

AGREEMENT BETWEEN
FEATHER RIVER FEDERATION OF TEACHERS
AFT/CFT, AFL-CIO
AND
FEATHER RIVER COMMUNITY COLLEGE DISTRICT

JULY 1, 2022 - JUNE 30, 2025

TABLE OF CONTENTS

ARTICLE 1: RECOGNITION	1
ARTICLE 2: SUPPORT OF AGREEMENT	1
ARTICLE 3: EFFECT OF AGREEMENT	1
ARTICLE 4: ACADEMIC FREEDOM	1
ARTICLE 5: NON-DISCRIMINATION	2
ARTICLE 6: FEDERATION RIGHTS	2
ARTICLE 7: MANAGEMENT RIGHTS	5
ARTICLE 8: MAINTENANCE OF OPERATIONS	5
ARTICLE 9: SEPARABILITY AND SAVINGS	6
ARTICLE 10: OFF-CAMPUS TEACHING ASSIGNMENT	6
ARTICLE 11: RESIGNATIONS	7
ARTICLE 12: EVALUATION.....	7
ARTICLE 13: TENURE.....	13
ARTICLE 14: SAFETY CONDITIONS OF EMPLOYMENT	26
ARTICLE 15: PERSONNEL FILES.....	26
ARTICLE 16: HOURS, WORKLOAD, CLASS SIZE.....	27
ARTICLE 17: MILEAGE.....	38
ARTICLE 18: CALENDAR.....	38
ARTICLE 19: CLOTHING, UNIFORMS, AND EQUIPMENT.....	40
ARTICLE 20: GRIEVANCE PROCEDURE.....	41
ARTICLE 21: NEW FACULTY JOB DESCRIPTIONS AND SALARY PLACEMENT	45
ARTICLE 22: SALARY.....	45
ARTICLE 23: HEALTH AND WELFARE BENEFITS	48
ARTICLE 24: SENIORITY LIST	49
ARTICLE 25: LAYOFFS.....	50
ARTICLE 26: DISCIPLINE.....	51
ARTICLE 27: LEAVES	51
ARTICLE 28: REDUCTION TO PART-TIME EMPLOYMENT STATUS.....	69
ARTICLE 29: RETIREMENT	70
ARTICLE 30: EARLY RETIREMENT PLANNING INCENTIVE	71
ARTICLE 31: SUMMER SESSION	72

ARTICLE 32: FACULTY SERVICE AREAS	73
ARTICLE 33: PROFESSIONAL ADVANCEMENT	73
ARTICLE 34: PAST PRACTICE	74
ARTICLE 35: COMPLETION OF NEGOTIATIONS	74
ARTICLE 36: DURATION.....	74
APPENDIX A-1: ACADEMIC SALARY SCHEDULE	76
APPENDIX A-2: ACADEMIC OVERLOAD SALARY SCHEDULE	77
APPENDIX A-3: ACADEMIC SALARY STEP PLACEMENT PROCEDURE.....	78
APPENDIX A-4: ADVANCEMENT ON THE SALARY SCHEDULE	80
APPENDIX A-5: ACADEMIC SALARY COLUMN PLACEMENT PROCEDURE	82
APPENDIX A-6: LONGEVITY INCREMENTS AND DOCTORAL STIPEND.....	84
APPENDIX A-7: PERFORMANCE STIPENDS	85
APPENDIX A-8: DIVISION CHAIRS	86
APPENDIX A-9: AGRICULTURAL/EQUINE DEPARTMENT CHAIR.....	89
APPENDIX A-10: ACADEMIC SENATE PRESIDENT	91
APPENDIX A-11: MINI-CORPS DIRECTOR	92
APPENDIX A-12: ISP FACULTY COORDINATOR	93
APPENDIX B-1: SENIORITY.....	94
APPENDIX C-1: EVALUATION DOCUMENTS.....	97
APPENDIX D-1: REQUEST FOR DONATED LEAVE	98
APPENDIX D-2: OFFER TO DONATE LEAVE	99
APPENDIX E-1: FACULTY PROFESSIONAL SERVICE	100

ARTICLE 1: RECOGNITION

- I. The district recognizes the Federation as the sole and exclusive representative of those employees of the bargaining unit enumerated in the certification by the Public Employment Relations Board (PERB), dated February 1, 1989, and amendments thereto on file with PERB.
- II. If any new academic contract positions, except those excluded above, are established during the term of this contract, the placement of those positions in or out of the bargaining unit shall be made by mutual agreement. Should the issue not be resolved within thirty (30) days of the establishment of such new positions, it may be submitted by either party to the PERB for its ruling.

ARTICLE 2: SUPPORT OF AGREEMENT

- I. During the Term of this Agreement, the District agrees not to negotiate with any other organization or with any person not officially designated by the Federation as its representative on matters upon which the Federation is the exclusive representative, and which is within its scope of representation.
- II. The Federation agrees not to negotiate with any other organization or with any person not officially designated by the District as its representative for the purpose of collective bargaining.

ARTICLE 3: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over district practices and procedures and over state laws to the extent permitted by state law.

ARTICLE 4: ACADEMIC FREEDOM

- I. It shall be the policy of the District and the Federation to encourage full freedom for faculty to teach, research, and pursue knowledge as set forth in this Article and subject to the applicable provisions of law.
- II. In the exercise of this freedom, the faculty member may, as provided in the United States and California constitutions and other applicable laws, discuss their own subject or area of competence in the classroom, as well as any other relevant matters, including controversial matters, so long as they distinguish between personal opinions and factual information.
- III. Faculty shall be free from unlawful harassment or from unlawful interference or restrictions based on political views.
- IV. The District shall not interfere with a faculty member's freedom of speech or use of materials in any teaching assignment, except as allowed by law.

- V. This Article is intended to declare the District's and the Federation's intent to allow those activities protected by constitutional freedom of speech and other forms of academic freedom protected by the laws of the State of California and the laws of the United States.
- VI. Faculty members shall maintain the exclusive right and responsibility to determine grades based upon their professional judgment. When grades are given for any course of instruction taught, the grade given to each student shall be the grade determined by the instructor of the course, and the determination of the student's grade by the instructor, in the absence of mistake, fraud, bad faith, or incompetency, shall be final.
- VII. The freedom to think, to read, to speak, and to question is necessary to the development of an intelligent citizenry. These freedoms constitute a part of the philosophy of the instructional program at the college and are guaranteed to the faculty.

ARTICLE 5: NON-DISCRIMINATION

All rights guaranteed bargaining unit members regarding non-discrimination under all codes and laws whether local, state, or federal, shall be guaranteed under this contract.

ARTICLE 6: FEDERATION RIGHTS

I. Legal, Unrestricted and Nonconfidential Information

The Board Agent will provide, upon reasonable request, to the Federation, legal, unrestricted, and nonconfidential information relevant to its representation of the bargaining unit. Such data and/or information will be made available in a format that does not require research and/or analytical manipulation; excluded will be all confidential information or material as defined by applicable law.

II. Board Policies and Administrative Procedures

When updated, Board Policies and Administrative Procedures will be available on the District's website for review.

III. Board Minutes

The District shall furnish the Federation with one (1) copy of all official Board minutes and one (1) copy of each Board agenda "packet" excluding all confidential information or material as defined by applicable law.

IV. Facilities Usage

The Federation shall have the right to access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of

communication, subject to reasonable regulation, and the right to use institutional facilities and equipment, provided that such use or access shall not interfere with nor interrupt normal District or campus operations, nor cause an additional or an increased maintenance cost to the District. Upon advance request, and with approval of the college or District, the Federation will be granted the use of facilities subject to state and federal law and reasonable district regulations.

V. Copies of this Agreement

This Agreement shall be posted on the FRC website by the District within thirty (30) working days of the ratification by both the Board and Federation. The District shall distribute a hard copy or provide a link for new employees as part of their employment packet materials. The District shall provide 2 hard copies to the Federation upon written request, if/when written request is received within 30 days of the ratification of the contract. The District shall also provide hard copies to individual Faculty members upon written request.

VI. Federation/District Consultation

Designated representatives of the Board and the Federation shall meet on a mutually agreed upon date, place and time when necessary for the purpose of reviewing the administration of the contract in force and attempting to resolve any other problems that may arise. Either party will submit an agenda for discussion.

VII. Payroll Deductions

- A. The District shall, upon proper receipt of authorization request, deduct from the salary warrants of academic faculty the following:
 - 1. State and federal required deductions.
 - 2. Other deductions as authorized.

VIII. Organizational Security and Professional Dues

- A. New faculty members must affirmatively consent before the District can deduct dues to the Feather River Federation of teachers, including dues to the AFT and AFL-CIO. All consenting academic employees covered by the FRCFT Agreement shall be subject to payroll deductions of monies as provided herein.
- B. The District shall begin making deductions from the monthly paychecks of each consenting academic employee, in accordance with the provisions of this article, at the end of the month following an academic employee's initial employment by the District.
- C. The Federation agrees that in the event of litigation against the Board of Trustees, its agents, or employees arising out of the implementation of this Article, the Federation will co-defend and indemnify and hold harmless the Board of Trustees, its agents, or employees for any monetary award arising out of such litigation.

- D. The Federation shall, upon thirty (30) days advance notice, have the right to periodically revise the schedules of deductions it provides to the District under the provisions of this Article.

IX. Federation Release Time

The District shall provide .20 FTE load reduction for the FRCFT President to aid in the resolution of grievances, general contract administration and meet and confer time when requested by the Superintendent/President or designee.

- X. The District shall not threaten to impose reprisal on employees, or to discriminate or otherwise interfere with, restrict or coerce employees due specifically to their exercise of the rights guaranteed under the provisions of 3543.5(a) of the California Government Code EERA.

XI. District Notice to AFT Of New Hires

- A. Newly hired employee” or “new hire” means any faculty employee, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by AFT. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the AFT unit.
- B. The District shall provide AFT notice of any newly hired faculty employee into a bargaining unit position, within thirty (30) calendar days of date of hire, via a mutually agreeable format. Notification shall include the following information:
 1. Employee name
 2. Job title
 3. Department
 4. Work location
 5. Work phone number
 6. Home phone number
 7. Personal cellular number
 8. Personal email address
 9. Home/ mailing address
 10. Date of hire

This information will be provided to AFT regardless of whether the newly hired employee was previously employed by the District.

