

CONTRACT

BETWEEN



CABRILLO COMMUNITY COLLEGE DISTRICT

AND



**CABRILLO COLLEGE
FEDERATION OF TEACHERS
AFT LOCAL 4400**

JULY 1, 2022 THROUGH JUNE 30, 2025

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Article 1

Preamble

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

- 1.6 Updates to Contracts and Supplements shall be completed within 90 days of final approval of a Contract or Supplement by the Governing Board. The Contract and Supplements will be available online through the Human Resources website at <https://www.cabrillo.edu/human-resources/> and the CCFT website at: <http://www.ccftcabrillo.org/> so that any individual, unit member, the Governing Board, college administrators or other individuals who want to obtain a hard-copy of the Contract may print their own copies as needed at their own expense.

Article 2

Recognition

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

Article 3

District Rights

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

Article 4

Academic Freedom

- 4.1 Cabrillo College District recognizes that academic freedom provides a foundation for intellectual stimulation and development, and academic success in the teaching environment. The District also recognizes that academic freedom is fundamental to the protection of teachers' and students' rights.
- 4.2 Academic Freedom and Protection
- 4.2.1 Academic freedom encompasses the freedom to study, teach and express ideas, including unpopular or controversial ones, without censorship, political restraint or retribution. Academic freedom allows for the free exchange of ideas in the conscientious pursuit of truth.
- 4.2.2 Protecting academic freedom is the responsibility of the college community. In a climate of openness and mutual respect, the college protects and encourages the exchange of ideas which are presented in the spirit of free and open dialogue.
- 4.3 Professional Autonomy
Faculty members have the principal right and responsibility to determine the methods of instruction, the planning and presentation of course materials, and the fair and equitable methods of assessment in their assignment in accordance with the approved curriculum, course outline, educational mission of the District, District policies, requirements of accreditation bodies, and state and federal laws and regulations.
- 4.4 Professional Commitments and Obligations
All faculty members should:
- 4.4.1 Conduct a classroom environment that is conducive to student learning, growth, and development in which students are free from discrimination, prejudice, and harassment and in which students are free to express relevant ideas and opinions.
- 4.4.2 Clearly differentiate to students the expression of a faculty member's personal opinions or convictions from the objective presentation of theory, fact, or ideas.
- 4.4.3 Adhere to District procedures for using approved materials and resources.
- 4.5 Employment by the District does not in any way restrict or limit the First Amendment right enjoyed by faculty as members of their communities. Faculty members are free to speak and write publicly on any issue, as long as they do not indicate they are speaking for the institution.
- 4.6 The District agrees it does not and shall not monitor individual usage of its computing and network resources, including email accounts, internet usage or data created by individuals, except as set forth in 4.6.1.

For purposes of this section, “monitor or monitoring” is defined to include only the District undertaking actions that would allow the District to actively currently or prospectively review or record computer or network use or activity of a single employee or group of employees. This provision does not limit the right and ability of the District to access existing or previously created computer or network use data or usage history. In the event a conflict exists between this section 4.6 and BP 3720 and/or AP 3720, the provisions of this section will prevail with respect to monitoring only.

- 4.6.1 Under special circumstances, the District may monitor the activity and accounts of users of District computing and network resources, including login session and the content of individual communications, with or without notice, when:
- 1) Required by law;
 - 2) Necessary to protect the integrity, security, or functionality of District computing and network resources;
 - 3) Necessary to protect the District from criminal or civil liability; and/or
 - 4) There is sufficient and reasonable cause to believe that:
 - a) the user has violated or is violating BP 3720 and/or AP 3720 or other District policies/procedures, including the District's policies and procedures against discrimination/harassment/retaliation or other violations of law, or
 - b) the use of such computing resources may reflect cause for discipline.

Except in the event of such special circumstances as documented by the President, Vice Presidents, Chief Human Resources Officer (CHRO), or Chief Information Systems Officer (CISO) (such imminent system crashes, excessive network bandwidth usage, internal or external denial-of-service attacks), any monitoring of individual accounts, usage, content or hardware shall not occur unless it has been approved in advanced by the President, Vice Presidents, CHRO or CISO with notification to the affected employee(s), unless the President, Vice President, CHRO, CISO concludes that good cause exists to refrain from immediately notifying the employee. Good cause may exist, e.g., in the event of an ongoing investigation into misconduct; when the District has a reasonable basis to believe that disclosure could result in destruction of evidence or retaliation against the other persons; or when employees are not readily available to receive notice.

4.6.2 Review Process:

Once a year, upon written request by CCFT no later than June 30th of each year, a meeting would be convened on or before September 30th of:

- 1) CCFT President (or officer)
- 2) CCEU President (or officer)
- 3) Chief Human Resources Officer
- 4) Chief Information Systems Officer

The purpose of the meeting is so that District will report *only* on:

- 1) The number of times during the previous year monitoring, as defined in 4.6.1, occurred
- 2) The basis under 4.6.1 of the special circumstance(s) for the monitoring.

4.7 Alleged violations of this Article 4 shall be subject to Article 12, Grievance Procedure, as provided in this section.

4.7.1 A grievance may be initiated according to sections 12.1 through 12.5.1.6 (through Level I - Formal Notification of Grievance).

4.7.2 Level IA - Academic Freedom Review Committee: If the grievant is not satisfied with the decision at Level I, the grievant may within ten (10) days of receipt of the decision at Level I appeal the decision on the appropriate form to the Academic Freedom Review Committee ("AFRC"), via timely delivery to the Vice President, Instruction, with a copy to the immediate supervisor(s) involved. The

statements shall include a copy of the original grievance and a concise statement of the reasons for the appeal.

- 4.7.3 The AFRC shall be comprised of the Academic Senate President/designee, CCFT Grievance Officer, a CCFT unit member selected by the grievant, Dean/designee, Vice President, Instruction/designee, and Dean of Student Services/designee.
- 4.7.4 Within ten (10) days of receipt of the appeal, the AFRC shall meet to consider the appeal. The AFRC shall make every effort to issue its report within this ten (10) day period. In any event, the AFRC's report shall be issued to the grievant and any immediate supervisor(s) involved within twenty (20) days of receipt of the appeal.
- 4.7.5 If the grievant is not satisfied with the resolution of the grievance as recommended in the AFRC report, the grievant may within ten (10) days of receipt of the report appeal on the appropriate form to the Superintendent/President, Level II (section 12.5.2) of the Grievance Procedure shall thereafter be followed, provided that a copy of the AFRC report shall be included in the appeal to the Superintendent/President (and to the Governing Board if the grievant appeals the Level II decision under section 12.5.3.7).

Article 5

Discrimination Prohibited By Law and Process for Other Complaints

5.1 Discrimination Prohibited By Law

5.1.1 Except as provided by the California Education and Government Codes, the District and CCFT agree not to discriminate against any unit member or District employee on the basis of race, color, creed, national origin or ancestry, religion, sex, gender, gender identity, gender expression, age, sexual orientation, partisan or electoral political activities/affiliations, marital status, mental or physical disability, medical condition, pregnancy or pregnancy disability, genetic information, military and veteran status, or exercise of Constitutional rights. The District and the CCFT further agree that it is the intent of the Cabrillo Community College District and the Cabrillo College Federation of Teachers to follow the procedures as presented in the Cabrillo College Board Policy and Administrative Procedures related to harassment and discrimination and to provide faculty due process of law against irresponsible or false accusations in accordance with District policy and state law. The unit member has the right to request representation prior to and during any meeting.

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

5.2 Process for Other Complaints Not Covered by Article 5.1

5.2.1 Concerns from students, community members, faculty or staff conveyed via letter, email or verbally may or may not result in a formal written allegation. After discussing the concern with the complainant, the appropriate administrator may or may not recommend that the complainant file a formal written complaint on a District complaint form available in Human Resources. If a written complaint is filed on a District complaint form, the complaint is recognized as a formal written allegation from a student, community member, faculty or staff. If not, the complaint may be resolved without further investigation or process.

5.2.2 In the event that a formal written allegation from a student, community member, faculty or staff regarding conduct of a unit member is received by the District, and the allegation does not involve prohibited discrimination or harassment as defined in section 5.1.1 above, the appropriate administrator shall provide the unit member with a copy of the formal complaint and any related materials received by the District. The unit member has the right to request union representation during any investigatory meeting. For purposes of section 5.2.1, an allegation does not include a grade challenge, or any allegation that may lead to immediate suspension or dismissal in accordance with the provisions of California Education Code, sections 87732 – 87740.

5.2.1.1 In cases dealing with student grievances, procedures defined in the Student Rights and Responsibilities handbook will be followed. CCFT shall be entitled to have at least one representative on any committee that develops or modifies such policies.

5.3 Placement of Allegations in Personnel Files

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

Article 6

Effect of Agreement

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

Article 7

CCFT Rights and Organizational Security

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

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

7.9.1.1 Upon hire, each new employee in the bargaining unit will be informed by the Human Resources Department of their choice to join CCFT at the appropriate rate from the CCFT dues schedule.

7.9.2 Dues Deductions

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

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

7.9.3 Remittance Notification by the District to CCFT

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

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

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

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

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

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

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

7.12 The District shall provide the CCFT written notice of any new employee orientations, in whatever form they may take, at least ten (10) business days prior to the event, recognizing that time frame may not be possible in all instances. Representatives of the CCFT shall be permitted to make a presentation of up to fifteen minutes at the beginning

of an individual orientation or as mutually agreed upon for a group orientation. The CCFT will be able to present written materials to any unit member participating in such an orientation. If the CCFT cannot arrange for a representative to be at an orientation, the District will allow up to fifteen minutes for a video introduction to the CCFT. The District shall provide a membership authorization form approved by the CCFT to each new employee. No representative of management shall be present for the CCFT presentation.

Article 8

Safety Conditions and Work Environment

- 8.1 The District shall make every reasonable effort to provide conditions for a safe and healthy work environment. Unit members shall cooperate with management in maintaining appropriate safety practices in all facilities.
- 8.2 Unit members will report in writing to their immediate supervisor, any conditions which come to their attention that may pose a threat to the safety of any person associated with the District. In the case of emergencies, such reports do not have to be in writing.
 - 8.2.1 The District shall investigate such reports and take appropriate actions to correct the condition found to be unsafe or unhealthy in a timely way. Standards established by State law shall prevail.
 - 8.2.2 The District is committed to regular communication regarding safety issues and shall notify the unit member making the report in a timely manner in writing of the investigation and actions taken in 8.2.1.
- 8.3 In scheduling classes for indoor and outdoor rooms or activity areas, consideration shall be given to safety conditions, capacity of available space, appropriate equipment and study stations.
- 8.4 In the event a unit member and supervisor disagree on the conditions specified in 8.2 above, the unit member may report, in writing, the grounds of the disagreement along with recommendations to the appropriate Vice President.
 - 8.4.1 Upon receiving this report, the appropriate Vice President or designee shall respond in writing to the report.
 - 8.4.2 The written explanation shall be returned to the unit member in a timely way.
- 8.5 Contract and regular unit members required to hold office hours shall be provided with appropriate office space. Such space may be shared pursuant to 8.6.
- 8.6 Associate unit members are required to hold pro rata office hours. The appropriate administrator will notify associate faculty of designated office space before the first week of classes each semester. Contract faculty are required to allow associate unit members joint use of any office space provided by 8.5 above. Refer to Article 16.15 for associate access to voicemail, email, and computers.
- 8.7 Mileage Reimbursement and Faculty Privileges: See Article 13.14.
- 8.8 The District shall maintain updated online resources for faculty regarding college policies and procedures for a safe work environment. Annual notification of the resources shall be sent to faculty electronically.

Article 9

Professional Growth and Development

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

9.1 Sabbatical Leaves

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

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

9.1.1 Criteria

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

9.1.2 Sabbatical Leave Categories

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

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

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

9.1.2.4 Travel

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

9.1.2.5 Curriculum Planning

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

9.1.2.6 Other

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

9.1.3 Eligibility

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

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

9.1.4 Length of Sabbatical Leave

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

9.1.5 Funding

9.1.5.1 Contributions

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

9.1.5.2 District Contribution

The District shall contribute \$105,253 to support the Sabbatical Leave Program for applications made in 2016-17. This amount shall be increased each year thereafter by the same increment as the contract faculty salary schedule was increased in the prior year. The cost of the leave, including the replacement, shall be determined at the time of the approval of the leave by the Governing Board. Should the calculations at that time determine that the full amount for the fiscal year not be expended, the residual amount, rounded to the nearest one hundred dollars, will be credited to the subsequent year's allocation.

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

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

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

After six years of service:

Full year: 60%

Half year: 80%

After seven years of service:

Full year: 65%

Half year: 85%

After eight years of service:

Full year: 70%

Half year: 90%

9.1.6 Service After Sabbatical Leave

- 9.1.6.1 The District requires service amounting to twice the term of the leave, immediately following the leave, except under certain conditions provided by the Education Code. Either a faithful performance bond or a Sabbatical Leave Agreement (Appendix B.1), approved by resolution of the Governing Board, must be executed as a condition of the leave.
- 9.1.6.2 At the expiration of the sabbatical leave, the bargaining unit member shall, unless otherwise agreed to, be placed in a position equivalent to

that held prior to the leave. However, under no circumstances shall the returnee be entitled to seniority status or rights greater than had the employee been in regular service.

9.1.7 District Requirements

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

9.1.8 Application Procedure Requirements

9.1.8.1 Mandatory Flex Week Workshop

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

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

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

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

9.1.9 Sabbatical Leave Review Board

9.1.9.1 Composition

The Sabbatical Leave Review Board shall consist of the Faculty Senate President, two (2) bargaining members named by the Faculty Senate,

three (3) bargaining unit members named by the CCFT, and six (6) administrators, of whom one is the Vice President, Instruction, and three (3) are Deans named by the Vice President, Instruction. No applicant shall be a member of the committee.

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

9.1.9.2 Board Procedures

9.1.9.2.1 The Board shall schedule its meetings so as to effectively coordinate with the deadlines for sabbatical applications (Section 9.1.8), sabbatical reports (Section 9.1.12) and applications for alternative credit (Appendix F.5).

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

The first meeting of each year shall include:

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

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

9.1.9.2.4 At its next meeting the Board shall:

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

9.1.9.2.5 Before the close of the fall semester, the chairperson of the Sabbatical Leave Review Board shall convene a meeting of the chairperson, the Faculty Senate President, a CCFT representative, and the Vice President of Instruction. They will certify the final leave list and notify all applicants. Should the financing formula requirements of the District outlined above require any leave postponements, those persons with

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

9.1.9.2.6 Administrative Review

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

9.1.9.2.7 Approval by Governing Board

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

9.1.9.2.8 Notification

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

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

9.1.10 Withdrawal, Postponement and "Passing" Leaves

9.1.10.1 In the event that a leave is postponed for administrative reasons such as those described in 9.1.9.2.5, or for any other reason beyond the practical control of the applicant, the leave entitlement will advance normally for the following year; unless the applicant is at the highest step, the applicant will remain at that step until the leave is granted, or until the applicant passes and returns to the regular cycle.

9.1.10.2 Unit members who have had their sabbatical leave plan approved and had their leave postponed for administrative reasons (9.1.9.2.5), shall

submit the proposal or an updated proposal for the following year.

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

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

9.1.10.4 Special circumstances, such as eclipses of the sun, centennials, and jubilees may entitle a bargaining unit member to retain highest stipend rank until a leave to be a participant at such an event is taken. However, such events will not entitle an applicant to higher standing on the stipend schedule if the applicant is not yet at the eighth step. Applications for such postponement of entitlement should be made during the year of eligibility, specifying the date of the intended leave in the project proposal. The Sabbatical Leave Review Board by full vote will determine eligibility for such postponements.

9.1.11 Revisions of Approved Sabbatical Leave

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

9.1.12 Reports

Upon completion of a sabbatical leave, the unit member shall submit a written report to the Vice-President of Instruction (VPI) prior to November 15 of the year of return from leave. The report shall be of a recognized professional standard appropriate to the discipline. The report shall consist of a description of the satisfactorily completed, agreed-upon sabbatical project including any approved changes, the original proposal, and the Agreement (Appendix B.1). The report shall be reviewed and signed by the unit member's appropriate administrator. The report is not equivalent to the project itself, but is a description of the project and how the project was accomplished in accordance with the approved sabbatical proposal. If the purpose of the leave was academic study, official transcripts or an equivalent official record shall be included. Any publications, manuscripts, works of art or music, computer software, photographs, instructional materials or other such items produced as part of the leave shall be made available to the Sabbatical Leave Review Board (SLRB). The SLRB shall review and evaluate professional development/sabbatical leave reports. After reviewing the report, the SLRB shall either recommend approval to the President or request further information or revision and resubmission of the report from the employee. If the revision does not satisfy the SLRB's objections, or if the SLRB determines that the unit member failed to satisfactorily complete the agreed-upon project, the SLRB (1) may deny or defer

eligibility for future leaves and (2) shall follow the procedures set forth in Section 9.1.14.1.

9.1.13 Effect Upon Salary, Benefits, Retirement and Evaluation

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

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

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

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

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

9.1.14 Failure to Fulfill Professional Development/Sabbatical Leave Obligation

9.1.14.1 Failure to Complete Project and Submit Satisfactory Report

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

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

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

9.1.14.2 Failure to Render Services Upon Return from Leave

9.1.14.2.1 In the event that the unit member fails to render service amounting to twice the term of the leave following their return from sabbatical leave, the unit member shall reimburse the District the same proportion of the total sabbatical compensation received as the proportion of the amount of time which was not served bears to the total amount of time agreed upon.

9.1.14.3 Failure to Render Service due to Physical or Mental Disability

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

9.2 Flexible Calendar Scheduling

9.2.1 The academic calendar shall consist of 175 days of instruction. Within requirements of State law (Title 5 Sections 55720-55765), a specific number of instruction days can be designated as possible flexible time for unit members. If the District decides to use the flexible calendar format, the number and scheduling of the flex days for each academic year shall be negotiated by the District and the CCFT.

9.2.2 Flex Committee

9.2.2.1 Procedures and timelines for the use of Flexible Calendar days shall be prepared by the Flex Committee.

9.2.2.2 The Flex Committee shall consist of:

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

9.2.3 Flex Professional Development Plan

9.2.3.1 Unit members shall fulfill their flex obligation by participating in staff, student, and instructional improvement activities.

9.2.3.2 Each faculty member shall register for flex events or external credit, and once completed, the credit will be applied to their professional development transcript. Division Offices audit transcripts.

9.2.3.3 Flex activities may be done within a fiscal year. Associate faculty must complete flex hours before the end of each term they teach. Contract faculty may complete flex hours before the end of the academic year, but must complete mandatory days.

9.2.3.4 Full-time faculty have a minimum time commitment of 36 flexible hours per year which includes two fall semester mandatory days (All College Day and Division/Department Day) and one spring semester mandatory day (Division/Department Day). A prorated number of Flex days shall be computed for associate unit members and instructors on reduced contract, partial contract, and sabbatical leave assignment. Associate unit members are required to participate in at least one hour of flex activity per teaching unit each semester.

9.2.3.5 Flex days are regular duty days for unit members with all of the rights and responsibilities thereof. If a faculty member does not complete their flex obligation, they shall be charged under the appropriate leave account in proportion to the missed flex time.

9.3 Professional Growth and Development

9.3.1 All regular and contract unit members shall be entitled to \$150 per fiscal year to attend professional meetings, conferences, or other activities approved by the

- appropriate administrator which directly relate to the unit member's assignment. Absence reports are not required when attending events approved under 9.3.1.
- 9.3.2 With prior approval of the appropriate administrator, unit members may assign their conference funds to another unit member and the District may add to the fund.
- 9.3.3 At the end of each fiscal year, unused Professional Growth and Development funds shall be carried over for each unit member in the Division budget for allocation to Professional Growth and Development Funds activities defined in Section 9.3.1 for the next fiscal year.
- 9.3.4 Associate Professional Development
At the end of each academic year, the remaining professional development funds from any retiring or resigning contract/regular unit member shall be designated in each division for associate professional development. At the beginning of each academic year, the appropriate administrator will notify all associates about the available funds and how to apply for them. In addition, a contract/regular faculty may designate any or all of their unused conference funds to the associate professional fund at any time by notifying the administrator in writing of the transfer request.
- 9.4 Unit Banking: The provisions of this Article are effective beginning the 2005-06 academic year.
- 9.4.1 Unit Banking Concept: The intent of unit banking is to allow a 100% full-time, tenured faculty member to accumulate earned leave. While the activities engaged in during the earned leave are entirely at the discretion of the employee, the leave is considered an opportunity for personal experimentation, renewal, and professional development that benefits the individual and ultimately their students.
- 9.4.2 Unit Banking Plan: Any 100% full-time, tenured member of the faculty who accepts an overload assignment (during Fall, Spring, Winter or Summer Sessions) may, subject to the conditions that are set forth in this article, opt to "bank" the overload teaching units to use toward future earned leave. The maximum of 6 units per year may be banked.
- 9.4.2.1 The faculty member will work together with the appropriate administrator to determine the feasibility of banking units for the department involved and to develop a plan indicating when units will be banked, when they will be applied toward a leave, and what preparations are necessary to ensure proper functioning of the educational program in the faculty member's absence. If the faculty member serves under more than one administrator, each of the administrators will participate in the planning process. The plan will be submitted to the appropriate Vice President for tentative approval to ensure coordination with other leaves, adherence to the intent of this article, and resolution of any disputes. This plan may be revised upon mutual agreement of the faculty member and the Dean(s).
- 9.4.2.2 The request to bank units for a specific term must be submitted in writing by the unit member to the appropriate administrator.
- 9.4.3 Qualifying Activities: Most activities engaged in by 100% full-time, tenured faculty which result in extra pay at a unit rate, such as overload teaching, counseling, and program coordination, are eligible for unit banking. Activities not eligible for unit banking include those funded by external grants, curriculum development, special studies, and special projects.
- 9.4.4 Unit Banking Procedures:
- 9.4.4.1 No banked time will be earned for incomplete or canceled assignments.

- 9.4.4.2 Any under-loading of a faculty member's assignment in the previous academic year must be cleared before banking can occur.
- 9.4.4.3 The total number of banked units for a faculty member shall not exceed the amount needed to take one full semester of leave (15 units).
- 9.4.4.4 A faculty member may take one full semester leave with accumulated banked units once every five (5) academic years.
- 9.4.4.5 A faculty member may take a partial leave of 7.5 units or less with accumulated banked units if agreed by the faculty member and the appropriate administrator without interrupting an existing banked leave plan.
- 9.4.4.6 Unit banking and Sabbatical leave may be combined but shall not exceed one year in length.
- 9.4.5 Status of Banked Units: The District shall establish an in-house account reserved for unit banking. All monies, which would otherwise be required to pay the faculty member for the overload assignment being banked, will be deposited in the account. Such funds will be held to hire necessary associate faculty during the time when the banked units are applied to an earned leave or when disbursement is required to the faculty or faculty member's estate.
 - 9.4.5.1 If the District elects to not replace part or all of a faculty member's load while the faculty member is on leave, the District may withdraw the unneeded portion of funds from the account.
- 9.4.6 Approval Process To Use Banked Units: Requests to take leave with accumulated banked units must be submitted to the appropriate administrator by the end of the first week of classes in the semester prior to the leave. These requests will be granted by the appropriate administrator and appropriate Vice President only if the faculty member's program can operate satisfactorily in the faculty member's absence.
 - 9.4.6.1 While on leave, the faculty member shall be paid according to the full-time salary schedule in effect at the time the leave is taken, or a percentage thereof if a partial leave is taken.
 - 9.4.6.2 Employee and dependent benefits will continue in effect for the faculty member using earned leave and such leave will not be considered a break in service.
 - 9.4.6.3 Once enrolled in the program, a faculty member may not withdraw the banked units and receive a cash payout, except in highly unusual emergency situations outlined in the pertinent Internal Revenue Service (IRS) regulations for early payout of deferred compensation. Banked units must be used within seven (7) years of the first semester of accumulation. Exceptions may be granted by the appropriate administrator(s) for unusual circumstances, such as unexpected exigencies experienced by the faculty member that prevent the taking of a leave as planned. In such a case, a new banking plan will be prepared that ensures taking the leave in a timely manner. If all or a portion of banked leave is not used, the faculty member will receive monetary compensation at the rate of pay which was in effect for overload assignments at the time credit was earned and banked.
 - 9.4.6.4 In the event of a faculty member's death, the value of accumulated units will be paid at the same rate as unused units to the estate of the deceased in the same manner as other compensation due to the employee.
 - 9.4.6.5 Class cancellation: In the event of class cancellation, a faculty member with banked units may elect to use banked units to complete their contract.

Article 10

Leaves

10.1 General Provisions

- 10.1.1 All paid leaves granted pursuant to the provisions of this Article shall be credited as service for step advancement on the salary schedule, and to the extent permitted by law, shall be credited toward retirement in the same proportion as salary received.
- 10.1.2 The Board of Trustees may extend any leave granted pursuant to this Article.
- 10.1.3 Upon return from a leave granted pursuant to this Article, a bargaining unit member shall be assigned to an equivalent position for which the unit member is qualified. The District shall attempt to return the unit member to the same assignment held at the beginning of the leave if that assignment is available. Each unit member returning from leave may make other arrangements with the District either prior to the leave or prior to returning from the leave.
- 10.1.4 Leaves provided in this section apply to all contract and regular unit members in proportion to the number of teaching units for which they are employed (with the exception of 10.8, which only applies to associate faculty). Associate members are entitled to the leaves provided in Sections 10.3, 10.4, 10.5, 10.6, 10.7, 10.10, 10.11, and 10.16 in proportion to the number of teaching units for which they are employed, and to the leave in Section 10.2.2, at the rate defined in that section.
- 10.1.5 To the extent permitted by law, unit members on unpaid leaves may continue to participate in District-mandated health and welfare benefits (excluding State Teachers' Retirement System and income protection plans) by arranging with the District to pre-pay appropriate premiums for such health and welfare benefits to the District.

10.2 Personal Illness and Injury Leave

10.2.1 Regular and Contract Employees

Full-time regular and contract unit members shall be entitled to ten (10) days leave with full pay for each academic year of service for purposes of personal illness or injury and/or in the event a member of their immediate family (as defined in Section 10.4.2 herein), suffers from a catastrophic illness or injury. This includes medical attention for injuries caused by domestic violence, sexual assault, or stalking. Regular and contract unit members who work less than full time shall be entitled to that ratio of the ten (10) days leave as their instructional assignment bears to a full-time assignment.

10.2.1.1 Children's Center Teachers

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

10.2.2 Associate Employees

Associate unit members shall be entitled to leave with full pay for purposes of personal injury or illness at the rate of one third (1/3) of a day per unit taught by the unit member per semester. Leave for associate unit members is deducted on a prorata basis, just as it is earned, for time missed due to personal illness or injury and/or in the event a member of their immediate family (as defined in Section 10.4.2 herein), suffers from a catastrophic illness or injury.

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

1. The associate unit member must in fact be sick or ill and the District may confirm this fact by having the unit member examined by a physician of its choice and the leave will be granted only if the District's physician verified the illness.
2. The associate unit member's entitlement to such leave is limited to one term.
3. The unit member must have reemployment preference in the discipline for which leave is sought.
4. The associate faculty member shall be a faculty member in good standing at the college with satisfactory evaluations.
5. The associate faculty member shall submit their request for leave in writing on a form satisfactory to the District as soon as they are aware of the fact that they will require time off.
6. The leave will be considered a work assignment. The amount of leave granted per day will correspond to the assignment that would otherwise have been initiated and completed unless the unit member and the appropriate administrator agree in writing to a smaller load.
7. Donations for catastrophic leave, Article 10.16, are not permitted in this provision, Article 10.2.2.1.

10.2.3 Extended Illness and Injury Leave

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

10.2.4 Accumulation of Leave

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

- 10.2.5 Verification of Illness or Injury
Upon request by District management, after six consecutive days of absence or upon evidence giving rise to a reasonable belief of abuse of sick leave, a unit member shall be required to present a certificate signed by an appropriate certified medical authority verifying the illness or injury of the unit member and/or their immediate family member.
- 10.2.6 Notification of Absence
To permit the District time to secure substitute service, a unit member shall inform the District of an absence as soon as practicable prior to the start of the unit member's assignment. The absent unit member shall notify the appropriate administrator by contacting the Division office; a message shall be left when no one is available. A unit member notifying the District of an absence after 5 p.m. for a class that evening should also call the Evening Administrator. The unit member shall furnish directions for a substitute.
- 10.2.7 Deduction from Leave
A unit member who misses any scheduled duties due to personal and/or immediate family member illness or injury shall have leave deducted from their accumulated leave in increments according to Appendix A, where eight (8) hours deducted leave is equivalent to one day.
- 10.2.8 Notification of Return
A unit member shall make a reasonable attempt to notify the manager or designee of the unit member's intent to return or not to return the following day, prior to the end of the college business day.
- 10.2.9 Completion of Absence Forms
Each unit member shall complete the District absence form (Appendix C.1) and submit it to the appropriate administrator or designee upon return from an absence for illness or personal injury under Section 10.2. Whenever possible, unit members taking personal necessity leave under Section 10.3, or bereavement leave under Section 10.4, shall complete the absence form prior to the absence.
- 10.2.10 The District shall provide each member of the bargaining unit an Annual Statement of Accrued Sick Leave as of the end of an academic year on or before the first day of the next academic year.
- 10.3 Personal Necessity Leave
- 10.3.1 Leave which is credited under Sections 10.2.1 and 10.2.2 of this Article may be used at the unit member's election, for the purposes of personal necessity, provided that use of such personal necessity leave does not exceed six (6) days in any academic year.
- 10.3.2 For purposes of this provision, personal necessity shall be limited to:
- (a) Death or serious illness of a member the unit member's immediate family, as defined in Section 10.4.2 herein;
 - (b) An accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family;
 - (c) Illness or accident to the unit member's immediate family, which includes diagnosis, care or treatment of an existing health condition or preventive care;
 - (d) Counseling, legal relief, safety planning, and other services related to domestic violence, stalking, or sexual assault (Labor Code sections 230 and 230.1);

- (e) Appointments for the purpose of conducting personal legal affairs or personal financial transactions that cannot be conducted outside of working hours;
 - (f) The birth or adoption of a child; or
 - (g) Other personal necessities which are approved by the Dean or appropriate administrator, provided that under no circumstances shall leave be available for purposes of extending a holiday or vacation period or a recreational or social activity.
- 10.3.3 Except in cases of emergency, before the utilization of personal necessity leave, a unit member shall obtain prior written approval from the appropriate supervisor, except in cases (a), (b) or (c) in Section 10.3.2. Should the circumstances outlined in (a), (b) or (c) arise, the unit member shall make every effort to comply with District procedures to enable the District to secure substitute service.
- 10.3.4 Deduction from Leave
A unit member who misses any scheduled duties due to personal necessity shall have leave deducted from their accumulated leave in increments according to Appendix C.1, where eight (8) hours deducted leave is equivalent to one day.
- 10.3.5 Completion of Absence Forms
Each unit member shall complete the District Absence Form (Appendix C.1) and submit it to the appropriate supervisor or designee upon return from an absence for personal necessity under Section 10.3.
- 10.4 Bereavement Leave
- 10.4.1 At the request of the employee, s/he will be granted up to five (5) days leave with full pay (according to Appendix C.1) with no deduction from sick leave in the event of the death of any member of the employee's immediate family. Additional sick leave may be granted at the discretion of the appropriate administrator.
- 10.4.2 For purposes of this provision, an immediate family member shall be limited to biological, adoptive, or foster parent, grandparent, child, son/daughter in-law, or grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse or domestic partner, brother or sister of the employee, any relative living in the immediate household of the employee, or any person having a similar close relationship with the employee which the appropriate administrator may accept as qualifying for bereavement leave.
- 10.4.3 Additional leave with full compensation may be granted by the District in case of demonstrated need.
- 10.5 Individual Responsibility Leave
- 10.5.1 The District shall grant up to two (2) days Individual Responsibility Leave, without loss of salary or deduction from sick leave for the observance of major religious holidays of the unit member's faith or family responsibilities that cannot be scheduled outside working hours (including the birth or adoption of a child).
- 10.5.2 Deduction from Leave
A unit member who misses any scheduled duties due to Individual Responsibility Leave shall have leave deducted according to Appendix A where eight (8) hours deducted leave is equivalent to one day.

- 10.5.3 Accumulation of Individual Responsibility Leave
Individual Responsibility Leave shall not accumulate from year to year.
- 10.5.4 Before the utilization of Individual Responsibility Leave, except in cases of emergency, a unit member shall obtain prior written approval from the appropriate supervisor. The unit member shall make every effort to comply with District procedures to enable the District to secure substitute service.
- 10.6 Leave for Pregnancy Disability
- 10.6.1 Unit members are entitled to use sick leave as set forth in Sections 10.2.1, 10.2.2, and 10.2.3 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.
- 10.6.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Sections 10.2.1, 10.2.2 and 10.2.3 has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician.
- 10.7 Leave for New Parents
- 10.7.1 Unit members may use up to twelve (12) workweeks of paid sick leave as set forth in 10.2.1 and 10.2.2, less any leave authorized pursuant to 10.3, per academic year, to care for a new child:
- a) a biological parent may use leave pursuant to this section within the first year of their infant's birth.
 - b) a non-biological parent may use leave pursuant to this section within the first year of legally adopting a child.
- 10.7.1.1 When a unit member has exhausted all available sick leave, the unit member shall be compensated at no less than 50 percent of the employee's regular salary for the remaining portion of the 12-workweek period of parental leave.
- 10.8 State Disability Leave: Disability Insurance and Paid Family Leave
- 10.8.1 Associate unit members are eligible to file a claim with the Employment Development Department (EDD) for State Disability Insurance (SDI) or Paid Family Leave (PFL). For information about filing a claim, visit EDD's website at www.edd.ca.gov.
- 10.8.2 It is the unit member's responsibility to file a claim with EDD in accordance with filing dates and processes. If a claim is approved, it is the unit member's responsibility to work with the District Payroll department to coordinate paid leave benefits.
- 10.8.3 A unit member may integrate paid SDI leave with other available paid leaves (refer to 10.2 – 10.10 as applicable) to receive up to 100% of compensation (simultaneously combine SDI payments with paid District leave).
- 10.8.3.1 When integrated paid leave is used, the unit member is responsible for ensuring the total amount received from EDD and the District does not exceed 100% of the

compensation the employee would have otherwise received.

