaluation Committee and the all necessary supports, including but not limited to specific recommendations for improvement; college assistance to implement such recommendations; provision of additional resources, without cost to the unit member.
- 7.7.8.4.1 The plan must have identifiable objectives and include the Timeline within which each objective is to be achieved, and interim progress meetings may be scheduled as needed.
- 7.7.8.4.2 At the conclusion of the timelines included in the plan for improvement, the Tenure Track Faculty Member shall submit to the Evaluation Committee a written report outlining the steps taken by the Tenure Track Faculty Member in compliance with the plan for improvement.
- 7.7.8.4.3 The improvement plan will be included as part of the Tenure Track Faculty Evaluation Summary Form and will be part of the evaluation components for the Tenure Track Faculty Member's next evaluation.
- 7.7.8.4.4 The Chair will ensure that the evaluation file is sent to the Office of Human Resources.

ARTICLE VIII

GRIEVANCE, DISPUTE RESOLUTION AND JUST CAUSE

8.1 Definitions

- 8.1.1 A Grievance is a formal allegation, oral or written, by a grievant that they have been adversely affected by a violation, misapplication, or misinterpretation of the specific provisions of this Agreement.
- 8.1.2 A Grievant is a bargaining unit member, bargaining unit members, or CFA.
- 8.1.1 Unless stated as “calendar days,” a Day is defined as one of the days (Monday through Friday) that the District has scheduled the unit member to provide services.
- 8.1.4 The Respondent is the lowest level of administration determined by the District as having the authority to adjust/resolve the complaint.
- 8.1.5 A Representative is a CFA representative or a bargaining unit member designated by the grievant to serve as their representative at Level I or Level II of the grievance. Absence from regular duties shall be granted without loss of salary to the Grievant, and designated representative, if any when such regular duties conflict with attendance at meetings, conferences, or hearings with District personnel.
- 8.1.6 The grievance forms, attached as Appendix/Appendices ___, are the forms upon which all formal grievances must be filed and upon which the decisions shall be rendered. It is the official record of the grievance.
- 8.1.7 Receipt of a Formal Grievance: A grievance shall be considered received when the grievance or response to the grievance is delivered via email to the Grievant or Respondent, with a copy to the CFA Grievance Chair, and the Vice President of HR, in accordance with the procedures set out in this Article.

8.2 Miscellaneous

8.2.1 CFA shall receive a copy of all documents, grievances, and appeals at the formal levels.

8.2.2 CFA shall have the right to consult with and/or represent the Grievant at any level of the grievance process.

8.2.3 Time limits may be modified by mutual agreement in writing between the parties.

8.2.4 Failure of the College or the Association to adhere to time limits set forth herein to take any required action within the prescribed time limits shall cause the grievance to advance to the next level.

8.2.5 No reprisals of any kind shall be taken by the President and CEO or by any member or representative of the administration or the College or Board of Trustees against any aggrieved party, any party in interest, any member of CFA, or any other participant in the grievance procedure by reason of such participation.

8.2.6 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

8.2.7 Informal Level of Grievance

8.3.7.1 Within thirty (30) calendar days after the bargaining unit member, members, or CFA had reasonable knowledge of the alleged violation, misapplication, or misinterpretation of the specific provisions of this Agreement, the Grievant shall schedule a meeting to attempt to resolve the grievance by an informal conference with the Respondent. At the time of the scheduling of the meeting, the Grievant shall notify the Respondent that the meeting will deal with a possible grievance, the nature of the grievance and that this is the informal level of the grievance policy. A mutually convenient meeting time shall be scheduled within five (5) days of receiving the request to meet. If the Grievant desires, they may have a representative present to assist them in the meeting. CFA shall be notified and have the right to consult with the Grievant and to be present at the meeting. Both

parties will make an earnest effort to settle complaints in this step.

8.4 Formal Level of Grievance

8.4.1 Level I: Within ten (10) days of the informal conference, should the grievance not be resolved, the Grievant must present their grievance in writing on the grievance form, attached in Appendix ___, to the Respondent. Once the grievance is received, signed copies shall be given to the Vice President of Human Resources or designee, the Grievant, the Respondent, and the CFA Representative.

8.4.1.1 The statement of the Level I grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article of the Agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought. The Respondent shall return the form with their decision with rationale for the decision to the Grievant in writing within ten (10) days after receipt of the written grievance, with signed copies to the Vice President of Human Resources or designee, the Grievant, the respondent, and the CFA Representative.

8.4.2 Level II: If the Grievant is not satisfied with the decision at Level I, they may, within ten (10) days of the receipt of the decision from Level I, appeal the decision to Level II on the grievance form, attached Appendix ___, to the appropriate Vice President. The statement of the Level II grievance shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. A copy of the appeal and supporting documents shall be sent to the Vice President of Human Resources or designee, the Grievant, the appropriate Vice President or designee, and the CFA Representative.