- C. The District will provide a periodic update of contact information of all unit members on the last working day of September, January, and May via a mutually agreeably format. This contact information shall include the following information:
 1. Employee name
 2. Job title
 3. Department

4. Work location
5. Work phone number
6. Home phone number
7. Personal cellular number
8. Personal email address
9. Home/mailling address
10. Date of hire

XII. New Employee Orientation

- A. "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- B. To ensure compliance with AB119, the District and AFT agree to the following procedure.
 1. The District will make every effort to provide the Chapter President with an electronic notice of the date of hire within two weeks after the beginning of each semester. The notice will include name, contact information, date of hire.
 2. AFT will be provided with access to new employees at or near the beginning of the January and August flex day orientation.

ARTICLE 7: MANAGEMENT RIGHTS

- I. The Board of Trustees hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon them by law.
- II. The exercise of those rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they deem necessary in the management, direction and administration of all operations and activities of the college shall be limited only by the specific and express terms of this agreement.

ARTICLE 8: MAINTENANCE OF OPERATIONS

- I. It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations. All faculty members will be expected to report to duty, in accordance with the District's Emergency Response Plan and Government Code, section 3100 et seq.
- II. FRCFT and the Board agree that any differences between them shall be settled by peaceful means, as provided for in this Agreement. During the term of this Agreement, FRCFT, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, slow down, sick out or other concerted refusal by unit members to perform work duties as required by this Agreement. FRCFT will undertake to exert its best efforts to discourage any such acts by unit member.

- III. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of members of the unit.
- IV. Nothing contained in the Agreement shall be construed to restrict or limit the District in its right to seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article; and to take such action as it deems necessary to discipline and/or discharge any member for violation of this Article.
- V. Members shall not be entitled to any wages or benefits whatsoever, including, but not limited to, life insurance, health insurance, vacations, wages, or any other compensation while engaged in any strike, concerted failure to report for duty, or other willful absence from their duties of employment.

ARTICLE 9: SEPARABILITY AND SAVINGS

- I. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court, such provision shall be inoperative, but all other provisions shall not be affected hereby and shall continue in full force and effect.
- II. At the request of either party, the parties agree to enter into negotiations for the revision of the Agreement with respect to any item that becomes invalid by reason of the above.

ARTICLE 10: OFF-CAMPUS TEACHING ASSIGNMENT

- I. Off-campus teaching sites include, but are not limited to, Chester, Greenville, Portola, and Graeagle.
- II. Assignments to these off-campus teaching sites should be made under the following conditions:
 - A. Classes at off-campus teaching sites shall end no later than 10:00 p.m.
 - B. A 12-hour break in teaching service, or if by mutual consent, a shorter duration, shall be maintained following a night assignment at an off-campus site.
 - C. An instructor shall have the choice of using either a District vehicle, if available, or a personal vehicle for off-campus teaching assignments. The District vehicle is used by many on campus and will not be booked to accommodate one instructor for an entire semester. The District vehicle will be scheduled and used in accordance with the Vehicle Use Guidelines.
 - 1. When a personal vehicle is used, the instructor shall be reimbursed for mileage at the rate specified in Article 17 of this Agreement.
 - D. No more than one off-campus assignment shall be required of an instructor in any one semester.

E. "Off-campus" as used herein shall be defined to mean a teaching assignment in a community other than Quincy.

III. Commute time of the instructor to the off-campus assignment shall be considered part of the teaching load. Driving time to and from the communities listed below, for computational purposes, shall be established as follows:

Chester:	1 equated hour
Portola:	3/4 equated hour
Greenville:	1/2 equated hour
Graeagle:	1/2 equated hour
Other:	Comparable equated load to be determined by CIO and Unit Member.

ARTICLE 11: RESIGNATIONS

- I. Faculty members may not be threatened with dismissal action by the college administration so as to force the faculty member to submit resignation of employment.
- II. A written resignation shall be deemed accepted by the Board and shall be binding on the date received by the Superintendent/President.

ARTICLE 12: EVALUATION

This article applies to tenured and non-tenured unit members. Additional evaluation procedures for non-tenured unit members are covered in Article 13, Tenure.

The central purpose of evaluating faculty is to improve instruction. The following criteria and procedures have been established in accordance with the guidelines set forth by the Board of Governors of the California Community Colleges.

- I. Evaluation of All Faculty
 - A. In accordance with education code 87663, tenured faculty will be evaluated at least once every three years.
 - B. In the fall of the year in which a unit member is to be evaluated, the Chief Instructional Officer will notify the unit member and the unit member's division chair of the evaluation and will provide them with appropriate instructions and forms. This will be done by the end of the first week of September.
 - C. The unit member will prepare the following materials and submit them to the Chief Vice President of Instruction/Chief Instructional Officer by the end of the first week of November.
 1. A self-evaluation.
 2. A collection of instructional and non-instructional materials as appropriate

3. A completed form summarizing the unit member's professional duties that were performed since the last evaluation.

Faculty members who are Division Chairs, Academic Senate President or Union President need not serve on any additional committees other than those assigned by those positions. Union negotiation team members need not serve in any additional professional duties' capacity during negotiations. The Faculty Accreditation Coordinator (if a unit member) need not serve in any additional professional duties during the accreditation process.

- D. The evaluatee's division chair will select two faculty members to perform the peer evaluation. One may be the faculty member closest to the unit member's discipline. The unit member may ask to have one of the selected peers replaced. The Chief Instructional Officer must approve the final peer committee. The composition of the peer evaluation committee for non-tenured faculty is described in Article 13.
- E. The faculty member shall be evaluated by a peer committee between the 9th week of the Fall semester and the end of November. The evaluation panel shall review the self-evaluation materials and the instructional/non-instructional materials provided by the evaluatee. The panel will write its summary by the end of the first week in December and submit it to the Office of Instruction.
- F. The faculty member shall be evaluated by students in all of their classes, between the 9th and 12th week of the Fall semester, or at a similar point in a nine (9) week, six (6) week, or shorter course.
- G. For faculty who supervise classified staff, the VPI/CIO will solicit feedback from the classified staff in a systematic manner and summarize the feedback as appropriate in the administrative evaluation.
- H. The VPI/CIO will receive all of the evaluation materials described above by the end of the second week of December. The VPI/CIO will then review all of the materials and may determine if an evaluation step needs to be redone, additional evaluation needs to be conducted or if corrective action is needed. If the evaluation is satisfactory, the VPI/CIO will prepare a summary report that will be reviewed with, and signed by, the evaluatee. The summary report will become part of the unit member's personnel record and will be completed by April 15.

The unit member may respond to their evaluation within ten (10) working days of receiving the VPI/CIO's summary report. The original response is to be filed with the Human Resources Office and a copy of the response is to be filed with the Office of Instruction. The response will become part of the unit member's personnel file.

- I. If the VPI/CIO has information that indicates that there are problems with the unit member's performance that warrant a "needs improvement" or "unsatisfactory" evaluation, the VPI/CIO will convene a committee consisting of the unit member's division chair, the union president and the director of human resources. After

consultation with the committee the VPI/CIO will determine whether to assign a satisfactory, a needs improvement, or an unsatisfactory evaluation. If the evaluatee is a division chair or union president, the VPI/CIO will select a member of the Council on Instruction or another union officer to assume the evaluation responsibilities.

1. “Needs Improvement” Evaluation

- a. In the case of a “needs improvement” evaluation, a corrective action plan will be written, triggering a second formal evaluation to be completed one year later. The committee will meet with the evaluatee and review the plan to ensure that the evaluatee understands the deficiencies and is given an opportunity to address them. The unit member will participate in periodic (to be decided at the corrective action review meeting) reviews of performance to ensure the corrective action plan is being met. If the unit member does not address the deficiencies in one year, the evaluation will be considered unsatisfactory and will follow the sequence outlined below, except in the case of non-tenured unit members for which an unsatisfactory evaluation may be considered cause for non-renewal of the member’s contract. For tenured unit members, a satisfactory evaluation will cause the member to return to the three-year evaluation cycle. For non-tenured unit members, a satisfactory evaluation will cause the member to proceed on the tenure track without a corrective action plan.

2. “Unsatisfactory” Evaluation

- a. In the case of an unsatisfactory evaluation, a corrective action plan will be written and a second formal evaluation will be required within one year following the corrective action plan meeting. Once a unit member receives a satisfactory evaluation, they will return to the three-year evaluation cycle.
- b. A second unsatisfactory evaluation will result in further remediation and the loss of any step increase on the salary scale for the next year, except in the case of non-tenured unit members for which a second unsatisfactory evaluation may result in a non-renewal of the member’s contract. If the unit member is at the top of a column, they shall retreat back one step. Compensation, according to state law cannot be less than the previous year, therefore members shall only retreat one step if there is an additional COLA or % raise in compensation. A third consecutive unsatisfactory evaluation will result in termination.
- c. Unit members in a corrective action status may not teach overload or have any extra duty assignments, e.g., Division Chair, Academic Senate President, Staff Development Coordinator, Union President, or other duties listed in Appendix A-7.

- J. To accommodate unit members who desire more frequent, or extensive feedback regarding their teaching, the Office of Instruction will make student evaluation questionnaires available upon request and will secure the completed forms until after grades are posted for the class. Substitutes will be provided to allow for additional

peer evaluation visits. The results of these informal off cycle student and peer evaluations will be for the unit member's personal use and will not be part of the formal evaluation process.

K. The supervisor of all of the following faculty members is:

Teaching Faculty	VPI/CIO
Library Director	VPI/CIO
Counselors	VPSS/CSSO
Fulltime faculty coaches	VPI/CIO
Inst. Resource Center Director	VPI/CIO
Intercollegiate coaches	Dir. of Athletic Operations and Events
If other faculty members are hired, or have their positions redesigned in any way, they will be assigned a supervisor	

II. Evaluation of Teaching Faculty

- A. The unit member will prepare the following materials and submit them to the Chief Instructional Officer by the end of the first week of November.
 1. A self-evaluation report listing accomplishments and goals for improvement since the previous evaluation.
 2. A collection of instructional materials used in the three-year evaluation period including syllabi, handouts, exams, SLO assessment, etc.