10.8.3.2 If the combination of payment from EDD and the District exceeds 100% of the compensation, the Payroll department will automatically make the appropriate pay adjustment.

10.9 Leave Without Pay for Child Bearing Preparation and Child Rearing

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

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

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

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

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

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

10.10 Industrial Accident Leave

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

10.10.2 In any one fiscal year, allowable leave shall be for not less than sixty (60) days during which the College is required to be in session or when the employee would otherwise have been performing work for the District.

10.10.3 Pursuant to the statutory provisions of the state workers' compensation system, the District has the right to have the unit member examined by a physician designated by the District at the District's expense, to assist in determining the length of time the unit member will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury involved.

10.10.4 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due their for the same illness or injury.

- 10.10.5 Allowable leave shall not accumulate from year to year.
- 10.10.6 Industrial accident or illness leave shall commence on the first day of absence.
- 10.10.7 For any days of absence from duty as a result of the same industrial accident, the unit member will receive a check from the appropriate insurance fund which would make the total compensation from both insurance and District sources equal 100% of the amount the unit member would have received as salary had there been no industrial illness or accident.
- 10.11 Judicial Leave
- 10.11.1 A unit member shall be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall submit a written notification to the appropriate supervisor as soon as the unit member is aware of a request for appearance.
- 10.11.2 The unit member, while serving on jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service, exclusive of any mileage reimbursement.
- 10.11.3 Paid judicial leave shall not be provided for unit members who serve as paid expert witnesses.
- 10.12 Exchange Teaching Leave
- 10.12.1 An exchange leave is a leave granted to permit an employee to serve as an exchange professional in any foreign country or in any state, territory, or possession of the United States.
- 10.12.2 Exchange leaves of absence may be granted by the Board of Trustees to unit members who meet the following requirements:
- (a) The unit member must have regular status in the District on the effective date of the leave; and
- (b) An exchange agreement must be signed by the employees and the districts concerned.
- 10.12.3 The exchange is for one (1) year, unless extended for one (1) additional year by consent of the Governing Board and the unit member.
- 10.12.4 During the exchange leave, the unit member will be paid by the District at the unit member's regular rate of pay, and the other instructor will be paid by their educational institution.
- 10.12.5 At the completion of any exchange, the unit member shall return to duty in the District and shall serve full time for at least two (2) consecutive years before being eligible for another exchange assignment.
- 10.12.6 Credit for service on exchange leave counts toward advancement on the salary schedule as if such service were given in the District, provided that the unit member served the same number of days in the exchange position as would have been required to be served at the District.
- 10.12.7 Service on an exchange leave grants credit toward retirement. If retirement contributions are not deducted from compensation, the unit member must personally arrange for payment of required contributions.
- 10.12.8 If the unit member wishes to request an extension of the exchange leave, such request shall be made not later than two (2) months prior to the expiration of the leave.
- 10.13 Military Leave
- 10.13.1 Military leave shall be provided in accordance with statutory provisions.

10.14 Family and Medical Leave Policy

10.14.1 The District shall grant family care leaves in accordance with State and Federal laws and regulations (see Appendix L.3). Family care leave for the principal domestic partner is provided according to the conditions of coverage as established by the Self-Insured Schools of California (SISC).

10.15 Other Leaves Without Pay

10.15.1 Upon recommendation of the Superintendent/President and approval by the Board of Trustees, leave without compensation, salary increment, tenure and professional development (sabbatical) leave credit may be granted to contract and regular unit members for a period of up to one (1) year. Upon approval of the District, such leave may be extended one (1) year. Unpaid leaves may include but are not limited to the following: (a) government or legislative service; (b) recuperation and rest; (c) travel, study, professional or education pursuits; (d) work experience; and (e) any other reason deemed sufficiently important by the District.

10.15.2 The application for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Human Resources Office by the ninth (9th) week of the final semester of the leave as to an intent to return to the employment of the District.

10.15.3 Approved leaves of a semester or less shall not constitute a break in service for the purpose of salary schedule advancement.

10.15.4 Partial Unpaid Leave of Absence

10.15.4.1 Regular unit members may take a partial unpaid leave by accepting less than a full-time assignment. In such leaves regular unit members shall continue to fulfill the appropriate pro rata share of regular full-time duties. Written request for such leave shall be submitted to the Superintendent/President three (3) months in advance. With the mutual consent of the District and the bargaining unit member, this time line may be waived. Partial unpaid leaves may be extended with District approval.

10.15.4.2 Partial Unpaid Leaves of One Year or Less

A unit member on a partial unpaid leave of one (1) year or less may return to a full-time assignment at the beginning of a semester, provided that the District is notified prior to the preparation of the schedule for that semester, in no event less than three (3) months before the semester begins.

10.15.4.3 Partial Unpaid Leaves Exceeding One Year

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

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

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

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

10.16 Donations for Catastrophic Sick Leave

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

10.16.1 Eligibility for Using Donated Time

(a) The employee must have exhausted all accrued sick leave (Section 10.2.4).

(b) The employee must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill family member, or due to a personal serious health condition. Family and Medical Leave Policy definitions as contained in Appendix L.3 to the Agreement, shall apply to this section only. In addition, principal domestic partners shall qualify as family members for purposes of this section.

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

10.16.3 Procedure for Donation of Hours

(a) CCFT shall inform District employees on a case-by-case basis when the need for donated time arises.

(b) CCFT shall be responsible for collecting donated time for CCFT bargaining unit members. Members shall authorize donations in writing, signed and dated.

(c) CCFT shall compile the list of donated time in order of donations received and submit the list to the District along with supporting written authorizations. (Once the first round list is received by the District, no more donations will be added. In the event more donations are needed, the process shall repeat itself, subject to Section 10.16.2 above.)

(d) The District will deduct sick leave from donors, according to the list and credit it to the member on leave.

(e) The total hours donated by each member shall be used before moving to the next donor on the list.

(f) Donor members on the list whose hours were not used will have their original authorization forms returned to them as a confirmation that their donated hours were not used.

(g) At the completion of the Catastrophic Leave, the District will return to CCFT the original list indicating which donor members' hours were used.

Article 11

Workload

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

11.1 GENERAL PROVISIONS - CLASSROOM INSTRUCTORS

11.1.1 Class Size

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

11.1.2 Teaching Load - Contract or Regular

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

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

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

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

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

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

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

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

11.1.3 Office Hours

11.1.3.1 Definition

An office hour is defined as a fifty (50) minute period of time outside of a regularly scheduled teaching assignment when a unit member is required to be available for student consultation and present in their office or in an instructional area; i.e., classroom or laboratory related to their teaching assignment.

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

11.1.3.3 Number of Hours

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

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

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

11.1.3.4 Posting

All contract/regular and associate classroom instructors shall post their schedule of office hours electronically and on, or adjacent to, their office doors or in the division office. If unit members are not in their offices during office hours, they shall post where they will be in an instructional area. Once the teaching assignment has been determined for the next semester, each unit member's class and office hour schedule shall be

submitted to the appropriate administrator no later than the first day of each term.

11.1.3.5 Rescheduling

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

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

11.1.5 Scheduling of classes

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

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

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

11.2 Semester Load Factor

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

11.2.2 Semester Load Factor Table

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

11.2.2.2 Each hour of ECE practicum or workshop:
0.33 Teaching Unit

11.2.2.3 Each hour of physical education activity:
0.75 Teaching Unit

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

11.2.2.5 Each hour of scheduled science lab classes as listed:
0.80 Teaching Unit

Anthropology 1L

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

Biology, 4, 5, 6, 9A, 9B, 11A, 11B, 11C, 13AL, 41T, 42T

Chemistry 1A, 1B, 3L, 5, 10, 12AL, 12BL, 30A, 30B

Engineering 1A, 15, 45

Environmental Science 10L

Geography 1L

Geology 10, 20

Horticulture 1A, 1B

Meteorology 1L

- Oceanography 10
 Physics 2A, 2B, 4A, 4B, 4C, 10L, 11
 Psychology 2B, 4L
- 11.2.2.6 Each hour of dental hygiene clinic:
 0.80 Teaching Unit
- 11.2.2.7 Nursing Clinics N12, N22, N32, N42
 One hour of nursing clinic per day
 1.00 Teaching Unit.
 All additional hours per hour
 0.80 Teaching Unit
- 11.2.2.8 World Language
 Each hour of World Language online laboratory instruction:
 0.33 Teaching Unit
- 11.2.2.9 Composition Factor
 Each hour of English composition class for ENGL 1A, 1AH, 1AMC, 1AMCH, 1B, 1BH, 1 BMC, 1BMCH, 1C, 2, 2H, 2MC, 2MCH, 12A-F, 14 A-F, 100, 255, ESL 100, 254, 255 and Spanish 5A and 5B requiring 6,000 or more written, corrected, original words in the class during the semester:
 1.00 Teaching Unit.
 In addition, 1 Teaching Unit per class if the class is 3 units or more
- 11.2.2.9.1 The Curriculum Committee shall determine whether courses meet the criteria for the composition factor.
- 11.2.2.10 Each scheduled hour of rehearsal, lecture, or critique of performance in dance, theater arts, and music:
 1.00 Teaching Unit
 (No performance class may equal more than six (6) teaching units, regardless of the number of hours per week spent in rehearsal.)
- 11.2.2.10.1 Each scheduled arranged hour of music performance classes:
 0.25 Teaching Unit
- 11.2.2.11 Writing Factor
 Each hour of courses requiring a minimum of 4,000 words of critical analytic written work per semester (essay examinations and/or major papers), assigned, read and evaluated by the unit member. The written work must be the primary mode for evaluating students' performance. Such courses shall be so designated in the *Cabrillo Schedule of Classes* and *Cabrillo College Catalog*:
 1.25 Teaching Unit
 Writing Factor classes:
 Anthropology 2, 6, 7, 8
 ECE 31/131, 32
 History 2A, 2B, 4A, 4AH, 4B, 4BH, 14, 14H, 15, 16C, 17A, 17AH, 17B, 17 BH, 19B, 19C, 20A-Z, 21A, 21AH, 21B, 21BH, 24,29A, 29B, 39A-Z,
 Philosophy 39A-Z, 49
 Political Science 1, 5

- 11.2.2.11.1 The Curriculum Committee shall determine whether courses meet the criteria for the writing factor.
- 11.2.2.11.2 Courses listed in 11.2.2.9 are not eligible for the Writing Factor
- 11.2.2.12 **Portfolio Evaluation and Norming**
Unit members assigned to perform English 100 and 255 portfolio evaluation and norming shall be compensated for each hour of portfolio evaluation and norming at the rate of \$25.00 per hour. The unit member assigned to coordinate English 100 and 255 portfolio evaluation and norming shall be compensated \$250 per semester in addition to the \$25 per hour for portfolio evaluation and norming.
- 11.2.2.13 Each hour of art history lecture based on intensive use of slides:
1.25 Teaching Unit
"Slide-factor" classes are not eligible to receive the large class factor.
- 11.2.2.14 **Large Class Factor**
Each hour of a lecture class with sixty (60-89) students at census:
1.25 Teaching Unit
Each hour of lecture class with ninety (90-119) students at census:
1.50 Teaching Unit
Each hour of lecture class with 120-149 students at census:
1.75 Teaching Unit
Each hour of lecture class with 150 students at census:
2.0 Teaching Unit
"At census" refers to the actual census data provided to the state. A unit member may agree to waive the class size factors in this section of this article in return for the provision of mutually agreed student assistance adequate to cover the increased burden of such classes.
- 11.2.2.15 **Distance Education**
 - 11.2.2.15.1 Prior to their initial distance course assignment at Cabrillo, faculty are required to participate in an orientation organized by the distance Education Coordinator.
 - 11.2.2.15.2 A regular or contract faculty member may teach up to sixty percent of their load online. Under special circumstances, and for a limited time period, the load limit may exceed sixty percent with prior approval from the unit Dean and Vice President of Instruction.
 - 11.2.2.15.3 **Regular Effective Contact with Students**: The definition of regular effective contact includes regular and substantive student interaction with the instructor that is initiated by the instructor, and is included in the grade. Activities may include group or individual meetings, orientation and review sessions, supplemental seminar or study sessions, field trips, library workshops, telephone contact, online correspondence, voice mail, e-mail, or other activities. Regular effective contact is an academic and professional matter pursuant to Title 5, Section 53200.
 - 11.2.2.15.4 **Office Hours**: Unit members teaching distance education courses may elect to fulfill their office hour requirement

for the distance education course in an alternative distance mode away from the office.

11.2.2.15.5 Interactive Video Course: A course taught synchronously at different sites connected by electronic media through which students and instructor can communicate. The workload for interactive video courses will be the same as for courses taught in a regular classroom.

11.2.2.16 Cross-Disciplinary Team-Taught Courses: A course taught by more than one instructor that combines at least two disciplines in one setting, explores a subject from a variety of views, and involves the work of at least two classroom instructors.

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

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

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

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

11.2.2.17.1 As used in this Article, a “learning community” is a cohort of students who simultaneously enroll in two or more courses with overlapping/central themes involving integrated content, coordination of course content and materials in different disciplines with at least two (2) faculty members teaching. Approved learning communities are established by the administration and each approved department may have specific guidelines that faculty are expected to follow. For the purposes of this section only, “disciplines” refer to department designators in the *Cabrillo Catalog & Schedule of Classes*, such as ENGL for English or READ for Reading. Faculty assigned to these linked courses/learning communities work together outside of class time to coordinate course materials, syllabi, assignments and exams. Faculty are required to meet prior to the start of the semester to plan their linked courses and coordinate their course materials, and to meet throughout the semester to discuss course and student progress including but not limited to assessment of grades, course and student progress, individual behavioral challenges, and early intervention strategies.

11.2.2.17.2 Each unit member teaching a linked course in a designated learning community will receive the same faculty load credit as the faculty would receive if this course were not taught as a linked course.

- 11.2.2.18 Unit members approved to develop a cross-disciplinary course will be compensated one unit per approved instructor for one semester for the purpose of developing the approved course.
- 11.2.2.19 Credit by Exam: The faculty member of record for credit by exam will receive \$25 per student.

11.3 Special Load Factors

- 11.3.1 A regular load in physical education shall not consist of more than nine (9) classes.
- 11.3.2 The head coaches of football, men's basketball, and women's basketball, shall each receive nine (9) teaching units for such coaching.
- 11.3.3 Effective Fall 2019, head coaches will receive a stipend of \$1,351 per year. The stipend shall be increased each subsequent year by the percentage increased applied to the contract/regular salary schedule specified in Section 13.1.

11.4 Special Load Considerations

11.4.1 Art Studio

Art studio classes shall each have a maximum enrollment of twenty-eight (28) students per class at registration, unless there are facility restrictions or limitations and/or where the class size would violate regulations affecting the safety of the staff or students. A unit member may, at their own discretion, add up to two (2) additional students.

11.4.2 English

English classes shall have a maximum enrollment of thirty-four (34) students at registration. A unit member may, at their own discretion, add additional students up to 36 per class. The maximum enrollment in English classes in ENGL 1A, 1AH, 1AMC, 1AMCH, 1B, 1BH, 1BMC, 1BMCH, 1C, 2, 2H, 2MC, 2MCH, 100, 255, ESL 203ES, 203UH, 204MS, 204WC, shall be 29 students; a unit member may, at their own discretion, add additional students up to 31 per class.

11.4.3 World Language

World language classes shall have a maximum enrollment of thirty (30) students per class at registration. A unit member may, at their own discretion, add additional students.

11.4.4 Special Studies

Upon approval by the appropriate administrator, a unit member may teach special studies, whether for individual students or for small groups, for which they assume normal grading and record keeping responsibilities. Faculty shall complete a "Request for Special Studies" form during the first eight weeks of the fall and spring semesters or during the first week of summer session. The faculty member will designate whether the special studies units are part of a regular class or require extra pay. The instructor shall furnish a copy of the final grade sheet to the appropriate Dean by the published date that grades are due to Admissions and Records.

11.4.4.1 If special studies units are part of a regular class assignment, there is no additional compensation.

11.4.4.2 If special studies units are not part of a regular class assignment, compensation is based at the rate of one/fifteenth (1/15) of a teaching unit at the associate pay rate for each completed special studies student unit. Special studies teaching units may be cumulative summer, fall, and spring of one academic year.

- 11.4.5 Cooperative Work Experience
A unit member teaching cooperative work experience shall be paid at the unit pay rate based on eight students equaling one lecture hour equivalency.
- 11.4.6 Library Courses--Library 10 and Library 15C only
A unit member teaching a workbook-based library course shall be compensated at .8 teaching units for each section assigned.
- 11.4.6.1 For on-ground sections or online sections for which a majority of the content has been previously developed for shared use, of that .80TU, 75% will be allotted to desk time and 25% to grading time.
- 11.4.6.2 For all other online library sections (for which a majority of content has not been previously developed for shared use), of that .80 TU, 50% will be allotted to online work, 25% to desk time, and 25% to grading time.
- 11.4.7 Technology Curriculum Development
- 11.4.7.1 Purpose: This section establishes a committee to compensate curriculum development in those disciplines requiring extensive revision due to ongoing upgrades in technology and software. Compensation will be a stipend.
- 11.4.7.2 Process: Faculty submit a proposal to a committee defined by this section, following the criteria established by that committee. This committee will evaluate proposals and make compensation recommendations to the Vice President, Instruction.
- 11.4.7.3 The Committee: This committee is comprised of two (2) administrators appointed by the Vice President, Instruction and two (2) faculty appointed by the Technology Committee. CCFT will be notified of the committee membership.
- 11.4.7.4 Eligibility: Eligible faculty are those using technical applications as the basis for teaching courses in Computer and Information Systems, Computer Science, Digital Media, Engineering Technology, and Music Technology. Faculty from other disciplines in which software and technical applications are the basis for curriculum may also apply.
- 11.4.7.5 Resources: \$15,000 is available annually for this purpose.
- 11.4.8 Enhanced Non-Credit Instruction
For full-time contract/regular unit members providing enhanced non-credit instruction, at least 50% of their normal load must be in credit classes.

11.5 Academic Specialists

- 11.5.1 Academic Specialists include Counselors, Librarians, Health Services Nurses, Academic Specialist Directors as defined in 11.5.6, and Other Academic Specialists as defined in Article 11.5.5.
- 11.5.1.1 Hours/Teaching Units
Faculty employed as contract/regular Academic Specialists shall work thirty-six (36) hours per week, up to 5 hours of which may be scheduled for professional activities. Associate and overload assignments shall be based on teaching units. Each teaching unit (TU) is equal to two and two-fifths (2.4 hours) of work per week per semester. The conversion of teaching units to hours is specified in Appendix D.7. Associate and overload Academic Specialist units shall be paid according to the Associate Academic Specialist salary schedule.

11.5.1.2 Academic Specialists assigned to teach a standard scheduled class, as defined in Article 1, as part of the unit member's contract assignment shall receive one (1) hour of preparation time for each teaching unit of instruction.

11.5.1.3 Academic Specialists shall post their work schedule adjacent to or on their office door.

11.5.1.4 Extended-Year Contracts

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

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

Contract/regular faculty in Computer Technology Centers:

195 days

Solari, Watsonville

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

11.5.2 Counselors

11.5.2.1 Description

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

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

11.5.2.3 185-Day Extended-Year Contracts for Counselors in the Counseling Department

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

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

11.5.2.3.2 Once the program needs have been determined, each contract/regular unit member will be solicited by the Director or designee to submit their preferred assignment and any specific availability restrictions by the announced deadline. The Director or designee will assign coverage based on program needs and by seniority. Remaining counseling needs will be met by way of voluntary redistribution on the part of contract/regular counselors, overload and associate assignments.

- 11.5.2.3.3 The appropriate administrator shall make the final assignments after reviewing the proposed schedules. Seniority and program needs will be primary considerations.
- 11.5.2.3.4 In the event the appropriate administrator determines that the contract/regular unit member's proposed schedule must be modified to meet program needs, the appropriate administrator shall meet with the unit member and explain the needed modification. A new schedule for the unit member will be developed by the appropriate administrator. Any changes to an assignment will be made at least a month prior to the assignment start date.
- 11.5.2.4 Categorically funded counselors may receive 185-day extended year contracts based on department needs, financial resources and with the approval of the appropriate administrator. Scheduling will take place in accordance with 11.5.2.3.
- 11.5.2.5 Each counselor shall post their work schedule using the electronic scheduling system.
- 11.5.3 Librarians
Faculty employed as librarians shall work thirty- six (36) hours of library work per week.
- 11.5.4 Health Services Nurses
Faculty employed as nurses shall work thirty-six (36) hours per week.
- 11.5.5 Other Academic Specialists
Other Academic Specialists are faculty employed or reassigned by the District to provide instructional support one-on-one or in open learning labs such as Computing Center, Learning Skills, Reading Center, Stroke and Disability Learning Center, Writing Center, Music/Theater Arts Lab, Nursing Lab, MESA, Integrated Learning Center, Math Learning Center, Physics/Engineering Learning Center, CIS Data Center/Lab, STEM Center, Articulation, and ESL Lab.
- 11.5.6 Academic Specialist Directors
Academic Specialist Directors provide faculty leadership in accordance with the job description provided in Appendix D.1. All Academic Specialist Directors must meet the minimum qualifications for faculty in at least one discipline they direct.
 - 11.5.6.1 Selection: An Academic Specialist Director may be hired at the discretion of the District through the external faculty search and selection process. A contract/regular faculty member may be selected as an Academic Specialist Director through an internal process that includes the appropriate administrator and an election in which all faculty members of the department participate.
 - 11.5.6.2 Term: Subject to a satisfactory performance evaluation, Academic Specialist Directors may serve a term of three years and may serve multiple terms. The appropriate administrator may determine that an election is not needed in cases where the Academic Specialist Director has been hired through an external selection process.
 - 11.5.6.1.1 Except for faculty specifically hired to direct a department, faculty who do not accept an assignment or do not continue as an Academic Specialist Director shall not suffer loss of status as a faculty member solely based on

the decision not to accept or continue the Academic Specialist Director assignment.

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

11.5.6.4 Extended Year Contracts

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

Director of Basic Skills/Learning

Communities 195 days

Director of Counseling 195 days

Director of Accessibility Support Center 195 days

Director of Extended Opportunities Programs & Services 195 days

Director of Student Health Services 195 days

Director of Teaching Learning Center 195 days

11.5.6.5 Evaluation: Academic Specialist Directors shall be evaluated in accordance with Article 17.4.1.

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

11.6 Instructional Support Faculty (ISF) and Special Projects Faculty

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

11.6.2 Special projects are not to exceed two years.

11.6.3 Hours/Teaching Units

11.6.3.1 Faculty employed as contract/regular ISFs shall work thirty-six (36) hours per week. Associate and overload assignments shall be based on teaching units. Each teaching unit (TU) is equal to two and two-fifths (2.4) hours of work per week per semester. The conversion of teaching units to hours is specified in Appendix D.7.

11.6.3.2 Reassigned Time

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

11.6.3.2.2 The number of teaching units is specified in Appendix D.5.

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

- 11.6.3.2.2.2 Grants: Due to the necessity of immediate response time required when writing grants, reassigned time associated with grants is outside the purview of this contract.
- 11.6.3.2.3 Any change in the compensation or working conditions, as specified in Appendix D.5, will be negotiated by a committee of the VPI, one Dean, and two (2) CCFT representatives.
- 11.6.3.2.4 In the event that the District wishes to add or delete an ISF, or change the duties, compensation or working conditions of an ISF, as specified in Appendix D.5, the VPI shall present a description of duties to the committee as specified in Article 11.6.3.2.3.
- 11.6.3.2.5 Reassigned time for contract/regular faculty shall be converted to the appropriate fraction of a full-time equivalent. If possible, the reassigned time plus the regular assignment shall equal a full-time assignment. If this cannot be accommodated, the reassigned time shall be averaged over two (2) consecutive semesters so that the number of hours reassigned and the classroom or non-classroom hours are adjusted to the nearest hour, which completes a full-time assignment for a one-year period.
- 11.6.4 ISFs assigned to teach a standard scheduled class, as defined in Article 1, as part of the unit member's contract assignment shall receive one (1) hour of preparation time for each teaching unit of instruction.
- 11.6.5 ISFs shall post their work schedule adjacent to or on their office door.
- 11.7 Children's Center Teachers
 - 11.7.1 Faculty employed as Children's Center teachers, paid according to the Children's Center Teachers Salary Schedule, shall work forty (40) hours per week.
- 11.8 Interns/Mentors
 - 11.8.1 Faculty interns shall be employed as associate faculty, shall meet the minimum qualifications as specified in Administrative Procedure 7211 Faculty Service Areas, and shall serve under the supervision of a mentor and meet with the mentor as specified in Administrative Procedure 7211.
 - 11.8.2 Faculty mentors shall be contract/regular faculty.
 - 11.8.2.1 Faculty mentors shall be identified on a volunteer basis only, in consultation with the Dean.
 - 11.8.2.2 Faculty mentors shall provide substantial in-class supervision and evaluation of the intern's teaching capabilities. This monitoring shall include, but is not limited to, making at least three (3) classroom visits to the intern's class each session, and reviewing the intern's course syllabus, reading lists and examinations. The mentor shall schedule at least one meeting per month with the intern to discuss progress.
 - 11.8.2.3 Faculty mentors shall have no other assigned duties during the time that the intern is teaching or rendering other service directly to students.
 - 11.8.2.4 Faculty mentors shall be compensated at the rate of \$400 per semester.

11.9 Department Chairs

- 11.9.1 A Department Chair teaches in their assigned discipline, works with faculty to promote continuous improvement of the quality of instruction within the assigned department, and coordinates the responsibilities of the assigned department under the direction of the Dean or appropriate administrator. (Department Chair Job Description, Appendix D.1)
- 11.9.1.1 All Department Chairs must meet the minimum qualifications for faculty in at least one discipline they direct.
- 11.9.1.2 In programs that have external accreditation regulations, the Department Chair must meet the qualification as required by the accrediting agency.
- 11.9.1.3 Prior to the fifth week of each semester, the Vice Presidents, Instruction and Student Services will provide a written notice to the CCFT listing the employees and units assigned to each Department Chair position.
- 11.9.2 Program: A program is one or more disciplines as defined within the organizational structures of Instruction and Student Services. All faculty members who teach or work within a department as an academic specialist or instructional support faculty shall be considered members of that department.
- 11.9.3 Selection: A regular faculty member may be selected as Department Chair by (a) an election in which all faculty members of the department are eligible to participate and (b) the appropriate administrator if the department faculty are unable to select a Department Chair. A Department Chair may be hired at the discretion of the District through the faculty search and selection process.
- 11.9.3.1 Except for faculty specifically hired to direct a department, faculty who decide not to accept or continue an assignment as Department Chair shall not suffer loss of status as a faculty member solely based on the decision not to accept or continue the Department Chair assignment.
- 11.9.4 Term: Subject to a satisfactory performance evaluation, Department Chairs may serve a term of three years and may serve multiple terms.
- 11.9.5 Compensation: The annual compensation for Department Chairs, including compensation for performing Department Chair duties during summer and winter sessions, is based on teaching units (TUs). Compensation for the current academic year is defined in the Department Chair Matrix in Appendix D.3. Compensation for each academic year will be recalculated in the spring prior to that academic year based on the Department Chair Compensation Criteria. No later than the beginning of week four (4) of the spring semester, CCFT will be given a draft of the Department Chair calculation for the following year. CCFT will review the calculations for accuracy and may recommend revision based on inaccuracy of data by the beginning of week seven (7) of the spring semester.
- 11.9.5.1 A Department Chair with assigned duties during winter and/or summer sessions may, by mutual written agreement with the appropriate administrator, receive or delegate pursuant to Article 11.9.5.3 summer and/or winter associate teaching unit compensation, taken from the annual Department Chair unit compensation as defined in Appendix D.3.
- 11.9.5.2 Department Chairs are not required to hold office hours for the number of teaching units assigned as Department Chairs, however, they are expected to be available for consultation with faculty, staff, students, and administrators on a regular basis.
- 11.9.5.3 A Department Chair, with the mutual agreement of the appropriate administrator, may arrange to delegate some of the allocated annual

teaching units to another faculty member in the department under the following conditions:

- 11.9.5.3.1 The Department Chair remains accountable for the responsibilities as outlined in the job description and will be evaluated as such.
- 11.9.5.3.2 The specific duties delegated and timelines for completion must be agreed to in writing by the faculty receiving the delegated teaching units.
- 11.9.5.3.3 The Department Chair must retain the largest percentage of the responsibilities and compensation.

11.9.6 Stipends

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

11.9.7 Extended-Year Contracts

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

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

Radiology Technology 185 days

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

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

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

11.10 Associate Workload

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

11.10.1 Professional Ancillary Activities

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

11.10.1.1 Professional ancillary activities include governance, staff development (except flex hours required according to Article 9.2), grant writing, Department Chair duties, short-term restricted fund assignments, advising student organizations, and union activity.

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

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

11.10.2 Evaluator

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

Article 12

Grievance Procedure

- 12.1 The CCFT and the District recognize that the prompt resolution of differences is essential to sound employer-employee relations. To this end, the following definitions and procedures are adopted.
- 12.2 Definitions
- 12.2.1 A "grievance" is defined as a formal written allegation by a grievant that a specific provision of this Agreement has been misinterpreted, misapplied or violated.
- 12.2.2 A "grievant" is any bargaining unit member adversely affected by an alleged violation of the specific provisions of this Agreement, or the CCFT. Unless CCFT is grieving Article 7 of this Agreement, the CCFT shall name a bargaining unit member or members for each grievance file.
- 12.2.3 For the purpose of the grievance procedure only, a "day" is any day, Monday through Friday, in which the administrative offices of the Cabrillo Community College District are open for business.
- 12.2.4 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.
- 12.2.5 A "CCFT representative" is designated by the CCFT to represent a grievant.
- 12.2.6 "Shall" is mandatory, "may" is permissive.
- 12.2.7 To "file" means to deliver personally or by certified mail return receipt requested. A document is "filed" on the day it is received.
- 12.3 General Provisions
- 12.3.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.
- 12.3.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. However, this provision shall not prohibit the appropriate filing of documents relating to disciplinary matters, unless the removal of such documents is ordered as part of any grievance settlement or arbitration award.
- 12.3.3 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 12.3.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled by the decision at the previous level and that the grievant waives the right to further appeal.
- 12.3.5 Failure of the District to adhere to the time deadlines at any level shall mean that the grievance is automatically moved to the next level.
- 12.3.6 By mutual agreement in writing, the grievant and the District may extend the time deadlines at any level.
- 12.3.7 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants. In any event, meetings shall not be scheduled so as to interfere with the CCFT representative's academic schedule unless mutually agreed otherwise by the CCFT and the District. The CCFT representative shall be

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

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

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

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

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

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

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

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

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

12.4 Informal Dispute Resolution

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

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

12.5 Grievance Procedure

At each level in the grievance procedure, the grievant must file the grievance and all related documents with the person involved at the appropriate level and with the Vice President, Human Resources and Labor Relations. Grievances will be processed in accordance with the following procedures:

12.5.1 Level I - Formal Notification of Grievance (Appendix E.1)

12.5.1.1 Any unit member who believes they have a grievance shall either present a formal grievance to the immediate supervisor in writing on the appropriate form (E.1), or attempt to resolve the grievance informally with the supervisor within thirty (30) days (excluding non-contractual days between semesters) after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. If the unit member attempts to resolve the grievance informally, the unit member shall have an additional ten (10) days (excluding non-contractual days between semesters), for a total of forty (40) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance, to present a formal grievance to the immediate supervisor in writing on the appropriate form. The administrator shall hold discussions and attempt to resolve the matter. This provision shall not be read to prohibit or in any way limit open discussion between a unit member and immediate supervisor regarding potential violations of the Collective Agreement. Nor shall this provision limit the right of a unit member to have CCFT representation during these open discussions regarding potential violations.

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

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

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

12.5.1.4 The written information provided by the grievant shall include:

(a) a description of the specific grounds of the grievance, including but not limited to names, dates, and places necessary for a complete understanding of the grievance,
(b) a listing of the provisions of this agreement which are alleged to have been violated,
(c) a listing of specific actions requested of the District which will remedy the grievance. Four (4) copies of the grievance form shall be completed by the grievant. The grievant shall submit one (1) copy to the appropriate administrator, one (1) copy to the Vice President, Human Resources and Labor Relations, one copy to the CCFT and retain the fourth copy.

12.5.1.5 The appropriate administrator shall communicate the decision on the grievance to the grievant, the Vice President, Human Resources and Labor Relations, and the CCFT Grievance Officer, in writing within fifteen (15) days after receiving the grievance.

12.5.1.6 Within the above time limits either party may request a personal conference.

12.5.2 Level II - Appeal to Superintendent/President (Appendix E.2)

12.5.2.1 If the grievant is not satisfied with the decision at Level I, the grievant may within ten (10) days of the receipt of the decision at Level I appeal the decision on the appropriate form (E.2) to the Superintendent/President. This statement shall include a copy of the original grievance and appeal, and a concise statement of the reasons for the appeal.

12.5.2.2 Within ten (10) days after receipt of the appeal, the Superintendent/President or designee shall schedule a conference with the grievant and other persons whose assistance to the Superintendent/President or designee is deemed necessary to adjust the grievance.

12.5.2.3 Within fifteen (15) days after the conference is held, the Superintendent/President or designee shall communicate in writing to the grievant and the grievant's immediate supervisor, the Vice President, Human Resources and Labor Relations, and the CCFT Grievance Officer, the decision and the reasons therefore.

12.5.3 Level III - Binding Arbitration

12.5.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision submit a request in writing to the CCFT for arbitration of the dispute. Within fifteen (15) days of the receipt of the grievant's request for arbitration, the CCFT shall inform the District of its intent as to whether or not the grievance will be arbitrated. The CCFT and the District may attempt to agree upon an arbitrator. If no agreement can be reached, the CCFT and the District shall request that the State Conciliation Service supply a panel of five (5) names

of persons experienced in hearing grievances in public schools. Each party shall alternatively strike names until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

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

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

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

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

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

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

Article

13 Salary

13.1 Salary Schedules

The parties agree to reopen Article 13.1, Salary Schedules, to develop a total compensation plan for 2017-18 and 2018-19. The intent is that CCFT receive a fair share of increased revenues to be allocated toward the faculty total compensation package of salary and benefits, with the goal of returning to and improving the salary schedules as quickly as possible. The following will be considered in determining the availability of new revenue for total compensation and to inform a “fair share” approach: state revenues, the Cabrillo base budget, CCFS-311 reports; the faculty obligation number (FON); allocation of teaching units; the 50% law; workload; and total faculty expenses, including salary, health and welfare benefits and professional growth & development for the current year and in the future, with a goal of increasing the percentage of the college budget spent on faculty salaries as a percentage of the budget.