8.4.3 Within five (5) days of receiving the Level II appeal, the appropriate Vice President or designee shall arrange a mutually convenient time to meet with the Grievant to discuss the matter and attempt to resolve the grievance. If the Grievant desires, they may have a representative present to assist them in the meeting. CFA shall be

notified and have the right to consult with the Grievant and to be present at the meeting.

8.4.3.1 Within ten (10) days of the Level II meeting, the appropriate Vice President or designee shall communicate a written response to the Grievant and CFA Representative. Such a response will terminate Level II.

8.4.4 Level III (MEDIATION): If the Grievant is not satisfied with the decision at Level II, they may, within ten (10) days of the receipt of the decision from Level II, request that CFA submit the grievance to mediation. Should CFA decide to submit the grievance to mediation, within ten (10) days of receiving the request from the Grievant that the grievance be submitted to mediation, CFA shall file the appeal for mediation to the Vice President of Human Resources or designee. The appeal to mediation shall be filed on the grievance form, attached as Appendix ___, to mediation and must include a copy of the original grievance and appeals, the decisions rendered, and a clear, concise statement of the reasons for the appeal for mediation. A signed copy of the appeal shall be sent to the Vice President of Human Resources or designee, the President and CEO, and the Grievant.

8.4.4.1 Within ten (10) days after receipt of the written appeal for mediation, the parties shall request the immediate services of a mediator. The mediator selected shall be jointly agreed to by CFA and the District. The parties may utilize the California State Mediation and Conciliation Service for mediation or another mediator of their choosing. The fees and expenses of the mediator shall be borne by the District during the term of this agreement - *Effective July 1, 2025, the cost of mediation shall be shared by the college and the association*

A) The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.

B) If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement of the resolution to that effect and thus waive the right of either party to further appeal of the grievance.

8.4.4.2 The mediator shall not have the authority to impose a settlement upon the parties.

8.4.5 Level IV (BINDING ARBITRATION): If the Grievant is not satisfied with the outcome at Level III, the Grievant may, within ten (10) days of the outcome of the mediation, submit a request in writing to CFA for arbitration of the dispute (Appendix __ attached). Should CFA decide to submit the grievance to arbitration, within ten (10) days of receiving the request from the Grievant that the grievance be submitted to arbitration, CFA shall file the appeal for arbitration to the Vice President of Human Resources. Within five (5) days of receipt of the appeal, the District and CFA shall request that the California State Mediation and Conciliation Service or the American Arbitration Association supply a list of five (5) names of persons experienced in handling grievances in Community Colleges/schools. Each party shall alternately strike a name until only one name remains. The order of the striking shall be determined by lot. The remaining person on the list shall be the arbitrator.

8.4.5.1 The arbitrator shall, as soon as possible, hear evidence and cannot agree upon a submission agreement, the arbitrator shall determine the issue to be arbitrated by referring to the written grievance.

8.4.5.2 The District and CFA agree that the jurisdiction and authority of the arbitrator and the decision rendered by the arbitrator will be confined exclusively to the interpretation of the express provision or provisions of this Agreement that are at issue. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement.

8.4.5.3 A hearing shall take place at which both parties shall have an opportunity to present their case orally and separately to the arbitrator. Written arguments may also be submitted. The arbitrator shall submit in writing to both parties their findings and decision, which shall be binding on the parties.

8.4.5.4 The fees and expenses of the arbitrator shall be shared equally by the College and CFA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

8.4.6 Both CFA and the College share a mutual interest in the tenets of just cause in interactions with all unit members (APPENDIX B).

ARTICLE IX

CONTRACT DURATION

9.1 This Agreement shall be from **June 1, 2022**, to **June 30, 2025**. The Parties may, by mutual agreement, re-open up to two (2) articles per year per party during the term of this Agreement. Both parties further agree to continue bargaining language for the following areas: Overload, Benefits, Stipends, Reassigned time, Safety/Equipment, Intellectual Property, Effects of the Agreement Clause, Alternative Dispute Resolution, and Complaint Process.