- B. The peer evaluators will consult with the evaluatee and will visit at least two different classes taught by the evaluatee in the fall semester. The peer evaluators will complete the peer evaluation forms provided by the Office of Instruction. The peers will then prepare a summary report of their evaluations and will submit the summary to the Chief Instructional Officer by the end of the first week of December.

- C. Tenured faculty will select a student in two different classes (preferably the classes visited by peers) to be responsible for the student evaluation (non-tenured faculty will have all classes evaluated). The student will collect the student evaluation forms from the Office of Instruction and will instruct the class in filling out the evaluations. The student will seal the completed evaluation forms in an envelope and will deliver it to the Office of Instruction. The student evaluation process needs to be completed by the end of the 12th week of the semester.

- D. The evaluation documents for teaching faculty consist of a Self-Evaluation, a Peer Evaluation, an Administrator Evaluation, and a Student Evaluation. The Self-Evaluation is listed in Appendix C-1. The other evaluation forms are available in the Office of Instruction.

III. Evaluation of Non-Teaching Faculty

The evaluation procedures for non-teaching faculty are to be consistent with the evaluation of teaching faculty and shall include a professional duties evaluation.

- A. The evaluatee will prepare the following materials and submit them to the VPI/CIO by the end of the first week of November.
 1. A Self-Evaluation form for Library Director, and Instructional Resource Center Director must be completed and returned to the CIO.
 2. A collection of non-instructional and instructional materials, as applicable used in the three-year evaluation period related to the operation of their facility, including procedures, policies, and record keeping.
 3. Non-teaching positions with grant management responsibilities are required to provide grant compliance and performance information.
- B. Center-specific evaluation forms will be made available to students and will follow the student evaluation process above. If two “classes” are not available for review, the evaluatee will identify two groups of students. Students are not to be individually selected. The identified groups will be presented to the VPI/CIO for review and approval.
- C. Remaining steps in the evaluation process follow the faculty process listed above.
- D. The evaluation documents for non-teaching faculty consist of a Self-Evaluation, a Peer Evaluation, an Administrator Evaluation, and a Student Evaluation for the Library Director and for the Learning Center Director.

IV. Evaluation of Counselors

The evaluation procedure for Counselors is to be consistent with the evaluation of teaching faculty and shall include a professional duties evaluation.

- A. In the fall of the year in which a unit member is to be evaluated, the VPSS/CSSO will notify the unit member and the unit member's division chair of the evaluation and will provide them with appropriate instructions and forms. This will be done by the end of the first week of September.
- B. The evaluatee will prepare the following materials and submit them to the VPSS/CSSO by the end of the first week of November.
 1. Self-Evaluation Form for Counselor.
 2. A collection of non-instructional and instructional materials, as applicable used in the three-year evaluation period related to their counseling duties, including procedures, policies, and record keeping.
- C. The VPSS/CSSO will select one faculty member and the VPI/CIO will select one classified employee familiar with the counseling operation to complete the Peer Evaluation of Counselor-Director/Coordinator form. The counselor may reject one of the peer evaluators. The VPSS/CSSO will select a replacement. These forms will be delivered to the VPSS/CSSO by the end of the first week of December.

- D. The student evaluation forms will be made available to students and will be collected by a student named by the unit member. Completed forms will not be made available to the unit member. They will be sealed by the selected student and delivered to the VPSS/CSSO. The student evaluation process needs to be completed by the end of the second week of November.
- E. The VPSS/CSSO will receive all of the evaluation materials described above by the end of the second week of November. The VPSS/CSSO will follow the process outlined in the faculty section above (substituting VPSS/CSSO for VPI/CIO).
- F. The evaluation documents for counselors consist of a Self-Evaluation, a Peer Evaluation, an Administrator Evaluation, and a Student Evaluation, and are available in the Office of Instruction.

V. Evaluation of Head/Fulltime Faculty Coaches

- A. In the fall of the year in which a unit member is to be evaluated, the VPI/CIO and the Director of Athletic Operations and Events will notify the unit member and the unit member's division chair of the evaluation, and will provide them with the appropriate instructions and forms. This will be done by the end of the first week of September.
- B. The VPI/CIO will evaluate the coach's teaching duties (see Article 16) in the same manner as used for teaching faculty. The same requirements, forms, procedures and deadlines will be used, except that the peer evaluation will be reported using the Peer Evaluation of Head Coach form.
- C. The Director of Athletic Operations and Events will evaluate the head coaches on their intercollegiate coaching duties (see Article 16) using the-Administrative Evaluation of Head Coach form. The Director of Athletic Operations and Events will solicit feedback from the assistant coaches in a systematic manner and summarize the feedback as appropriate in the administrative evaluation. Additionally, the VPI/CIO may also solicit feedback from assistant coaches as needed to gather information about the coach's instructional performance with the team.
- D. The VPI/CIO and Director of Athletic Operations and Events will receive all of the evaluation materials described above by the end of the second week of December. The VPI/CIO and Director of Athletic Operations and Events will meet and review all of the materials and may determine if an evaluation step needs to be redone, additional evaluation needs to be conducted, and/or if corrective action is needed. If the evaluation is satisfactory, the VPI/CIO and Director of Athletic Operations and Events will prepare a summary report that will be reviewed with, and signed by, the evaluatee. The summary report will become part of the unit member's personnel record.

If the VPI/CIO and Director of Athletic Operations and Events decide that there is a problem with the evaluation, they will follow the same procedure of remediation described in the evaluation of teaching faculty.

- E. The evaluation documents for head coaches consist of a Self-Evaluation, a Peer Evaluation, an Administrator Evaluations, and a Student Evaluation are available in the Office of Instruction.
- F. Head coaches also must have a Teaching Faculty Evaluation as described in Article 12.

VI. Evaluation Forms

The Self-Evaluation form is listed in Appendix C-1. This and additional evaluation forms are available in the Office of Instruction.

ARTICLE 13: TENURE

I. Tenure Process

Evaluation and then the Tenure Evaluation consist of the following separate elements or steps:

A. Evaluation Process.

1. The following evaluations are required to be completed in the evaluation process
 - a. Self-evaluation (as defined in this article and in Article 12)
 - b. Student evaluation (as defined in this article)
 - c. Peer evaluation, classroom visit, individual evaluations (as defined in this a article)
 - d. Administrator evaluation (as defined in this article)
2. Evaluation reports
 - a. Peer evaluation panel looks at self-evaluation and student evaluations and drafts a panel evaluation. Panel evaluation is passed to VPI/CIO for review prior to delivery.
 - b. VPI/CIO reviews panel evaluation and either asks panel to deliver only the panel evaluation or to deliver all evaluation findings or asks panel to meet with the VPI/CIO first to discuss evaluation findings and delivery.
 - c. If VPI/CIO has not delegated the delivery of all evaluation findings the VPI/CIO will meet with the evaluatee and review remaining evaluations.

B. Tenure Evaluation Committee Process

1. Tenure Panel (as identified in in this article) reviews the following documents generated through the evaluation process:
 - a. Self-evaluation
 - b. Student evaluations
 - c. Peer evaluation
 - d. Administrator evaluation
2. After reviewing the evaluation documents the Tenure Panel completes the following tenure evaluation reports (as identified in this Article)

- a. Tenure Evaluation Committee formulates a response to faculty member either accepting, or expanding upon, the panel evaluation. The Committee will also identify opportunity areas or goals. The Committee is responsible for recommending continuation suspension or termination of Tenure to the Board.
- b. The Committee delivers their response to the faculty member.
- c. The faculty member reviews and signs the response acknowledging receipt.

II. Tenure Evaluation

- A. Evaluation for non-tenured unit members shall include the same procedures as for tenured faculty in addition to the changes or additional procedures below.
- B. Non-tenured unit members shall receive a tenure evaluation once a year during the four-year tenure process. Additional evaluations may be scheduled as needed. Additional evaluations will be reviewed by the Tenure Evaluation Panel at its next tenure evaluation.
- C. Unit members shall be evaluated according to the following criteria with special attention paid to:
 - 1. Expertise in their subject matter
 - a. Inspection of teaching or program material
 - 2. Effectiveness of instruction or, in the case of non-teaching faculty, performance of their specific duties
 - a. Student evaluations
 - b. Classroom or worksite visitation
 - c. Peer evaluation
 - d. Submission of satisfactory instructional or non-instructional materials
 - 3. Acceptance of professional responsibilities, i.e., college service, community service and professional development.
 - a. College service as demonstrated by successful committee work, work with student or community program in addition to normal student-faculty relationship.
 - b. Professional development by meeting all contractual obligations related to flex activities and deadlines, and engaging in demonstrable activities to keep abreast of current developments in their field and teaching/learning.
 - 4. Effectiveness of communication with students, staff, and the community at large.
- D. The evaluation of non-tenured faculty members differs slightly from the regular evaluation process in the following procedures:
 - 1. Peer Evaluation Process: The composition and selection of the panel shall be one regular faculty member selected by the evaluatee, one selected by the

VPI/CIO. The faculty member's Division Chair shall select a third member. The evaluatee has the right to reject the first faculty member selected by the Division Chair. If this right is exercised, the Division Chair shall select a second faculty member. This selection is final. One faculty member closest to the unit member's discipline should be the panel chairperson.

2. Panel members shall not be informed of their selection until the full composition of the panel is finalized.
3. The evaluation panel's report shall consider the faculty member's performance in meeting the responsibilities of their position. The panel member duties are as follows:
 - a. The panel shall have a preliminary meeting, agree upon a committee chair, and review the panel's duties (in this article).
 - b. Each panel member shall review the evaluatee's self-evaluation and instructional or non-instructional materials.
 - c. Each panel member shall conduct at least one classroom or center visit and evaluate the evaluatee using the designated classroom or center evaluation form.
 - d. The panel will subsequently meet to discuss the individual evaluations and to formulate a panel evaluation.
 - e. The panel will then meet with the evaluatee to deliver their peer and panel evaluations. The panel may, at its choosing, request a representative from HR to be present for the delivery of these evaluations.
 - f. The individual evaluations are attached to the panel evaluation and submitted to the VPI/CIO.
4. A written report of the findings of the panel will be prepared by the panel chairperson and signed by the faculty member (faculty member's signature acknowledges only that they have received and read the report.), as well as, in the case of unanimity, by each member of the panel. The completed evaluation will be returned to the VPI/CIO with a copy to the faculty member and a copy to the district personnel office file.
5. The committee members may submit individual reports with copies to the evaluatee if there is not a unanimous agreement.