13.1.1 Contract/Regular Salary Schedule (Appendix F.1)

An ongoing salary increase for CCFT of 6.56% will be applied for 2022-23 to all schedules (See salary schedules in Appendices F.1-F.4 for specifics).

The 2021-22 Contract Regular Faculty Salary Schedule (175 Day) will be the basis for the 2022-23 Contract Regular Salary Schedule (175 Day) and the other schedules that depend upon it.

- 2022-23 Contract Regular Faculty Salary Schedule (175 Day): Each cell in the 2021-22 Contract Regular Faculty Salary Schedule (175 Day) will be rounded to the nearest whole dollar. The present increase will also be applied to doctoral stipend and coaching stipend. The resulting values will then be rounded to the nearest whole dollar.
- 2022-23 Contract Regular Faculty Salary Schedule (185 Day): Each corresponding cell (except the doctoral and coaching stipends) in the 2021-22 Contract Regular Faculty Salary Schedule (175 Day) will be multiplied by $185/175$ and the sum of 1+ the percent increase above. The resulting value will then be rounded to the nearest whole dollar. The doctoral stipend and coaching stipend will be the same as those in the 2022-23 Contract Regular Faculty Salary Schedule (175 Day).
- 2022-23 Associate Overload Faculty Salary Schedule: Each corresponding cell (including the doctoral stipend) in the 2021-22 Contract Regular Faculty Salary Schedule (175 Day) will be multiplied by 0.6800 (pro rata) and the sum of 1+ the percent increase above, and divided by 30 (per TU). The resulting value will then be rounded to the nearest whole dollar.
- 2022-23 Associate Overload Academic Specialist Salary Schedule: Each corresponding cell (including the doctoral stipend) in the 2021-22 Contract Regular Faculty Salary Schedule (175 Day) will be multiplied by 0.6800 (pro rata) and the sum of 1+ the percent increase above, and divided by 30 (per TU). The resulting value will then be rounded to the nearest whole dollar.

The 2021-22 Children’s Center Teacher Salary Schedule will be the basis for the

2022-23 Children's Center Teacher Salary Schedule.

- Children's Center Teacher Salary Schedule:

Each corresponding cell in the 2021-22 Children's Center Teacher Salary Schedule will be multiplied by the sum of 1+ the percent increase above. The resulting value will then be rounded to the nearest whole dollar.

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

13.1.2 Associate and Academic Specialist Salary Schedules Parity Goal

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

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

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

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

13.1.2.4 Associate Salary Schedule

- 13.1.2.4.1 The associate salary schedule shall have the same number of steps and columns as the full-time salary schedule.
- 13.1.2.4.2 Effective for the 2022-23 academic year, the associate pro rata shall be increased by 0.08% percent (from 67.20% to 68%). Starting in fall 2022, the salary paid per teaching unit on the associate salary schedule shall be calculated by taking the corresponding annual salary from the Contract/Regular salary schedule, dividing that number by thirty (30) and taking sixty eight percent (68%) of the result. This will be negotiated again for future years.

13.1.2.4.3 Associate unit members who qualify for Class 6 and hold a Doctorate or approved Master of Fine Arts Degree (Section 13.4.2) shall receive a prorated doctoral stipend per unit of compensation, calculated by taking the Contract/Regular Doctorate stipend, dividing that number by thirty (30) and taking 68% of the result.

13.1.2.5 Academic Specialist Associate Salary Schedule

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

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

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

13.1.3 Children’s Center Teacher Salary Schedule (Appendix F.4)

13.1.3.1 Salary Schedule Increases

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

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

13.1.3.3 Initial Salary Placement
Initial salary placement shall be according to Article 13.2.

13.1.3.4 Step Advancement
Step advancement shall be according to Article 13.3.

13.2 Initial Salary Placement

13.2.1 Effective beginning for the Fall 2018 semester, step placement shall be based on in-district teaching service rendered and credit for out-of-district teaching experience granted at the time of initial employment and applicable work experience directly related to the teaching assignment granted at the time of initial employment.

13.2.2 Occupational experience directly related to the unit member's teaching assignment in the District will be credited as follows: for each two (2) years of previous related occupational experience, one (1) step advancement will be granted to the maximum credit as defined within Section 13.2.3. The experience must be beyond the occupational experience needed to satisfy the minimum qualifications.

13.2.3 Unit members hired as a Contract/Regular employee shall receive one step

advancement for each year of teaching experience, provided each year of teaching was on a full-time basis for seventy-five percent (75%) or more of an academic year. The maximum credit a unit member may initially receive is eight (8) years, placed at Step 9. Effective 2007-08, if a contract employee has taught the previous year at Cabrillo College with a seventy-five percent or more temporary contract at the maximum initial step on the salary schedule, the unit member will receive one additional step advancement beyond the initial maximum salary placement. Associate unit members shall receive one step advancement on the associate salary schedule for each two (2) semesters of teaching experience to a maximum of eight (8) years to be placed at the ninth (9) step.

13.2.4 Credit for active, full-time military service will be granted on the basis of one step for twelve (12) to twenty-three (23) months duty time and two (2) steps for twenty-four (24) or more month's duty time, towards the maximum credit as defined within Section 13.2.3.

13.2.5 Unit members with no previous experience will be placed at Step 1.

13.2.6 All new contract, regular and associate unit members will be evaluated and notified in writing of their initial placement on the salary schedule, within thirty (30) days of the beginning of their assignment. Permanent placement will be contingent upon submission of required records and documents within ninety (90) days of employment. Changes made in salary placement as a result of documentation submitted after the permanent evaluation will be effective the beginning of the fall semester of the following year, or effective at the beginning of the following semester for associate faculty.

13.2.7 Graduate or upper division coursework earned subsequent to attainment of a Bachelor's or a Master's Degree in a regionally accredited college or university will be credited for salary schedule class/column purposes.

13.2.8 In the case of an associate instructor who was previously employed by the District and had a break in service of not more than four (4) years and where such break in service of not more than four (4) years and where such break was not due to a discipline-related termination, and if the associate instructor is re-hired they shall return to the same class/step on the salary schedule as they were previously situated (even if higher than step 9). If, however, in the intervening time the associate instructor has accumulated additional units or degrees that would allow for movement to a higher class placement, they may submit the requisite transcripts and documents in accordance with Sections 13.2.6 and 13.4 to determine current eligibility for higher class placement.

13.3 Step Advancement and Career Increments

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

13.3.1.1 Contract and regular unit members with assignments of less than 60% shall receive one step advancement every two years.

13.3.2 Associate unit members shall receive one step advancement within the

appropriate class in the associate salary schedule, for each two terms of service to the District (fall, winter, spring, summer). Only one step may be achieved per academic year.

13.4 Placement in salary schedule class (column)

13.4.1 Unit members shall be assigned a class (column) on the salary schedule(s) in accordance with the classification requirements defined herein below:

13.4.1.1 Class 1 – BA, or specific minimum qualifications in discipline where minimum qualifications do not include a Master’s degree.

13.4.1.2 Class 2 – MA/MS or Bachelor’s plus 30 units

13.4.1.3 Class 3 – MA/MS plus 15 units or a Bachelor’s plus 45 units

13.4.1.4 Class 4 – MA/MS plus 30 units or a Bachelor’s plus 60 units

13.4.1.5 Class 5 – MA/MS plus 45 units or a Bachelor’s plus 75 units

13.4.1.6 Class 6 – Doctorate Degree or MA/MS plus 60 units or a Bachelor’s plus 90 units

13.4.1.6.1 Initial salary placement is based on the completion of upper division or graduate course work earned subsequent to attainment of a Bachelor’s or Master’s degree in a regularly accredited college or university for salary schedule class purposes. Faculty who hold both degrees will be placed in the highest possible Class.

13.4.1.6.2 Faculty must submit original transcripts and documents in accordance with the District’s practice.

13.4.1.6.3 The equivalency process to determine minimum qualifications of a faculty member is separate and distinct from the salary placement process defined in 13.4.1.6.1.

13.4.2 The doctoral stipend shall be granted to contract and regular unit members who qualify for Class 6 and hold an earned doctorate degree.

13.4.2.1 The doctoral stipend shall be granted to contract and regular unit members who qualify for Class 6 and hold a Master of Fine Arts Degree in the Visual or Performing Arts from a professional school or university accredited by the National Association of Schools of Arts and Design, Music, Dance, or Theatre Arts. The MFA for Visual or Performing Arts has been determined to be equivalent to a doctorate degree. For a Master of Fine Arts in other disciplines to qualify for the doctoral stipend, the MFA degree must be determined to be equivalent to a doctorate by an appropriate accrediting organization, the Dean, and the Vice President of Instruction.

13.5 Professional Improvement and Work Experience Credits

13.5.1 Graduate or upper division course work earned subsequent to attainment of a Master's or Bachelor’s Degree in a regularly accredited college or university

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

13.5.1.1 Approval of Lower Division Course Work

Faculty seeking approval of lower division course work must apply in writing to the Sabbatical Leave Review Board.

13.5.1.1.1 Application: Lower Division Credit

applications must be submitted to the Instruction Office for consideration by the Sabbatical Leave Review Board within one year of the completion of the course(s). Applications will be considered once a semester. Credit will be granted only with approval of the application by the Sabbatical Leave Review Board. Completed documentation must be submitted to the Instruction Office. The Vice President, Instruction will certify completion and forward to the Human Resources Office (see Appendix F.6).

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

13.5.2 Unit Credit for Activities Other Than College Classes

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

13.5.2.2 Application: Alternative Credit applications must be submitted to the Instruction Office for consideration by the Sabbatical Leave Review Board within one year of the completion of the Alternative Credit Project. Applications will be considered once a semester. Credit will be granted only with approval of the application by the Sabbatical Leave Review Board. Completed documentation must be submitted to the Instruction Office. The Vice President of Instruction will certify completion and forward to the Human Resources Office. (see Appendix F.5).

13.5.2.3 Equivalency: Forty-eight hours of work in any of the following activities is equivalent to one unit of credit on the salary schedule. The hours of all completed activities may be accumulated towards the 48 hours necessary for 1 unit.

13.5.2.3.1 Occupational/Technical Development: A faculty member observes, studies, evaluates, or works on a special area in their field, or trains with a

mentor in their field including continuing education courses and related projects. The faculty member must demonstrate that such work is related to the person's assignment and is not available through college credit.

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

- 13.6 Only one advancement in salary class may be achieved per year, and the unit member requesting a change must submit all relevant degrees, transcripts and documents to the Human Resources Department no later than November 1 of the year in which the salary class change is requested. A unit member may advance as many classes in a year as the earned credit allows.
- 13.7 A unit member who conducts an authorized field/travel study shall be compensated at the associate salary schedule rate.
- 13.8 A unit member teaching a field course shall be compensated for field expenses at the rate of \$50.00 for each week spent in the field. Transportation shall be reimbursed at the prevailing District rate.
- 13.9 Substitute Teaching Compensation
Substitute teachers shall be compensated for each hour of such teaching at the rate of \$42.50 per hour. See Article 16.7 regarding associate faculty workload.
- 13.10 Credit by Exam
The faculty member of record for credit by exam will receive \$25 per student. (Article 11.2.2.17)
- 13.11 STRS, Employee Contribution
In September 1989, unit members contributing to STRS voted to approve the "Employer Pickup" option covered by the Internal Revenue Code Section 414(h)(2). This program provides that employee contributions to STRS are nontaxable. Contributions are considered part of the employee's compensation for everything except tax treatment. The effective date of this program was January 2, 1990.
- 13.12 Number of pay checks
The District shall provide Contract/Regular unit members with 10 paychecks per academic year.
- 13.13 Direct Deposit
All unit members shall have the option of direct deposit of their paychecks to the commercial bank of their choice. All unit members who elect direct deposit shall sign a repayment agreement in the event of an overpayment.
- 13.14 Faculty Privileges: Parking, Events, and Mileage
- 13.14.1 Unit members shall receive one staff parking permit per year or a bus pass without charge.
- 13.14.2 Unit members shall, upon request, be provided with a pass good for free admission to college-sponsored, regular season, athletic events.
- 13.14.3 Unit members who are assigned to off-campus work sites may at their discretion submit mileage reimbursements for travel between assigned work sites at the prevailing District rate.

Article 14

Health and Welfare Insurance Coverage

- 14.1 Insurance Coverage: Contract/Regular Unit Members
- 14.1.1 The District agrees to make available medical, dental, life insurance, and long-term disability insurance as defined in Article 14.3 and shall provide to contract/regular bargaining unit members on a yearly basis, information describing the current features of these insurance offerings. The District and CCFT acknowledge that increases to the District-paid insurance stipend as set forth in Section 14.2 are part of the total compensation paid to unit members.
- 14.1.2 All insurance programs are subject to carrier requirements for eligibility enrollment and processing of claims. The District is a member of the Self-Insured Schools of California (SISC) (JPA), which provides the medical insurance. A unit member may secure more insurance than their stipend covers by authorizing a salary deduction to cover the added premium cost.
- 14.2 District Paid Insurance Stipend:
- 14.2.1 The District and CCFT agree that unit members and the District share responsibility for increases in the health and welfare insurance premiums as set forth below.
- 14.2.2 Cost sharing model: The District stipend for contract/regular unit members includes medical, dental, life and disability insurance coverage.
- 14.2.2.1 The District base stipend will increase to cover 50% of the increase in costs for the HMO plan (25-500), dental, life, and disability insurance coverage (see Appendix G.1).
- 14.2.2.2 Regular or contract unit members working partial assignments shall receive a pro rata stipend based on the percentage of their assignment.
- 14.2.2.3 The benefits stipend for associate unit members will continue to increase by the same percentage as the employee-only benefits stipend for contract regular faculty (Section 14.4.6).
- 14.2.3 Medical Coverage for Employee Only: The District shall provide full-time regular and contract unit members with medical coverage for employee only, a benefits stipend for medical, dental, life insurance and disability insurance, up to \$13,135.12 per year, calculated based on their assignment status and paid on a monthly basis as follows:
- 14.2.3.1 Ten months assignment: \$1,313.51 monthly (\$13,135.12 annually).
- 14.2.3.2 Regular or contract unit members working partial assignments shall receive a pro rata stipend based on the percentage of their assignment.
- 14.2.3.3 The stipend provided in Section 14.2.2 shall be increased during the life of this contract if necessary to equal the rates for single employee enrolled in the HMO plan (25-500) and dental insurance (Section 14.3.2), and employee participation in life insurance (Section 14.3.3) and disability insurance (Section 14.3.4).
- 14.2.4 Medical Coverage for Employee Plus One Dependent: The District shall provide full-time regular and contract unit members with employee plus one dependent in

medical coverage, a benefits stipend for medical, dental, life insurance and disability insurance, up to \$25,226.76 per year, calculated based on their assignment status and paid on a monthly basis as follows:

14.2.4.1 Ten months assignment: \$2,522.67 monthly (\$25,226.76 annually).

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

14.2.4.3 The stipend provided in Section 14.2.2 shall be increased during the life of this contract if necessary to equal the rates for employee plus one dependent enrolled in the HMO plan (25-500) and dental insurance (Section 14.3.2), and employee participation in life insurance (Section 14.3.3) and disability insurance (Section 14.3.4).

14.2.5 Medical Coverage for Employee Plus Two Dependents:

The District shall provide full-time regular/ contract unit members with employee plus two dependents in medical coverage a benefits stipend for medical, dental, life insurance and disability insurance up to \$35,399.28 per year, calculated based on their assignment status and paid on a monthly basis as follows:

14.2.5.1 Ten months assignment: \$3,539.92 monthly \$35,399.28 annually).

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

14.2.5.3 The stipend provided in Section 14.2.2 shall be increased during the life of this contract if necessary to equal the rates for employee plus two dependent enrolled in the HMO plan (25-500) and dental insurance (Section 14.3.2), and employee participation in life insurance (Section 14.3.3) and disability insurance (Section 14.3.4).

14.2.6 Utilization of Insurance Stipend: Subject to all other eligibility requirements contained in this Article, the District-paid insurance stipend may be utilized by unit members as follows:

14.2.6.1 Full-time Regular and Contract Unit Members Hired On or Before August 12, 1996 date: These unit members shall utilize whatever portion of the stipend is necessary to purchase required coverage in insurance programs provided in section 14.3 and, at the option of the unit member, to purchase additional coverage in those insurance programs. The balance of the stipend, if any remains, may be received directly by the unit member as compensation.

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

14.3 Insurance Programs: Contract/Regular Unit Members

14.3.1 Medical Insurance

It is mandatory that each contract regular unit member eligible for medical benefits must enroll individually in one of the medical plans listed below. Participation is

voluntary for dependents, including a principle domestic partner. If medical insurance is declined initially for the unit member's dependents, dependents may be added during an open enrollment period or if they have a qualifying event. The following plans are available:

- (a) Plan 80-E: Blue Shield PPO with Navitus Health Solutions RX plan.
- (b) Plan 80-J: Blue Shield PPO with Navitus Health Solutions RX plan.
- (c) Plan HDHP-B: Blue Shield PPO (high deductible plan, HSA compatible)(d)
- Plan 10-0: Blue Shield HMO with Navitus Health Solutions RX plan.
- (e) Plan 25-500: Blue Shield HMO with Navitus Health Solutions RX plan. (the benefits stipend is tied to this plan.)
- (f) Plan 30-20%: Blue Shield HMO with Navitus Health Solutions RX plan.
- (g) Effective October 1, 2021, Kaiser Traditional HMO \$20 Office Visit plan, \$10-20 Kaiser RX plan

14.3.2 Dental Insurance

It is mandatory that each contract and regular unit member eligible for dental benefits must enroll individually in the Delta Dental Plan with \$2,000 maximum benefit. Participation is voluntary for dependents. Dependents may be added during an "open enrollment" period or if they have a qualifying event.

14.3.3 Life Insurance

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

14.3.4 Disability Insurance

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

14.3.5 IRS 125 for dependent care and health care

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

14.4 Insurance Coverage: Associate Unit Members

14.4.1 Initial Eligibility

Initial eligibility for a District-paid benefit stipend for medical and dental insurance is established at the end of two (2) consecutive academic years, including work done as a temporary contract or emergency hire, during which the member worked 15 or more teaching units in the academic year; summer sessions preceding the academic year, fall, winter and spring of the academic year. At the end of this two-year period, the unit member is eligible for benefits the following academic year. Once initial eligibility has been established, an associate unit member maintains eligibility for the district-paid benefits stipend if the unit member works 12 or more teaching units each year.

14.4.2 Class Cancellation

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

14.4.3 Non-assignment but Eligible for Benefits

Associate unit members who do not receive an assignment and who are otherwise eligible for medical benefits will retain their eligibility for benefits for the academic year and may enroll and/or maintain the benefits by paying the cost of the

premiums in excess of the stipend by payroll deduction or by check payable to the District.

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

After initial eligibility has been established, if benefits are lost due to a decreased workload, then eligibility will be reinstated for the following year if the workload for the current year is greater than or equal to 12 teaching units including the summer session preceding the academic year and winter session of the academic year. Initial eligibility must be reestablished if an associate member has not been employed by the District for two academic years.

14.4.5 Notification of Eligibility for District-paid Benefits Stipend

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

14.4.6 District's Associate Stipend:

The benefits stipend for associate unit members will increase by the same percentage as the employee-only benefits stipend for contract/regular faculty (Section 14.4.6 and 14.2.2.3). The District shall provide each eligible associate unit member enrolled in health plans with an insurance stipend of \$9,275.74 per year for medical and dental coverage, paid on a monthly basis for a ten-month assignment, or \$927.57 per month.

14.4.7 Additional Insurance Coverage

Contributions towards benefits premiums in excess of the District-paid stipend shall be made through automatic payroll deductions on a pre-tax basis under an IRS125 plan to the extent allowed by law (see section 14.3.5).

14.4.8 Insurance Coverage When Eligibility is Lost

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

14.4.9 Insurance Programs: Associate Faculty

14.4.9.1 Medical Insurance. The following plans are available to eligible associate employees:

- (1) Plan 80-E: Blue Shield PPO with Navitus Health Solutions RX plan
- (2) Plan 80-J: Blue Shield PPO with Navitus Health Solutions RX plan
- (3) Plan HDHP-B: Blue Shield PPO (high deductible, HSA compatible)
- (4) Plan 10-0: Blue Shield HMO with Navitus Health Solutions RX plan
- (5) Plan 25-500: Blue Shield HMO with Navitus Health Solutions RX plan (the benefits stipend is tied to this plan)
- (6) Plan 30-20%: Blue Shield HMO with Navitus Health Solution RX plan
- (7) Effective October 1, 2021, Kaiser Traditional HMO \$20 Office Visit plan, \$10-20 Kaiser RX plan

14.4.9.2 Dental Insurance. Eligible associate members may participate in the

Delta Dental plan. Enrollment and re-enrollment are subject to the conditions of the dental plan.

14.4.9.3 State Disability Insurance (SDI). Participation in the plan is mandatory. Employee payroll deductions will be made to cover the cost of participation. The withholding rate for 2016 is .9%.

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

14.6 Offer of Coverage to All Associate Faculty

14.6.1 Any associate unit member who has not attained eligibility for a District-paid stipend pursuant to Section 14.4, shall be offered health coverage at the employee's own cost, with an effective date of October 1st pursuant to the Affordable Care Act requirements, (or, if hired after the enrollment deadline, the first of the month following their date of hire).

14.6.1.1 The District shall offer the Anchor Bronze plan through SISC (effective October 1, 2015), which provides minimum essential health coverage and minimum value, as those terms are defined by the Patient Protection and Affordable Care Act's Employer Shared Responsibility Provisions, to all associate unit members and their dependent children up to age 26.

14.6.1.2 The District's offer of coverage shall not include a dental coverage option.

14.6.1.3 An associate unit member who enrolls thereby consents to the cost of the coverage being deducted from their salary.

14.6.2 Any associate unit member who opts out of the District's offer of coverage during the enrollment period agrees to execute an "opt out" form and provide it to the District's Human Resources Department in a timely fashion and before the date that coverage would have been effective had the employee enrolled. If an opt out form is not returned to HR, the employee will not be enrolled in the Anchor Bronze Plan.

Article 15

Layoffs

- 15.1 At least 120 days prior to the effective date of a proposed layoff of bargaining unit members, the District will give the Union notice and an opportunity to bargain any impacts of the proposed decision to layoff which changes the status quo and within the scope of representation and which have not previously been negotiated.
- 15.2 Faculty Service Areas ("FSAs")
- 15.2.1 Definition: FSAs are service or instructional subject areas or a group of related services or instructional subject areas performed by faculty and established by agreement of the District, the Faculty Senate, and the CCFT. Each FSA is listed in Appendix H.1, attached to this Agreement.
- 15.2.2 Function: The function of FSAs is to provide objective and legal criteria by which seniority and displacement ("bumping") rights of faculty are determined when a reduction in force (layoff) is implemented.
- 15.2.3 Initial Assignment: Faculty members shall qualify for and be assigned by the District to one or more FSAs at the time of initial employment based on minimum qualifications pursuant to Education Code 87356 and the unit member's initial assignment.
- 15.2.4 Order of Employment: In the event that newly hired contract faculty members share a common hire date, a drawing will be used to determine the order of employment as prescribed in the Education Code sections 87414-87415. The Human Resources Department will notify CCFT when such a drawing may be necessary and will communicate the logistics of the drawing to both the affected contract faculty member and CCFT. Determination of the employee's ranking shall be done within thirty (30) days of the date of hire. After a drawing has occurred, if the District determines that a faculty member's seniority date must be changed as required by law or as a result of a negotiated agreement with CCFT, and this change results in the faculty member sharing a common hire date with one or more other faculty member, the District will conduct a new drawing as soon as practicable under the conditions in this section.
- 15.2.5 Additional FSAs: After initial employment, a faculty member may apply to the District to add FSAs for which the faculty member qualifies.
- 15.2.5.1 To be eligible for an additional FSA, a faculty member must meet both the (1) minimum qualifications pursuant to Education Code 87356 and (2) District competency standards as set forth in section 15.2.5.1.1 below.
- 15.2.5.1.1 District Competency Criteria
For purposes of a reduction in force (layoff) only, a faculty member shall be considered to meet District competency criteria to serve in a FSA if they meet the criteria set forth in Board Policy 7211.
- 15.2.5.2 By the first of October, the current list of FSAs will be posted on the Human Resources Department website.

15.2.5.3 The Human Resources Department will distribute the New FSA Request Form to regular and contract faculty by the first of October. To add an FSA, the faculty member must request it on the New FSA Request Form, Appendix H.2 and provide appropriate supplemental documentation. In order to be considered in any reduction in force (layoff) proceeding during the academic year in which the application is received, the New FSA Request Form is due to the Human Resources Department by the first business day of November.

15.2.6 Evaluation of Requests for Additional FSAs:

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

15.2.6.1 Evaluation of Denial of Requests for Additional FSAs:

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

15.3 Order of Layoffs

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

Article 16

Adjunct Faculty

16.1 Definitions

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

16.2 Notification of Full-Time Vacancies

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

16.3 Scheduling: Associate Assignment

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

16.3.2 An associate unit member shall have the opportunity to state their availability and list preferred courses by submitting an "Availability Statement" (Appendix I.1) to the appropriate Dean (or program head when the course falls outside the division) prior to the development of the schedule for each semester or session. If an associate unit member requests but does not receive an assignment for any given semester or session, the appropriate administrator shall notify the unit member in writing and shall specify in this notice one or more of the following reasons for this decision. Reasons for not receiving an assignment shall include:

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

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

16.3.2.1 If an associate unit member is also a classified employee of the college, the associate assignment shall not cause the classified employee's work week to exceed forty (40) hours per week nor the workday to exceed eight (8) hours per day. This restriction applies

to all associate assignments, including for those associate unit members who have established reemployment preference.

16.3.3 "Availability Statements" (Appendix I.1) shall be used in making decisions pursuant to Section 16.4 below.

16.4 Notification of Assignment

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

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

16.5 Cancellation or Withdrawal of Tentative Assignment

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

16.6 Arbitrability

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

16.7 Work Load

An associate unit member's workload shall not exceed sixty seven percent (67%) of the standard full-time unit member workload (see Article 11). Notwithstanding this section and sections 1.4.12, 11.10, and 17.1.3, the District may employ associate clinical nursing faculty for greater than 67% load consistent with AB 1051 and such faculty shall continue to be considered "associate faculty" (1.4.12) and a "temporary instructor" (17.1.3). The following activities are excluded from the sixty seven percent (67%) workload and thus are not to be calculated toward it. Such exclusions are not limited to this listing:

- (a) classes taught for Cabrillo Extension;
- (b) service as a substitute teacher on a day-to-day basis as provided by Education Code Section 87482.5(b). *
- (c) classes taught during any summer session and winter session.
- (d) professional ancillary activities as defined in Section 16.16.

- *Notes: For purposes of definition, day-to-day substitutes are not required to engage in long-term lesson planning, to attend department or division faculty meetings, to hold office hours or do final grading.
A day-to-day substitute, working consecutively up to 12% of the total hours of a single course, is paid at the rate stated in Article 13.9; thereafter, the day-to-day substitute will be paid at the appropriate associate unit pay rate, Article 13.1.2.4 or 13.1.2.5.
If it is known at the beginning of the absence that the substitute will work consecutively at least 12% of the total class hours, the substitute may be paid in units for the entire time the substitute is employed for that assignment.

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

- 16.8.1 An associate unit member's length of service list for each academic discipline shall be established and updated each semester by the District Human Resources Office. The list shall be based on and sorted by the first date of paid temporary academic employment of each associate unit member and by academic discipline. In addition, the Length of Service List will identify those associate members who currently have reemployment preference (16.8.2). These Length of Service Lists will be used by each Dean in making assignments each semester according to 16.4. The Length of Service Lists by academic discipline shall be available to an associate unit member and CCFT upon request.
- 16.8.2 "Cabrillo College Service Credit" means the credit toward reemployment preference that an associate unit member earns for having completed one or more assignments in an academic discipline. An associate unit member must serve satisfactorily for the full term of their assignment(s) in the academic discipline during one semester. After earning eight semesters of Cabrillo College Service Credit in an academic discipline, an associate unit member shall have reemployment preference in that academic discipline. Denial of reemployment preference shall be based on evaluations or other contractual criteria as specified in 16.4.
- 16.8.3 An associate unit member with reemployment preference in an academic discipline shall be offered an assignment therein before an associate unit member without reemployment preference, provided they are qualified for the assignment as noted in 16.4. While all of the criteria in 16.4 are used in making assignments and the number of available assignments can change based on several factors, the District will make an effort to provide continuing comparable assignment to associate unit members with reemployment preference.
- 16.8.4 If, during any semester, there are more associate unit members with reemployment preference than there are available assignments in an academic discipline, the available assignments shall be offered to those associate faculty who are most senior according to the Length of Service List, provided they meet the criteria specified in 16.4.
- 16.8.4.1 After an associate faculty member has been offered and has accepted an assignment, orally or in writing, an associate faculty member shall not be displaced by a more senior associate faculty member.

16.8.5 An associate unit member shall retain their reemployment preference unless it is terminated pursuant to the provisions of this article.

16.8.5.1 The reemployment preference of an associate unit member of an academic discipline is terminated:

- (a) if that unit member declines, after the end of the prior semester, an assignment during a subsequent semester, or winter or summer session, for which they had announced an availability and which assignment has been published in the appropriate schedule; or does not complete an assignment after it has begun.
- (b) if the President or their designee concludes that the associate unit member does not meet the standards of performance and academic excellence that are required of certificated employees by the District, and the re-evaluation process (Article 17.4.11 and 17.4.12) has been completed.
- (c) if the unit member is not employed by the District for two consecutive years, including summer and winter sessions. In such case the unit member's date of hire will reflect the date the new associate assignment commences.

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

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

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

16.9 Evaluation

Refer to Article 17.

16.10 Salary

Associate unit members shall be compensated according to the salary schedule attached as Appendices F.2, the Associate/Overload Faculty Salary Schedule, and F.3, the Associate Academic Specialist/Overload Salary Schedule. Refer to Article 13.1.2.

16.11 Health and Welfare Benefits

See Article 14 Section 4.

16.12 Office Hours

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

16.13 Other Procedures

Except as otherwise provided in this Article, all other provisions in this Agreement apply equally to associate unit members on a pro rata basis except Sabbatical Leave, Article 10.9 (Leave Without Pay for Child Bearing Preparation

and Child Rearing), Article 10.12 (Exchange Teaching Leave), Article 10.13 (Military Leave), Article 10.15 (Other Leaves Without Pay), Article 15 (Layoffs), and Article 18 (Retirement).

16.14 Conference Attendance

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

16.15 Email, Voicemail, and Computer Access

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

16.16 Professional Ancillary Activities

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

16.16.1 Professional ancillary activities include governance, staff development (except flex hours required according to Article 9.2), grant writing, advising student organizations, short-term restricted fund assignments, Department Chair units, and union activity.

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

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

Article 17

Evaluation and Tenure

17.1 Definitions

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

17.2 Purpose

The primary purpose of the evaluation of academic personnel is the continued improvement of instruction at Cabrillo College. Other purposes include the maintenance of quality in departments and instruction, and the professional competence of the faculty. The evaluation process shall promote professionalism, enhance performance, and be closely linked with professional growth efforts (Statement on Professional Ethics, Appendix J.1).

17.3 Evaluation Criteria

17.3.1 Professional Growth and Development

- The faculty member shall demonstrate continued professional growth including:
- a) evidence of working toward previously set job-related goals, as specified in the previous evaluation, if applicable;

- b) participation in professional activities that enhance teaching or job performance, such as attendance at workshops, seminars, and professional meetings; course work; publications, conference presentations, and artistic exhibits/performances; reading and research in the faculty member's field; community involvement specific to the faculty member's academic area; and other appropriate activities; and
- c) evidence of current job-related goals and plans for achieving those goals.

17.3.2 Performance with Students

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

- a) clear and engaging communication with students;
- b) effective classroom or worksite organization and management;
- c) use of methods, materials, and technology that are challenging for students, responsive to their needs, and appropriate to the subject matter or work task;
- d) provision of course materials that are clear, appropriate, and consistent with approved course curricula, including syllabi, grading criteria, classroom policies, student learning outcomes (SLOs); and relevant texts or other written materials and/or provision of clear and appropriate materials for students that are consistent with the job duties;
- e) use of appropriate methods to assess student progress;
- f) patience, fairness, and promptness in the evaluation and discussion of student work;
- g) respect for and responsiveness to the needs of a diverse student population;
- h) openness to the right of students to voice opinions and concerns appropriate to the class/worksite, and respect for students' rights as outlined in the Student Rights and Responsibilities Handbook;
- i) maintenance of confidentiality;
- j) maintenance of regular office hours at appropriate times;
- k) meeting of course/work site objectives;
- l) coordination with other faculty regarding curriculum sequencing and/or provision of student services;
- m) maintenance of currency and depth of knowledge of the field appropriate to the assignment; and
- n) maintenance of currency and depth of knowledge of pedagogy relevant to the assignment.

In addition to the above, for all distance education courses, whether hybrid, fully online, synchronous, or asynchronous, the instructor shall demonstrate:

- o) initiation of regular interaction with students to determine that they are accessing and comprehending course materials;
- p) availability for at least the same number of instructor contact hours per week that would be available for face-to-face students; and

- q) provision to the students of clear guidelines for instructor-initiated contact and instructor feedback; and
- r) use of appropriate and varied resources to initiate and maintain contact with students, such as: discussion boards, email, announcements in the learning management system, timely feedback for student work, instructor-prepared online lectures, and instructor-prepared introductions to publisher-created materials.