FOR THE ASSOCIATION:

Velvet Miscione
Velvet Miscione (Aug 15, 2022 15:29 PDT)

Velvet Miscione, Lead Negotiator

Cindy Carney
Cindy Carney (Aug 16, 2022 17:06 PDT)

Cindy Carney, Bargaining Team Member

Denise Temal

Denise Temal, CFA President

Robin Devitt

Robin Devitt, CTA Representative

FOR THE COLLEGE:

Joseph A. Bremgartner

Joe Bremgartner, Lead Negotiator

Marisa Bold
Marisa Bold (Aug 2, 2022 14:18 PDT)

Marisa Bold, Bargaining Team Member

Ajita Talwalkar Menon

Ajita Menon, President/CEO

Namita S. Brown

Namita Brown, Legal Counsel

Tentative Agreement Reached 04/29/2022

Board Approved: 05-24-2022

APPENDICES

APPENDIX A

SALARY SCHEDULE

215 Day Cal.	Bachelors or AA plus 6 yrs <i>Minimum Qualifications Still Apply</i>	Master's	Doctorate or Masters plus 30 credits beyond those required for the initial Master's
1	\$78,547	\$82,547	\$86,547
2	\$82,475	\$86,475	\$90,475
3	\$86,599	\$90,599	\$94,599
4	\$90,929	\$94,929	\$98,929
5	\$95,475	\$99,475	\$103,475
6	\$100,249	\$104,249	\$108,249
7	\$105,261	\$109,261	\$113,261
8	\$110,524	\$114,524	\$118,524
9	\$116,050	\$120,050	\$124,050
10	\$121,853	\$125,853	\$129,853
11	\$127,946	\$131,946	\$135,946
12	\$134,343	\$138,343	\$142,343
13	\$141,060	\$145,060	\$149,060
14	\$148,113	\$152,113	\$156,113
15	\$155,519	\$159,519	\$163,519
16	\$163,295	\$167,295	\$171,295
17	\$171,459	\$175,459	\$179,459
18	\$180,032	\$184,032	\$188,032

APPENDIX B

Stipends

Additional Compensation/Stipends		
Special Projects	\$2,500	Per project as designated by the CEO or designee
Peer Evaluation	\$1,000	Per academic year
Academic Senate	\$10,000	Lump sum per academic year distribution by Academic Senate and notification to Human Resources
Work Performed beyond the professional obligation	\$75 per hour	Advanced mutual agreement between the unit member and the Dean is required

APPENDIX C

SEVEN TESTS OF JUST CAUSE

Standards of Just Cause

- 1. Was the employee adequately warned of the consequences of their conduct?**
- 2. Was the employer's rule or order reasonably related to efficient and safe operation?**
- 3. Did management investigate before administering the discipline?**
- 4. Was the investigation fair and objective?**
- 5. Did the investigation produce substantial evidence or proof of guilt?**
- 6. Were the rules, orders, and penalties applied evenhandedly and without discrimination?**
- 7. Was the penalty related to the seriousness of the offense and the past record?**

APPENDIX D

GRIEVANCE FORMS (To be added)

Final CFA agreement

Final Audit Report

2022-08-17

Created:	2022-08-02
By:	Joseph Bremgartner (joseph@calbright.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeOQ0PU_Qx39xwIz3QereRH3XInGATx4T

"Final CFA agreement" History

-  Document created by Joseph Bremgartner (joseph@calbright.org)
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-  Document emailed to Marisa Bold (marisa@calbright.org) for signature
2022-08-02 - 7:05:35 PM GMT
-  Email viewed by Marisa Bold (marisa@calbright.org)
2022-08-02 - 9:16:48 PM GMT
-  Document e-signed by Marisa Bold (marisa@calbright.org)
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2022-08-15 - 10:28:43 PM GMT
-  Email viewed by velvet.miscione@calbright.org
2022-08-15 - 10:28:50 PM GMT
-  Signer velvet.miscione@calbright.org entered name at signing as Velvet Miscione
2022-08-15 - 10:29:53 PM GMT
-  Document e-signed by Velvet Miscione (velvet.miscione@calbright.org)
Signature Date: 2022-08-15 - 10:29:55 PM GMT - Time Source: server
-  Document emailed to Namita Brown (nbrown@f3law.com) for signature
2022-08-15 - 10:29:58 PM GMT

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-  Document e-signed by Denise Temal (denise@calbright.org)
Signature Date: 2022-08-16 - 11:50:53 PM GMT - Time Source: server
-  Document emailed to cindy@calbright.org for signature
2022-08-16 - 11:50:55 PM GMT
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2022-08-17 - 0:05:49 AM GMT
-  Signer cindy@calbright.org entered name at signing as Cindy Carney
2022-08-17 - 0:06:49 AM GMT
-  Document e-signed by Cindy Carney (cindy@calbright.org)
Signature Date: 2022-08-17 - 0:06:50 AM GMT - Time Source: server
-  Document emailed to Robin Devitt (rdevitt@cta.org) for signature
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-  Document e-signed by Robin Devitt (rdevitt@cta.org)
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-  Document emailed to Joseph Bremgartner (joseph@calbright.org) for signature
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-  Document e-signed by Joseph Bremgartner (joseph@calbright.org)
Signature Date: 2022-08-17 - 1:09:20 AM GMT - Time Source: server

✔ Agreement completed.

2022-08-17 - 1:09:20 AM GMT