E. Guidelines for Evaluation by the Evaluation Committee

As you work with these guidelines, please keep in mind the following things:

1. The timelines are important to the overall process, but they are intended neither to be traps for candidates or committee members nor technicalities by which the entire process can be invalidated. Non-prejudicial procedural errors shall not serve to invalidate the recommendation of the committee.

2. The timelines are intended to be a guide to the tasks that need to be performed. They provide a recommended schedule for accomplishing those tasks. Committees may decide to complete the various steps of the process somewhat earlier than the timelines provide, and special circumstances may necessitate a later schedule. However, the committee members must be aware of the need to complete their tasks prior to the mandated deadline. The timelines established in the guidelines are an effort to allow committee members to visit the candidate, identify areas that may need improvement, schedule further visits, if necessary, meet to prepare their report, and present their report to the Tenure Review Committee.

The chair of the Evaluation Committee is responsible for preparing a written schedule of committee meetings, activities and visitations. The committee shall send a copy to the probationary faculty member within five working days of the committee's first meeting with the candidate.

The timelines outlined in the guidelines apply to all members of the Evaluation Committee except the VPI/CIO due to the number of Evaluation Committees (upon which the VPI/CIO serves). The VPI/CIO is not required to meet with each committee on a regular basis, but may meet with each committee prior to the beginning of the evaluation process and shall meet with the committee chair or the committee at the completion of the committee recommendation process.

3. In unusual circumstances, an Evaluation Committee may determine that it is necessary to deviate from the process outlined in the guidelines. In such cases a written request should be submitted to the VPI/CIO outlining the process deviations and the reasons for the request. The VPI/CIO shall provide a timely response to such requests, including notice to the candidate if the request is granted. Committees are encouraged to meet more frequently than the guidelines provide if they feel it is necessary or advisable.
4. If the evaluations of a candidate by committee members reveal that improvement will be needed in order for the committee to make a recommendation that the candidate be retained, the VPI/CIO should be informed of the candidate's performance and kept updated on their progress.
5. The evaluation by individual committee members should be based upon the committee member's visitation(s), discussions with the candidate, review of pertinent written material, or other relevant firsthand information known or observed by the committee member.

The recommendation of the Evaluation Committee should be based on the evaluations of the individual committee members and evaluation of the candidate's overall performance with regard to his or her additional professional responsibilities, including his or her participation in the life of

our professional community. The information needed to evaluate the candidate's overall performance may be provided by the Division Chair, the VPI/CIO, or any other member of the committee with firsthand knowledge of the candidate's performance. Other faculty or staff members with serious concerns about a candidate's performance, based on significant personal experience, may bring those concerns to the Division Chair or the VPI/CIO.

6. The chair of the Evaluation Committee should be the faculty member most closely related to the evaluatee's discipline. This assignment, however, brings with it certain responsibilities that, in the event of a committee recommendation for denial of tenure, can place a faculty member in a very difficult position. There is strong belief that providing advice and input on Evaluation Committees is an important faculty role. It is also believed by faculty that the ultimate hiring and firing recommendation belongs to the Tenure Review Committee of the College. It is however understood that the Board ultimately grants Tenure (as described in II, D below). Faculty should be allowed to serve as committee chair if they choose, but any committee member who wishes not to serve should be free to decline.
7. The Evaluation Committee will follow the tenure policy and college policies. The Evaluation Committee shall give the Tenure Review Committee of the College its recommendation after evaluation. The recommendation of the Evaluation Committee will be based primarily on:
 - a. Evaluation by the faculty members of the Evaluation Committee of classroom performance, adherence to contractual obligations, and professional responsibilities.
 - b. Evaluation by the students.
 - c. An assessment of the faculty member's performance of his or her assigned duties, based on personal observation by the VPI/CIO for teaching and non-teaching faculty, the VPSS/CSSO for counselors, and the Director of Athletic Operations and Events for head coaches.
 - d. In addition, the recommendation about tenure will be strongly guided by information and material the faculty member is able to present demonstrating commitment to the college and the faculty member's profession as reflected in matters including but not limited to committee or task group membership; participation in relevant state, or national professional organizations; publication of scholarly works; special contributions to the review and development of curriculum or other special service to the college or District.

F. Student Evaluation

1. Non-tenured faculty will submit the student evaluation in the first semester of employment and each anniversary semester, as follows:
 - a. Teaching faculty shall be evaluated in every class section.
 - b. Non-teaching faculty shall be evaluated by a cohort of students who have accessed the services of the non-teaching faculty member.

- c. Counselors shall be evaluated by a cohort of students.
- d. Head coaches shall be evaluated by team members and as teaching faculty as well.

(Note: *Cohort* is a group of at least 25 students who have accessed the services, of the Counselor, Director or the non-teaching faculty member.)

G. Professional Duties and Self Evaluation

1. Professional duties are the responsibility of all teaching faculty, counselors, and non-teaching faculty (see Appendix E). These duties consist of but not limited to: overload, shared governance activities, committee work, union work, professional development, community work, scholarship committees, selection committees, conferences, advising students, articulation, matriculation, training, seminars, retention, recruiting, and student activities, whether or not remuneration was received. A unit member shall participate in any of these activities and document them on the professional service form, which is included in their self-evaluation submission.
2. Additional self-evaluation material is also submitted as described in Article 12.

H. Administrative Evaluation

1. Non-tenured faculty members will submit their instructional materials including evaluation instruments (tests) to the VPI/CIO including course syllabi for courses they are presently teaching.
2. Non-tenured faculty will also submit a list of college service and professional development activities in which the faculty member has engaged.
3. The VPI/CIO may make a classroom or center visitation and evaluate the performance of a teaching and/or non-teaching faculty member. The VPSS/CSSO may visit and observe a counselor in the counseling environment. The Director of Athletic Operations and Events may visit and observe the head coaches during his or her intercollegiate sport class. This step shall take place between the 9th and 12th week of the semester.
4. The VPI/CIO, VPSS/CSSO, or the Director of Athletic Operations and Events (as appropriate) and the faculty member shall meet and discuss the administration evaluation unless already presented as described above.

I. Summary

1. The VPI/CIO shall write a narrative summary for teaching faculty, the Library Director and Instructional Resource Center Director, and head coaches by January 31 of each contract year. These narrative summaries shall be based on the evaluation forms found in Appendix C.

2. The VPSS/CSSO shall write a narrative summary for each of the counselors being evaluated by January 31 of each contract year. These narrative summaries shall be based on the evaluation forms found in Appendix C.
3. The Director of Athletic Operations and Events shall write a narrative summary for each of the head coaches being evaluated by January 31 of each contract year. These narrative summaries shall be based on the evaluation forms found in Appendix C.
4. The unit member shall acknowledge through signature that he or she has reviewed a copy of the evaluation and that it has been discussed in conference with the VPI/CIO or designee. The unit member may attach a written statement of exception to any or all specific portions of the final evaluation. All summary evaluation documents used in the evaluation by the unit member shall become part of the unit member's personnel file
5. Areas in need of improvement shall be clearly identified and suggestions made by VPI/CIO as to possible resources available to aid in such improvement. Any unit member for whom a remediation plan has been established will receive priority for faculty staff development funds to implement the plan.

III. Tenure Review Process

A. Philosophical Principles

The period during which prospective members of the permanent Feather River College faculty are reviewed for tenure is best understood as a continuation of our District's search and selection processes. Indeed, the recommendation we make to the Board of Trustees to grant tenure is a more important recommendation than the initial decision to hire.

When tenure is granted, it is with the intention that the faculty member will become a permanent part of our community, and he or she is granted a lifetime license to practice his or her profession at Feather River College. Both community membership and such professional licensure carry special privileges and special obligations. Thus the review period for tenure becomes that crucial interval within which we create the future of our colleges, we limit or expand their vision of that future, and we enhance or diminish the quality of the educational opportunity that our enormously diverse students are provided when they enter our doors.

Feather River College's approach to this period is based on the premise that the tenure recommendation is best formed by a partnership of faculty and administrative colleagues, and students through the student evaluation process, a partnership in which the perceptions of each inform the others.

We wish to demystify this process and to make it as meticulously fair and humane as possible. But we must also acknowledge the inevitability of three facts: 1) that it is an arduous and

potentially stressful time of review and evaluation at the conclusion of which a decision-sometimes a negative one must be made; 2) that, strive as we may, we are imperfect people and so are the processes we devise for decision making; and 3) that negative decisions, when called for, are as painful and difficult as they are necessary to the future effectiveness of our institutions.

B. Statement on Professional Ethics

The following Statement on Professional Ethics was adopted by the Council of the American Association of University Professors in April 1966 and endorsed by the 52nd annual meeting as association policy.

1. Faculty members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subjects is to seek and to state the truth as they see it. To this end they devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although they may follow subsidiary interests, [they] must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, faculty members encourage the free pursuit of learning in their students. They hold before them the best scholarly standards of their discipline. They demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guides and counselors. They make every reasonable effort to foster honest academic conduct and to assure that evaluation of students reflects their true merit. They respect the confidential nature of the relationship between faculty member and student. They avoid any exploitation of students for private advantage and acknowledge significant assistance from them. They protect the academic freedom of students.
3. As colleagues, faculty members have obligations that derive from common membership in the community of scholars. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas, they show due respect for the opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues. They accept their share of faculty responsibilities for the governance of their institution.
4. As members of their institutions, faculty members seek above all to be effective teachers and scholars. Although they observe the stated regulations of their institutions, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. They determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities within it. When considering the interruption or termination of their service, they recognize the

effect of their decisions upon the program of the institution and give due notice of their intentions.

5. As members of their community, faculty members have the rights and obligations of all citizens. They measure the urgency of these obligations in the light of their responsibilities to their subject areas, to their students, to their profession, and to their institutions. When they speak or act as private persons, they avoid creating the impression that they speak or act for their colleges or universities. As citizens engaged in a profession that depends upon freedom for its health and integrity, faculty members have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

C. The Process

Representatives of the Academic Senate, the Administration, and the Union developed the Four-Year Tenure Process.