17.3.3 Performance of Professional Responsibilities

The faculty member shall demonstrate effective performance of professional responsibilities, including:

- a) completion and submission of required paperwork, such as grade and census reports, flex forms, and SLO class assessments, in a timely manner; and
- b) for contract, temporary contract, and regular faculty, participation in college activities and governance, including:
 - i) department and division activities, such as participation in department and division meetings; work on curriculum development; participation in search committees and evaluations within your department; participation in program assessment and planning, including departmental discussions of SLO assessment results and implementation of agreed upon changes; or other appropriate activities; and
 - ii) college governance and activities, such as participation in division meetings, service on college wide committees, participation on search and selection committees and evaluation teams outside of the faculty member's department, mentoring other faculty, mentoring students, advising student clubs, attending graduation, or other appropriate activities. First-year contract faculty should investigate what they would be interested in doing to participate in college activities and governance.

17.3.4 Professional Conduct

The faculty member shall adhere to the standards outlined in Appendix J.1, Statement on Professional Ethics, and demonstrate effective performance in working with colleagues and the teaching profession, including:

- a) clear and effective communication in matters related to the college;
- b) acknowledgement and support of colleagues' free inquiry in the exchange of critique and ideas, and respect for their colleagues' right to express a variety of opinions;
- c) acting in accordance with the ethics of their profession; and
- d) support of colleagues' performance of duties.

17.3.5 Department Chairs/Academic Specialist Directors

The faculty member shall:

- a) perform assigned duties and responsibilities as described in the job description (Appendix D.1) and as agreed upon with the appropriate administrator;

- b) perform appropriate recordkeeping, correspondence, coordination, and reporting;
- c) demonstrate fairness, collaboration and responsiveness to department faculty and department needs; and
- d) comply with college policies and procedures.

17.3.6 Special Assignments or Reassigned Duties

The faculty member shall:

- a) perform assigned duties and responsibilities; and
- b) perform appropriate record keeping, correspondence, coordination, and reporting.

17.4 Evaluation Procedures

The evaluation process, including self-evaluation, classroom/worksite observation, student evaluations, and administrative evaluation shall culminate with a final written evaluation signed by the appropriate administrator. The appropriate administrator may change the deadlines for completing evaluation tasks for faculty with short term assignments. Evaluations shall be conducted in confidence and according to the Tenure Committee Code of Conduct (Appendix J.2).

17.4.1 Evaluation Procedures Chart

Faculty Type	Frequency	Peer Observations	Administrator Observation
Contract (Tenure Track):	Semesters 1, 2, 4, 6, plus semester 7 with tenure recommendation	<i>Semesters 1, 2, and 7:</i> one selected by evaluatee, one selected by administrator from a list submitted by evaluatee <i>Semesters 4 and 6:</i> One selected by evaluatee	Yes
Regular (Tenured)	Every three years	One selected by evaluatee Evaluatee or administrator may request a second observer, selected by administrator from a list submitted by evaluatee	Administrator may choose to do an observation
Temp Contract	<i>one semester contract:</i> 1 st semester <i>one year contract:</i> 2 nd semester	One selected by administrator from a list submitted by evaluatee Evaluatee may choose a second observer	<i>New employee:</i> Yes <i>Previously evaluated employee:</i> Administrator may choose to do an observation
Categorically Funded (non-tenure track)	1 st and 3 rd semesters, then Every three years	One selected by administrator from a list submitted by evaluatee Evaluatee may choose a second observer	First semester: Yes Subsequent evaluations: Administrator may choose to do an observation
Associate	1 st and 3 rd semesters, plus 7 th semester with reemployment preference recommendation, then every six semesters	One selected by administrator Evaluatee or administrator may request an additional observer, selected by evaluatee	Yes—or administrator may designate a faculty member to head the team, a full-time faculty with relevant discipline expertise whenever possible
Department Chair (DC) (using appendix J.14)	2 nd semester as department chair, then combined with the person's regular evaluations		
Academic Specialist Director (ASD) (using appendix J.14)	<i>If hired as ASD:</i> on contract and regular faculty schedule <i>If selected from faculty:</i> 2nd semester, then combined with the person's regular evaluations Additional evaluation as ASD in 4 th , 6 th , and/or 8 th semester if requested by either the Administrator or ASD		
Temp Contract	<i>One semester contract:</i> 1 st semester <i>One year contract:</i> 2 nd semester *see additional provisions below at 17.4.1.1 and 17.4.1.2	One selected by administrator from a list submitted by evaluatee Evaluatee may choose a second observer	<i>New employee:</i> Yes <i>Previously evaluated employee:</i> Administrator may choose to do an observation

- 17.4.1.1 If a contract tenure-track faculty member had a year long temporary contract immediately preceding the tenure-track position appointment, then that faculty member should have already been evaluated once in their second semester of the temporary contract. Their official date-of-hire will be the start of the temporary contract. The first semester of their tenure-track position will be semester 3, and they will be evaluated in semesters 3, 4, 6, and 7 for a total of 5 evaluations over the four years. Education Code section 87478.
- 17.4.1.2 If a contract tenure-track faculty member had a one-semester temporary contract in either of the fall or spring semesters immediately preceding the tenure-track position appointment, then that faculty member should have already been evaluated once during that semester of the temporary contract. Their official date-of-hire will be the start of the tenure-track position. The first semester of their tenure-track position will be semester 1, and they will be evaluated in semesters 2, 4, 6, and 7 for a total of 5 evaluations over the four years, plus the one semester temporary contract evaluation.

17.4.2 Summary of Evaluation Deadlines		
Responsible Party	Task	Deadline*
Appropriate administrator	Give Notice of Evaluation (Appendix J.3 or J.16) to faculty who will be evaluated in a semester	End of 3 rd week of the semester
Evaluatee	Complete and return Notice of Evaluation, with team member choices if needed	End of 4 th week of the semester
Appropriate administrator	Constitute evaluation team and notify evaluatee, or notify evaluatee that their team choices are unable to serve	End of 5 th week of the semester
Evaluatee	Submit additional team member choices if original choices are unable to serve	6 days after notification that choices are unable to serve
Team leader Evaluatee	<i>First time evaluatees:</i> Contact evaluatee to discuss evaluation procedures <i>All other evaluatees:</i> If desired, request a meeting with team chair or team to discuss evaluation procedures	6 days after notification of team composition
Evaluatee	Complete Self-Evaluation (Appendix J.5)	End of 7 th week of semester
Each team member	Provide notice of class/worksite observation	One week prior to observation
Evaluatee	Submit class/worksite materials to observer	3 days prior to observation
Each team member	Meet with evaluatee to discuss observation, then send signed Peer Observation and Evaluation of Faculty (Appendix J.7) to administrator	10 days after observation
Each team member	Submit written response to draft of Administrator's Final Evaluation (Appendix J.15) if the team member disagrees	6 days after receiving the draft
Appropriate administrator	Administrator's Final Evaluation (Appendix J.15) and meet with evaluatee	<i>Associate faculty:</i> Before end of semester <i>All other faculty:</i> At least 6 days before end of semester
Evaluatee	If desired, submit written response to evaluation	<i>Associate faculty:</i> Within 20 days of receipt of evaluation <i>Other faculty:</i> Within 6 days of receipt of evaluation
*A day is defined as any day when the college is open for business, excluding Saturdays. Deadlines can be altered by the appropriate administrator for faculty with short-term contracts		

- 17.4.3 Evaluations shall be scheduled according to the frequencies listed in 17.4.1 Evaluations Procedures Chart. All evaluations will include:
- a) A self-evaluation (Appendix J.5)
 - b) Student evaluations (Appendix J.6, except Appendix J.9 for librarians, Appendix J.10 for online instructors, Appendix J.12 and Appendix J.13 for

Children's Center teachers, and Appendix J.8 for academic specialists/counselors)

- c) One or more classroom/worksite observations (Appendix J.7, except Appendix J.11 for Children's Center Teachers).
- d) A final evaluation and recommendations from the appropriate administrator (Appendix J.15)

17.4.4 Faculty who are to be evaluated in a semester will be given a Notification of Evaluation form (Appendix J.3) by the end of the third (3rd) week of that semester. The evaluatee shall complete the form by the end of the fourth (4th) week of the semester, including, if needed, their choice(s) for the evaluation team.

17.4.5 Evaluation Team

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

17.4.5.1 Teams shall be constituted as listed in 17.4.1 Evaluations Procedures Chart.

17.4.5.2 Whenever possible, the team shall include at least one (1) team member within the discipline or field of the evaluatee.

17.4.5.3 If the evaluatee teaches a distance education class, whenever possible, the team shall include at least one (1) team member with experience teaching distance education courses.

17.4.5.4 If this is the faculty member's first evaluation, the evaluation team chair shall discuss any of the evaluatee's concerns and questions with the evaluatee and go over the purpose, criteria, procedures, timelines, and forms for the evaluation. A faculty member who has been evaluated previously may request a meeting with the team chair and/or the team to clarify the evaluation process and discuss their concern and questions within six (6) days of being notified of the team composition.

17.4.5.5 If there were improvements suggested in the previous evaluation, or if the evaluatee or the administrator request it, the appropriate administrator shall provide copies (on paper or electronically) of the previous evaluation to the team members.

17.4.6 The evaluatee shall submit a completed self-evaluation form (Appendix J.5) to the appropriate administrator by the 7th week of the semester. The evaluatee may choose to share one or more parts of the self-evaluation with team members doing classroom/worksite observations if they wish to receive feedback on specific criteria.

17.4.7 Classroom/Worksite Observation

- 17.4.7.1 The class or worksite observations shall occur after at least one (1) week's prior notice to the evaluatee. Each evaluator shall make at least one (1) class or worksite observation and complete the Peer Observation and Evaluation of Faculty (Appendix J.7). Class/worksite may include a mediated learning environment. The criteria in section 17.3.2 shall be considered in writing the observation. Evaluators should observe different class sections or courses, when possible.
- 17.4.7.2 In the case of academic specialists, worksite observations shall occur in classes, in group sessions, or activities relevant to the assignment. Counselors may be evaluated in academic counseling sessions.
- 17.4.7.3 At least three (3) days prior to a classroom observation, the evaluatee shall submit materials related to the observation to the team member(s) observing the class. Materials should include a course schedule, syllabus, assessment materials, assignments, an example of student handouts, and any other material the evaluatee chooses to include. This does not apply to counselors and other academic specialists. The material can be submitted electronically or by hard copy.
- 17.4.7.4 Within two (2) weeks after the worksite or class observation, each evaluator will review and discuss the completed observation form with the evaluatee. The evaluatee shall sign the observation form to show the discussion occurred. The signature shall not be used as evidence that the evaluatee agrees with the evaluator's conclusions. After this occurs, the evaluator shall forward the completed observation form to the appropriate administrator for use in the final evaluation.
- 17.4.8 Student Evaluations
- 17.4.8.1 At a time agreed to by the evaluatee and the administrator, student evaluation forms shall be distributed and collected by the evaluator(s) or designee. If the evaluatee teaches more than one class, student evaluations shall be collected in at least two (2) of the evaluatee's classes. In order to maintain student confidentiality, the student evaluation documents will not be provided to the instructor until after the submission of grades for that semester.
- 17.4.8.2 Academic staff not assigned to classroom teaching shall distribute the appropriate forms to their students over the two (2) week period of evaluation. The appropriate administrator shall be responsible for the collection of the forms. The collected forms shall be submitted to the evaluation team by the administrator.
- 17.4.8.3 Each evaluator or designee may review student evaluations of the class observed before forwarding them to the appropriate administrator. Student confidentiality must be maintained by each evaluator, but the substance of student evaluations may be included in the content of the Peer Observation and Evaluation of Faculty (Appendix J.7).
- 17.4.9 Final Written Evaluation

- 17.4.9.1 The administrator is responsible for preparing a draft evaluation using the criteria in 17.3. The draft evaluation shall reflect the information gathered throughout the process, including classroom/worksite observations, student evaluations, materials listed in 17.4.7.3, and the administrator's assessment of the evaluatee's performance. Documented/investigated complaints, concerns, or recommendations that have been previously shared with the employee in a timely manner, and are deemed by the administrator to have merit, may be included in the draft evaluation. Additional information from the evaluatee may be requested.
- 17.4.9.2 If in the judgment of the team, the work of the evaluatee is less than satisfactory, the team may recommend to the appropriate administrator:
- (1) reevaluation the following semester, with or without a remediation plan,
 - (2) an administrative evaluation, or
 - (3) other action the team considers appropriate.
- 17.4.9.3 Upon receiving direction from the evaluation team, the administrator shall modify the draft as necessary to create a final written evaluation. The team members shall review and sign off on the final evaluation. If a team member does not agree with the final written evaluation, within six (6) days, the team member may submit a written response to the evaluation, which shall be attached to it. This team member's written response shall not be reviewed by other faculty team members but shall be reviewed by the evaluatee and the appropriate administrator.
- 17.4.9.4 The appropriate administrator shall then meet with the evaluatee to discuss all matters pertinent to their evaluation. For all faculty except associate faculty, the meeting will occur at least six (6) days before the end of the semester. For associate faculty, the meeting will occur before the end of the semester. The evaluatee may bring any relevant materials they chooses. At the option of the evaluatee or any member of the team, the entire team may be convened to discuss the final evaluation.
- 17.4.9.5 For all faculty except associate faculty, the evaluatee may submit a written response to the evaluation within six (6) days of receipt of the final evaluation. For associate faculty, the evaluatee may submit a written response to the evaluation within twenty (20) days of receipt of the final evaluation. The response shall be attached to the evaluation.
- 17.4.9.6 In the event the evaluatee questions the content of the summary of the student evaluations contained in the final evaluation, an impartial committee consisting of an administrator selected by the appropriate administrator and a faculty member selected by the evaluatee may review the student evaluations and provide a separate summary of them which will become part of the evaluation records. The confidentiality of the process shall be maintained at all times.

17.4.10 Recommendations Based on the Final Evaluation

If in the judgment of the appropriate administrator, the work of the faculty member is less than satisfactory, the administrator shall recommend to the appropriate Vice President, or designee either

- (1) re-evaluation the following semester at the division level, with or without a remediation plan,
- (2) an administrative evaluation, or
- (3) other necessary action, including non-reemployment. Non-reemployment must follow California Education Code Sections 87732 and 87734 where applicable.

The appropriate Vice President shall review information gathered in the evaluation process and recommend to the Superintendent/President employment or non-reemployment of the evaluatee.

The final written evaluation and attachments shall be placed in the instructor's personnel file. Copies of all materials shall be returned to the instructor. The Superintendent/President shall make a final recommendation to the Governing Board. In the event that the recommendation of the Superintendent/President differs from the recommendation of the evaluation team or the appropriate administrator, the Superintendent/President shall meet with the evaluation team before making a recommendation to the Governing Board.

17.4.11 Division Reevaluation

17.4.11.1 If the final written evaluation includes the recommendation that the faculty member be reevaluated at the division level, the appropriate administrator shall by the end of the fifth (5th) week of the next semester the faculty member has an assignment constitute a new evaluation team according to the procedure in 17.4.5. The new team may have the same members as the first (1st) team. Evaluation materials from the previous evaluation shall be made available to the team.

17.4.11.2 The evaluation process as outlined in Article 17.4 shall be followed in the reevaluation. Materials gathered in the first evaluation may be used for the reevaluation process.

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

17.4.12 Administrative Evaluation

- 17.4.12.1 Should the final written evaluation include a recommendation for administrative evaluation, the appropriate Vice President shall review and consider all of the components of the evaluation, as well as documented input from others that has been shared with the evaluatee. The appropriate Vice President may designate an academic employee of the District to perform this review. They or the designee may, after prior notification, meet with the evaluatee and/or observe one (1) or more classes conducted by the evaluatee.
- 17.4.12.2 After consideration of the information gathered in 17.4.12.1, the appropriate Vice President, or their designee, shall prepare a written administrative evaluation. If, in the judgment of the appropriate Vice President, or their designee, the work of the evaluatee is less than satisfactory, they shall recommend either
- (1) a reevaluation the following semester at the division level,
 - (2) another administrative evaluation, or
 - (3) non-reemployment if the evaluatee is not tenured.
- 17.4.12.3 The appropriate Vice President, or their designee, shall meet with the evaluatee and present the administrative evaluation. The evaluatee shall acknowledge by signature that they have reviewed the document. Within six (6) days, the evaluatee may submit a written response to the evaluation, which shall be attached to it. If the evaluatee receives a satisfactory evaluation, all materials except the written administrative evaluation shall be returned to the evaluatee.
- 17.4.12.4 If remediation is required, the appropriate administrator shall provide a written remediation plan with specific actions and timelines to be performed before the next evaluation. The appropriate administrator shall constructively work with the evaluatee to encourage improvement. The techniques involved shall include consultation, and may include class observations, literature review, arrangement for updating of discipline content expertise, and any other activities deemed appropriate.

17.5 Tenure Recommendation

- 17.5.1 If the fourth (4th) year final written evaluation of a contract probationary faculty member indicates satisfactory performance, the granting of tenure shall be recommended by the administrator to the appropriate Vice President.
- 17.5.2 Under extraordinary circumstances, tenure may be granted after the first (1st), second (2nd), or third (3rd) probationary year upon agreement of the Superintendent/President and the Faculty Senate if the Governing Board approves of the decision to grant tenure.

Criteria for granting early tenure:

1. Teaching excellence as demonstrated by:
 - i. Meeting all criteria outlined in Article 17.3 of the contract,
 - ii. Curriculum and/or program development, and

iii. Significant work on active college governance committees.

OR

2. Excellence as demonstrated under 1-i) above plus eminence in the field as demonstrated by national or international impact on the subject area as demonstrated by performances, shows, invitations to present or perform at or participate in round table discussions at national or international conferences, or noteworthy publications. If the evaluation team makes a recommendation for early tenure, the appropriate Vice President will use these criteria to forward the recommendation to the Superintendent/President and the Faculty Senate.

17.6 Off-Cycle Evaluations

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

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

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

- (a) inform the faculty member by written notice of their concern and the reasons therefore;
- (b) within ten (10) days of receipt of the written notice, the appropriate administrator shall schedule a meeting with the faculty member to discuss these concerns and opportunities for improvement;
- (c) provide the appropriate vice president a copy of the written notice containing their concern. The appropriate vice president will confer with the CCFT president regarding the concerns. A committee of three CCFT officers will review the case and report back within ten (10) days. The committee may seek input from the appropriate administrator if necessary. Information reviewed by the committee will remain confidential. If the appropriate vice president and CCFT agree, then an additional evaluation, following the process in Article 17.4, will commence with amended timelines.
- (d) depending on the outcome of the additional evaluation, another evaluation may occur the following semester according to Articles 17.4.11 and 17.4.12.

17.7 Grievances of Evaluation

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

17.8 Access to Materials

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

17.9 Faculty Subject to New Evaluation Process

The District and CCFT agree that contract probationary faculty who were hired before fall 2016 will follow the frequency of evaluations established in 17.4.1 of the 2013-16 CCFT contract until they complete the probationary period.

Article 18 Retirement

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

at their own expense. Any additional costs for the coverage shall be paid by the retiree.

18.3.6 Contract/regular employees hired effective 2008-09

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

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

18.3.6.3 Stipend at age 65 and older

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

18.4 Dental Benefit

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

18.5 Retiree's Survivors Medical and Dental Benefits

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

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

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

18.6.1 Under this program, an employer may enter into a written agreement with an employee who is subject to the coverage under the Defined Benefit Program under the State Teachers' Retirement Plan (“STRS”) to reduce their workload in a position from full time to part time, receive the service credit the member would have received if the member had been employed in that position on a full-time basis and have their retirement allowance, as well as other benefits that the member is entitled to under this part, based, in part, on the final compensation the member would have been entitled to if the member had been employed on a full-time basis.

18.6.2 The unit member must be fifty-five (55) years of age or older prior to the start of the school term of the first school year of the agreement for which the member's workload is reduced and must submit a request in writing to the Human Resources Department no later than April 15th each academic year, to be effective the following academic year. The employer, in conjunction with STRS, shall certify the member's eligibility for participation in the reduced workload program. The employer's certification shall be submitted in a format prescribed

by the system and shall be received in the STRS's headquarters office prior to the start of the school term of the first school year of the agreement for which the member's workload is reduced. The agreement to reduce the member's workload shall be in effect prior to the start of the school term of the first school year of the agreement for which the member's workload is reduced.

- 18.6.3 Length of participation in the preretirement program shall not exceed ten (10) years as specified in Ed Code 87483 for employees subject to Ed Code Section 22713. Unit members requesting preretirement must have a minimum of 10 years of credited service in the Defined Benefit Program prior to the start of the school term of the first school year of the agreement to reduce the member's workload. Unit members shall have been employed on a full-time basis to perform creditable service under the Defined Benefit Program each year of the five school years immediately preceding the first school year in which the member's workload is reduced, without having a break in service. Employer approved leaves of absence, and unpaid absences from the performance of creditable service for personal reasons from full-time employment do not constitute a break in service. Creditable service that was performed for a school year in which a member reduced their workload pursuant to this section shall be treated as full-time, provided that the agreement to reduce the member's workload was not terminated during that year. The period of time during which a member is retired from service shall constitute a break in service.
- 18.6.4 Part-time employment and the specific assignment shall be by mutual agreement between the unit member and the District. After the completion of one (1) full year in the preretirement program, the unit member may return to full-time duty provided notice has been given by the unit member to the Human Resources Department no later than May 1 of the first year in the plan. Thereafter, return to full-time duty may be accomplished by mutual agreement of the unit member and the District.
- 18.6.5 The reduced workload shall be equal to at least one-half of the time the employer requires for full-time employment for that position.
- 18.6.6 The member shall be paid creditable compensation that is the pro rata share of the creditable compensation the member would have been paid for that position had the member not reduced their workload.
- 18.6.7 The unit member shall receive the same benefits (specified in Article 14 of this Agreement) as a full-time unit member. All leave benefits afforded to a unit member shall be earned by the pre-retiree on a pro rata basis.

18.7 Retirement Early Announcement Incentive Program

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

- 18.7.1 Before the end of the spring semester, CCFT and the District meet to determine if a program will be offered during the following academic year. If offered, the program will be based on the one offered in 2012-13 and will include the following features:
 - a. The regular faculty member must meet STRS eligibility and retire into the STRS retirement system.
 - b. The regular faculty member must have 10 years or more of service credit in the District according to the provisions of Article 18.3.

- c. The regular faculty member must submit a letter to Human Resources Department on or before the last District working day of the September prior to retirement.
 - d. The letter submitted to Human Resources Department must specify a retirement date before the next academic year, prior to August 1.
 - e. The purpose of this early commitment is to allow the department from which the faculty member is retiring to consider participating in the prioritization process to hire a full time replacement.
- 18.7.2 The retiring faculty who meet these provisions will receive the following compensation:
- a. 10 years of service to less than 15 years of service in the District: \$8,000 total, to be received in two payments of \$4,000 each during August and September upon retirement.
 - b. 15 years of service to less than 20 years of service in the District: \$10,000 total, to be received in two payments of \$5,000 each during August and September upon retirement.
 - c. 20 years or more of service in the District: \$15,000 total, to be received in two payments of \$7,500 each during August and September upon retirement.
- 18.8 The District will provide an alternative retirement plan to Social Security for associate members. Associate members may opt for this alternative plan, STRS, or Social Security. Once the employee elects the alternative plan, the decision is irrevocable. The combined contribution from the district and the unit member is 7.5%. The District will contribute 4.5% to the alternative plan and the unit member will contribute 3%, deducted from the unit member's pay. The CCFT and the District agree to a retirement plan offered by APPLE as the alternate retirement plan for associate faculty.

Article 19

Personnel Records

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

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

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

Article 20

Completion of Meet and Negotiation

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

Article 21

Duration of Agreement

- 21.1 The parties agree to a three-year agreement effective July 1, 2022 through June 30, 2025 upon ratification by the parties.

Article 22

No Strike, Work Stoppage or Lockout

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

Article 23

Savings Provision

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

Article 24

Intellectual Property Rights

24.1 Intellectual Property Rights

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

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

24.2 Copyright Ownership

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

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

24.3 Copyright Registration

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

24.4 Royalties and Distribution Rights

24.4.1 The ownership of copyright determines royalty distribution rights.

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

24.5 District Use of Copyrighted Materials

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

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

Article 25

Academic Calendar

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

25.1 General Conditions

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

Article 26

Reopening of Negotiations and Specific Provisions of Agreement

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

- 26.1 During the 2022-23 year, the parties agree to reopen:
 - 26.1.1 Article 11: Workload, specifically including but not limited to:
 - 11.4.4 Special Studies
 - 11.9 DC Matrix and Associated Appendices
 - 26.1.2 Article 13: Salary
 - 13.1 Salary
 - 26.1.3 Article 14: Health & Welfare Insurance
 - 14.4 Insurance Coverage: Associate Unit Members
 - 26.1.4 Article 17: Evaluation and Tenure

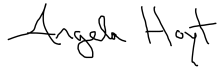
- 26.2 During the 2023-24 year, the parties agree to reopen:
 - 26.2.1 No more than two articles to be determined by CCFT during Spring 2023
 - 26.2.2 No more than two articles to be determined by the District during Spring 2023
 - 26.2.3 Article 13: Salary
 - 13.1 Salary
 - 26.2.4 Article 14: Health & Welfare Insurance

- 26.3 During the 2024-25 fiscal year, the parties acknowledge that the entire contract is open for re-negotiation per the duration specified in Article 21. The parties agree that the sunshining of proposals for negotiations shall be presented at the December 2024 meeting of the Cabrillo College Board of Trustees.

- 26.4 No other openers are authorized except by mutual agreement.

Signed and entered into effective the 15th day of July 2022

For the District



Angela Hoyt

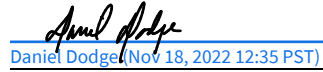


Bradley Olin



Robin McFarland

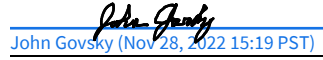
For CCFT


[Daniel Dodge \(Nov 18, 2022 12:35 PST\)](#)

Daniel Dodge


[Albi Romero \(Nov 21, 2022 15:21 PST\)](#)

Albi Romero


[John Govsky \(Nov 28, 2022 15:19 PST\)](#)

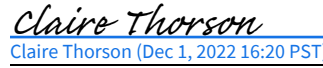
John Govsky



Kimberly Mansfield



Tobin Keller


[Claire Thorson \(Dec 1, 2022 16:20 PST\)](#)

Claire Thorson

26 ARTICLE Reopening of Negotiations_FINAL


Final Audit Report


2022-12-02


Created:	2022-11-09
By:	Megan Pierce (MePierce@cabrillo.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA9wAPOYxZw7g32HvRUNPkk9FKXRk_K7y


"26 ARTICLE Reopening of Negotiations_FINAL" History


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 Document e-signed by Claire Thorson (clthorso@cabrillo.edu)

Signature Date: 2022-12-02 - 0:20:46 AM GMT - Time Source: server- IP address: 207.62.184.21

 Agreement completed.

2022-12-02 - 0:20:46 AM GMT

Appendix A.1

Cabrillo College Complaint Form

Complaint must be filed ASAP or prior to the end of the semester following the school term in which the alleged incident occurred.

Name:

_____ *Last Name* _____ *First Name*

Address:

_____ *Street or P. O. Box* _____ *City* _____ *State* _____ *Zip Code*

Phone: () _____ Email: _____

I am a: Student Employee Community Member _____

Complaint Against:

When possible, please attempt to resolve complaints informally with the appropriate Department Chair.

Has this complaint been discussed with the Department Chair? If yes, with whom and when?

Name: _____ Date: _____

Describe the incident and provide the following information:

1. Date(s) the incident occurred: _____
2. Name of individual(s) involved: _____
3. Department/Division: _____
4. What occurred (clearly state your complaint): _____

5. Witnesses: _____

Please be sure to attach any relevant document(s).

What remedy are you seeking?

I certify that this information is true and correct to the best of my knowledge.

Signature of Complainant

Date

Send Original to: Division Dean Copy to: Applicable Vice President

5/03/16

Applies to CCFT Contract 5.2



**Appendix B.1
Faculty Sabbatical Leave Agreement**

Pursuant to Article 9 provisions for Sabbatical Leave between Cabrillo College and Cabrillo College Federation of Teachers (CCFT) and Appendix B.1 of such contract, the undersigned faculty member qualifying for a sabbatical per the Education Code and Section 9 of the CCFT contract agreement, hereby agrees to the following terms:

1. It is understood that the obligations set forth in this Agreement are in lieu of the bond that is otherwise required by Education Code Section 87770. The Governing Board must approve this leave agreement and waive the requirement of the faculty member to furnish a bond.
2. The faculty member's District-approved sabbatical project proposal is attached hereto and incorporated by reference.
3. An abstract of the faculty member's District-approved sabbatical project proposal is also attached and incorporated by reference. The abstract contains the following information: objective, activities, benefit to the District, and outcomes to be submitted to the Sabbatical Leave Review Board (SLRB) with the report.
4. Article 9, sections 9.1 through and including 9.4, is attached and incorporated by reference.
5. Prior to commencement of the sabbatical leave, the Vice-President, Instruction may require the faculty member to submit evidence of a physical examination from a licensed medical practitioner indicating that the faculty member is capable of fulfilling the activities set forth in this Agreement.

The parties certify that they have read this Agreement and all attachments, fully understanding their terms including possible penalties for noncompliance, and agree to them voluntarily.

For Cabrillo Community College District

Date: _____

Faculty Member's signature

Date: _____

Print Name: _____

Please return this form to the Executive Assistant in the Office of Instruction by _____.

Notes on use of Faculty Absence Report:

Basic Guidelines:

- Each fulltime faculty member is entitled to 10 days of sick leave per year. Each associate faculty member is entitled to a proportional amount of sick leave. This allows the associate faculty to miss one normal week's worth of their assignment each semester.
- Cabrillo College tracks accumulated sick leave by hours with 5 days = 1 week = 40 hours.
- A faculty member will have sick leave deducted at a rate that is proportional to amount of a normal full time work-week the faculty member missed.
- If a faculty member missed half of a normal week's full time assignment, then half a week's leave, or 20 hours, would be deducted.
- If a faculty member missed 1/5 of a normal week's full time assignment, then 1/5, or 8 hours, would be deducted.
- Office Hours are assumed part of class or other assignment missed and are not listed explicitly upon the absence report.

General Rule for Assignment Weight for class assignments:

Assignment weight is the amount of TU's that one hour of the assignment generates, assuming the assignment is taught over the full length of the semester.

Calculation:

Weight = # TU's / # Hours class would meet in a week for a normal semester length class

Examples of Assignment Weights:

Normal lecture = 1 TU / 1 Hour = 1.0

Lab or Studio Art = 0.75

Science Lab (as specified in 11.2.2.5) = 0.80

Physical Education = 0.75

3 unit class with composition factor = 1.33

4 unit class with composition factor = 1.25

5 unit class with composition factor = 1.20

Class with writing factor = 1.25

Academic Specialists with 36 scheduled hours per week = 15 TU / 36 hrs = 1/2.4 = 0.41667

Children's Center = 15 TU's / 40 hours = 3 / 8 = .375

Absent during Flex Days = 0.75

Types:

- Personal Necessity may require prior approval
- Absence due to district approved conference does not result in a deduction from sick leave
- Complete description of restrictions, guidelines, and limitations for all leaves is found in the contract

APPENDIX D.1

JOB DESCRIPTION DEPARTMENT CHAIR/ACADEMIC SPECIALIST DIRECTOR

Job Description

The Department Chair/Academic Specialist Director serves in their assigned discipline, works with faculty to promote continuous improvement of the quality of instruction within the assigned department, works with support staff in the area and coordinates the responsibilities of the assigned department, under the direction of the appropriate administrator.

Scope

Under the direction of the appropriate administrator, in collaboration with department faculty, and in compliance with established college policies and procedures, the Department Chair/Academic Specialist Director is a faculty position, which in addition to their regular faculty assignment coordinates and participates in activities supporting department involvement in governance, and develops recommendations regarding scheduling, staffing, instructional department planning, resource allocation, and facility use.

Typical Duties and Responsibilities

Staffing

- Recommends to the appropriate administrator full-time and associate faculty staffing needs.
- Recommends to the appropriate administrator support staff needs.
- With discipline faculty, writes job announcements, and recommends search and selection committee composition.
- Assists Human Resources and the appropriate administrator in recruitment of faculty and classified employees.
- Participates in and may coordinate search and selection activities for associate faculty.
- Organizes new employee orientations regarding department procedures, instructional issues, and safety training.
- Works with faculty to provide for mentoring of new contract and associate faculty.
- Works with faculty to support course consistency in accordance with the official course outline.
- Interviews and recommends the hiring of student workers; submits employment paperwork.
- In consultation with appropriate administrator, may identify the need to add classes, cancel classes, or find substitutes to cover classes or appointments.

Supervision and Evaluation

- When mandated by external accreditation agencies, participates in relevant faculty evaluations.
- May assist and participate in evaluating the day-to-day activities of assigned classified employees and student workers.
- Refers personnel matters to the appropriate administrator.

Budget

- Coordinates, reviews and recommends department expenditures for department needs within established budget parameters and administrative procedures.
- Submits department budget modification/revision proposals with faculty as identified in instructional/student services planning processes.
- May direct the operation of a District-sponsored department that generates income in support of the instructional department.

Curriculum/Services

- Recommends department expansion and modification as identified in instructional/student services plans.
- Leads faculty efforts in maintaining currency, quality and effectiveness in department curriculum/services.
- Assists faculty to develop and format curriculum proposals.
- Coordinates and participates in community advisory committee or articulation officer/transfer committee and serves as liaison to department faculty.

Scheduling

- Working with faculty, prepares schedule recommendations within District guidelines and parameters.
- Working with faculty, reviews and makes corrections to class schedule and catalog during production.
- Recommends contract and associate faculty assignments to appropriate administrator according to established procedures and parameters.

Instructional Planning

- Serves as primary resource to department faculty and support staff during the instructional planning process.
- Works with faculty to encourage participation and involvement in the development of the Instructional Plan.
- In accordance with CIP guidelines, coordinates the writing of the Instructional Plan.
- Coordinates and guides the operation of the department in concert with the Instructional Plan.

Accreditation, Certification and Professional Licensing

- Coordinates accreditation compliance in accordance with board policy.
- Monitors, ensures compliance and advises regarding all required certifications and licenses.