This process has been developed to implement the Board of Trustees' policy on tenure review and to provide a framework within which the Evaluation Committees can perform the crucial task of evaluating a candidate for permanent status on our faculty.

D. The Tenure Review Committee of the College will be composed of:

1. VPI/CIO
2. President of the Academic Senate
3. President of the Union
4. The Division Chairs
5. The chair of the Evaluation Committee, who should be the faculty member in the discipline or most closely related to the evaluatee's discipline.
6. The Tenure Review Committee Chair shall be the VPI/CIO.

In the first, second, and third years of the non-tenured faculty member's tenure process the Tenure Review Committee of the College will review all tenure recommendations coming from Evaluation Committees and will make a recommendation to the Academic Senate in each of the first three years. The Academic Senate shall in turn make a recommendation to the Superintendent/President, who will make a recommendation to the Board of Trustees. If the Superintendent/President does not make the same recommendation as the committee to the Board of Trustees, the Superintendent/President will explain in writing to the Academic Senate President and to the Chair of the Tenure Review Committee, stating their reasons, before making a recommendation to the Board of Trustees.

In the fourth year the Tenure Review Committee of the College will review all tenure recommendations coming from Evaluation Committees, as well as all recommendations coming from previous tenure review committees, and will make a final recommendation to the Academic Senate, who shall in turn make a final recommendation to the Superintendent/President, who will make a recommendation to the Board of Trustees. If the Superintendent/President does not make the same recommendation as the committee to the Board of Trustees, the

Superintendent/President will explain in writing to the Academic Senate President and to the Chair of the Tenure Review Committee, stating their reasons, before making a recommendation to the Board of Trustees.

E. Criteria for Evaluation of Faculty for Tenure

In addition, the following criteria are intended to further delineate common areas of performance to be evaluated during the Tenure Review process. The list is not all-inclusive and is not intended to eliminate from consideration additional standards of performance common to the profession.

1. Excellent performance in classroom teaching or in carrying out other primary responsibilities specifically listed in the employment job description including, but not limited to:
 - a. Currency and depth of knowledge of teaching field or job duties;
 - b. Proficiency in written and oral English enabling clear, effective communication to students and colleagues;
 - c. Use of teaching methods and materials challenging to the student and appropriate to the subject matter, responsive to the needs of the students, and consistent with departmental practices; this is not intended to discourage within a department a variety of successful pedagogical approaches to learning;
 - d. Careful attention to effective organizational skills in the classroom or work site; and
 - e. Consistent responsibility in fulfilling official college requirements as well as departmental agreements.
2. Respect for students' rights and needs by demonstrating:
 - a. Patience, fairness, and promptness in the evaluation and discussion of student work;
 - b. Sensitivity and responsiveness to the needs of individual students and their special circumstances, when appropriate;
 - c. Maintenance of contractual obligation to regular and timely office hours; and
 - d. Sensitivity to the diverse ways students learn.
3. Respect for colleagues and the teaching profession by:
 - a. Acknowledging and defending the free inquiry of their associates in the exchange of criticism and ideas;
 - b. Recognizing the opinions of others;
 - c. Acknowledging academic debts;
 - d. Striving to be objective in their professional judgment of colleagues;
 - e. Acting in accordance with the ethics of the profession (see statement below) and with a sense of personal integrity; and
 - f. Working in a spirit of cooperation to develop and maintain a collegial atmosphere among faculty and staff.

The following standard is illustrative of the performance expected of permanent faculty. Probationary faculty after their first probationary year are expected to show increasing participation in such professional growth activities.

4. Continued professional growth demonstrated by:
 - a. Increasing participation in self-initiated professional activities such as course work, attendance at workshops, seminars, and professional meetings;
 - b. Participation in publications, conference presentation, artistic exhibit, classroom research, development of new curriculum, and community involvement specifically to academic area; and
 - c. Other appropriate activities as listed in the self-evaluation form (Appendix E-1).
 - d. The Tenure Review Committee will scrutinize each year's professional services activities and will consider the cumulative reports.

F. Guidelines for Evaluation by the Tenure Review Committee

1. The timelines are intended to be a guide to the tasks that need to be performed. They provide a recommended schedule for accomplishing these tasks. Special circumstances may necessitate a later schedule; however, the Tenure Review Committee members must comply with legally mandated guidelines. The timelines are important to the overall process, but they are intended neither to be traps for candidates nor technicalities which the entire process can be invalidated. Non-prejudicial procedural errors shall not serve to invalidate the recommendations of the committee.

The chair of the Tenure Review Committee is responsible for preparing a written schedule of committee meetings and activities with a copy to the probationary or contract faculty member within five (5) working days of the committee's first meeting with the candidate.

2. In unusual circumstances, an Evaluation Committee may determine that it is necessary to deviate from the process outlined in the guidelines. In such cases, a written request should be submitted to the VPI/CIO outlining the process deviations and the reasons for the request. The VPI/CIO shall respond to such requests within two working days, including notice to the candidate if the request is granted.
3. The tenure review by individual committee members should be based upon:
 - a. Each year's evaluation by the Evaluation Committee including:
 - (1) Self-evaluations
 - (2) Peer evaluations
 - (3) Professional services evaluations
 - (4) Administrative evaluations

- (5) Student evaluations
- (6) Classroom, center or work site evaluation
- (7) Classified evaluations

- b. Each year's evaluation by the Tenure Review Committee
- c. Any remediation processes

4. The Tenure Review Committee, however, brings with it certain responsibilities that, in the event of a committee recommendation for denial of tenure, can place faculty members in a very difficult position. There is strong belief that providing advice and input on Evaluation or Tenure Review Committees is an important faculty role. It is also believed by faculty that the ultimate hiring and firing recommendation belongs to the Tenure Review Committee of the College. It is however understood that the Board ultimately grants Tenure (as described above).

G. Timelines (Years One-Four) Evaluation Process

<i>August</i>	Employment begins for candidates.
<i>September</i>	<p>The VPI/CIO (VPI/CIO) or designee shall notify each faculty member who is subject to evaluation no later than September 15.</p> <p>In consultation with the division chairs, the VPI/CIO will establish Evaluation Committees and select committee chairs. If an issue arises in which a committee chair objects to their assignment, the VPI/CIO will work with the division chairs to select an appropriate alternate.</p>
<i>October/November</i>	<p>Between the 10th and 11th weeks of classes, the faculty member being evaluated will receive the student evaluation packet in their mailboxes. The evaluatee will appoint a student to distribute the forms in class. Once the forms have been completed, they are to be returned in the sealed envelope to the Office of Instruction mailbox/office by the student. Student evaluations will be completed by the end of the 12th week of classes.</p> <p>Evaluation Committees meet and establish work schedules.</p> <p>Peer visitations will be conducted between the 9th and 13th week of the semester.</p> <p>Candidate furnishes committee members with written self-evaluation materials appropriate for evaluation by the last working day in October.</p>

Committee chair will ensure that the Evaluation Committee meets with candidate by the sixteenth week of the fall semester to discuss findings.

- November/December* VPI/CIO meets with candidate for the administrative evaluation.
- Evaluation Committee members meet to review peer, student, and administrative evaluations and complete the panel evaluation form.
- By January 31* The Tenure Review Committee meets with the candidate who will receive copies of the panel evaluation, the administrative evaluation, and the student evaluation. Areas in need of improvement shall be clearly identified and suggestions made as to possible resources available to aid in such improvement.
- February 1-15* The faculty member may respond to the evaluation.
- February 15* If necessary, the Tenure Review Committee may reconvene to review faculty response to their evaluation. If necessary, the Tenure Review Committee will approve a remediation plan to ensure faculty improvement.
- March 1* The VPI/CIO will make the recommendation of the Tenure Review Committee to the Academic Senate,¹ which in turn makes its recommendation to the Superintendent/President who submits her/his recommendation to the Board of Trustees. If the President does not make the same recommendation as the committee's to the Board of Trustees, they will explain in writing their reasons why to the Academic Senate President and to the Tenure Review Committee before making her/his recommendation to the Board of Trustees.
- March 15* The Board of Trustees gives written notice of its decision to the employee by registered or certified mail to the most recent address on file with the Personnel Office.

¹ In this instance, the Academic Senate President may determine that the Academic Senate Executive Committee acts on behalf of the Senate. If any action taken, the Academic Senate will maintain confidentiality of proceedings and honor the provisions of California's current open meeting laws and public record laws. The Academic Senate President may seek the advice of counsel through the Superintendent/President.

ARTICLE 14: SAFETY CONDITIONS OF EMPLOYMENT

- I. Performing Work – The goal of the District is to provide a safe learning and work environment by managing risks. Employees shall not be required to work under unsafe conditions; the District and the Association commit to meeting on an as-needed basis as mutually agreeable to both parties to discuss and address safety concerns that impact the faculty.
- II. The District and Association recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters and associated policies and procedures. In compliance with the California Occupational Safety and Health Act of 1973, and any other relevant legislation, the District shall make every reasonable effort to provide employment and working conditions which are as safe and healthy as the nature of the employment and assigned duties permit.
- III. Bargaining unit members shall make every reasonable effort to perform work safely.
- IV. Reporting Unsafe Conditions - Any bargaining unit member who observes a working condition that is unsafe and/or that may endanger their health, or the health of others shall report the condition to their immediate supervisor within 24 hours of knowledge, orally or in writing, including the grounds for believing the condition is unsafe. The District will respond to such reports in a timely manner, preferably with 24 hours. A bargaining unit member shall not be discriminated against for reporting an unsafe condition in accordance with A of this article.
- V. Required Equipment and Sanitation Supplies - The District will make reasonable efforts to maintain facilities and provide all required safety equipment and materials that the District may require to meet regulatory safety standards necessary for bargaining unit members to complete their assigned duties in a safe and healthy manner.
- VI. Security/Disaster/Evacuation Plans - The District shall make the Emergency Operations Plan and other relevant documents available to all bargaining unit members.
- VII. Safety and Supervision –The District shall strive to provide proper supervision and will provide emergency contact information.

ARTICLE 15: PERSONNEL FILES

- I. The personnel file of each unit member shall be maintained in the Human Resources Office.
- II. Unit members shall be provided a copy of derogatory written material before such material is placed within their personnel file. Within thirty (30) calendar days after receiving the material, the unit member may attach to the derogatory material a written response for inclusion within the personnel file.

- III. A unit member or authorized representative, designated in writing, shall have the right, during the regular District office business day, to examine all materials contained within their personnel file, except those items which were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination. Advance appointments for examination shall be required and scheduled with the Director, Human Resources/ Equal Employment Officer. Appointments shall be granted in a timely manner.
- IV. The Federation agrees to indemnify and hold harmless the District from any and all claims, demands, or suits or any other action arising from an authorized representative's examination of the personnel file.
- V. Personnel files are confidential and are available for review only to those persons having a right or authorization to inspect.
- VI. The District shall have a representative designated by the Director, Human Resources/Equal Employment Officer present when any personnel file is examined.
- VII. No information proven to be false or inaccurate shall be retained in a unit member's personnel file.

ARTICLE 16: HOURS, WORKLOAD, CLASS SIZE

- I. Academic Assignments/Teaching Faculty
 - A. The District shall maintain load and assignment policies for the college District consistent with the provisions of this Agreement.
 - 1. The District and Federation agree to meet and confer over the potential effect(s) of an alternate calendar on faculty contract assignments.
 - 2. Contract assignments greater than ten (10) months may be restructured over a calendar year to meet the needs of an alternative calendar agreement.
 - B. All contract/regular academic staff shall provide a full professional service week, 40 hours, that includes duties among the following, but is not limited to, teaching, preparation, advising (paid advising will be per Appendix A-7), evaluation, student activities (such as clubs, professional activities, and study groups), class sign up/enrollment, maintenance of office hours, participation in college/district committee meetings, program development, and professional development activities, and other duties as described in Article 16. Faculty shall have a five-day schedule unless an alternate schedule is given by the Division Chair and the VPI/CIO, as appropriate. Academic assignment and related duties are professional obligations expected of all faculty and these common obligations may be assigned by the VPI/CIO, within the 175-day academic schedule, if they are not reasonably being performed by a faculty member.
 - C. Faculty duties shall include but not be limited to the following. The faculty member shall:

1. Provide instructional and/or non-instructional services specified by the instructor's contract and/or staff assignment sheet. Meet and conduct all classes under their direct supervision as assigned.
2. Develop or participate in the development of curriculum, services, and/or activities. Review curriculum and/or services periodically, revising as necessary.
3. Provide current course orientation materials to each student on the first day of class, and discuss orally the course content. These materials will minimally include approximate dates of examinations, grading criteria, and general rules that will affect student grades (such as drop/add deadlines, withdrawal deadlines, tardiness, student class participation). A copy of the orientation materials shall be provided to the VPI/CIO upon request. A copy of the syllabus shall be provided to the Office of Instruction.
4. Plan instructional or non-instructional activities with due regard to the level and purpose of the course or service area.
5. Communicate with students and staff in a professional manner.
6. Maintain current expertise in subject matter and/or service area.
7. Attend and participate in college/cluster and/or departmental meetings and activities on contract days.
8. Adhere to college and district policies and procedures.
9. Reasonably assist in the maintenance of facilities and equipment.
10. When reasonably possible, report absences in sufficient time to provide proper substitution.
11. Not combine, cancel, or change meeting times or places or classes or activities without permission of the VPI/CIO or their designee.
12. When assuming the responsibility for supervision of students at events or field trips held under college sponsorship, provide supervision from the beginning to the close of the activity and ensure that volunteers do not have unsupervised contact with students.
13. File an injury report with VPI/CIO or designee if a personal or student injury occurs while faculty is on duty.
14. Maintain a current address and telephone number with the VPI/CIO or designee.
15. Participate or assist in recruiting and articulation activities with local schools, other community colleges, four-year colleges when appropriate to the instructor's program.
16. Participate in job placement, student follow-up, and advisory committees as appropriate.
17. Complete mandated course reviews and submit outlines as requested.
18. Significant duties outside of the duties listed above and the individual's job description may be considered for reassigned time. Reassigned time under this section shall be mutually agreed upon by the VPI/CIO and the faculty member. This reassigned time is considered to be for short-term temporary projects.

D. The academic base load shall be fifteen (15) equated hours per week. Academic load factors shall be as follows:

1. All lectures, including English Composition, shall be equated at 1.0.
2. All learning center labs and non-credit courses shall be equated at .67.

3. All P.E. courses should be equated at .75.
 4. All CTE labs not listed below shall be equated at .85.
 5. Certain science labs and science related labs in ANTH; BIOL; CHEM; ENVR; FORS; GEOL; PHYS, shall be equated at 0.90.
 6. Certain additional labs added to a course may, at the discretion of the VPI/CIO, be equated at .50, based on the lab's academic rigor and workload.
- E. Full-time instructors shall schedule, post, and maintain at least five (5) office hours per week. Each instructor shall keep a minimum of one hour office time on each day when at least one class is scheduled. Instructors will provide a schedule to the Office of Instruction. In addition, Instructors will post a schedule outside their offices and on Microsoft Outlook Calendar within the first week of school. Schedules shall include all office hours and class assignments and shall be kept current throughout the semester. Additional assistance is available from the Office of Instruction. If needed, training will be available upon request.
- F. The District may average load assignments for academic instructors over one (1) academic year (Fall and Spring semesters).
- G. Academic assignments will be scheduled by the Office of Instruction in consultation with the individual full-time instructors. Consultation means that the VPI/CIO or designee will send a proposed schedule for review by October 30 for Fall assignments and March 30 for Spring assignments. The faculty member will review and comment by November 15 and April 15 with suggested changes. If the VPI/CIO or designee is unable to accommodate the unit member's desired changes, the unit member will be notified. Notification of schedule to the faculty will occur no later than Dec. 1 for the following Fall term and May 1 for the following Spring term.
- H. A unit member may not (with the exception of extra service) without their consent, be scheduled for the following:
1. A day assignment following an evening assignment with less than a 12-hour break;
 2. For more than five (5) consecutive hours of instruction or six (6) consecutive hours of counseling without a one-hour intervening break, except for Saturday classes and summer, unless mutually agreeable to the contrary.
- I. Faculty members shall not conduct personal business nor accept other employment which interferes with contract responsibilities nor use District personnel, facilities or equipment for personal business or other gainful employment.
- J. Full-time faculty who oversee employees will participate in trainings as required. The Human Resources Director will coordinate with the unit members regarding required trainings, dates, and times.

II. Counselors

If counselor position is a full-time faculty member, the job description will be determined accordingly.

III. Directors

- A. The Library Director shall be employed 11 months, 193 days, working thirty-five hours a week scheduled by the District. These duty days are to be determined mutually between the director(s) and the VPI/CIO. If the library director teaches an academic course as part of their regular workload, this load should be considered part of the regular workload for the week.
- B. The Allied Health Director will receive a 0.2 FTE reassignment related to program direction and coordination including, but not limited to:
 1. Supervising and coordinating the Vocational Nursing Program and other programs under Allied Health, including but not limited to the Nurse Assistant Training Program and Emergency Medical Technician course, in conformance with applicable state regulations, requirements, accreditation standards, and state and college policies. Responsible for such activities as course scheduling, creation of budget, purchase of supplies, evaluations, and other related matters.
 2. Reviewing and maintaining any required student or instructor records including licensure applications, certificates of completion for continuing education courses, and health data as required by clinical partners. Assisting students with licensure applications. Issuing certificates of completion for continuing education courses consistent with BVNPT regulations.
 3. Completing program reporting and reaccreditation requirements for all Allied Health programs as set forth by relevant regulatory agencies including but not limited to: the Board of Vocational Nursing and Psychiatric Technicians, California Department of Public Health, and Northern California Emergency Medical Services. Overseeing preparation of self-study report for BVNPT approval visit. Ensure good standing and current licensure approval from BVNPT.
 4. Initiating and maintaining contractual agreements and clinical schedules with community service agencies used as clinical sites for the Allied Health programs.

If staffed on an 11-month basis, the Allied Health Director will receive overload for a teaching assignment that exceeds the normal monthly teaching expectation of a full-time faculty member

IV. Coaches

Coaches are ten (10) month employees working one hundred seventy-five (175) duty days over the ten-month fiscal year. The coaching assignment also includes responsibility for all recruiting, retention, game development, games, practices, and playoffs during the entire fiscal year.

Coaches' duties that are described under an equated load obligation and may be balanced between coaching and instructional duties at the discretion of the district. Coaches report to the VPI/CIO or designee, for all duties.

The coaches' load may be discussed at any time by either the Federation or the District (as per the guidelines established in the contract).

Comprehensive List of Coaching Duties

- Ten (10) month 175 day instructional duties
- Game and game preparation and development days
- Regular office hours
- Recruiting duties
- Retention duties
- Coaching duties other than equated load duties
- Practices
- Playoffs, if applicable
- Budget development
- Team travel arrangements
- Academic performance of team member
- Promotion of college services
- CCCAA/NIRA paperwork
- Athletic conference meetings
- Fundraising
- Supervision of coaching staff
- Name, image, likeness coordination
- Academic progress reports, early alert interventions and follow-up
- Other coaching duties per the job description

Many of these duties occur during the entire fiscal year and not just the 175 day academic schedule

A. Recruiting and Retention

Each coach is responsible to recruit and retain minimum team numbers as described below. A \$5,000 stipend will be paid by position, not team (e.g., a coach who has more than one team only receives the stipend once), for recruiting and other duties performed outside of the 175-day academic schedule. This will be paid over ten (10) months for ten-month full-time faculty head coaches.

Men's Football	57
Men's Baseball	31
Women's Softball	18
Women's Basketball	13
Men's Basketball	13
Men's/Women's Soccer	18 men, 18 women

Men's/Women's Rodeo	42
Beach Volleyball	15
Court Volleyball	15
Track and Field	13
Cross-Country	10

Minimum team numbers are designed to offset expenses associated with athletic programs. If significant changes to recruiting occur, impacting the coaches' ability to successfully recruit athletes, the minimum numbers shall be reviewed.

For purposes of this subsection the measurement of minimum team numbers shall be determined by the average of the fall and spring semesters as the number of students enrolled at census in the intercollegiate (in-season) and advanced (out-of-season) class rosters (e.g., intercollegiate baseball). A "student" is one who is taking twelve (12) or more units, or a CCCAA "9 unit learning disabled" designated student. This calculation shall include "red shirts", i.e., students on the CCCAA eligibility roster. Coaches get credited 1/2 if a student is on two teams. It is expected that the coach will maintain a sufficient number of eligible student-athletes to compete in all intercollegiate competitions.