Facilities Operation, Purchasing and Maintenance

- May direct the operation of a District instructional facility that, in addition to serving as a classroom, provides services to students or community members.
- Works with faculty in ordering supplies specialized to the department, and in the repair and maintenance of equipment.

Student Recruitment, Advisement and Retention

- Coordinates and assists with the recruitment, retention, prerequisite challenges, and tracking of students within the assigned department.
- In conjunction with the counseling division, performs department and career advising.
- Works with the marketing and communications department to coordinate faculty activities regarding marketing and recruitment as outlined in the approved instructional plan.
- Responds to students and the community regarding department questions and concerns.

Community Collaboration (Industry/Educational Institutions)

- Coordinates faculty activities in university, high school, and community outreach and events as outlined in the approved instructional plan.
- Works with appropriate administrators and Planning and Research Office in conducting industry surveys.
- Works with the marketing and communications department to coordinate press releases, advertisements and other public information promoting departments and events.

Qualifications

- 1) Valid California Community College Instructor credential in appropriate discipline OR meet state minimum qualifications for assigned discipline OR equivalent.

- 2) Knowledge of and commitment to the community college philosophy.
- 3) Effective oral and written communication skills.
- 4) Demonstrated ability to serve in the assigned discipline and perform the other duties effectively as described.
- 5) Ability to communicate well with students of diverse academic, ethnic, socioeconomic, and cultural backgrounds, including students with disabilities.
- 6) Ability to work effectively and collaboratively with others.
- 7) Ability to provide effective direction of an assigned department and/or facility.
- 8) Ability to develop and manage a department or facility budget.
- 9) Ability to train, schedule, supervise and participate in the evaluation of classified employees and student workers.
- 10) Ability to work effectively under deadlines and multiple demands.
- 11) Ability to understand, interpret and apply pertinent laws, rules and regulations.
- 12) Ability to assume positions of leadership in the department, division and on college committees, including teamwork.
- 13) Experience with innovative teaching methods, including the instructional use of computers.

APPENDIX D.2

Department Chair Compensation Criteria, including Directions and Sources of Data

1. # of Contract Faculty

0-2 = 1.5 units

3-9 = 1 unit

10+ = 2 units

Category intended to reflect DC's work with faculty.

Use the Division Faculty Assignment Sheets for the spring semester of the current academic year and count the number of contract faculty to calculate the DC compensation for the next academic year. Include those with reduced contracts. Exclude those on sabbatical or who do not have an assignment. Include faculty with split assignments only in the program containing the majority of their assignment.

Translate to units using chart.

2. # of Adjunct Faculty

0 = 0 units

1 - 5 = .5 unit

6 - 10 = 1 unit

11 - 15 = 1.5 units

16 - 20 = 2 units

21 - 25 = 2.5 units

26+ = 3 units

Category intended to reflect DC's work with faculty.

Use the Division Faculty Assignment Sheets for the spring semester of the current academic year and count the number of adjunct faculty to calculate the DC compensation for the next academic year. For those with split assignments, count each area only if areas are under different program chairs.

Translate to units using chart.

3. Unduplicated # of Courses in Catalog Offered per Academic Year

0 - 9 = 0 units

10 - 24 = .5 unit

25 - 50 = 1 unit

50+ = 1.5 units

Current catalog, current academic year, plus previous summer session and current wintersession

Category intended to reflect DC's work with curriculum.

Number of courses from the catalog actually scheduled, each counted only one time regardless of frequency of scheduling. Include any new courses approved by curriculum committee after printing of catalog. Do not include courses scheduled but cancelled. Use catalog for the current academic year.

Translate to units using chart.

This criteria will be calculated in the last year of the current contract to be effective in the first year of the new contract. This criteria will be recalculated in other years of the contract only if the union or the District requests a recalculation of this criteria for a specific program.

Note: Side letters 2007-08.4 and 2008-09.1 were incorporated into this appendix in March, 2010 and the wording for calculations in #3-5 were changed to be generic rather than specific years.

APPENDIX D.2

Department Chair Compensation Criteria, including Directions and Sources of Data

4. # of Sections Offered per Year in the Schedule of Classes

50 - 100	= .5 unit	<i>Prior calendar year schedules</i>
101 - 150	= 1 unit	<i>(wintersession, spring,</i>
151 - 200	= 1.5 units	<i>summer, and fall)</i>
201 - 250	= 2 units	

Category intended to reflect DC's work with scheduling.

Print datatel "XFTE" = WSCH/FTES Report for Division - DA (detail all students)

Count the number of sections listed in XFTE. Count concurrently scheduled sections (sections scheduled at the same time, in the same room, and with the same instructor) as a single section.

Do not include the following courses:

All 500, 99, 199, 80s, 180, 22 level; open entry classes; Art 50L and all 51L-54L series of world languages, Music & TA 250. Do not include sections scheduled but cancelled.

Translate to units using chart.

Note: Courses listed are also excluded in academic staffing prioritization process.

This criteria will be calculated in the last year of the current contract to be effective in the first year of the new contract. This criteria will be recalculated in other years of the contract only if the union or the District requests a recalculation of this criteria for a specific program.

5. # of Students Enrolled in Program per Calendar Year

500+	= .5 unit	<i>Prior calendar year</i>
1000+	= 1 unit	<i>(wintersession, spring,</i>
3000+	= 2 units	<i>summer, and fall)</i>
5000+	= 3 units	

Category intended to reflect DC's work with students.

Use same report as in #5, datatel "XFTE" = WSCH/FTES Report for Division - DA (detail all students) -

Use 1st Census Enrl column total **minus students in the following courses:**

All 500, 99, 199, 80s, 180, 22 level; open entry classes; Art 50L and all 51L-54L series of world languages, Music & TA 250.

Translate to units using chart.

Note: Courses listed are also excluded in academic staffing prioritization process.

This criteria will be calculated in the last year of the current contract to be effective in the first year of the new contract. This criteria will be recalculated in other years of the contract only if the union or the District requests a recalculation of this criteria for a specific program.

APPENDIX D.2

Department Chair Compensation Criteria, including Directions and Sources of Data

6. # of Declared Majors in Program / # of Contract Faculty in Program

0 - 25	= .25 unit	<i>Current Fact Book</i>
26 - 50	= .5 unit	
51 - 75	= 1 unit	
76 - 100	= 1.5 units	
101 - 125	= 2 units	
126 - 150	= 2.5 units	
151+	= 3 units	

Category intended to reflect DC's work with majors.

Use the Current Fact Book to determine the number of majors

Divide the number of majors by the # of contract faculty (faculty count from #1 above - if count on #1 is zero, divide by 1)

Translate to units using chart.

7. Industry Advisory Committee

Yes	= 2 units
No	= 0 units

Category intended to reflect ongoing relations with occupational associations and community employers.

Source: Administration; 2 units for each distinct discipline with 1 or more formal industry advisory committees

8. Mandatory Accreditation Process (excludes college accreditation)

ECE, Dental Hygiene, Medical Assisting, Nursing, RadTech

Yes	= 3 units
No	= 0 units

Source: Administration

9. Off Site Facilities / On Site Facilities / Combination Business and Facilities

Off Site Facilities

Medical Facilities

(Coordination with multiple medical agencies to conduct instruction off site)

Medical Asst., Nursing = 2.5 units

(Program Chair works with 1 FTE faculty member designated to provide coordination with multiple medical agencies)

Rad Tech = 1 unit

Archaeology Tech Digs = 1 unit

Construction and Energy Management = 1 unit

On Site Facilities

Early Childhood Education = 2 units

(Instruction Program--coordination with non-instructional faculty)

(Health and safety issues, and one FTE or less contract classified support and two or less contract faculty positions)

APPENDIX D.2

Department Chair Compensation Criteria, including Directions and Sources of Data

9. Off Site Facilities / On Site Facilities / Combination Business and Facilities, con't

Adaptive PE, Welding = 2.5 units

Definition of Health and Safety Issues: Handling physically at-risk students is an essential function of program curriculum. Handling dangerous gases and fire is an essential function of program curriculum.

Combination of Business and Facilities

Greater than one FTE contract classified support = 5 units
(Dental Hygiene, Horticulture)

One FTE or less contract classified support = 7 units
(Culinary Arts)

Source: Administration

10. Performing Arts, Public Performance

Based on number and complication of performances

Dance = 1 unit

Theatre Arts, Music = 2 units

Definition: Preparing and coordinating fine arts performances essential to program curriculum.

Source: Administration

11. Budget (General Fund and Ancillary Expenses)

0 - 29,999	= 0 units	<i>Prior fiscal year, general fund budget and ancillary expenses</i>
30,000 - 89,999	= 1 unit	
90,000 - 149,999	= 1.5 units	
150,000 - 209,999	= 2 units	
210,000 - 269,999	= 2.5 units	
270,000+	= 3 units	

Category intended to reflect DC's work with budget.

Accounts under control of Department Chair. Exclude funds in program managed by faculty member other than the DC, such as learning center funds managed by an academic specialist.

Print datatel report GLBA for Division, Project #000 for 1st month of fiscal year

Total opening balances, excluding all salaries, adjunct funds, maintenance contracts and any one-time monies such as Instructional Equipment.

For Department Chairs in control of Ancillary accounts, obtain a year-end balance sheet (from Becky Sulay) and include expenditures only.

Combine general fund total and ancillary total for final dollar amount. Translate to units using chart.

12. Leadership = 2 units each program as defined on the matrix

(Leadership, unique aspects and complexities of each program)

2022-23 Department Chair Compensation Matrix

Appendix D.3

Division	DC Cluster	Annual Teaching Units												Difference		
		1	2	3	4	5	6	7	8	9	10	11	12			
NAS	Astro/Geol/Ocean	1.5	0.4	0.4	0.3	0.4	0.72	0.0	0.0	0.0	0.0	0.0	2.0	5.75	5.75	0.00
BELA	BARE	1.4	0.9	0.6	0.7	1.0	3.00	2.0	0.0	0.0	0.0	0.0	2.0	11.50	11.50	0.00
NAS	Biology	1.4	1.1	0.4	0.9	1.2	2.32	0.0	0.0	0.0	0.0	1.0	2.0	10.25	10.25	0.00
BELA	CABT	1.5	0.6	0.6	0.2	0.2	0.25	2.0	0.0	0.0	0.0	0.0	2.0	7.50	7.50	0.00
NAS	CEM	1.5	1.0	0.6	0.2	0.3	3.00	2.0	0.0	0.0	0.0	0.0	2.0	11.50	11.50	0.00
NAS	Chemistry	1.0	0.5	0.3	0.6	0.9	0.25	0.0	0.0	0.0	0.0	0.0	2.0	5.50	5.50	0.00
NAS	Comp Science/CIS	1.2	0.4	0.8	0.6	0.6	2.22	2.0	0.0	0.0	0.0	0.0	2.0	9.75	9.75	0.00
HASS	Culinary Arts	1.4	1.0	0.6	0.6	0.9	1.36	2.0	0.0	0.0	7.0	2.0	2.0	18.75	18.75	0.00
HASS	Cultural Studies	1.2	1.5	1.0	1.3	2.1	2.50	2.0	0.0	0.0	1.0	0.0	2.0	14.50	14.50	0.00
VAPA	Dance	1.5	0.9	0.7	0.6	0.3	2.44	0.0	0.0	0.0	0.0	1.0	1.0	10.50	10.50	0.00
HAWK	Dental Hygiene	1.4	1.5	0.7	0.3	0.3	0.98	2.0	3.0	5.0	0.0	1.0	2.0	18.00	18.00	0.00
VAPA	Digital Media	1.5	0.6	0.4	0.3	0.4	2.34	2.0	0.0	0.0	0.0	0.0	2.0	9.50	9.50	0.00
HASS	ECE	1.5	1.3	0.6	0.6	0.6	3.00	2.0	0.0	2.0	0.0	0.0	2.0	13.75	13.75	0.00
NAS	Engineering	1.2	1.0	0.4	0.2	0.3	3.00	0.0	0.0	0.0	0.0	0.0	2.0	8.00	8.00	0.00
BELA	English/Journalism	2.0	2.6	1.2	2.5	3.2	0.25	2.0	0.0	0.0	0.0	0.0	2.0	15.75	15.75	0.00
BELA	ESL	1.5	1.0	0.5	0.1	0.2	0.25	0.0	0.0	0.0	0.0	0.0	2.0	5.50	5.50	0.00
NAS	Etech/Weld	1.5	1.0	0.5	0.3	0.3	3.00	4.0	0.0	2.5	0.0	1.0	2.0	16.00	16.00	0.00
HASS	Global Studies	1.4	1.9	1.0	1.3	2.5	1.42	0.0	0.0	0.0	0.0	0.0	2.0	11.50	11.50	0.00
HAWK	Health Science	1.5	0.6	0.2	0.3	0.5	3.00	0.0	0.0	0.0	0.0	0.0	2.0	8.00	8.00	0.00
NAS	Horticulture	1.5	0.5	0.5	0.2	0.3	3.00	2.0	0.0	5.0	0.0	1.5	2.0	16.50	16.50	0.00
NAS	Mathematics	2.0	2.0	1.0	2.5	3.9	0.25	0.0	0.0	0.0	0.0	0.0	2.0	13.50	13.50	0.00
HAWK	Medical Assist	1.5	0.7	0.3	0.4	0.6	2.96	2.0	3.0	2.5	0.0	0.0	2.0	16.00	16.00	0.00
VAPA	Music/MTRA	1.0	1.6	2.1	1.4	1.5	2.46	2.0	0.0	0.0	2.0	2.0	2.0	18.00	18.00	0.00
VAPA	Photography	1.5	0.8	0.5	0.3	0.4	3.00	0.0	0.0	0.0	0.0	0.0	2.0	8.50	8.50	0.00
NAS	Physics	1.4	0.3	0.2	0.3	0.4	0.25	0.0	0.0	0.0	0.0	0.0	2.0	5.00	5.00	0.00
HASS	Public Safety	1.5	0.9	0.6	0.3	0.7	3.00	4.0	0.0	0.0	0.0	0.0	2.0	13.00	13.00	0.00
HAWK	Radiologic Tech	1.5	1.3	0.8	0.4	0.2	2.20	2.0	3.0	1.0	0.0	0.0	2.0	14.50	14.50	0.00
BELA	Reading	1.5	0.4	0.2	0.0	0.0	0.25	0.0	0.0	0.0	0.0	0.0	2.0	4.50	4.50	0.00
HASS	SPECS	2.0	1.2	0.8	1.8	3.4	1.72	0.0	0.0	0.0	0.0	0.0	2.0	12.75	12.75	0.00
VAPA	Studio Arts	1.0	2.1	1.4	0.9	1.1	2.44	0.0	0.0	0.0	0.0	0.0	2.0	11.00	11.00	0.00
VAPA	Theater Arts	1.5	0.4	0.5	0.4	0.2	1.62	0.0	0.0	0.0	2.0	2.5	2.0	11.00	11.00	0.00
BELA	World Languages	1.4	1.8	0.5	0.8	1.0	2.22	0.0	0.0	0.0	0.0	0.0	2.0	9.75	9.75	0.00
		46.4	33.8	20.4	21.4	29.7	60.67	36.0	9.0	27.0	5.0	12.0	64.0	365.50	365.50	0.00

APPENDIX D.4

**ACADEMIC SPECIALIST DIRECTORS
WITH ADDITIONAL COMPENSATION**

DIRECTOR	HOURS/ WEEK	UNITS	TOTAL CONTRACT DAYS
ASC	36		215
50% Directing	18		175
50% Counseling	18		175
100% Directing	36		40
Athletics	36		195
Student Health Services	36	3	195
Basic Skills/Learning Communities	36		195
Nursing Director	36	3 (summer)	
Tchg Lrng Ctr/Staff Dev	36		195
EOPS	36		195
Counseling	36		195
75% Directing	27		
25% Counseling	9		
Academic Specialists Computing Technology Center (Note: does not include the Integrated Learning Center)			195

APPENDIX D.5

INSTRUCTIONAL/STUDENT SERVICES SUPPORT FACULTY COMPENSATION ARTICLE 11.6.3.2.2

All other faculty reassigned to support students, faculty, and/or maintain facilities or to provide support for a special project, whether funded by the college or categorically funded, shall be compensated at a rate to be negotiated as specified in Article 11.6.3.2.2. Those positions that are presently reassigned are as follows:

Cabrillo Stage	12 units per year
Dental Lab Coordination	1 unit per semester
Gallery	10 units per year, 3 units summer
Nursing LVN Coordination (when applicable)	1 unit per semester
Puente (English)	8 units per year
RT Clinic	16 units per year plus 4 units summer 2 units TBD
Theatre Sets	6 units per year
Culinary Arts/Summer Weddings	2 units per year
Academy for College Excellence (ACE)	6 units per year
Physics Learning Center Coordinator	2 units per year
Math Mediated Learning Coordinator	2 units per year
Transfer/Career Center Coordinator	25 hours per week

APPENDIX D.6

OTHER REASSIGNED TIME

Other ongoing reassigned time not listed elsewhere in the Contract:

Cabrillo College Faculty Senate 53 units annually

Faculty Senate positions are presently reassigned as follows:

Annual units

President (including 3 units for summer)	18
Vice President	6
Secretary	2
Treasurer	2
Curriculum Committee Chair	6
Academic Council Chair	2
Content Review Subcommittee Chair	2
Student Learning Outcome Coordinator (SLO)	15

**APPENDIX D.6
SLO Coordinator Duties**

black=ongoing

purple=shorter term project

Accreditation	OARC	eLumen	SLO Assessment Ed.	Program Planning	Curriculum	Faculty Senate
Ensure that all ISLOs, PSLO, and CSLOs are assessed and reassessed institution-wide for continuous improvement.	Chair committee, including drafting meeting agendas and minutes.	Develop and maintain fluency in the eLumen Assessment module in the Faculty, Department Coordinator, SLO Coordinator, and Data Steward roles.	Maintain existing training materials (print and video) and update as-needed.	Serve as a member of Council on Instructional Planning (CIP).	Read and approve all Course and Program SLOs, advising on revisions as-needed.	Serve as liaison to Senate, providing regular updates on SLO activities and making longer presentations for information and action.
Serve as ex-officio member on IEC, helping to write its annual report and participating on sub-committees to maintain quality and consistency in SLO assessment and related processes.	Read all assessment portions of any campus department that offers courses going through program planning in a given year.	Develop and maintain proficiency in eLumen Curriculum and Program Planning modules to carry out duties related to advising and approvals in those areas.	Support faculty and department chairs with SLOs development and assessment in various workshop settings, including Flex Week and Flex Friday activities for ongoing and new faculty, department meetings, and meetings of department chairs.	Read all Instructional program plans.	Read and review all course proposal general descriptions, objectives, assignments, methods of evaluation, and content areas.	Coordinate with Senate leadership to recruit OARC members.
Research and draft Standard 1B and other preparations leading up to accreditation report and visit (over two-three years).	Analyze reports, including program plans, looking for trends.	Participate in ongoing eLumen training related to SLO Assessment, including annual eLumenation summer conference and other "mini" conferences.	Train department chairs one-on-one and in small groups in mapping, planning, and reporting on department SLO assessment in eLumen.	Assist departments with writing and revising SLO sections of plan.	Help develop, troubleshoot, and maintain SLO Mapping curriculum revision workflow.	
	Write OARC annual report for submission and presentation at Faculty Senate.	Troubleshoot assessment issues, including meeting with Cabrillo IPAs and eLumen reps as-needed.	Educate faculty and department chairs on the relationship between writing SLOs and assessing SLOs.	Assist departments with scheduling SLO assessment.	Write SLO materials for college catalog.	

**APPENDIX D.6
SLO Coordinator Duties**

Accreditation	OARC	eLumen	SLO Assessment Ed.	Program Planning	Curriculum	Faculty Senate
	Communicate OARC annual report findings to campus.	Track SLO assessment progress in Instruction through eLumen and report status to CIP and ACCJC. Retrieve assessment progress for program planners. Pre-set assessment cycles in eLumen	Educate the larger campus community on SLOs, including presentations to CPC, the Governing Board, and in other campus venues.	Assist in developing quality assurance plans and policies for instructional SLO assessment.		
	Maintain OARC website and BoardDocs pages.	Continue to implement mapping college-wide, training DCs and troubleshooting unique courses and programs.		Report any irregularities with SLO forms and reports to the Deans and VPI.		
	Coordinate with Guided Pathways to align OARC goals and college SLO processes to ensure students are learning and to reduce equity gaps among student groups.	Implement Canvas > eLumen integration to import student grades for easy individual data (grade) collection.				
	In coordination with Guided Pathways, expand and institutionalize college-wide SLO data disaggregation by designated student groups.					

APPENDIX D.7

CONVERSION OF TEACHING UNITS TO HOURS

16 WEEKS – UNITS TO HOURS PER WEEK

UNITS	HOURS PER WEEK
.5	1.20
1	2.40
2	4.80
3	7.20
4	9.60
5	12.00
6	14.40
7	16.79
8	19.19
9	21.59
10	23.99
11	26.39
12	28.79
13	31.19
14	33.58
15	35.98

$2.33 \times \text{units} = \text{total} \times 17.5 = \text{total} / 17 = \text{chart}$

16 weeks plus FLEX = 17 weeks

Appendix E.1
GRIEVANCE – LEVEL I
Cabrillo College Federation of Teachers

Grievant's Name _____

If CCFT is the grievant, list bargaining unit member(s) affected

Address: _____

Work phone: _____ Home phone: _____

Department/Division: _____

Immediate Supervisor: _____

Person to whom Level I response should be sent: _____

Statement of Grievance (include names, dates and places necessary for a complete understanding of grievance):

Specific section(s) of the contract which the grievant believes have been violated:

Specific actions which will remedy the grievance:

Date when attempt at informal resolution was made to immediate supervisor: _____

Grievant's Signature: _____ Date: _____

Level I Decision:

Signature of immediate supervisor: _____ Date: _____

One copy of the grievance must be submitted to the grievant's immediate supervisor, and one copy to the CCFT. Grievant keeps the third copy.

Appendix E.2
GRIEVANCE – LEVEL II
Cabrillo College Federation of Teachers

Grievant's Name _____
If CCFT is the grievant, list bargaining unit member(s) affected

Address: _____

Work phone: _____ Home phone: _____

Department/Division: _____

Immediate Supervisor: _____

Person to whom Level II response should be sent: _____

Copy of Level I Grievance attached

Statement of reasons for appeal:

Grievant's Signature: _____ Date: _____

Date of scheduled personal conference: _____

Level II Decision:

Signature of Superintendent/President: _____ Date: _____

Contract Regular Faculty Salary Schedule (175 Days)

2022-2023 Schedule with a **6.56%** Increase

		Classes					
		1	2	3	4	5	6
		BA, or specific minimum qualifications in a discipline where minimum qualifications do not include a Master's degree	MA/MS or a Bachelor's plus 30 units	MA/MS plus 15 units or a Bachelor's plus 45 units	MA/MS plus 30 units or a Bachelor's plus 60 units	MA/MS plus 45 units or a Bachelor's plus 75 units	Doctorate Degree or MA/MS plus 60 units or a Bachelor's plus 90 units
Steps	1	\$ 64,137	\$ 66,214	\$ 68,290	\$ 70,366	\$ 72,442	\$ 74,517
	2	\$ 66,584	\$ 68,637	\$ 70,691	\$ 72,744	\$ 74,798	\$ 76,851
	3	\$ 69,670	\$ 71,723	\$ 73,777	\$ 75,830	\$ 77,884	\$ 79,937
	4	\$ 72,756	\$ 74,809	\$ 76,863	\$ 78,915	\$ 80,969	\$ 83,022
	5	\$ 75,841	\$ 77,894	\$ 79,948	\$ 82,001	\$ 84,055	\$ 86,108
	6	\$ 78,927	\$ 80,980	\$ 83,034	\$ 85,087	\$ 87,141	\$ 89,194
	7	\$ 82,013	\$ 84,066	\$ 86,120	\$ 88,173	\$ 90,226	\$ 92,280
	8	\$ 85,099	\$ 87,152	\$ 89,206	\$ 91,258	\$ 93,311	\$ 95,365
	9	\$ 88,184	\$ 90,237	\$ 92,291	\$ 94,344	\$ 96,397	\$ 98,451
	10	\$ 91,270	\$ 93,323	\$ 95,377	\$ 97,430	\$ 99,483	\$ 101,537
	11	\$ 94,356	\$ 96,409	\$ 98,463	\$ 100,516	\$ 102,569	\$ 104,623
	12	\$ 96,243	\$ 98,337	\$ 100,432	\$ 101,638	\$ 103,999	\$ 106,362
	13	\$ 97,205	\$ 99,319	\$ 101,436	\$ 102,760	\$ 105,430	\$ 108,101
	14	\$ 97,205	\$ 99,319	\$ 101,436	\$ 103,882	\$ 106,860	\$ 109,840
	15	\$ 97,205	\$ 99,319	\$ 101,436	\$ 105,004	\$ 108,292	\$ 111,579
	16				\$ 107,105	\$ 109,723	\$ 113,318
	17				\$ 108,177	\$ 110,900	\$ 114,553
	18					\$ 112,079	\$ 115,787
	19					\$ 113,257	\$ 117,021
	20					\$ 114,435	\$ 118,256
	21					\$ 116,724	\$ 119,490
	22					\$ 117,891	\$ 120,724
	23						\$ 121,959
	24						\$ 123,193
	25						\$ 124,427
	26						\$ 126,916
	27						\$ 128,185
Doctorate Stipend:		\$ 4,282					
Head Coach Stipend:		\$ 1,516					

Contract Regular Faculty Salary Schedule (185 Days)

2022-2023 Schedule with a **6.56%** Increase

		Classes					
		1	2	3	4	5	6
		BA, or specific minimum qualifications in a discipline where minimum qualifications do not include a Master's degree	MA/MS or a Bachelor's plus 30 units	MA/MS plus 15 units or a Bachelor's plus 45 units	MA/MS plus 30 units or a Bachelor's plus 60 units	MA/MS plus 45 units or a Bachelor's plus 75 units	Doctorate Degree or MA/MS plus 60 units or a Bachelor's plus 90 units
Steps	1	\$ 67,802	\$ 69,998	\$ 72,192	\$ 74,387	\$ 76,581	\$ 78,776
	2	\$ 70,389	\$ 72,560	\$ 74,730	\$ 76,901	\$ 79,072	\$ 81,243
	3	\$ 73,651	\$ 75,822	\$ 77,993	\$ 80,163	\$ 82,334	\$ 84,505
	4	\$ 76,913	\$ 79,084	\$ 81,255	\$ 83,425	\$ 85,595	\$ 87,766
	5	\$ 80,175	\$ 82,345	\$ 84,516	\$ 86,687	\$ 88,858	\$ 91,028
	6	\$ 83,437	\$ 85,608	\$ 87,778	\$ 89,949	\$ 92,120	\$ 94,291
	7	\$ 86,699	\$ 88,870	\$ 91,041	\$ 93,212	\$ 95,382	\$ 97,553
	8	\$ 89,962	\$ 92,132	\$ 94,303	\$ 96,473	\$ 98,643	\$ 100,814
	9	\$ 93,223	\$ 95,394	\$ 97,564	\$ 99,735	\$ 101,906	\$ 104,077
	10	\$ 96,485	\$ 98,656	\$ 100,827	\$ 102,997	\$ 105,168	\$ 107,339
	11	\$ 99,747	\$ 101,918	\$ 104,089	\$ 106,260	\$ 108,430	\$ 110,601
	12	\$ 101,742	\$ 103,956	\$ 106,171	\$ 107,446	\$ 109,942	\$ 112,440
	13	\$ 102,760	\$ 104,995	\$ 107,232	\$ 108,632	\$ 111,455	\$ 114,278
	14	\$ 102,760	\$ 104,995	\$ 107,232	\$ 109,818	\$ 112,967	\$ 116,116
	15	\$ 102,760	\$ 104,995	\$ 107,232	\$ 111,004	\$ 114,480	\$ 117,955
	16				\$ 113,225	\$ 115,993	\$ 119,793
	17				\$ 114,358	\$ 117,237	\$ 121,099
	18					\$ 118,483	\$ 122,403
	19					\$ 119,729	\$ 123,708
	20					\$ 120,974	\$ 125,014
	21					\$ 123,394	\$ 126,318
	22					\$ 124,627	\$ 127,622
	23						\$ 128,928
	24						\$ 130,233
	25						\$ 131,537
	26						\$ 134,169
	27						\$ 135,510
Doctorate Stipend:		\$ 4,282					
Head Coach Stipend:		\$ 1,516					

7/29/2022

Associate Overload Faculty Salary Schedule

**2022-2023 Schedule with a 6.56% Increase
and a 68.00% Pro Rata**

Classes							
	1	2	3	4	5	6	
	BA, or specific minimum qualifications in a discipline where minimum qualifications do not include a Master's degree	MA/MS or a Bachelor's plus 30 units	MA/MS plus 15 units or a Bachelor's plus 45 units	MA/MS plus 30 units or a Bachelor's plus 60 units	MA/MS plus 45 units or a Bachelor's plus 75 units	Doctorate Degree or MA/MS plus 60 units or a Bachelor's plus 90 units	
Steps	1	\$ 1,454	\$ 1,501	\$ 1,548	\$ 1,595	\$ 1,642	\$ 1,689
	2	\$ 1,509	\$ 1,556	\$ 1,602	\$ 1,649	\$ 1,695	\$ 1,742
	3	\$ 1,579	\$ 1,626	\$ 1,672	\$ 1,719	\$ 1,765	\$ 1,812
	4	\$ 1,649	\$ 1,696	\$ 1,742	\$ 1,789	\$ 1,835	\$ 1,882
	5	\$ 1,719	\$ 1,766	\$ 1,812	\$ 1,859	\$ 1,905	\$ 1,952
	6	\$ 1,789	\$ 1,836	\$ 1,882	\$ 1,929	\$ 1,975	\$ 2,022
	7	\$ 1,859	\$ 1,906	\$ 1,952	\$ 1,999	\$ 2,045	\$ 2,092
	8	\$ 1,929	\$ 1,975	\$ 2,022	\$ 2,069	\$ 2,115	\$ 2,162
	9	\$ 1,999	\$ 2,045	\$ 2,092	\$ 2,138	\$ 2,185	\$ 2,232
	10	\$ 2,069	\$ 2,115	\$ 2,162	\$ 2,208	\$ 2,255	\$ 2,301
	11	\$ 2,139	\$ 2,185	\$ 2,232	\$ 2,278	\$ 2,325	\$ 2,371
	12	\$ 2,182	\$ 2,229	\$ 2,276	\$ 2,304	\$ 2,357	\$ 2,411
	13	\$ 2,203	\$ 2,251	\$ 2,299	\$ 2,329	\$ 2,390	\$ 2,450
Doctorate Stipend:		\$	97				

7/29/2022

Associate Overload Academic Specialist Salary Schedule

**2022-2023 Schedule with a 6.56% Increase
and a 80.00% Pro Rata**

		Classes					
		1	2	3	4	5	6
		BA, or specific minimum qualifications in a discipline where minimum qualifications do not include a Master's degree	MA/MS or a Bachelor's plus 30 units	MA/MS plus 15 units or a Bachelor's plus 45 units	MA/MS plus 30 units or a Bachelor's plus 60 units	MA/MS plus 45 units or a Bachelor's plus 75 units	Doctorate Degree or MA/MS plus 60 units or a Bachelor's plus 90 units
Steps	1	\$ 1,710	\$ 1,766	\$ 1,821	\$ 1,876	\$ 1,932	\$ 1,987
	2	\$ 1,776	\$ 1,830	\$ 1,885	\$ 1,940	\$ 1,995	\$ 2,049
	3	\$ 1,858	\$ 1,913	\$ 1,967	\$ 2,022	\$ 2,077	\$ 2,132
	4	\$ 1,940	\$ 1,995	\$ 2,050	\$ 2,104	\$ 2,159	\$ 2,214
	5	\$ 2,022	\$ 2,077	\$ 2,132	\$ 2,187	\$ 2,241	\$ 2,296
	6	\$ 2,105	\$ 2,159	\$ 2,214	\$ 2,269	\$ 2,324	\$ 2,379
	7	\$ 2,187	\$ 2,242	\$ 2,297	\$ 2,351	\$ 2,406	\$ 2,461
	8	\$ 2,269	\$ 2,324	\$ 2,379	\$ 2,434	\$ 2,488	\$ 2,543
	9	\$ 2,352	\$ 2,406	\$ 2,461	\$ 2,516	\$ 2,571	\$ 2,625
	10	\$ 2,434	\$ 2,489	\$ 2,543	\$ 2,598	\$ 2,653	\$ 2,708
	11	\$ 2,516	\$ 2,571	\$ 2,626	\$ 2,680	\$ 2,735	\$ 2,790
	12	\$ 2,566	\$ 2,622	\$ 2,678	\$ 2,710	\$ 2,773	\$ 2,836
	13	\$ 2,592	\$ 2,649	\$ 2,705	\$ 2,740	\$ 2,811	\$ 2,883
Doctorate Stipend:		\$	114				

7/29/2022

Children's Center Teacher Salary Schedule
2022-2023 Schedule with a 6.56% Increase

		Classes			
		1	2	3	4
		At least 60 units to include a CCDT Permit	At least 75 units to include a CCDT Permit	At least 90 units to include a CCDT Permit	At least a BA to include a CCDT Permit
Steps	1	\$ 34,108	\$ 36,854	\$ 43,045	\$ 44,896
	2	\$ 35,465	\$ 38,299	\$ 44,765	\$ 46,602
	3	\$ 36,854	\$ 39,831	\$ 46,552	\$ 48,755
	4	\$ 38,329	\$ 41,423	\$ 48,418	\$ 50,912
	5	\$ 38,714	\$ 43,081	\$ 50,347	\$ 53,064
	6		\$ 43,513	\$ 52,365	\$ 55,220
	7			\$ 54,460	\$ 57,378
	8			\$ 55,006	\$ 59,530
	9				\$ 61,687
	10				\$ 63,841
	11				\$ 64,483
	12				\$ 64,483
	13				\$ 64,483
	14				\$ 64,483
	15				\$ 66,659
	16				\$ 66,659

7/29/2022

Appendix F.5

Application For Alternative Methods of Unit Credit

Name _____ Teaching Field _____

Alternative credit is designed to provide faculty with unit credit toward advancement on the salary schedule for work and/or research performed while employed by the district that is above and beyond the normal duties expected of a faculty member, in lieu of coursework completed for salary advancement.