The preparation of information for any production materials of any program specific recruiting materials is the responsibility of the coach. The District shall produce the sports brochures and recruiting materials using its resources for every sports program in a timely manner to the extent that budgeted resources will allow.

B. Program Management

Coaches are responsible for budget development and monitoring their program budget and expenditures. Travel arrangements and scheduling are the coaches' responsibility. The coach is responsible for communicating with the faculty on academic interventions and early alerts, student athletes' attendance and academic performance. The coach is also responsible to promote college services (financial aid, student housing, categorical programs, etc.) to all student athletes. The coach is responsible for CCCAA/NIRA paperwork including eligibility and to monitor and assist with athlete's behavior according to the "athletic code of conduct."

C. CCCAA Compliance Meetings

Coaches are responsible to attend Golden Valley Conference, Bay Valley Conference, Northern California Football Alliance, and CCCAA/NIRA meetings as directed. Coaches are expected to be active and knowledgeable in the CCCAA/NIRA organization and rules.

D. Fundraising

Coaches are required to be active in a fundraising campaign for his or her sport program or the athletic department. There shall be no requirements for specific fundraising goals unless these amounts have been officially agreed to by the Gender Equity in Athletics committee, the coach, the Athletic Director, and the VPI/CIO.

E. Orientation

Coaches are responsible to promote and participate in student orientation programs.

F. Coaching Instructional Duties

Each coach is responsible to teach one in-season (intercollegiate) (7.5) and one out-of-season (advanced) (7.5) sport/competition class and one theory (2.25) class per semester. For unit members who coach more than one team, the instructor's base load will include the practices for both teams, and one theory class per semester. The head coach is to be the instructor of record for all of the above classes, which have the above noted equated load. In the event that regulatory or curricular developments necessitate changing a coach's teaching load, the new assigned load will be no greater or less than the load described here.

The coach is responsible to monitor the student athletes' attendance at sport practices and in-season and out-of-season weight sessions.

Each coach shall teach six (6) equated load (3 per semester) in addition to the above load in the coach's sport.

G. Office Hours

Coaches are obliged to hold a minimum of four (4) office hours per week. These hours will be posted as described in this assignment.

V. Load and Pay Structure for Cooperative Work Experience

Load for CWEE classes will be assigned at the rate of six students per lecture-hour equivalent, or LHE (18 students per 3.0 LHE), with an upper limit 6.0 LHE per year. At the discretion of the VPI/CIO, one-time load assignments to faculty who are developing new CWEE programs will be considered in order to fairly compensate them for the start-up efforts in building new relationships with employers.

VI. Overload for full-time faculty:

Regular faculty shall receive compensation for overload assignments pursuant to the Overload Salary Schedule shown as Appendix A-2 to this agreement.

VII. Reduced Load or Under-Loaded Staff

- A. The District may assign under loaded unit members or reduce the load of fully loaded unit members to perform duties consistent with their unit member position. Such activities shall include but not be limited to:
1. course/curriculum development
 2. articulation project(s)
 3. student activities

4. teaching community service or non-credit courses
5. academic administration
6. intercollegiate athletics
7. recruitment and evaluation of part-time faculty
8. adult basic education

B. For all such assignments each reduced equated hours for teaching faculty equals 2.33 hours of assigned activities. Non-teaching faculty are assigned on an hour-to-hour basis for assigned duties.

VIII. Academic/Vocational Qualifications

A. The District shall make every effort to provide information to the faculty about academic/vocational qualifications needed to teach for FRCCD.

B. The District has the right to assign faculty to a discipline they are qualified to teach.

IX. Extra Service

A. Regular permanent instructors may not teach beyond their regular full-time assignments, more than .2 equated load, or one (1) class on an extra service basis, whichever is greater. Exceptions to this must be approved by the District.

B. Regular permanent instructors may not teach beyond their regular full-time assignment for the purpose of extra service credit until the regular assignment has been accomplished. Exceptions to this must be approved by the District.

C. Counselors (regular and categorically funded) and the Library Director may not work beyond their regular full-time assignments for more than six (6) hours per week. Exceptions to this may be approved by the District.

D. The District agrees that extra duty jobs listed in Appendix A-7 should be made available to all faculty.

E. The District agrees that the extra duty job of Agriculture/Equine Studies Department Chair will only be available to those faculty who have an agriculture specific FSA.

X. Class Size

A. Minimum class size shall be twelve (12) students: A class may be less than twelve (12) by mutual agreement of the faculty member and the VPI/CIO or designee.

B. Second year or sequential courses may be offered with fewer than twelve (12) students per class.

C. Courses which are part of a student's degree pathway or certificate program may be offered with fewer than twelve (12) students per class.

- D. Maximum class size shall be limited to the number of workstations or physical limits of the facility determined by fire regulation except for English 101 where the maximum class size shall be twenty-five (25).

At the discretion of the District, and upon consultation with the faculty member, additional load may be credited pro-rata for large lecture sections, which exceed the minimum class size by a factor of 2.5 or more.

XI. Class Preparation

The number of preparations for an instructor varies according to program needs; however, three (3) preparations are considered the norm.

- XII. Any faculty member assigned to more than nine (9) different equated credit hours of preparations in each semester, to be averaged over the academic year, shall be paid an additional one hundred fifty dollars (\$150.00) for each three (3) equated unit hours or portion thereof over nine (9) unit hours.

- A. If faculty members are assigned less than nine (9) preparation hours in any semester, the faculty member shall carry such credit forward to subsequent academic years to permit additional preparations being assigned by the College without required payment, as noted above.
- B. Payment pursuant to this subsection shall be made in the second full payroll period in the Spring semester.
- C. Classes taught as “overload” are not additionally compensated under this “class preparation” section.

XIII. Independent Study and Directed Study

Independent Study/Directed Study shall be approved by the CIO. Faculty providing approved independent study/directed study shall be paid according to the Performance Stipends in Appendix A-7.

XIV. Reassigned Time to Professional Responsibilities

- A. The Faculty Senate President shall receive either reassigned time for each semester serving in this capacity, OR an annual stipend as determined by the District and in compliance with Appendix A-7. The stipend meets STRS criteria for “creditable compensation” and shall be reported as such.
- B. Statewide faculty senate representation will be accommodated by management accepting payment from the statewide faculty senate for substitutes to replace the participating faculty member.

See Performance Stipends in Appendix A-7.

XV. Division /Department Chairs (if position filled by a unit member)

If a permanent faculty member is selected as a Division Chair:

They shall have their base salary augmented by the amount established in Appendix A-7. The stipend meets STRS criteria of “creditable compensation” and shall be reported as such. If the Chair and the VPI/CIO mutually agree, release time may be granted in accordance with Appendix A-7. These Chairs shall serve ten (10) days beyond the 175-day certificate contract, such days scheduled in advance by the VPI/CIO after consulting the Division Chair. Term of office will be for two (2) years. Selection of these Chairs will be by the procedures contained in the Division Chair Joint Agreement. Removal from office shall occur upon a 2/3 vote of no confidence from the Division members. Such vote shall be by secret ballot and conducted by the Academic Senate.

Each Chair will submit to the VPI/CIO by July 1, proposed annual objectives for the next year based upon their duties, and the District’s strategic plan. After consultation with the Division Chair, the VPI/CIO may modify, add or delete objectives. The annual objectives shall be approved by the VPI/CIO not later than August 1 and will cover the 185-day annual contract term of the Division Chair. By August 1, each Division Chair will provide the VPI/CIO a written report on their achievement of objectives for the current year. Removal from office or reduction of stipend may be done by the VPI/CIO for non-performance of the annual objectives. The VPI/CIO shall provide justification for removal from office or reduction of stipend in writing to the faculty member and Federation. However, the VPI/CIO shall first meet and confer with the Division Chair and the Federation President prior to making the decision to remove from office or reduce the stipend of a Division Chair.

See Performance Stipends in Appendix A-7.

XVI. Phi Theta Kappa Advisor (if position filled by a unit member)

A. The PTK Advisor duties shall include:

1. Advise PTK Members
2. Provide guidance and leadership in PTK activities
3. Conduct all PTK ceremonies including inductions
4. Participate in PTK functions and workshops
5. Act as liaison between FRC PTK Chapter and the National PTK
6. Assist students in scholarship applications, i.e., Truman, USA All-American, etc.
7. Other duties as needed to maintain the FRC PTK chapter
8. The PTK Advisor shall be paid a stipend according to the Performance Stipends in Appendix A-7. Removal from office or reduction of stipend may be done by the VPI/CIO for non-performance of duties. The VPI/CIO shall provide justification for removal from office or reduction of stipend in writing to the faculty member and Federation. However, the VPI/CIO shall first meet and confer with the PTK Advisor and the Federation President prior to making the decision to remove from office or reduce the stipend of the PTK Advisor.

XVII. Faculty Flex Coordinator (if position filled by a unit member)

- A. The parties agree that the Faculty Flex Coordinator's duties shall consist of development and coordination of flex activities for the faculty for the faculty flex days designated in the Academic Calendar. The Coordinator shall serve as a member of the Professional Development Committee, review individually planned flex activity days and forward to VPI/CIO for approval, report to the Council on Instruction on a regular basis, and provide faculty attendance rosters to the Professional Development Committee chair.
- B. The Faculty Flex Coordinator may be paid via a stipend or release time as established in Appendix A-7 based on the mutual agreement of the VPI/CIO and the faculty member, based on the agreed upon plans, objectives and work load. Removal from office or reduction of stipend may be done by the VPI/CIO for non-performance of plans and objectives. The VPI/CIO shall provide justification for removal from office or reduction of stipend in writing to the faculty member and Federation. However, the VPI/CIO shall first meet and confer with the Faculty Flex Coordinator and the Federation President prior to making the decision to remove from office or reduce the stipend of a Faculty Flex Coordinator.
- C. The parties agree that during any year in which the Faculty Flex Coordinator does not serve a full year in the position, the position may be made available on a pro-rated basis.

See Performance Stipends in Appendix A-7.