1. Indicate the categories of work and/or research for which you are applying:

- Occupational/Technical Development
- Publications, Performances, Exhibits or Demonstrations
- Student Success/ Student Equity/ Student Diversity
- Pedagogical Development
- Currency in Higher Education Initiatives

2. Please attach a brief explanation for each of the following categories:

- A. The expected number of hours for completion.
- B. A description of what the faculty member observes, studies, evaluates, or develops, including continuing education courses, workshops, projects or mentoring received, in a special area of their field or assignment.
- C. Provide a timeline of your work and activities indicating the number hours planned/spent on each activity.
- D. Explain how your work or activities relate to classroom instruction and/or how it will provide benefit to students, other faculty or the college.
- E. A brief explanation for how you will document the outcomes for the committee.

3. _____ Hours planned for the project.

4. _____ Units requested (Note: Minimum request per semester is .25 units. Forty-eight hours of work is equivalent to one unit of credit on the salary schedule. Unit members may earn up to twelve (12) alternative units in each salary class).

5. Project starting date: _____, project completion date: _____

Signature _____
Faculty Member

Date _____

SUBMIT THIS FORM TO THE VICE PRESIDENT, INSTRUCTION
Appendix F.5
Alternative Credit Guidelines

1. The alternative credit process provides an opportunity for contract/regular and associate faculty to earn advancement on the salary scale by methods other than attendance at college level classes. *See section 13.5.2 and the application (Appendix F.5).*
2. The Sabbatical Leave Review Board reviews applications for alternative credit and approves those that shall be eligible to earn credit. Credit may be earned only for MAJOR activities and accomplishments above and beyond the normal duties expected of a faculty member. It is the responsibility of the faculty member to provide evidence of MAJOR accomplishments to the SLRB.

Examples of projects that have been approved in recent years:

- Performance (dance, theater, music) that demonstrate professional growth.
- Completion of a manuscript of a novel/book
- Preparation of a scholarly article for publication in a professional journal
- Field experience related to but not included in teaching responsibilities
- Production of a textbook
- Consulting in private industry (related to teaching assignment) that demonstrates professional growth
- Conference or workshop attendance or presentation (with documentation) that provides professional growth in the discipline or that supports pedagogical development or other current initiatives in higher education

Examples of projects not approved:

- Presentation to Rotary or similar civic organization
- Membership or positions in professional organizations
- Activities with release time or reassigned time
- Preparation of course syllabi (part of job)
- Activities that fall within the normal duties expected of faculty (17.3.1)

3. To apply, you must submit a completed application form (Appendix F.5) to the Vice President of Instruction.
4. The project must have been either completed within the past year, or be in process, or be proposed to be started within the next year in order to qualify for SLRB consideration.
5. You may earn no more than twelve units per pay column by this method (i.e. the other three needed for advancement must still be earned via coursework). One unit toward salary advancement is awarded for every 48 hours of activity on an approved project. Requests must be a minimum of 12 hours (0.25) units or more in a semester.
6. Copies of the negotiated agreement and the application form are available in the CCFT contract.

7. Please contact your appropriate administrator or a member of the Sabbatical Leave Review Board for further information.
8. If an alternative credit project completes the units for a salary schedule column advancement, all processes (proposal submission to Vice President of Instruction, Sabbatical Leave Review Board approval, and submission of documentation of completion to Vice President, Instruction), must be completed, approved, and submitted by the VP of Instruction to Human Resources by November 1 of the year in which the salary change is requested.

Appendix G.1

2022/23 Benefits Stipend for Employees -Final

2021/22 Base Stipend Annual Amounts Includes 50% Cost Sharing Amounts - HMO \$25-500 Medical Plan	*2022/23 Annual Plan Cost	Employer Contribution for 2022/23 Base Stipend Amount and Employee Monthly Cost
<u>Single Stipend:</u> \$12,714.67	<u>Single Plan Cost:</u> \$13,555.56	<u>Annual Incremental Cost Difference</u> <u>Single Plan Cost:</u> \$840.89
<u>2-Person Stipend:</u> \$24,391.55	<u>2-Person Plan Cost:</u> \$26,061.96	<u>Annual 50% Employer Paid</u> \$420.45
<u>Family Stipend:</u> \$34,204.20	<u>Family Plan Cost:</u> \$36,594.36	<u>Annual 50% Employee Paid</u> \$420.45
<u>Monthly Cost Calculations:</u> Does not include 50% Cost Sharing Amounts	<u>New Monthly Cost Calculations*:</u>	<u>Employee Monthly Cost (10thly)</u> \$42.04
<u>Single Cost:</u> \$982.00 single medical 65.90 single dental 10.80 life insurance & AD&D 25.93 income protection \$1,084.63	<u>Single Cost:</u> \$1,027.00 single medical 65.90 single dental 10.80 life insurance & AD&D 25.93 income protection \$1,129.63	<u>Employee Monthly Cost (12thly)</u> \$35.04
<u>2-Person Cost:</u> \$1,914.00 2-person medical 130.10 2-person dental 10.80 life insurance & AD&D 25.93 income protection \$2,080.83	<u>2-Person Cost:</u> \$2,005.00 2-person medical 130.10 2-person dental 10.80 life insurance & AD&D 25.93 income protection \$2,171.83	<u>Employee Monthly Cost (10thly)</u> \$83.52
<u>Family Cost:</u> \$2,688.00 family medical 192.80 family dental 10.80 life insurance & AD&D 25.93 income protection \$2,917.53	<u>Family Cost:</u> \$2,820.00 family medical 192.80 family dental 10.80 life insurance & AD&D 25.93 income protection \$3,049.53	<u>Employee Monthly Cost (12thly)</u> \$99.59
		<u>District Contribution 2022/23 Stipend</u> \$13,135.12
		<u>2-Person Plan Cost:</u> \$1,670.41
		<u>Family Plan Cost:</u> \$2,390.16
		<u>Annual 50% Employer Paid</u> \$835.21
		<u>Annual 50% Employee Paid</u> \$835.21
		<u>Employee Monthly Cost (10thly)</u> \$119.51
		<u>Employee Monthly Cost (12thly)</u> \$99.59
		<u>District Contribution 2022/23 Stipend</u> \$35,399.28

*2022/23 rate increases are as follows: Actual rate increase of 4.8% for the HMO \$25-500 medical plan. Dental rate pass.

Rate pass for life and disability for 2022/23.

Stipend amounts are based on the HMO (\$25-500) medical plan, dental, life and disability plan costs.

New Stipend Calculation = last year's stipend plus 50% of the new annual incremental cost increase based on HMO \$25-500 plan rates

Appendix H.1

Cabrillo College Faculty Service Areas

DISCIPLINE	FACULTY SERVICE AREA
<u>BUSINESS, ENGLISH AND LANGUAGES ARTS</u>	
Accounting	Accounting
Banking and Finance.....	Banking and Finance
Business	Business
English.....	English Composition and Literature and Creative Writing
English as a Second Language.....	English as a Second Language
Foreign Languages (Chinese)	Chinese
Foreign Languages (French).....	French
Foreign Languages (German).....	German
Foreign Languages (Italian).....	Italian
Foreign Languages (Japanese).....	Japanese
Foreign Languages (Spanish)	Spanish
Interdisciplinary Studies (Bilingual Bicultural Studies)	Bilingual Bicultural Studies
Interdisciplinary Studies (DMCP)	Digital Management Career Preparation (DMCP)
Journalism	Journalism
Office Technologies (CABT).....	Computer Applications & Business Technology
Reading.....	Reading
Real Estate.....	Real Estate
Sign Language, American (ASL)	American Sign Language
Special Education: Adaptive Computer Technology (CABT)...	Computer Applications & Business Technology 272, 282, 284, 284L, 285
<u>COUNSELING & EDUCATIONAL SUPPORT SERVICES</u>	
Counseling (Counseling and Guidance)	Counseling and Guidance
Counseling (Career Counseling)	Career Counseling
Counseling (Reentry Counseling)	Reentry Counseling
DSPS: Counseling (Counseling - ASC)	Counseling (ASC)
DSPS: Learning Disabilities (Learning Disabilities – ASC)	Learning Disabilities (ASC)
DSPS: Speech & Language Disabilities (Speech & Language Disabilities - ASC)	Speech & Language Disabilities (ASC)
<u>HEALTH, ATHLETICS, WELLNESS & KINESIOLOGY (HAWK)</u>	
Coaching (Athletics).....	Athletics
Dental Technology (Dental Hygiene).....	Dental Hygiene
Family & Consumer Studies/Home Economics (Human Services).....	Human Services
Gerontology.....	Gerontology
Health (Health Science)	Health Science
Health Care Ancillaries (Medical Assisting)	Medical Assisting

*Automatically included as a separate and additional FSA

Revised October 2016
2022-25

DISCIPLINE**FACULTY SERVICE AREA**

Nursing	Nursing
Physical Education (Kinesiology)	Kinesiology
Radiological Technology	Radiological Technology
DSPS: Adapted Physical Education	Adaptive Physical Education
DSPS: Adapted Physical Education (APE - SDLC)	Adaptive Physical Education (SDLC)
DSPS: Counseling (Counseling - SDLC)	Counseling (SDLC)
DSPS: Speech & Language Disabilities (Speech & Language Disabilities – SDLC)	Speech & Language Disabilities (SDLC)

HUMAN ARTS & SOCIAL SCIENCES

Administration of Justice (Criminal Justice)	Criminal Justice
Anthropology	Anthropology
Child Development/Early Childhood Education	Early Childhood Education
Communication Studies	Communication Studies
Culinary Arts/Food Technology (CAHM)	Culinary Arts & Hospitality Management
Economics	Economics
Education	Education
Fire Technology	Fire Protection Technology
Geography (Meteorology)	Geography
History	History
Philosophy	Philosophy
Political Science	Political Science
Psychology	Psychology
Sociology	Sociology
Women's Studies	Women's Studies

INSTRUCTION

Counseling (Articulation)	Articulation
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LIBRARY

Instructional Design/Technology	Instructional Design and Technology
Library Science	Library Science

NATURAL & APPLIED SCIENCES

Aeronautics	Aeronautics
Biological Sciences	Biological Sciences
Chemistry	Chemistry
Computer Science	Computer Science; *Computer Information Systems
Computer Information Systems (CIS)	Computer Information Systems
Computer Science or Computer Information Systems (DMCP)	Digital Management Career Preparation (DMCP)
Construction Management	Construction Energy Management
Drafting	Drafting
Earth Science (Geology, Oceanography & Environmental Science) ..	Geology, Oceanography & Environmental Science
Engineering	Engineering

*Automatically included as a separate and additional FSA

Revised October 2016
2022-25

DISCIPLINE

FACULTY SERVICE AREA

Engineering Technology	Engineering Technology
Industrial Technology (Welding)	Welding
Mathematics	Mathematics
Mathematics or Physics/Astronomy or Biology or Chemistry or Computer Science or Engineering (MESA) ...	MESA (Math, Engineering, Science Achievement)
Ornamental Horticulture	Horticulture
Physics/Astronomy	Astronomy
Physics/Astronomy	Physics

STUDENT SERVICES

Counseling (Health Services Counseling).....	Health Services Counseling
Health Services Coordinator/College Nurse	Health Services Nursing (Health Services Nursing)

VISUAL, APPLIED & PERFORMING ARTS

Art (Art Appreciation)	Art Appreciation
Art (Art History)	Art History; *Art Appreciation
Art (Art Photography)	Photography
Art (Studio Art)	Studio Art; *Art Appreciation
Dance.....	Dance or PE55
Drama/Theater Arts (Acting and Performance and Appreciation)....	Acting and Performance and Appreciation
Drama/Theater Arts (Technical Theater).....	Technical Theater; *Acting and Performance and Appreciation
Multimedia (Digital Media)	Digital Media
Music (Classical)	Classical Music
Music (Jazz)	Jazz Music; *Classical Music
Music (Popular)	Popular Music
Music (Music Technology)	Music Technology & Recording Arts; *Classical Music

NOTE: The Cabrillo College Program name listed (in parenthesis) after the discipline is for Cabrillo clarification & reference only and is not part of the official State Discipline name.

OTHER FSAs

Faculty Service Area

Children’s Center	Children’s Center
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*Automatically included as a separate and additional FSA

Appendix H.2

New Faculty Service Area (FSA) Request Form

Print Name: _____

Date: _____

The Human Resources Department is currently accepting new FSA applications from full-time contract faculty. Please complete and return this form to the Academic Human Resources Specialist by the first business day of November only if you would like to request an additional FSA.

If you feel you are qualified in an additional FSA, please list below:

The faculty member requesting additional FSAs must submit appropriate documentation such as transcripts to enable verification of minimum qualifications and teaching records for verification of district competency criteria to be reviewed with your application. Materials in the faculty member's personnel file will not be researched or referenced in order to determine approval and/or denial of the new FSA request. See the next page back for details regarding competency requirements. Questions regarding minimum qualifications may be directed to Human Resources or the Division office.

I certify that the foregoing information and attachments are true and correct.

Employee Signature

Division

Date

If you have any questions, contact the Academic Personnel Technician at ext. 6240.

FACULTY SERVICE AREAS (FSAs)

AB 1725 requires local districts to define, through the collective bargaining process where applicable, faculty service areas (FSAs) for their local colleges. At the January 7, 1991 Governing Board meeting, Cabrillo's FSAs were submitted and approved. AB 1725 requires the college to establish and update individual faculty service areas annually for contract academic staff.

In order to qualify in any FSA, a faculty member must meet both minimum qualifications and competency standards. To be considered "competent" in a service area, one must meet minimum qualifications in the discipline and meet district criteria for competency in the FSA.

In accordance with Board Policy 7211, Cabrillo College competency criteria are:

1. Two semesters of satisfactory district employment in the service area.
2. In service areas demonstrating technological development that has produced significant change in the last 5 years, satisfactory district employment in the service area in the last 5 years OR 12 semester units of upper division or graduate level course work in the service area in the last 5 years OR equivalent employment in the service areas during the last 5 years. The equivalency of work experience will be determined by a committee composed of 2 administrators, one Dean-selected by the superintendent/president and 2 tenured faculty members selected by CCFT.

The FSAs requiring recency are:

Computer Applications and Business Technology (CABT)
Computer Science
Computer Information Systems
Digital Media
Engineering Technology
Music Technology & Recording Arts
Technical Theater

If you have any questions, please consult with your Dean. A list of FSAs and minimum qualifications are available on the Human Resources webpage.



CCFT CONTRACT AGREEMENT
APPENDIX I.1

AVAILABILITY STATEMENT
ASSOCIATE UNIT MEMBERS

To: _____ Date: _____

From: _____ Division & Dept. _____

I. Check all that apply:

- A. I am interested in an associate assignment as indicated in section II below.
- B. I will NOT be available for an associate assignment until _____.
(Non-availability cannot exceed four semesters).

II. If you checked item A above, please indicate your course, day and time availabilities:
Check session and indicate year:

- Summer _____
- Fall _____
- Wintersession _____
- Spring _____

A. In order of preference, list the courses you would like to teach:

B. Check the times you are available:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Morning						
Afternoon						
Evening						

C. If you have specific time, day, or course restrictions or special considerations, please note them here:

D. Online Assignments:

- I am not currently available for online assignments
- I am available to teach the following courses/assignments in an online format: _____

Signature: _____ Date: _____

RETURN THIS FORM TO DIVISION OFFICE

Appendix J.1

STATEMENT ON PROFESSIONAL ETHICS

- I. Cabrillo Community College faculty members, guided by a deep conviction in the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. To this end, they devote their energies to developing and improving their scholarly competence. They acknowledge and support diversity, inclusion, and equitable access to learning, and they develop their cultural competency. They accept the obligation to exercise critical self-discipline, self-reflection and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty, acknowledge their academic debts, and avoid plagiarism.
- II. Faculty encourage the free pursuit of learning in their students. They protect the academic freedom of students. They make every reasonable effort to foster honest academic conduct and to assure that evaluation of students reflects their true merit. They avoid any exploitation of students for private advantage and acknowledge significant assistance from their students when warranted. Faculty members demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guides and counselors. They respect the confidential nature of the relationship between faculty member and student, except in situations when mandatory reporting is the legal standard or otherwise required by Cabrillo College policy/procedure and in cases where harm to self or others is a concern. Faculty refrain from dating and/or having intimate or sexual relationships with students in their classes, when evaluation of the student is required, and whenever faculty are in a counseling, coaching, or supervisory role with students. Existing relationships between faculty and students or other relationships that potentially represent a conflict of interest must be announced to the appropriate administrator so that an alternative way for the student to be evaluated may be determined.
- III. As colleagues, faculty members have obligations that derive from common membership in the community of scholars. In the exchange of criticism and ideas, faculty members show due respect for the opinions of others and strive to be objective in their professional judgment of colleagues. They exercise collegial respect and are considerate in all forms of communications and in all contexts. Faculty members do not discriminate against, harass, or retaliate against colleagues students, staff, or administrators. Faculty members comply with the Cabrillo College Institutional Code of Ethics as set forth in Administrative Procedure 3050. They demonstrate a commitment to the equitable treatment of all members of the college community.
- IV. As members of an academic institution, faculty members seek above all to be effective teachers and scholars. Faculty members also accept their share of responsibilities for the governance of the institution. Faculty members give due regard to their paramount responsibilities within the institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, faculty members recognize the effect of their decisions upon the programs of the institution and give due notice of their intentions. Although faculty members observe the stated regulations of their institutions, provided the regulations do not contravene academic freedom, they maintain their right to constructively criticize and seek revision. That said, faculty members refrain from

undermining the structures of the institution and from behavior that compromises the integrity of the institution. When they speak or act as private persons, they avoid creating the impression that they speak or act for or on behalf of Cabrillo College.

APPENDIX J.2

TENURE COMMITTEE CODE OF CONDUCT

The committee consists of the evaluation team of a contract probationary employee during the fourth year.

1. Members shall read all tenure materials and follow guidelines and procedural timelines.
2. Members shall be professional when evaluating classroom performance and professional responsibility. Judgments shall be based on personally observed classroom behavior and evaluation materials, not hearsay.
3. Members shall be constructive in their criticism, pointing out specific areas of weakness and recommending a plan for correcting those weaknesses within a reasonable time frame.
4. Members should take care to distinguish between the candidate's professional and personal characteristics, between ability to teach and general lifestyle, including religious beliefs, sexual orientation, political affiliations and social customs.
5. Members should recognize that the candidate may have a different philosophy of education and teaching style than theirs. The main concern should be the effectiveness as stated in criteria of the candidate in the classroom or worksite.
6. Members who feel unable to objectively evaluate or be unbiased toward a candidate should disqualify themselves.
7. Members should respect the confidentiality of the tenure process, with evaluations and the views of members regarded as private information.

Appendix J.3
Notification of Evaluation
Contract, Temporary Contract, Categorical, and Regular Faculty

To: _____ Date: _____

From: _____
Division Administrator

Pursuant to the collective bargaining agreement between the District and CCFT, faculty are evaluated according to the following schedule, except as provided in 17.4.11, 17.4.12 and 17.6:

- _____ *Contract (probationary, tenure track) faculty*: semesters 1, 2, 4, 6, and 7
- _____ *Temporary contract faculty, one semester contract*: semester 1
- _____ *Temporary contract faculty, two semester contract*: semester 2
- _____ *Categorically funded (non-tenure track) faculty*: semester 1 and 3, then every three years
- _____ *Regular (tenured) faculty*: every three years

You are due for an evaluation this semester.

Your evaluation team will consist of:

_____ *Contract probationary (tenure track) faculty*: your administrator, plus one peer selected by you. In semesters 1, 2, and 7, an additional peer will be selected by the administrator from your list below.

_____ *Temporary contract faculty*: One peer selected by the administrator from your list below. You may choose a second observer. If you are a new employee, you will be observed by your administrator. If you have been evaluated previously, your administrator may choose to do an observation.

_____ *Categorically funded (non-tenure track) faculty*: One peer selected by the administrator from your list below. You may choose a second observer. In semester 1, you will be observed by your administrator. In subsequent observations, your administrator may choose to do an observation.

_____ *Regular (tenured) faculty*: one peer selected by you. You or your administrator may request an additional peer, selected by the administrator from your list below. The administrator may choose to do an observation.

Whenever possible, the team shall consist of at least one person within the discipline or field of the evaluatee. If the evaluatee teaches a distance education class, whenever possible, one of the team members shall have experience teaching distance education courses.

Please provide the following information and return this form to me no later than _____, so that the evaluation may proceed in a timely manner. If you have any questions concerning the evaluation process, please refer to Article 17-Evaluation, of the CCFT collective bargaining agreement.

Regular and contract faculty: Please indicate your faculty selection for the evaluation team:

Name

All faculty: If you have the option of selecting an additional team faculty member, please indicate your choice:

_____ OR _____ No optional team member requested.

Name

All faculty: Please list three additional faculty members from which your administrator could select a team member:

Acknowledgement

I acknowledge that I have received a Notification of Evaluation, and I understand that I will be evaluated during the semester.

Date: _____

Signed: _____

Appendix J.4
Notification of Evaluation
Associate Faculty

To: _____ Date: _____

From: _____
Division Administrator

Pursuant to the collective bargaining agreement between the District and CCFT, associate faculty are evaluated during the first, third, and seventh semesters worked, and then every six semesters except as provided in 17.4.11, 17.4.12 and 17.6. You are due for an evaluation this semester.

If you have any questions concerning the evaluation process, please refer to Article 17 - Evaluation, of the CCFT collective bargaining agreement.

Please acknowledge that you have received this Notice of Evaluation by signing where indicated below and returning a copy of this form to me by _____.

By the end of the fifth week, your Dean will provide you with the name of the evaluator. You then have the option to return the form to the Dean with a request for a second evaluator (See Article 17.4).

Acknowledgement

I acknowledge that I have received a Notification of Evaluation, and I understand that I will be evaluated during the semester.

Date: _____ Signed: _____

Appendix J.5: Faculty Self-Evaluation

Name: _____ Dept./Division _____ Semester/Year: _____

1. Professional Growth & Development

If this is your first evaluation, start with question 1d

a. Briefly state your job-related goals from your previous evaluation and provide a progress report on meeting them. If your goals have changed since your previous evaluation, describe them:

(fillable text box)

b. What were your supervisor's recommendations from your previous evaluation, if any? Describe any steps you have taken in response.

(fillable text box)

c. Describe your participation since your last evaluation in professional activities that have enhanced your teaching. *This may include: attendance at workshops, seminars, and professional meetings; course work you have completed; publications, conference presentations, and artistic exhibits/performances; reading and research in your field; community involvement specific to your academic area; or other appropriate activities.*

(fillable text box)

d. What has been challenging for you in your teaching or other work?

(fillable text box)

e. What has been rewarding for you in your teaching or other work?

(fillable text box)

2. Performance with Students

How do you assess your own work with students in an ongoing way? What have you learned that will help you in your work with students? *This may include: SLO assessment results and discussions; student performance and feedback; peer discussion and feedback, use of campus resources, or any other self-assessment methods you have found useful.*

(fillable text box)

How do you view the following aspects of your work with students? Note that you may feel you do a good job on a criteria, but still wish to improve in that area:

Contract Criteria (Article 17.3.2)		I am satisfied with my work in this area	I would like to improve in this area	Not Applicable
a.	Clear and engaging communication with students			
b.	Effective classroom or worksite organization and management			
c.	Use of methods, materials, and technology that are challenging for students, responsive to their needs, and appropriate to the subject matter or work task			
d.	Provision of course materials that are clear, appropriate, and consistent with approved course curricula, including syllabi, grading criteria, classroom policies, student learning outcomes (SLOs); and relevant texts or other written materials and/or provision of clear and appropriate materials for students that are consistent with your job duties			
e.	Use of appropriate methods to assess student progress			
f.	Patience, fairness, and promptness in the evaluation and discussion of student work			
g.	Respect for and responsiveness to the needs of a diverse student population			
h.	Openness to the right of students to voice opinions and concerns appropriate to the class/worksite, and respect for students' rights as outlined in the Student Rights and Responsibilities Handbook			
i.	Maintenance of confidentiality			
j.	Maintenance of regular office hours at appropriate times			
k.	Meeting of course/work site objectives			
l.	Coordination with other faculty regarding curriculum sequencing and/or provision of student services when needed			
m.	Currency and depth of knowledge of information relevant to my assignment			
n.	Currency and depth of knowledge of pedagogy relevant to my assignment			
If you provide online instruction, whether hybrid, fully online, synchronous or asynchronous, how do you view your performance on the following:				
o.	Initiation of regular interaction with students to determine if they are accessing and comprehending course materials			
p.	Availability for at least the same number of instructor contact hours per week that would be available for face-to-face students			
q.	Provision to the students of clear guidelines for instructor-initiated contact and instructor feedback			
r.	Use of appropriate and varied resources to initiate and maintain contact with students, such as: discussion boards, email, announcements in the learning management system, timely feedback for student work, instructor-prepared online lectures, and instructor-prepared introductions to publisher-created materials			

If you are a Counselor, how do you view your performance on the following:

Contract Criteria (Article 17.3.2)3		I am satisfied with my work in this area	I would like to improve in this area	Not Applicable
a.	Academic Counseling – Non-transfer degrees and certificates			
b.	Transfer Counseling – University transfer admission requirements (UC, CSU, private, out of state) and processes (application, requirements, next steps...)			
c.	Transferable Degrees – ADT, AA and AS			
d.	Career Counseling – Assessment interpretation			
e.	Career workshops, assessments, & resources			
f.	Personal Counseling and Crisis Intervention & Referral			
g.	Liaison with instructional division and departments			
h.	Liaison with community including High Schools and Universities			
i.	Making referrals and follow-up			
j.	Classes taught			
k.	Workshops led			
l.	Orientations			

Which of the above criteria, if any, (up to 3) do you feel you excel at, and why?

(fillable text box)

Which (up to 3) would you like to improve on to be more successful with students, and why?

(fillable text box)

3. Performance of Professional Responsibilities

a. Do you complete and submit required paperwork, such as grade and census reports, flex forms, and SLO class assessments, in a timely manner?

- Yes
 Needs improvement

Questions 3b and 3c are required for contract, temporary contract, and regular faculty and optional for associate faculty:

b. How have you participated in department/program and division activities? *This may include: participation in department and division meetings; work on curriculum development; participation in search committees and evaluations within your program; participation in program assessment and planning, including departmental discussions of SLO assessment results and implementation of agreed upon changes; or other appropriate activities.*

(fillable text box)

c. How have you participated in college governance and campus activities? *This may include: service on college-wide committees, participation on search and selection committees and evaluation teams outside of your program, mentoring other faculty, mentoring students, advising student clubs, attending graduation, or other appropriate activities.*

First year contract faculty: *describe what you have done to learn about college governance and campus activities.*

(fillable text box)

4. Professional Goals

a. What are your job related goals between now and the next evaluation? Include all aspects of your assignment.

(fillable text box)

b. What steps will you take to reach these goals?

(fillable text box)

Appendix J.6 Student Evaluation of Instructor

Instructor _____ Course _____ Date _____

Please use this form to help improve your instructor's effectiveness as a teacher. The instructor will not see the evaluation until after grades are completed. **Do not sign your name.** Your fair and honest opinion is what really counts.

Select what you feel is the appropriate rating for this instructor. Add comments and examples for your ratings in the space below.

	Criteria	Excellent	Good	Needs some improvement	Needs significant improvement	No Opinion/ Does Not Apply
a.	Shows depth of knowledge of course subject					
b.	Communicates clearly and in ways that engage students					
c.	Maintains effective classroom organization and management; stays on the topic of the class					
d.	Begins/ends class on time; has good attendance					
e.	Uses teaching methods, technology, and materials that are challenging and suitable to the subject matter					
f.	Provides an appropriate course description/syllabus					
g.	Provides clear and appropriate course requirements, grading criteria and classroom policies					
h.	Selects texts, assignments, and other written materials relevant to the subject					
i.	Shows patience, fairness, and promptness in evaluating and discussing student work and progress					
j.	Respects and responds to the needs of a diverse student population					
k.	Encourages students to voice opinions and concerns appropriate to the class, and respects students' rights as outlined in the Student Rights and Responsibilities Handbook					
l.	Is accessible to students through office hours, emails, or other appropriate channels					
m.	Your overall assessment of this instructor					

Comments and examples for your above ratings (use additional sheets, if necessary):

(please answer the questions on the back of this form)

How many hours do you spend on this course in a typical week, including class and homework?

Describe the strengths of the instructor. Please be specific and give examples:

What could the instructor do to improve their effectiveness as a teacher?

Would you recommend this instructor to other students? Why or why not?

Additional comments:

Thank you!

Appendix J.7

Peer Observation and Evaluation of Faculty

Evaluatee Name: _____ Dept./Division _____

Observer Name: _____ Dept./Division _____

Semester/Year: _____ Date _____ Class/Work Site Observed _____

Before observing, read the official course outline; class description/syllabus; sample assignments, exams, and handouts; and any other documents submitted by the evaluatee.

Give a **brief** description of the activities you observed:

(fillable text box)

Based on your observation and the relevant documents, rate the faculty member on the following contract criteria related to performance with students, as listed in Contract Article 17.3.2:

Contract Criteria		Satisfactory	Needs Some Improvement	Needs Significant Improvement	NA or no evidence
a.	Uses clear and engaging communication with students				
b.	Uses effective class/worksite organization and management				
c.	Uses methods, materials, and technology that are challenging for students, responsive to their needs, and appropriate to the subject matter or work task				
d.	Provides course materials that are clear, appropriate, and consistent with approved course curricula, including syllabi, grading criteria, classroom policies, student learning outcomes (SLOs); and relevant texts or other written materials and/or provides clear and appropriate materials for students that are consistent with the job duties				
e.	Uses appropriate methods to assess student progress				
f.	Shows patience, fairness, and promptness in the evaluation and discussion of student work				
g.	Shows respect for and responsiveness to the needs of a diverse student population				
h.	Shows openness to the right of students to voice opinions and concerns appropriate to the class/worksite, and respect for students' rights as outlined in the Student Rights and Responsibilities Handbook				

Contract Criteria		Satisfactory	Needs Some Improvement	Needs Significant Improvement	NA or no evidence
i.	Maintains confidentiality				
j.	Maintains regular office hours at appropriate times				
k.	Meets course/work site objectives				
l.	Coordinates with other faculty regarding curriculum sequencing and/or provision of student services when needed				
m.	Shows currency and depth of knowledge of information relevant to the observed class or job assignment				
n.	Shows currency and depth of knowledge in pedagogy relevant to the observed class or job assignment				

If the class you are observing involves online instruction, whether hybrid, fully online, synchronous or asynchronous, rate the faculty member on the following additional criteria:

o.	Initiates regular interaction with students to determine if they are accessing and comprehending course materials				
p.	Is available for at least the same number of instructor contact hours per week that would be available for face-to-face students				
q.	Provides students with clear guidelines for instructor-initiated contact and instructor feedback				
r.	Uses appropriate and varied resources to initiate and maintain contact with students, such as discussion boards, email, announcements in the learning management system, timely feedback for student work, instructor-prepared online lectures, and instructor-prepared introductions to publisher-created materials				

In your opinion, where does the faculty member excel in their work with students? Give examples:

(fillable text box)

In your opinion, where does the faculty member need improvement in his or her work with students? Give examples and any ideas and recommendations you may have:

(fillable text box)

Meet with the evaluatee within 10 business days to discuss the results of your observation before submitting it to the appropriate administrator.

Meeting date _____

Peer Observer/Evaluator Signature

Evaluatee signature

Note that signing this form only acknowledges meeting with the observer and discussing the results. It does not signify agreement with its contents.

Appendix J.8

Student Evaluation of Academic Specialist/Counselor

Name _____ Date _____

Please indicate your appraisal of the academic specialist/counselor's performance in your interactions with them by drawing a circle around the number that most closely expresses your view. The purpose of the process is to improve the academic specialist/counselor's effectiveness. Your fair and honest opinion is what really counts. **Do not sign your name to this sheet.**

I saw the academic specialist/counselor by: appointment _____ drop-in _____ (check one)

Rate your academic specialist/counselor in each of the following categories:	Excellent	Good	Acceptable	Below Average	Poor	Does Not Apply
1. a. My appointment was obtained within a reasonable amount of time.	5	4	3	2	1	X
b. The academic specialist/counselor was on time for the appointment.	5	4	3	2	1	X
c. Effective use was made of the appointment time.	5	4	3	2	1	X
2. a. I was able to see the academic specialist/counselor within a reasonable amount of time.	5	4	3	2	1	X
b. The time allotted was sufficient.	5	4	3	2	1	X
c. Good use was made of the time.	5	4	3	2	1	X
The academic specialist/counselor:						
3. Was prepared with/or had access to materials and information appropriate to the service.	5	4	3	2	1	X
4. Made me feel comfortable in seeking assistance.	5	4	3	2	1	X
5. Understood my request and was helpful.	5	4	3	2	1	X
6. Was able to communicate clearly.	5	4	3	2	1	X
7. Seemed genuinely interested in helping me.	5	4	3	2	1	X
8. Assisted me where appropriate in making decisions.	5	4	3	2	1	X
9. Made accurate referrals to other sources of information (where appropriate).	5	4	3	2	1	X

My overall evaluation of this academic specialist/counselor is:

Excellent Good Acceptable Below Average Poor

(over)

11. Describe the strengths of the academic specialist/counselor; please be specific and give examples.

12. What could the academic specialist/counselor do to improve their effectiveness? _____

13. Would you recommend this academic specialist/counselor to other students and would you utilize their services again? Why or why not?

14. If you have any additional comments regarding any categories listed from Page 1, please elaborate below.

Appendix J.9

Student Evaluation of Librarian

Librarian Name _____ Date _____

Please indicate your appraisal of the librarian's performance by drawing a circle around the number that most closely expresses your view. The purpose of the process is to improve the librarian's effectiveness. Your fair and honest opinion is what really counts. **Do not sign your name to this sheet.**

Rate the librarian in each of the following categories:	Excellent	Good	Acceptable	Below Average	Poor	Does Not Apply
The librarian:						
1. Was knowledgeable regarding appropriate information resources.	5	4	3	2	1	X
2. Made me feel comfortable in seeking assistance.	5	4	3	2	1	X
3. Understood my request.	5	4	3	2	1	X
4. Communicated clearly.	5	4	3	2	1	X
5. Was genuinely interested in helping me.	5	4	3	2	1	X
6. Was effective in teaching me how to use library resources.	5	4	3	2	1	X
7. Made appropriate referrals to additional information resources.	5	4	3	2	1	X
8. Was someone I would recommend to other students.	5	4	3	2	1	X
9. My overall evaluation of this librarian is:	5	4	3	2	1	X

10. Describe the strengths of the librarian; please be specific and give examples.

11. What could the librarian do to improve their effectiveness?

12. If you have any additional comments regarding any categories listed above, please be specific and give examples.

Appendix J.10 Student Evaluation of Online Instructor

1. Instructor's Name _____ Date _____

2. Course Title _____

One of the major responsibilities of the college-is to promote high teaching standards among its faculty. Please take the time to evaluate the instructor of this course.

Evaluate the instructor by responding to the following questions. Please be thoughtful and candid in your responses. Be assured that you will remain anonymous in this process and that your answers will be given the highest consideration. They will be forwarded to your instructor at the end of the semester after grades have been submitted. **Do not put your name on this survey.**

About the Course *Check answer*

- | | |
|--|--|
| <p>3. Is there a required text or software for your course?
yes <input type="checkbox"/> no <input type="checkbox"/></p> <p>4. Is there a website for your course?
yes <input type="checkbox"/> no <input type="checkbox"/></p> <p>5. How often do you use the online materials?
<input type="checkbox"/> Daily <input type="checkbox"/> 3 times/wk <input type="checkbox"/> 2 times/wk <input type="checkbox"/> 1 time/week or less</p> <p>6. Are the computer system requirements for the course clearly stated?
<input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>7. Is the instructor contact information clearly posted?
<input type="checkbox"/> yes <input type="checkbox"/> no</p> | <p>8. Which of the following methods of contact between the instructor and students are regularly used in this course? <i>Check all that apply.</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> Announcements/Bulletin Boards <input type="checkbox"/> Chat rooms <input type="checkbox"/> Discussion boards <input type="checkbox"/> Email communication <input type="checkbox"/> Teleconferencing <input type="checkbox"/> Telephone conversations <input type="checkbox"/> Voice mail <input type="checkbox"/> Correspondence by postal mail <input type="checkbox"/> Office hours <input type="checkbox"/> Scheduled face-to-face meetings <input type="checkbox"/> Field trips <input type="checkbox"/> Study and/or review sessions <input type="checkbox"/> Other _____ (describe) |
|--|--|

9. Rate your Online Instructor in each of the following categories:	Excellent	Good	Acceptable	Below Average	Poor
A. Instructional materials such as web pages, texts and software are appropriate and useful.	5	4	3	2	1
B. Course objectives and grading policies are specifically stated and clearly explained in course materials.	5	4	3	2	1
C. Amount and types of assigned course work are appropriate.	5	4	3	2	1
D. Course content is well organized.	5	4	3	2	1
E. Methods of evaluation are clearly written and related to subject matter. (For example: tests, projects, writing assignments, and portfolios)	5	4	3	2	1
F. Grading is fair and impartial.	5	4	3	2	1
G. During contact with your instructor, they demonstrate an enthusiasm for the subject.	5	4	3	2	1
H. During contact with your instructor, they are knowledgeable and prepared.	5	4	3	2	1
I. In contacts with your instructor, they encourage your interest, participation, and intellectual effort.	5	4	3	2	1
J. The instructor communicates clearly.	5	4	3	2	1
K. The instructor is accessible for individual communication.	5	4	3	2	1
L. The instructor demonstrates respect and concern towards students, including respectful consideration of any accommodations, special needs, or special requests, if asked.	5	4	3	2	1
M. Returns graded assignments in reasonable time with helpful comments	5	4	3	2	1
N. My overall evaluation of this instructor is:	5	4	3	2	1

(over)

Comments:

10. Describe the strengths of the instructor; please be specific and give examples.

11. What could the instructor do to improve their effectiveness or teaching skills?

12. Would you recommend this instructor to other students and would you take another distance education class from this instructor? Why or why not?

Appendix J.11

Evaluation Team Classroom Observation/Evaluation for Children's Center Teachers

Instructor Name: _____ Date: _____ Hour: _____

Criteria referenced on the reverse side should be considered.

OBSERVATIONS

Class/Activity: _____ Number of students in attendance: _____

The following material is intended to be included in the final evaluation and may reflect information summarized from other course materials and student evaluations, respecting confidentiality.

Commendations

Recommendations

Signature of Observer/Evaluator: _____ Date: _____

Date of meeting with evaluatee (within two weeks of classroom visit): _____

Evaluation Team Classroom Observation/Evaluation for Children's Center Teachers Criteria

In addition to the Criteria in the CCFT Contract, Article 17, the following criteria should be considered:

1. How well are the classroom activities and environments planned and organized? Do they reflect the needs of the children, families, and adult students? Is there an appropriate balance of structure and flexibility in classroom routines and plans?
2. Does the teacher provide clear information and direction to children, families, and adult students?
3. How would you judge the teacher's knowledge of and ability to apply child development principles?
4. Do you believe the teacher encourages relevant involvement from children, families, and adult students?
5. How would you describe the relationships of children, families, and adult students to the teacher?

Appendix J.12

Student Evaluation of Children's Center Teacher

Children's Center Teacher's Name _____ Date _____

Please indicate your appraisal of this teacher's performance by drawing a circle around the number that most closely expresses your view. The purpose of this process is to improve the teacher's effectiveness. These forms will not be available to the teacher until after grades for the class have been turned in. Your fair and honest opinion is what really counts. **Do not sign your name to this sheet.**

Rate your teacher in each of the following categories:	Excellent	Good	Acceptable	Below Average	Poor	Does Not Apply
1. Provides a warm and welcoming classroom for me, for children, and for families	5	4	3	2	1	X
2. Prepares stimulating materials, projects, and classroom environments	5	4	3	2	1	X
3. Uses a variety of teaching and discipline techniques that are appropriate for the ages of the children	5	4	3	2	1	X
4. Makes me feel comfortable in seeking assistance, listens to my requests, and responds with respect and concern	5	4	3	2	1	X
5. Communicates information, directions, and expectations clearly and effectively	5	4	3	2	1	X
6. Encourages my participation in the classroom and other school programs	5	4	3	2	1	X
7. Helps me understand children's behavior, and the positive ways to assist and respond to children	5	4	3	2	1	X
8. Gives me helpful feedback	5	4	3	2	1	X
9. Models professional behavior	5	4	3	2	1	X
10. Displays enthusiasm for teaching	5	4	3	2	1	X
11. Has a good attendance record	5	4	3	2	1	X

My overall evaluation of this instructor is:

Excellent Good Acceptable Below Average Poor

(over)

Comments (please use additional sheets if necessary):

12. Describe the strengths of the teacher; try to be specific and give examples.

13. What suggestions for improvement would you make for this teacher?

14. Would you recommend this teacher to others?

15. Any additional comments?

Appendix J.13

Family Evaluation of Children's Center Teacher

Children's Center Teacher's Name _____ Date _____

Please indicate your appraisal of this teacher's performance by drawing a circle around the number that most closely expresses your view. The purpose of this process is to improve the teacher's effectiveness. Your fair and honest opinion is what really counts. **Do not sign your name to this sheet.**

Rate your teacher in each of the following categories:	Excellent	Good	Acceptable	Below Average	Poor	Does Not Apply
1. Provides a warm and welcoming classroom for my family and others.	5	4	3	2	1	X
2. Is aware of and tries to meet my child's needs and interests by preparing stimulating materials, projects, and classroom environments	5	4	3	2	1	X
3. Uses a variety of teaching and discipline techniques that are appropriate for my child	5	4	3	2	1	X
4. Makes me feel comfortable in seeking assistance, listens to my requests, and responds with respect and concern	5	4	3	2	1	X
5. Communicates information, directions, and expectations clearly and effectively	5	4	3	2	1	X
6. Encourages my participation in the classroom and other school programs	5	4	3	2	1	X
7. Helps me understand my child's behavior, and the positive ways to assist and respond to it	5	4	3	2	1	X
8. Gives me helpful feedback about my child's behavior and activities	5	4	3	2	1	X
9. Models professional behavior	5	4	3	2	1	X
10. Displays enthusiasm for teaching	5	4	3	2	1	X
11. Has a good attendance record	5	4	3	2	1	X

My overall evaluation of this instructor is:

Excellent Good Acceptable Below Average Poor

(over)

Comments (please use additional sheets if necessary):

12. Describe the strengths of the teacher; try to be specific and give examples.

13. What suggestions for improvement would you make for this teacher?

14. Would you recommend this teacher to others?

15. Any additional comments?

Appendix J.14 Faculty Evaluation of Department Chair/Academic Specialist Director

To be returned anonymously and handled confidentially

To be distributed by appropriate administrator to all department faculty during the semester of the Department Chair/Academic Specialist Director's evaluation (See Article 17.4.1). Please return to the appropriate administrator by _____.

Department Chair/Academic Specialist Director _____ Division _____ Date _____

Instructions: Please take some time to evaluate the performance of your Department Chair/Academic Specialist Director. A summary of the peer evaluations, excluding personally identifiable information, will be given to the Department Chair/Academic Specialist Director at the end of the evaluation process.

Please circle one: Contract/Regular Associate

Rate your Department Chair/Academic Specialist Director in each of the following categories:	Excellent	Good	Acceptable	Below Average	Poor	Does Not Apply
1. Works with department faculty to promote continuous improvement of the quality of instruction	5	4	3	2	1	X
2. Coordinates efforts to meet department responsibilities within the Division or program	5	4	3	2	1	X
3. Possesses and uses good communication skills with individuals, taking time to meet one-on-one to promote rapport and trust	5	4	3	2	1	X
4. Performs assigned duties and responsibilities as agreed upon with the appropriate administrator	5	4	3	2	1	X
5. Performs appropriate record-keeping, correspondence, coordination, and reporting	5	4	3	2	1	X
6. Demonstrates fairness, collaboration and responsiveness to department faculty and department needs	5	4	3	2	1	X
7. Complies with college policies and procedures	5	4	3	2	1	X
8. Coordinates and/or provides mentoring for new faculty and associate faculty	5	4	3	2	1	X
9. Involves the department faculty to identify staffing needs, make recommendations, and process search and selection efforts when needed	5	4	3	2	1	X
10. Involves the department faculty to assess program budget needs and make recommendations and coordinates with Division Office and department support staff to process budget matters	5	4	3	2	1	X
11. Provides effective and efficient coordination of financial resources in consultation with supervisor	5	4	3	2	1	X
12. Coordinates efforts of department faculty to revise, create and implement program curriculum as identified in Instructional Planning documents according to established deadlines	5	4	3	2	1	X
13. Coordinates scheduling and catalog development efforts with department faculty according to established deadlines	5	4	3	2	1	X
14. Provides leadership for the department's planning process, accreditation and other reports as needed; coordinates department faculty efforts and guides the completion of the report according to established deadlines	5	4	3	2	1	X
15. Works with department faculty, support staff and college operations to promote efficient use of facilities	5	4	3	2	1	X
16. Coordinates efforts to organize, publicize and present department-related performances/public events	5	4	3	2	1	X
17. Demonstrates skill at developing collaboration amongst the department and/or Division, creating a team environment.	5	4	3	2	1	X

My overall evaluation of this Program Chair/Academic Specialist Director is:

Excellent Good Acceptable Below Average Poor

Please write additional comments on reverse side.

Appendix J.15
Administrator's Final Evaluation of Faculty

Name _____ Dept./Division _____ Year/Semester _____

This form responds to the faculty member's self-evaluation and includes information gathered by the administrator, including peer observations, student evaluations, and any documented recommendations, commendations, and complaints since the previous evaluation.

1. Professional Growth and Development (Section 17.3.1)

a. Comments on the faculty member's previously set job-related goals as specified in previous evaluations, if applicable, and evidence of working toward them.

(fillable text box)

b. Comments on the faculty member's professional activities that enhance their teaching:

(fillable text box)

2. Performance with Students (Section 17.3.2)

Notes, recommendations, and commendations on the faculty member's performance with students:

(fillable text box)

3. Performance of Professional Responsibilities (Section 17.3.3)

a. Does the instructor complete and submit required paperwork, such as grade and census reports, flex forms, and SLO class assessments, in a timely manner?

___ Satisfactory ___ Needs improvement

b. *For contract, temporary contract, and regular faculty:* Does the faculty member participate in department and division activities, college governance, student support activities, and/or other campus activities?

___ Satisfactory ___ Needs improvement

Notes, recommendations, and commendations on the faculty member's performance of professional responsibilities:

(fillable text box)

4. Professional Conduct (Section 17.3.4)

Does the faculty member meet the contract criteria on professional conduct?

Satisfactory Needs improvement

Notes, recommendations, and commendations on the faculty member's professional conduct:

(fillable text box)

Overall evaluation rating:

- Exceeds contract requirements
- Meets contract requirements
- Needs some improvement
- Requires significant improvement.

Recommendations:

- Division re-evaluation
- Administrative re-evaluation
- Remediation plan (attach copy of plan)
- Reduced assignment (associates only)
- Loss of reemployment preference (associates only, see Section 16.8.5))
- Non-reemployment

Tenure and reemployment preference recommendations

- Not applicable
- Recommended for tenure (for tenure track contract faculty in the 7th semester)
- Recommended for reemployment preference (for associates in the 7th semester)

Administrator's Signature _____ Date _____

Team Member Signatures: _____ Date _____

_____ Date _____

Evaluatee's Signature _____ Date _____

Signature by the person being evaluated only acknowledges that they have reviewed this document. It does not mean or imply agreement with its contents. Tenure and tenure-track faculty may submit a written response within 6 working days. Associate faculty may submit a written response within 20 working days.

Evaluatee's Written Response Attached

For Department Chairs/Academic Specialist Directors: Evaluation on DC/ASD criteria (Section 17.3.5) is attached

Administrator's Final Evaluation of Department Chair/Academic Specialist Director, based on the following criteria from Section 17.3.5:

- a) Performs assigned duties and responsibilities as described in the Job Description (Appendix AA) and as agreed upon with the appropriate administrator;
- b) Performs appropriate recordkeeping, correspondence, coordination and reporting;
- c) Demonstrates fairness, collaboration, and responsiveness to program faculty and program needs; and
- d) Complies with college policies and procedures, including program specific requirements.

Does the faculty member meet the contract criteria on professional conduct?

____ Satisfactory ____ Needs improvement

Notes, recommendations, and commendations on the faculty member's performance as Department Chair/Academic Specialist Director:

(fillable text box)

APPENDIX J.16

TO: *(Associate being evaluated)*

FROM: *(Division Administrator)*

DATE: *(no later than end of 5th week of semester)*

RE: Your Evaluation

The evaluation process includes a class observation. I have asked _____ to serve as your in-class evaluator. S/he will contact you and arrange for a class visit at a mutually convenient time. Your evaluator will need about 10 minutes of class time at the end of the hour or just before a break, to distribute and collect student evaluations. **All classroom visits should occur PRIOR TO _____** *(insert date—suggest about end of 11th week)* **and you should be given at least one week's notice. Your in-class evaluator will contact you and discuss their observations within two weeks of the classroom observation. So, please let your in-class evaluator know how to best contact you and when you would be available for this discussion.**

You have the option of requesting that a second evaluator, in addition to the one listed above, participate in your evaluation, including making a separate classroom observation. If you wish to add a second faculty member to your evaluation process, please note the name of your choice here _____, and return this form to me by _____ *(recommend one week past above date)*. Please note that a second evaluator is an option, not a requirement.

Please complete the attached self-evaluation form and return it to me by _____ *(insert date about end of 8th week)*. I have also attached a copy of the evaluation criteria found in the CCFT contract. Please read this carefully. If you have any questions, contact me at _____ *(insert administrator's phone number)*.

As the division administrator, I am responsible for writing your final evaluation. I will carefully consider the report(s) provided to me by your in-class evaluator(s), the student evaluations, and your self-evaluation as well as any other information that is pertinent. When your final evaluation is completed, just prior to the end of the semester, I will contact you and ask you to meet with me to discuss this report. A copy of this final evaluation and the student evaluations will be returned to you after grades are submitted.

(attach a copy of CCFT Contract Evaluation Criteria Article 17.3)

Fall 2022

Board Approved 05/10/21, Amended Board Approved 08/02/21

July 2022							July	
S	M	T	W	TH	F	S		
					1	2	4	July 4th Holiday Observed
3	4	5	6	7	8	9		Summer 2022
10	11	12	13	14	15	16		4-week session: 06/13 - 07/09
17	18	19	20	21	22	23		6-week session: 06/13 - 07/23
24	25	26	27	28	29	30		8-week session: 06/13 - 08/06
31								
August 2022							August	
S	M	T	W	TH	F	S		
	1	2	3	4	5	6		
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		
21	22	23	24	25	26	27	22-26	Flex Week: 8/22-8/26 (Fall Semester Begins)
28	29	30	31				29	First Day of Classes - Fall Semester
September 2022							September	
S	M	T	W	TH	F	S		
				1	2	3		
4	5	6	7	8	9	10	5	Labor Day Holiday Observed
11	12	13	14	15	16	17		
18	19	20	21	22	23	24		
25	26	27	28	29	30			
October 2022							October	
S	M	T	W	TH	F	S		
						1		
2	3	4	5	6	7	8		
9	10	11	12	13	14	15		
16	17	18	19	20	21	22		
23	24	25	26	27	28	29		
30	31							
November 2022							November	
S	M	T	W	TH	F	S		
		1	2	3	4	5		
6	7	8	9	10	11	12	11	Veterans Day Holiday Observed
13	14	15	16	17	18	19		
20	21	22	23	24	25	26	24	Thanksgiving Holiday
27	28	29	30				25	Board Holiday: College closed
December 2022							December	
S	M	T	W	TH	F	S		
				1	2	3		
4	5	6	7	8	9	10	12-17	Final Exams
11	12	13	14	15	16	17	17	End of Fall Semester
18	19	20	21	22	23	24	23	Holiday in lieu of Admissions Day (Ed Code § 88205.5)
25	26	27	28	29	30	31	26	Winter Holiday Observed
							27-30	Board Holidays: College closed (4 days)

Spring 2023

<p style="text-align: center;">January 2023</p> <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>TH</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> </tr> <tr> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> <td>13</td> <td>14</td> </tr> <tr> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> <td>20</td> <td>21</td> </tr> <tr> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> <td>27</td> <td>28</td> </tr> <tr> <td>29</td> <td>30</td> <td>31</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S	M	T	W	TH	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					<p style="text-align: center;">January</p> <p>2 New Year's Day Observed</p> <p>16 Martin Luther King Holiday Observed</p> <p>23-27 Flex Week: 1/23-1/27 (Spring Semester Begins)</p> <p>30 First Day of Classes - Spring Semester</p>							
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Fall 2023

Board Approved 6/13/22

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Spring 2024

Board Approved 6/13/22

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Book	Policies and Procedures
Section	Chapter 7 Human Resources
Title	Paid Family Leave
Number	7347 Procedure
Status	Active
Legal	Unemployment Insurance Code Sections 3300 – 3303
Adopted	October 3, 1994

An employee should contact his/her supervisor or the Human Resources office as soon as he/she becomes aware of the need for a family and medical leave. Supervisors should gather sufficient information to enable him/her to ascertain whether an employee may be entitled to family and medical leave, even if the employee does not specifically request such leave. Supervisors must refer all employees requesting or potentially entitled to a family and medical leave to the Human Resources office.

Definitions

1. Child: A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 or an adult dependent child.
2. Parent: A biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
3. Spouse: A husband or wife as defined under California law. (Note: "common law marriage" is not recognized under California law.)
4. Serious Health Condition: An illness, injury, or impairment, or physical or mental condition that involves either (a) inpatient care in a hospital, hospice, or residential health care facility or (b) continuing treatment or continuing supervision by a health care provider.

Employee Eligibility

To be eligible for family and medical leave benefits, an employee must:

1. have worked for the District for a total of at least 12 months (need not be consecutive), and
2. have worked at least 1,250 hours during the 12 calendar months immediately preceding the date of the leave, except overtime exempt employees and full-time educators who are deemed to meet the 1250 hour requirement if they meet the 12 month requirement stated in (1) above, and
3. work at a location where at least 50 employees are employed by the District within 75 miles.

Allowable Reasons for Family and Medical Leave

Eligible employees may be granted family and medical leave for one or more of the following reasons:

1. for the birth of a child or placement of a child with the employee for adoption or foster care; or
2. to care for an immediate family member (spouse, child or parent) with a serious health condition; or
3. when the employee is unable to work because of his/her own serious health condition.

Leave Available

Eligible full-time employees may receive up to a total of 12 work weeks (60 work days) of unpaid leave during a rolling 12-month period. The maximum family and medical leave for an eligible part-time employee is prorated based on the percentage of full-time he/she works.

The rolling 12-month period will be counted backward from the date an employee uses any family and medical leave. The amount of family and medical leave available to an eligible employee will be 12 work weeks less any family and medical leave used during the rolling 12-month period.

If both spouses are employed by the District, the maximum family and medical leave available for the birth or placement of a child will be an aggregate of 12 work weeks for both spouses.

Under some circumstances, employees may take family and medical leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. Employees should contact the Human Resources department regarding their individual situation.

Pregnant employees may have the right to take a pregnancy disability leave in addition to a family and medical leave; such employees should contact the Human Resources department regarding their individual situation.

Notice and Certification

Employees seeking to use family and medical leave may be required to provide:

1. 30-day advance notice when the need for the leave is foreseeable;
2. when the need for family and medical leave is unforeseeable, normally five working days notice, and not less than one day's notice, unless the employee is able to demonstrate extraordinary circumstances, in which case no advance notice shall be required;
3. medical certification (prior to leave) of need for leave requested for reasons of "serious health condition" of self or immediate family member, and re-certification if additional leave is required;
4. medical certification (prior to reinstatement) of fitness-for-duty of employee returning from leave that was for employee's own serious health condition. The employee must be notified when leave is requested that a fitness-for-duty certification may be required prior to reinstatement.
5. periodic re-certification; and
6. periodic reports during the leave.

When leave is needed to care for an immediate family member or the employee's own serious health condition, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the District's operation.

When leave is requested for the birth or placement of a child, the leave must be initiated within one year of the birth or placement.

Compensation During Leave and Concurrent Use of Accrued Paid Leave

Family and medical leave is unpaid leave.

The District will require an employee to use accrued paid leave concurrently with the family and medical leave, as follows:

1. Employee will be required to use all accrued vacation leave, compensatory time, "Critical Illness of a Family Member" leave, and differential pay leave during the period of family and medical leave;
2. When family and medical leave is requested for an employee's own serious health condition, employee will be required to use all accrued sick leave and/or personal injury and illness leave during the period of family and medical leave;
3. When family and medical leave is requested to care for the serious health condition of an immediate family member or for birth or placement of a child, the employee may request to use his/her balance of accrued Personal Necessity Leave during the period of family and medical leave. The employee will not be allowed to use accrued sick leave and/or personal injury and illness leave (other than Personal Necessity Leave) for family and medical leave requested to care for the serious health condition of an immediate family member or for birth or placement of a child.
4. When an employee's industrial illness or injury meets the definition of a "serious health condition" in family and medical leave law, then an eligible employee must use paid disability leave under industrial accident and illness laws and regulations during the period of the family and medical leave.

The District will designate an employee's leave, paid or unpaid, as family or medical leave under the federal or state law, based on the information provided by the employee when leave is requested. If the District designates paid leave as family or medical leave, it must make this designation before the leave starts, or before an extension of leave is granted, and must immediately notify the employee of the designation.

The District will keep records on employee family and medical leaves that will enable verification of the leave taken, leave remaining, and other provisions of this policy.

Benefits During Leave

1. Group Health Benefits: The District will maintain group health insurance coverage for an employee on family and medical leave for up to a maximum of 12 work weeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work.

In some instances, the District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following family or medical leave.

Employees are entitled to new health plans or benefits, or changes, which occur during their leave, and the District will give notice of such changes. If premiums are raised or lowered, an employee on family and medical leave must pay new rates if paying a portion of premiums.

2. Other Benefits Requiring Premium Payments: For benefits other than group health benefits, an employee may elect to continue them during a family and medical leave by self-paying premiums.

3. Retirement Plans: With respect to retirement plans, the period of family and medical care leave is treated as continued service for purposes of vesting and eligibility to participate.

4. Longevity: For purposes of determining longevity, a family and medical care leave shall not constitute a break in service.

5. Accrual of Benefits: An employee on family and medical leave will continue to accrue benefits only during leave which is concurrently taken as accrued paid leave (vacation leave, comp time, Critical Illness of a Family Member leave, differential pay leave, sick leave). During leave without pay, no benefits will accrue.

Benefit Reinstatement

Employee benefits will be resumed following a family and medical leave in the same manner and at the same level as were provided by the District when the leave began, other than benefit changes which affected the entire work force.

If an employee chooses not to retain group health coverage or other employer-offered insurance policies during a family and medical leave, he/she is entitled to reinstatement with the same terms upon return, with no qualifying period, exams or exclusions.

An employee returns from a family and medical leave with no less seniority than when the leave commenced.

Job Reinstatement

Except for defined "key employees," an employee, upon return from family and medical leave, will be reinstated to his/her original job, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee is not entitled to any position other than that which he/she would have had if he/she had not taken leave. The District is allowed to deny return to work in a position which ceased to exist during the leave for legitimate business reasons.

"Key employees" are defined as salaried employees who are among the highest paid 10% of the employees of the District employed within 75 miles of the facility at which the employee works. Under certain conditions, the employer may refuse to reinstate key employees upon return from a family and medical leave.

Notice to Employees

The District will post a notice of family and medical leave provisions in areas accessible to employees. In addition, the District will provide detailed notice of specific expectations, obligations, and consequences of failure, to the employee when a family and medical leave is requested.

Unlawful Acts

It is unlawful for the District to interfere with, restrain, or deny the exercise of any right provided by state or federal law. It is also unlawful for the District to refuse to hire or to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceedings related to family and medical leave.

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SIDE LETTERS

Letter of Agreement Regarding Section 14.2
Between
Cabrillo Community College District
and the
Cabrillo College Federation of Teachers

Due to the core coverage requirements mandated by the Joint Power Authority (JPA) effective July 1, 2004, the District and CCFT have agreed that the following couples will receive the District-paid stipend during the length of their employment as defined below:

- Lawrence Banducci – 2 person stipend
- Consuelo Espana – family stipend
- Susan Brown – 2 person stipend
- Raymond Brown – family stipend
- James Durland – 2 person stipend
- Barbara Durland – family stipend
- Rosemary Brogan – family stipend
- Andre Neu – 2 person stipend
- Barbara Bloom – 2 person stipend
- Eva Acosta – 2 person stipend
- Cheryl Barkey – family stipend
- David Sullivan – 2 person stipend
- Arturo Cantu – family stipend
- Irma Gil – 2 person stipend
- Nancy Fetterman – 2 person stipend
- Terence Fetterman – single stipend
- Geneffa Jonker – 2 person stipend
- John Rothwell – 2 person stipend
- David Balogh – 2 person stipend

This side letter only includes those employees listed above based on current marital status and current number of enrolled dependents. Should a qualifying event occur, (i.e. birth, divorce, or overage dependent), which changes the benefit tier (i.e. family, two person, or single) the above noted stipends would no longer be applicable and the District would negotiate with CCFT as to the appropriate benefit level, which in any event would be no less than the same District paid insurance stipend as outlined in Section 14.2 of the CCFT contract.

This benefit is not extended to any future married couples or domestic partners. These employees would be provided the current District stipend based on the number of enrolled dependents as outlined in Section 14.2 of the CCFT contract.

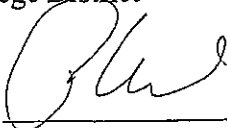
In addition, the above named employees are no longer eligible for any leftover fringe benefit.


Date: 10/15/04

Date: 10/15/04

For the Cabrillo Community
College District

For the Cabrillo College
Federation of Teachers

By: 

By: 

Side Letter of Agreement 2011-12.2

**Cabrillo Community College District (District)
and the
Cabrillo College Federation of Teachers (CCFT)**

Layoffs: Stroke Center

On May 2, 2011 the Governing Board approved the reduction of the Stroke Center faculty member teaching Independent Living Skills commencing with the 2011-12 academic year.

This Side Letter of Agreement satisfies Article 15 of the collective bargaining agreement which sets forth that CCFT and the District will bargain any impacts of a decision to layoff contract or regular faculty.

Jan Hiley, the only affected faculty member, shall be provided District paid medical coverage for the employee only in the low HMO plan for active employees. District paid coverage will be provided on a one-time basis for twelve months; September 1, 2011 through August 31, 2012.

In addition, Jan Hiley will be given "faculty emeritus" status which is defined to mean entitlement to:


- (a) staff parking without charge;
- (b) free admission to designated college-sponsored athletic events, concerts, or plays;
- (c) library privileges; and
- (d) upon request, email privileges and/or a mail folder in the mail room.

The parties agree that this agreement is not precedent setting and, further, their mutual expectations is that this level/duration/cost of effects of layoff will not be met in the future.

Date: 8/9/11

Date: 8/9/11

By: 
For Cabrillo Community College District

By: 
For Cabrillo College Federation of Teachers
(CCFT)

Side Letter of Agreement 2012-13.11

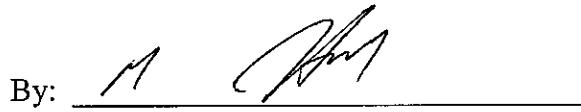
**Cabrillo Community College District (District)
and the
Cabrillo College Federation of Teachers (CCFT)**

Wendy Norris

As of July 1, 2013, section 11.2.2.14.2 limits contract/regular unit members to teach a maximum of sixty percent of their load online except under special circumstances and by mutual agreement. CCFT and the District agree that Wendy Norris is exempt from this section.

Date: 6/19/13 Date: 6/19/13

By: 
For Cabrillo Community College District

By: 
For Cabrillo College Federation of Teachers
(CCFT)

Side Letter of Agreement 2013-14.1

**Cabrillo Community College District
and the
Cabrillo College Federation of Teachers**

Article 11: Workload, Lab Hours

May 18, 1995

There are classes which require students to work in a computer lab as part of their instruction. When this laboratory work is offered in a teaching lab at a schedule time and place, the instructor of the class is compensated at .75 teaching unit per hour of lab.

When this instruction is accomplished in an open computing laboratory (to be arranged), the instructor usually is compensated at .5 teaching unit per hour. If this instructor also teaches the lecture portion of a computing class, s/he will be compensated at a rate of .75 teaching unit per hour for the number of "to be arranged" hours listed in the schedule a being associated with the lecture. The remainder of the hours assigned to the computing lab will be compensated at a rate of .5 teaching unit per hour.

There will be an increase of 9.625 units a semester assigned to the computing lab.

This agreement by the Cabrillo College District and the Cabrillo College Federation of Teachers will become effective for the fall semester of 1995 and will be incorporated in the workload article of the contract at its next printing.

August 13, 2001


This agreement terminated effective the end of the 2000-01 academic year, except for Gary Marcoccia and Jo-Ann Panzardi who are grandparented into this provision. There are no other exceptions.

May 16, 2013

The agreement is terminated at the end of the 2012-13 academic year, except for Gary Marcoccia who is grandparented into this provision. There are no other exceptions.

Date: 5/16/13 Date: 5/16/13

By: 
For Cabrillo Community College District

By: 
For Cabrillo College Federation of Teachers
(CCFT)

May 4, 2021
Memorandum of Understanding
Between
Cabrillo Community College District
and
Cabrillo College Federation of Teachers

This is a Memorandum of Understanding (“MOU” or “Agreement”) between the Cabrillo Community College District (“District” or “Cabrillo”) and the Cabrillo College Federation of Teachers (“CCFT”) collectively referred to as “the Parties” concerning the items set forth below.

Recitals

On March 5, 2020 Governor Newsom declared a California State of Emergency due to the COVID-19 outbreak, and on March 11, 2020 the World Health Organization officially declared the COVID-19 outbreak a pandemic. On March 13, 2020, the Health Officer of the County of Santa Cruz issued a Shelter-in-Place order through April 7, 2020. That date was extended many times, and the pandemic has persisted. The District prioritized the importance of maintaining safe facilities and operations for the benefit of the students, employees, and communities served by the District. In response to the COVID-19 pandemic and the District’s efforts to minimize further transmission, it became necessary in March of 2020 for employees to be reassigned to work from their homes or other locations and for faculty to transition to fully on-line instruction and student support services. The District and CCFT initially understood that this situation was to be temporary and in response to the fast changing and unforeseen events resulting from the COVID-19 pandemic. Now, over a year later, employees have continued to work from their homes or other locations, and we are still in the midst of the COVID-19 pandemic.

Agreements

1. *One-time payments for Full-time and Adjunct Faculty*

The District will make a one-time gross payment of either \$1,200.00 or \$2,400.00 (less required withholding for payroll taxes) for each member of the CCFT bargaining unit currently employed, as follows:

- a. Each faculty member who had an assignment for only the Fall of 2020 will receive \$1,200.00.
- b. Each faculty member who had an assignment for only the Spring of 2021 will receive \$1,200.00.
- c. Each faculty member who had an assignment for both the Fall of 2020 and the Spring of 2021 will receive a total of \$2,400.00.

The one-time payment is in consideration of the negative impacts of the COVID-19 pandemic and addressing changes in working conditions, including but not limited to increases in workload, changes in work location and space, and additional work-related and personal household expenses incurred by employees due to the COVID-19 pandemic and while working remotely for the period of July 1, 2020 through June 30, 2021 -- including but not limited to, increases in expenses associated with employee usage of personal utilities, internet/wifi, phone service, cell phone service, equipment/technology, supplies, and wellness/self-care as a result of changes in working conditions and working remotely.

Upon ratification of this Agreement by the Cabrillo Board of Trustees, the one-time payments would be paid out as taxable compensation on the CCFT employees' regular paycheck as soon as practicable, taking into consideration the extra workload imposed on the Business Office/Payroll Department to carry out all the steps necessary to make the payments. Most likely, the timing of payment would be on the May or June 2021 paycheck at the earliest, assuming ratification at the May 10, 2021 meeting of the Cabrillo Board of Trustees.

2. *Mitigating Pandemic Impacts on Adjunct Faculty Benefit Eligibility*

The District and CCFT agree to the following guidance regarding maintenance of adjunct faculty benefit eligibility for the 2021/2022 year and obtaining eligibility for the 2022/2023 year.

a. Overview

The COVID-19 pandemic and the subsequent transition to online classes negatively impacted class offerings during the 2020/2021 academic year. Under the CCFT Contract Section 14.4, adjunct instructors must maintain certain teaching loads to be eligible for and/or maintain eligibility for the District-paid benefit stipend for medical and dental insurance. The impact of the pandemic may cause some adjunct faculty members who were previously eligible for benefits to lose their eligibility. Others that were on the path towards eligibility may be forced to start the two-year initial eligibility process over. In the interest of maintaining benefits and not delaying benefits during a pandemic, the District and CCFT agree to the following for all adjunct faculty members.

b. Adjunct faculty members that were eligible for benefits during the 2020/2021 academic year

If an adjunct faculty member was eligible for benefits during the 2020/2021 academic year but did not teach sufficient units during the 2020/2021 academic year to maintain these benefits for the 2021/2022 academic year, the 2020/2021 year will not be held against them. They will retain their eligibility for the 2021/2022 academic year, so long as they remain a Cabrillo employee in good standing. Teaching units taught during the 2021/2022 academic year will then again be used as the basis for maintaining eligibility for the following year as described in section 14.4 of the CCFT Contract.

c. Adjunct faculty members that were moving towards eligibility

If an adjunct faculty member taught 15 or more teaching units during the interval of summer 2019 through spring 2020 as described in section 14.4.1 of the CCFT Contract but did not teach enough units during the interval of summer 2020 through spring 2021 to become eligible for benefits for the 2021/2022 academic year, the 2020/2021 year will not be held against them. They will not become eligible during the 2021/2022 academic year, but the units taught during the combination of summer 2019 through spring 2020 plus summer 2021 through spring 2022 will be used to determine eligibility for the 2022/2023 academic year. If eligibility is not obtained at that time, the initial eligibility process will start over as described in section 14.4 of the CCFT Contract.

3. No Precedent

The parties agree and understand that the terms of this MOU set no precedent nor have any bearing on the current CCFT Contract.

Date: May 5, 2021

For the District:

Angela R.
Hoyt




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R. Hoyt
Date: 2021.05.05
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Angela R. Hoyt, J.D.
Director of Human Resources & Labor Relations

For CCFT:

Tobin W.
Keller



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Date: 2021.05.05
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Tobin Keller
President, CCFT

Side Letter of Agreement 2020-21.14

Cabrillo Community College District (District) and the Cabrillo College Federation of Teachers (CCFT)

Salary Agreement Effective with the 2021-22 Academic Year

The District and CCFT agree to the changes below effective with the 2021-22 academic year:

Article 13 Salary: The following changes will be made for the 2021-22 academic year. (Appendices F.1-F.4 will be updated to reflect the salary changes.)

- 1) The current 2019-20 Contract Regular Faculty Salary Schedule (175 Day) will be modified in the following ways (see the attached Modified 2019-20 CR-175 Schedule):
 - a) Minor adjustments will be made to the schedule to improve consistency and fairness in the following ways:
 - i) The dollar-based steps in the schedules have become inconsistent due to years of compounding rounding errors. These will be corrected, maintaining the existing pattern and structure of the schedule. The corrections will take the average dollar value increase of the applicable steps and round that value up to the nearest 10 dollars, so that no steps decrease in size. Class 1 Step 1 will change from \$57,157 to \$57,160, and the dollar increases moving across Step 1 from Class 1 to Class 6 will change from an average of \$1,846.60 to \$1,850.
 - ii) Currently Step 2 is dollar-based and decreases by approximately \$20 per class moving from Class 1 to Class 6 across the schedule. This structure will be maintained by changing
\$2,176, \$2,160, \$2,139, \$2,116, \$2,099, \$2,077 in the current 2019-20 schedule to
\$2,180, \$2,160, \$2,140, \$2,120, \$2,100, \$2,080 in the modified 2019-20 schedule.
 - iii) Some dollar-based steps in Class 5 (Steps 11-15 and Steps 16-20) in the current 2019-20 schedule were inconsistent with their neighboring Classes 4 and 6. Steps 11-15 will be rounded down from an average dollar value per step of \$1,277.60 to \$1,275 to be midway between the corresponding values of \$1,000 and \$1,550 for Classes 4 and 6, respectively. Steps 16-20 will be changed from an average dollar value per step of \$969 to \$1,050 to be midway between the corresponding \$1,000 and \$1,100 for Classes 4 and 6, respectively.
 - b) Step 11 will be changed to a large dollar-based step (an increase of \$2,750 over the previous step) like Steps 3-10 above it. The steps below Step 11 will be moved down maintaining the 5-step per dollar amount pattern. The 3rd to last step (the last dollar-based step) will be removed from Classes 4-6 to keep the total number of steps the same (17, 22, and 27 steps, respectively). This is not necessary in Classes 1-3, because there were four zero-dollar value steps at the bottom of the current schedule in these columns.
 - c) Classes 3-6 end with a two percent-based steps (2% and 1%). Classes 1-3 end with a single percent-based step (1%). A 2% step will be inserted at Step 12 in Classes 1-3 to make them consistent with the other classes. The existing 1% step will be moved down to Step 13 (also a zero-dollar value step in the current schedule).

The estimated total cost to the District of the above changes to the Contract Regular Faculty Salary Schedule (175 Day), and the related Contract Regular Faculty Salary Schedule (185 Day), Adjunct Overload Faculty Salary Schedule, Adjunct Overload Academic Specialist Salary Schedule is \$413,142. The Children's Center Teacher Salary Schedule is not based on the Contract Regular Faculty Salary Schedule (175 Day) and therefore not affected by these changes.

- 2) Pro rata for the Adjunct Overload Faculty Salary Schedule will be increased by 1.00% (from 66.20% to 67.20%).

The estimated cost to the District for this change in pro rata is \$132,318.

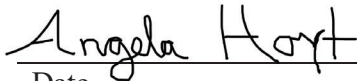
- 3) An ongoing percent-based salary increase (see Percent Increases below) for CCFT will be applied for 2021-22 to all schedules (see attached 2021-22 schedules).
 - a) The Modified 2019-20 Contract Regular Faculty Salary Schedule (175 Day) will be the new basis for itself and the other schedules that depend upon it.
 - i) 2021-22 Contract Regular Faculty Salary Schedule (175 Day):
Each cell in the Modified 2019-20 Contract Regular Faculty Salary Schedule (175 Day) will be multiplied by the sum of 1 + the percent increase. The resulting value will then be rounded to the nearest whole dollar.
 - ii) 2021-22 Contract Regular Faculty Salary Schedule (185 Day):
Each corresponding cell in the Modified 2019-20 Contract Regular Faculty Salary Schedule (175 Day) will be multiplied by 185/175 and the sum of 1 + the percent increase. The resulting value will then be rounded to the nearest whole dollar.
 - iii) 2021-22 Adjunct Overload Faculty Salary Schedule:
Each corresponding cell in the Modified 2019-20 Contract Regular Faculty Salary Schedule (175 Day) will be multiplied by 0.672 (pro rata) and the sum of 1 + the percent increase, and divided by 30 (per TU). The resulting value will then be rounded to the nearest whole dollar.
 - iv) 2021-22 Adjunct Overload Academic Specialist Salary Schedule:
Each corresponding cell in the Modified 2019-20 Contract Regular Faculty Salary Schedule (175 Day) will be multiplied by 0.800 (pro rata) and the sum of 1 + the percent increase, and divided by 30 (per TU). The resulting value will then be rounded to the nearest whole dollar.
 - v) Children's Center Teacher Salary Schedule:
Each cell in the 2019-20 Children's Center Teacher Salary Schedule will be multiplied by the sum of 1 + the percent increase. The resulting value will then be rounded to the nearest whole dollar.
 - b) The percent increase will also be applied to doctoral stipends and coaching stipends. The resulting values will then be rounded to the nearest whole dollar.

Percent increases: The percent increase will be the COLA provided to Community Colleges in the state budget + 0.23%.

Governor's May Revise: The current COLA of 4.05% results in a percent increase of 4.28%. This represents an ongoing cost to the District of \$1,353,532.

Legislative Budget: A proposed COLA of 5.07% results in a percent increase of 5.30%. This represents an ongoing cost to the District of \$1,676,103.

Timing: The District will exercise all reasonable efforts in light of payroll department current workload and staffing levels to implement the above compensation/salary schedule changes for faculty to be reflected in August 2021 paychecks. However, should the uncertainty in the final COLA delay payroll to the point where that is not possible, payroll will use the smaller percent increase of 4.28% for the August 2021 paycheck. If the final COLA is higher, the difference will be implemented at a later date as soon as is practicable, with a retroactive pay adjustment back to August 2021 paid retroactively as soon as is feasible.



Date

June 28, 2021

For Cabrillo Community College District

June 28th, 2021

Date



For Cabrillo College Federation of Teachers (CCFT)

**Modified Contract Regular Faculty Salary Schedule (175 Days)
2019-2020 Schedule with Proposed Modifications**


		Classes					
		1	2	3	4	5	6
		BA, or specific minimum qualifications in a discipline where minimum qualifications do not include a Master's degree	MA/MS or a Bachelor's plus 30 units	MA/MS plus 15 units or a Bachelor's plus 45 units	MA/MS plus 30 units or a Bachelor's plus 60 units	MA/MS plus 45 units or a Bachelor's plus 75 units	Doctorate Degree or MA/MS plus 60 units or a Bachelor's plus 90 units
Steps	1	57160	59010	60860	62710	64560	66410
	2	59340	61170	63000	64830	66660	68490
	3	62090	63920	65750	67580	69410	71240
	4	64840	66670	68500	70330	72160	73990
	5	67590	69420	71250	73080	74910	76740
	6	70340	72170	74000	75830	77660	79490
	7	73090	74920	76750	78580	80410	82240
	8	75840	77670	79500	81330	83160	84990
	9	78590	80420	82250	84080	85910	87740
	10	81340	83170	85000	86830	88660	90490
	11	84090	85920	87750	89580	91410	93240
	12	85772	87638	89505	90580	92685	94790
	13	86630	88514	90400	91580	93960	96340
	14	86630	88514	90400	92580	95235	97890
	15	86630	88514	90400	93580	96510	99440
	16				95452	97785	100990
	17				96407	98835	102090
	18					99885	103190
	19					100935	104290
	20					101985	105390
	21					104025	106490
	22					105065	107590
	23						108690
	24						109790
	25						110890
	26						113108
	27						114239
Doctorate Stipend:		3816					
Head Coach Stipend:		1351					

Side Letter of Agreement 2021-22.4


**Cabrillo Community College District (District)
and the
Cabrillo College Federation of Teachers (CCFT)**

Department Chair Compensation for 2022-23

While the District and CCFT continue to negotiate and study Department Chair Compensation (“DC Matrix”), the District and CCFT agree to base Department Chair Compensation (“DC Matrix”) for the 2022-23 academic year on the calculations for the 2020-21 academic year as reflected in the attached DC Matrix.

Date **Angela R.
Hoyt**  Digitally signed by Angela
R. Hoyt
Date: 2022.05.11
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For Cabrillo Community College District

Date **Tobin W.
Keller**  Digitally signed by Tobin
W. Keller
Date: 2022.05.11
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For Cabrillo College Federation of Teachers
(CCFT)

2021-22 Department Chair Compensation Matrix*

Annual Teaching Units

Division	PC Cluster	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL	Last Year
		Contract Faculty	Adjunct Faculty	Courses Catalog	Sections (Calendar Year)	Students (Calendar Year)	Majors Per Contract Faculty	Industry Advisory	Accreditation	Facilities Business	Performance	Budget & Ancillary (Fiscal Year)	Leadership		
NAS	Astro/Geol/Ocean	1.5	0.4	0.4	0.3	0.4	0.72	0.0	0.0	0.0	0.0	0.0	2.0	5.75	5.75
BELA	BARE	1.4	0.9	0.6	0.7	1.0	3.00	2.0	0.0	0.0	0.0	0.0	2.0	11.50	11.50
NAS	Biology	1.4	1.1	0.4	0.9	1.2	2.32	0.0	0.0	0.0	0.0	1.0	2.0	10.25	10.25
BELA	CABT	1.5	0.6	0.6	0.2	0.2	0.25	2.0	0.0	0.0	0.0	0.0	2.0	7.50	7.50
NAS	CEM	1.5	1.0	0.6	0.2	0.3	3.00	2.0	0.0	1.0	0.0	0.0	2.0	11.50	11.50
NAS	Chemistry	1.0	0.5	0.3	0.6	0.9	0.25	0.0	0.0	0.0	0.0	0.0	2.0	5.50	5.50
NAS	Comp Science/CIS	1.2	0.4	0.8	0.6	0.6	2.22	2.0	0.0	0.0	0.0	0.0	2.0	9.75	9.75
HASS	Culinary Arts	1.4	1.0	0.6	0.6	0.9	1.36	2.0	0.0	7.0	0.0	2.0	2.0	18.75	18.75
HASS	Cultural Studies	1.2	1.5	1.0	1.3	2.1	2.50	2.0	0.0	1.0	0.0	0.0	2.0	14.50	14.50
VAPA	Dance	1.5	0.9	0.7	0.6	0.3	2.44	0.0	0.0	0.0	1.0	1.0	2.0	10.50	10.50
HAWK	Dental Hygiene	1.4	1.5	0.7	0.3	0.3	0.98	2.0	3.0	5.0	0.0	1.0	2.0	18.00	18.00
VAPA	Digital Media	1.5	0.6	0.4	0.3	0.4	2.34	2.0	0.0	0.0	0.0	0.0	2.0	9.50	9.50
HASS	ECE	1.5	1.3	0.6	0.6	0.6	3.00	2.0	0.0	2.0	0.0	0.0	2.0	13.75	13.75
NAS	Engineering	1.2	1.0	0.4	0.2	0.3	3.00	0.0	0.0	0.0	0.0	0.0	2.0	8.00	8.00
BELA	English/Journalism	2.0	2.6	1.2	2.5	3.2	0.25	2.0	0.0	0.0	0.0	0.0	2.0	15.75	15.75
BELA	ESL	1.5	1.0	0.5	0.1	0.2	0.25	0.0	0.0	0.0	0.0	0.0	2.0	5.50	5.50
NAS	Etech/Weld	1.5	1.0	0.5	0.3	0.3	3.00	4.0	0.0	2.5	0.0	1.0	2.0	16.00	16.00
HASS	Global Studies	1.4	1.9	1.0	1.3	2.5	1.42	0.0	0.0	0.0	0.0	0.0	2.0	11.50	11.50
HAWK	Health Science	1.5	0.6	0.2	0.3	0.5	3.00	0.0	0.0	0.0	0.0	0.0	2.0	8.00	8.00
NAS	Horticulture	1.5	0.5	0.5	0.2	0.3	3.00	2.0	0.0	5.0	0.0	1.5	2.0	16.50	16.50
NAS	Mathematics	2.0	2.0	1.0	2.5	3.9	0.25	0.0	0.0	0.0	0.0	0.0	2.0	13.50	13.50
HAWK	Medical Assist	1.5	0.7	0.3	0.4	0.6	2.96	2.0	3.0	2.5	0.0	0.0	2.0	16.00	16.00
VAPA	Music/MTRA	1.0	1.6	2.1	1.4	1.5	2.46	2.0	0.0	0.0	2.0	2.0	2.0	18.00	18.00
VAPA	Photography	1.5	0.8	0.5	0.3	0.4	3.00	0.0	0.0	0.0	0.0	0.0	2.0	8.50	8.50
NAS	Physics	1.4	0.3	0.2	0.3	0.4	0.25	0.0	0.0	0.0	0.0	0.0	2.0	5.00	5.00
HASS	Public Safety	1.5	0.9	0.6	0.3	0.7	3.00	4.0	0.0	0.0	0.0	0.0	2.0	13.00	13.00
HAWK	Radiologic Tech	1.5	1.3	0.8	0.4	0.2	2.20	2.0	3.0	1.0	0.0	0.0	2.0	14.50	14.50
BELA	Reading	1.5	0.4	0.2	0.0	0.0	0.25	0.0	0.0	0.0	0.0	0.0	2.0	4.50	4.50
HASS	SPECS	2.0	1.2	0.8	1.8	3.4	1.72	0.0	0.0	0.0	0.0	0.0	2.0	12.75	12.75
VAPA	Studio Arts	1.0	2.1	1.4	0.9	1.1	2.44	0.0	0.0	0.0	0.0	0.0	2.0	11.00	11.00
VAPA	Theater Arts	1.5	0.4	0.5	0.4	0.2	1.62	0.0	0.0	0.0	2.0	2.5	2.0	11.00	11.00
BELA	World Languages	1.4	1.8	0.5	0.8	1.0	2.22	0.0	0.0	0.0	0.0	0.0	2.0	9.75	9.75
		46.4	33.8	20.4	21.4	29.7	60.67	36.0	9.0	27.0	5.0	12.0	64.0	365.50	365.50

*in light of the unprecedented impacts of COVID-19 and the CZU Lightning Complex Fires on enrollment and course offerings, Department Chair Compensation for the 2021-22 academic year is based on the data and calculations for the 2020-21 academic year.

Side Letter of Agreement 2021-22.9

Cabrillo Community College District (District) and the Cabrillo College Federation of Teachers (CCFT)

Section 13.2- Initial Salary Placement

The District and CCFT agree to the changes in Section 13.2 [Initial Salary Placement] effective beginning upon ratification of this Side Letter and for a period of two years thereafter. The District and CCFT agree to renegotiate and/or incorporate these changes into the contract at the conclusion of the two-year period.

13.2 Initial Salary Placement

13.2.1 Effective beginning for the Fall 2018 semester, step placement shall be based on teaching and occupational work experience. experience in district teaching service rendered and credit for out of district teaching experience granted at the time of initial employment and applicable work experience directly related to the teaching assignment granted at the time of initial employment.

13.2.2 Occupational experience directly related to the unit member's teaching assignment in the District will be credited as follows: for each two (2) years of previous related occupational experience, one (1) step advancement for each two (2) years of previous related occupational experience will be granted to the maximum credit as defined within Section 13.2.3. The experience must be beyond the occupational experience needed to satisfy the minimum qualifications.

13.2.2.1 Unit members may submit verification of their self-employed status for salary placement purposes. Copies of IRS tax records must be provided for each year. If tax records are not available, other documentation will be evaluated on its merit.

13.2.3 Unit members hired as a Contract/Regular employee shall receive one (1) step advancement for each year of teaching experience or other educational services such as a counselor, or librarian, provided each year of experience teaching was on a full-time basis for seventy-five percent (75%) or more of an academic year. The maximum credit a unit member may initially receive is eight (8) years, placed at Step 9. Effective 2007-08, if a contract employee has taught the previous year at Cabrillo College with a seventy-five percent (75%) or more temporary contract at the maximum initial step on the salary schedule, the unit member will receive one (1) additional step advancement beyond the initial maximum salary placement.

~~13.2.3~~ 13.2.4 Adjunct unit members shall receive one (1) step advancement on the adjunct salary schedule for each two (2) semesters of teaching experience to a maximum of eight (8) years to be placed at ~~the ninth (9)-s~~ Step 9.

~~13.2.4~~ 13.2.5 Credit for active, full-time military service will be granted on the basis of one step for twelve (12) to twenty-three (23) months duty time and two (2) steps for twenty-four (24) or more month's duty time, towards the maximum credit as defined within Section 13.2.3.

~~13.2.5~~ 13.2.6 Unit members with no previous experience will be placed at Step 1.

~~13.2.6~~ 13.2.7 All new contract, regular and adjunct unit members will be

Side Letter of Agreement 2021-22.10

**Cabrillo Community College District (District)
and the
Cabrillo College Federation of Teachers (CCFT)**

Article 17 Evaluations and Tenure

The parties acknowledge a shared interest in updating Article 17 Evaluation and Tenure to incorporate diversity, equity, inclusion, and accessibility standards for annual evaluations for all faculty and tenure considerations for contract faculty, as per the May 2022 regulatory changes to various sections of Title 5 of the California Code of Regulations (as recently approved by the California Community Colleges Chancellor's Office Board of Governors). Accordingly, the parties agree to form a joint labor/management working task force that will meet regularly, collaborate, and develop proposed revisions to Article 17 over the course of the 22/23 academic year, with a final proposal(s) available for bargaining no later than March 1, 2023.

Date
**Angela R.
Hoyt**
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R. Hoyt
Date: 2022.06.01
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For Cabrillo Community College
District

Date
**Tobin W.
Keller**
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W. Keller
Date: 2022.06.06
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For Cabrillo College Federation of
Teachers (CCFT)

Side Letter of Agreement 2021-22.11

Cabrillo Community College District (District) and the Cabrillo College Federation of Teachers (CCFT)

The Sports Medicine Certificate is a specialty program that requires a specific healthcare professional and related coursework. Only a Certified Athletic Trainer meets the minimum qualifications required for these courses. The two Manager, Athletic Trainer (MAT) positions are required to be Certified Athletic Trainers. These positions work as manager athletic trainers for the District athletic teams and programs, and they provide instruction and clinical oversight/experience for students seeking the Sports Medicine Certificate. Therefore, the District and CCFT hereby agree to the following:

The two MAT positions will be permitted to provide instruction for courses within the Kinesiology Department that are part of the Sports Medicine Certificate program. These classes include: KIN 10A (Athletic Injury Prevention), KIN 10B (Treatment and Rehabilitation of Athletic Injuries), KIN 10AL, BL, CL and DL (Clinical Experience in Sports Medicine), and KIN 13 (First Aid and CPR).

The MAT incumbent(s) will not be part of the CCFT bargaining unit and will not be compensated separately for providing instruction for the above-referenced Kin courses.

Justification:

- The information taught in the lecture courses directly transfers over to the clinical experience courses;
- Clinical experience course curriculum requires students to work under the direct supervision of a Certified Athletic Trainer;
- Course Objectives and CSLO's for KIN 10A and KIN 10B cannot be met under the instruction of an instructor that is not certified in Athletic Training; and
- As healthcare providers, Certified Athletic Trainers have Basic Life Support/CPR and First Aid certification that provides them the expertise to teach KIN 13.

Date
**Angela R.
Hoyt**

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Date: 2022.06.08
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For Cabrillo Community College
District

Date
**Tobin W.
Keller**

Digitally signed by Tobin W. Keller
Date: 2022.06.07
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For Cabrillo College Federation of
Teachers (CCFT)

Side Letter of Agreement 2021-22.13

**Cabrillo Community College District (District)
and the
Cabrillo College Federation of Teachers (CCFT)
Shared Interest in Negotiating Associate Faculty**

Health & Welfare Benefits

The District and CCFT agree to the following:

The parties acknowledge a shared interest in negotiating Cabrillo College's associate faculty health & welfare benefits eligibility and coverage, currently reflected in sections 14.4 through 14.6 of the Contract between the District and CCFT, with the intent that any negotiated changes would allow for expanded access to health & welfare benefits for eligible associate faculty.

The parties acknowledge there is expected to be new ongoing state funding coming through the California Community Colleges Chancellors Office to community college districts for associate faculty health & welfare benefits cost reimbursement. The parties agree that is in the best interest of the District and associate faculty to capitalize to the extent possible on receiving funding to help cover the cost of associate faculty health & welfare benefits. There is also expected legislation that may specify eligibility for that funding and the conditions under which it may be paid over to individual districts. The details of this expected legislation are currently unknown. The parties recognize, however, if and when enacted, this new legislation may serve as an appropriate framework for the District and CCFT to consider during further negotiations regarding associate faculty health & welfare benefits eligibility requirements, maintenance requirements, and district contribution/stipend amounts.

The parties will continue negotiations on these matters through the Summer and Fall 2022.

July 15, 2022

Date



For Cabrillo Community College
District

July 13, 2022

Date



For Cabrillo College Federation of
Teachers (CCFT)

Side Letter of Agreement 2021-22.14

Cabrillo Community College District (District) and the

Cabrillo College Federation of Teachers (CCFT)

Article 16 Associate Faculty- Rehire Rights

The District and CCFT agree to extend the 2-year pilot program outlined below for an additional year to include academic year 2022-2023.

The strike/red-line changes set forth below are intended to establish a temporary 2-year Pilot Program for only the sections of Article 16 set forth below for academic years 20/21 and 21/22 only – per agreement of CCFT and the District.

16.3 Scheduling: ~~Associate Adjunct~~ Assignment

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

16.3.2 An ~~associateadjunct~~ unit member shall have the opportunity to state their availability, their desire for increase load, and list their preferred courses and list preferred courses by submitting an "Availability Statement" (Appendix I.1) to the appropriate Dean (or program head when the course falls outside the division) prior to the development of the schedule for each semester or session.

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

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

If an ~~associateadjunct~~ unit member does not receive an assignment for any given semester or session, the unit member may continue to submit

"Availability Statements" to the appropriate administrator for up to four (4) semesters.

(k) lack of availability of teaching units within the program for that semester.

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

16.3.3 "Availability Statements" (Appendix I.1) shall be used in making decisions pursuant to Section 16.4 below.

16.4 Notification of Assignment

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

(a) Availability of the individual

~~(a)~~(b) Availability of the teaching units within the program for that semester

~~(b)~~(c) Evaluations

~~(c)~~(d) Length of service as defined below in 16.8.1

~~(d)~~(e) Reemployment preference as defined in 16.8.2

~~(e) Continuing comparable assignment~~

(f) Educational preparation or study, relevancy or recency of related work and teaching experience, in specific course or assignment.

(g) Maintenance of continuity and quality of educational programs.

Taking into consideration of the criteria in (a) – (g) above, the District/Division Office will follow the sequence below in making assignments to associate faculty:

- 1) Associate faculty with reemployment preference, in order of seniority as indicated in the length of service list, shall be offered their comparable load;
- 2) In order of seniority, as indicated in the length of service list, associate faculty with reemployment preference with a load of less than 60-67% shall be offered additional units, when available up to 60-67%, if they have requested them in their availability statement.
- 3) Any remaining units shall be offered to associates without reemployment preference.

If additional unites become available after initial offers are made, they will they be offered as prescribed above.

Date

Angela R.
Hoyt

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R. Hoyt
Date: 2022.07.15
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For Cabrillo Community College District

Date

Tobin W.
Keller

Digitally signed by Tobin
W. Keller
Date: 2022.07.13
16:16:22 -07'00'

For Cabrillo College Federation of Teachers
(CCFT)

Side Letter of Agreement 2021-22.15

Cabrillo Community College District (District) and the Cabrillo College Federation of Teachers (CCFT)

Additional Pay for Associate Ancillary Committee Activities

This side letter serves as an extension of the ancillary program for 2022-23 and following academic years. CCFT and the District agree to keep this side letter outside of the contract as an ongoing program until renegotiated. This side letter includes agreed upon revisions and updates to the wording and procedures for participation in and payment through the ancillary program.

AssociateAdjunct faculty representatives for the ancillary program may serve on any one of the committees below:

- Faculty Senate (applies to faculty representatives elected through the regular election process)
- Safety Committee (Subcommittee of the Facilities Planning Committee)
- Technology Committee
- Institutional Effectiveness Committee (IEC)
- Facilities Planning Committee (FPC)
- Student Equity and Achievement Advisory Committee
- Outcome Assessment Review Committee (OARC)

Appointees must have re-employment preference (Article 16.8.2) to serve on committees and receive compensation under this side letter.

- The District will fund \$800 per semester for those participating approximately every two weeks and \$400 per semester for those participating approximately monthly to a maximum of \$4,300 per semester on a one-time basis. Any funds not used during a semester shall revert back to the District. The semester total of \$4,300 will be available to be distributed among the qualified associateadjunct representatives. CCFT will determine how to allocate funding based on number of participants.
- CCFT will provide the list of participants to the District Chief Negotiator no later than Friday of the second week of classes each semester. If a representative is identified beyond the second week, the payment will be prorated based on the number of meetings attended.
- Appointees are required to send an email summary of each meeting to the constituent group they represent and copy the appropriate administrator, as follows: VP of Instruction for Faculty Senate, Institutional Effectiveness Committee, and Outcome Assessment Review Committee; VP of Administrative Services for Facilities Planning Committee, Safety Committee, and Technology Committee; and VP of Student Services for Student Equity and Achievement Advisory Committee.
- At the end of each semester, each participating associateadjunct will be required to submit a true and complete one-page AssociateAdjunct Ancillary Committee Activity Report (see attached template) to the CCFT Executive Director. The CCFT Executive Director must then obtain email confirmation from the committee chair that the associateadjunct faculty member performed the

required committee activities.

- CCFT will prepare an *Authorization for Payment for Services* form, and submit the completed form along with the ~~Associate Adjunct~~ Ancillary Committee Activity Report and the email confirmation from the committee chair to Human Resources; no later than two weeks after semester grades are due. Human Resources will then submit the *Authorization for Payment for Services* form and the backup materials to payroll for processing. If more than one meeting is missed, the ~~associate's adjunct's~~ payment will be reduced by the percentage of additional (> 1) meetings missed without regard to the reason for the absence. Flex week meetings are excluded.

CCFT will appoint the representatives except those who are elected for Faculty Senate or appointed by Faculty Senate. When considering appointments, CCFT will take into account how the qualifications of the ~~associate adjunct~~ fit with the work of the committee.

Time served for these designated ancillary activities will not count toward the 67% limit in addition to those workload exclusions defined in Article 16. 7.

If an ~~associate adjunct~~ is receiving payment from CCFT or another funding source for serving on a committee, the ~~associate adjunct~~ instructor is not eligible to receive payment from the District for ancillary activities for the same service on that committee.

~~Evaluation of the Additional Pay for Ancillary Committee Activities Program:~~

~~The final evaluation of this program will be completed during the Fall of 2021 or Spring of 2022. Changes, if any, will be incorporated into a new side letter and/or the parties may agree to incorporate the side letter language and the Additional Pay for Ancillary Committee Activities Program into the contract.~~

~~The District and CCFT negotiation teams will evaluate this ancillary program in light of overall compensation program priorities. The evaluation process will consider the following:~~

- ~~• any unintended consequences that may arise during the extended pilot~~
- ~~• the associated costs and effectiveness of administering the extended pilot~~
- ~~• subject matter expertise of the adjunct~~
- ~~• the effectiveness of the pilot in enhancing adjunct connection to and investment in the institution~~
- ~~• broad participation across all divisions~~
- ~~• appointing adjuncts whose knowledge and expertise allow them to make significant contributions to the work of the committee.~~

The ancillary program is not intended to be a professional development training activity for faculty.

Date
Angela R.
Hoyt

Digitally signed by Angela R. Hoyt
Date: 2022.07.15
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For Cabrillo Community College District

Date
Tobin W.
Keller

Digitally signed by Tobin W. Keller
Date: 2022.07.13
16:14:53 -07'00'

For Cabrillo College Federation of Teachers
(CCFT)

Side Letter of Agreement 2021-22.18

Cabrillo Community College District (District) and the Cabrillo College Federation of Teachers (CCFT)

One-time payment- Department Chair Compensation for 2021-22

The District has agreed to make a one-time payment of \$1,500.00 gross compensation to the following individuals to compensate Department Chairs (DCs) and other faculty members responsible for developing/preparing program plans and in recognition of the increased workload these individuals have carried due to the impacts and shifts in scheduling/planning, etc. during the Covid-19 pandemic. This is also in recognition that the District and CCFT intend to continue negotiations regarding the DC Matrix, release time, annual stipend, and responsibilities of the DCs and that, pending the outcome of negotiations and any new agreements, the current contractual annual DC stipend of \$500 will remain in effect. Below is the list of DCs and other faculty members that will receive the one-time gross payment of \$1,500.00.

HAWK	NAS	HASS	BELA
Heather Lawler Dental Hygiene	Rick Nolthenius Astronomy	Dusty McKenzie Anthropology	Terry Mullin Accounting/Finance
Alyssa Steiner Health Science	Yves Tan Biology	Skye Gentile Communications	Ron Kustek Business
Ashlyn James Medical Assisting	Matt Halter Biology	Ginger Charles Criminal Justice	Jennifer Vered CABT
Barbara Johnson Nursing	Zerubba Levi Chemistry	Jeremy McVeigh Cul. Arts Hosp Mgt	Kylie Kenner DMCP
Anya Salden Rad Tech	Mike Matera CIS	Michelle Chao ECE	Steve Schessler English
Celia Brezner Adaptive PE	Steve Hodges CS	Greg Hanle Economics	Brad Kava Journalism
Courtney Hewitt Stroke Disability Ctr	Bruce Greenstein Const. Energy Mgmt	Leilani Roth Fire Tech	Jason Malone ESL
	Jo-Ann Panzardi Engineering	Deirdre Scholar Geography/Meteor.	Francisco Iniguez World Languages**
VAPA	Karl Ewald Engineering	Michael Pebworth History	Louis Compoginis World Languages**
Heather Gray Art History	Gary Marcoccia* Etech	Enrique Buelna History	Mo Moscovitz World Languages**
Lesley Loudon Art Photography	Lisa Gilbert Geol Ocean ES	Patrick Meyer Human Services	**WL includes Bilingual/Bicultural Studies
Greg Mettler Art Photography	Peter Shaw Horticulture	Claudia Close Philosophy	

Claire Thorson Art Studio	Jyothi Suresh Math	Jennifer Lee Psychology	OTHER
David King Dance	Carlos Figueroa Physics	Teresa Macedo Sociology	Barbara Schultz Perez Counseling
Cid Pearlman Dance	Gary Marcoccia* Welding	Liz Soluri Women's Studies	Katie Dowling Health Services
Wendy Norris Digital Media			Diane Avelar Health Services
Michael Strunk Music			Nancy Phillips HUB/Reading
Skip Epperson Theater Arts			
Matt Blostein MTRA	*Listed twice – will receive one \$1500 payment only		

Date
Angela R. Hoyt
 Digitally signed by Angela R. Hoyt
 Date: 2022.08.04 15:48:21 -07'00'
 For Cabrillo Community College District

Date
Tobin W. Keller
 Digitally signed by Tobin W. Keller
 Date: 2022.07.19 15:57:13 -07'00'
 For Cabrillo College Federation of Teachers (CCFT)