XVIII. Research Symposium Coordinator (if position filled by a unit member)

- A. The Research Symposium Coordinator duties shall include:
 1. In consultation with the VPI/CIO and VPSS/CSSO, schedule one research symposium per semester.
 2. Promote symposium events in order to build broad participation and interest among campus community.
 3. Work collaboratively with faculty to engage a wide variety of classes and students in this culminating event to showcase academic excellence.
 4. Work collaboratively with necessary staff to organize logistical elements of events such as reserving spaces, organizing technology, and providing food.
- B. The Research Symposium Coordinator shall be paid a stipend according to the Performance Stipends in Appendix A-7. Removal from office or reduction of stipend may be done by the VPI/CIO for non-performance of duties. The VPI/CIO shall provide justification for removal from office or reduction of stipend in writing to the faculty member and Federation. However, the VPI/CIO shall first meet and confer with the Research Symposium Coordinator and the Federation President prior to making the decision to remove from office or reduce the stipend of the Research Symposium Coordinator.

XIX. Grant or Special Project Stipends

- A. Grant stipends for faculty members shall be paid according to the grants specifications and appropriate amounts as spelled out in the grant.
- B. Special Project stipends are to be paid according to the special project guidelines.
- C. Duties of the participant are to be communicated by the grant or special project coordinator. Certification of performed duties may be required as follows:
 - 1. Report as to duties performed including timelines.
 - 2. Record of meetings attended.
 - 3. Record of contact with other grant funded members.
 - 4. Coordinator of assigned duties or tasks.
 - 5. Stipend amounts may vary.

ARTICLE 17: MILEAGE

I. Academic faculty whose contract assignments necessitate travel within the District, within a single instructional day shall be compensated for the use of their vehicle at the current IRS mileage reimbursement rate for each mile that exceeds the round trip destination from their home to the campus at Quincy. The net round trip mileage to be reimbursed shall be as follows:

Chester	92 miles
Portola	66 miles
Greenville	42 miles

- II. Request for vehicle reimbursement shall be submitted on a trip-by trip basis and within (30) days of such travel, and no obligation will exist for payment reimbursement requests that are submitted after thirty (30) days from the date incurred.
- III. Mileage reimbursements shall be paid within thirty (30) days of submission.
- IV. Authorization to be paid mileage shall be pre-approved by either the VPI/CIO, VPSS/CSSO, or Superintendent/President. No obligation will exist for payment reimbursement requests that are not pre-approved.

ARTICLE 18: CALENDAR

- I. The Calendar committee shall receive input from all constituencies and study the above calendars from other colleges that have already adopted them
- II. The makeup of the Calendar Committee is defined in BP/AP 2510; however, an equal number of representatives designated by the Federation and Superintendent/ President, as well as other possible members shall annually convene.
 - A. The timely and accurate development of an academic calendar is the chief mandate of the college’s Academic Calendar Committee. This committee will be convened by the chief instructional officer, chair of the Academic Calendar Committee, early in the

fall semester to ensure that the Federation and Superintendent/President have enough time to review and make suggestions for a Board of Trustees (BOT) calendar approval no later than the BOT March meeting.

- B. The calendar must be ratified in advance of going to the BOT by the full-time faculty union within one month of receipt from the Academic Calendar Committee (excluding the semester break).
- C. Faculty representatives shall be designated by the Federation.
- D. The “Academic Calendar” covers the entire period from the beginning of one fall semester to the beginning of the subsequent fall semester, including holidays, breaks, intersessions and summer sessions.

III. Flexible Calendar Agreement

- A. The Standard Fall/Spring Instructional Calendar includes 175 days of instruction, of which upon mutual agreement, up to 15 days may be designated as faculty development days – in a combination of institutional days, individual professional planned days, or structured development days.
 - 1. If an alternative calendar is approved for the College, the required 175 days of instruction may fall outside of the standard fall/ spring semesters.
 - 2. The Flex Schedule may include the following:
 - a. In-Service Day (Institutional Day)
 - b. Structured flex activities
 - c. Individually planned flex activities
 - d. Campus-wide Professional Development day (mid semester)
 - e. Individual Planned Professional Days
 - (1) Proposals for individually planned professional days shall be submitted by faculty to the Faculty Flex Coordinator for review, proposals are to be submitted within two weeks of the start of each semester
 - (2) It is understood that individually planned flex activities may become known outside of the timeline mentioned above. The Flex Coordinator will review out of timeline requests and will make recommendations for approval to the VPI/CIO.
 - (3) Retroactive activity requests will be considered for approval at the next possible schedule due date.
 - (4) The VPI/CIO shall approve or reject the recommendation of the Faculty Flex Coordinator regarding the individually planned activities.
 - (5) Any individual faculty member whose plan is rejected by the VPI/CIO may appeal the VPI/CIO’s decision to the Professional Development Committee. The committee decision is final and binding on all the parties.

- f. The Faculty Flex Coordinator shall be responsible for the verification of attendance at mandatory flex activities and individually planned days to the Professional Development Committee Chair for future audits
- g. Structured Professional Development Days
 - (1) The Faculty Flex Coordinator, in conjunction with the VPI/CIO, shall plan faculty structured development day(s) as appropriate on a year to year basis per the section above, after surveying the needs and interests of faculty. In addition, the Faculty Flex Coordinator, as a member of the Professional Development Committee, will participate in the development of campus wide activity days. These structured days shall be part of the academic schedule and faculty are mandated to attend if an approved plan per the section above does not exist for the full structured days on a day per day basis.
- h. Funds may be made available to support flex activities, based on a proposal drafted by the Faculty Flex Coordinator, who is responsible to submit the proposal for approval by the Professional Development Committee.

Faculty who do not have approved individual planned professional days or who do not attend the structured flex activities for a total of the required flex hours shall have their salary docked for each half day below the required days.

Faculty members who are absent from structured flex days are still responsible for upholding deadlines mentioned during these days and are expected to become acquainted with any and all information that was communicated.

IV. The Calendar Committee shall determine the academic holidays after referring to the issuance of annual holidays as set by the Chancellor’s Office. Full-time faculty on a ten-month appointment shall be excused from assignments during scheduled winter and spring recess. Winter recess shall be the period from the last day of final examinations until faculty assigned days for the Spring as contained in the academic calendar

Should a holiday fall on a Saturday the holiday will be celebrated on the previous Friday. Should a holiday fall on a Sunday the holiday will be celebrated on the following Monday or Tuesday as determined by the Superintendent/President. Should two consecutive holidays fall on a Saturday and Sunday the previous Friday and following Monday shall be celebrated as the holidays.

ARTICLE 19: CLOTHING, UNIFORMS, AND EQUIPMENT

The District shall provide the faculty member with any protective clothing, uniforms, or equipment that is required by the District in order to teach in their discipline. In cases where employees are supplied with safety equipment, they will be required to wear and/or use such equipment.

ARTICLE 20: GRIEVANCE PROCEDURE

"Grievance" as defined in this Agreement shall be brought only through this procedure.

I. Definitions

- A. "Grievance" is a formal allegation by a grievant that the grievant has been adversely affected by a misinterpretation, a misapplication, or a violation of a specific section of this Agreement.
- B. A "grievant" may be any member of the bargaining unit covered by the terms of this Agreement.
- C. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the Feather River Community College District is open for business.
- D. The "first level manager" is the immediate supervisor (outside of the bargaining unit) having direct jurisdiction over the grievant.

II. Forms for processing grievances shall be prepared mutually by the Federation and the District. The forms shall be printed by the District and given to the President of the FRCFT.

III. A grievance may be lodged:

- A. by a faculty member;
- B. by a faculty member accompanied by a representative;
- C. through a Federation representative, if the faculty member so requests (in written form);
- D. by a Federation representative in the name of the Federation.

IV. The Federation shall have the right to have a representative present at each step of the grievance procedure if requested by the grievant.

V. If the same grievance is made by more than one (1) faculty member, the District may allow the Federation to consolidate such grievances. The final decision of such a grievance shall apply to all grievants.

VI. No faculty member at any stage of the grievance procedure shall be required to meet with any administrator concerning any aspect of a filed grievance without Federation representation if requested by the grievant.

VII. Written notices to be given under this grievance procedure may be given by hand to the appropriate person, or sent by registered mail. If given by hand, the date shall be counted as the date of the notice. If given by mail, the date of notice shall be counted as the day of mailing.

- VIII. No threats or retaliation shall be made against any participants in the grievance procedure by reason of such participation. Grievance materials shall not be placed in the personnel files.
- IX. A decision rendered at any level in this procedure becomes final unless appealed by the aggrieved person within the time limit specified.
- A. By mutual written agreement, the time limits contained herein may be waived. Also, by mutual agreement the grievance may revert to a prior level for consideration (excluding step three).
 - B. Failure of the administrator to respond within the time limits shall automatically move the grievance to the next step of the grievance procedure.
- X. Decisions rendered at Steps 1 and 2 of the grievance procedure set forth herein shall be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the grievant and President of the Federation. Time limits for appeal provided in each level shall begin three (3) days following posting by the registered mail of the written decision by the Parties in interest.
- XI. If the grievance hearing is scheduled during the grievant's or representative's working hours, the grievant/representative shall suffer no loss of pay in order to present the grievance(s).
- XII. Upon reasonable request, the Board Agent shall provide the FRCFT with legal, relevant, unrestricted and non-confidential information. Such data and/or information will be made available in a format that does not require research and/or analytical manipulation; excluded will be all confidential information or material as defined by applicable law. The time required to obtain information within this provision (i.e., between request and delivery) shall not count in terms of response deadlines for the grievant or the Federation.

XIII. Grievance Procedure Steps

All grievances shall follow the five-step procedure:

A. Step 1

Within twenty (20) days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the grievant shall present their grievance, either orally or in writing, to the first level manager. Within twenty (20) days from the date of the informal conference, the first level manager shall communicate their decision to the grievant in writing together with supporting reasons, and with a copy to the Federation and the District's Hearing Officer.

B. Step 2

If the grievant is not satisfied with the decision at Step 1, they may submit a written grievance on the appropriate form within twenty (20) days to the District's Hearing Officer. A copy of the decision rendered by the first level manager shall be attached to the grievance. Within twenty (20) days, the District's Hearing Officer shall communicate to the grievant the decision in writing together with supporting reasons, and transmit a copy to the Federation.

The written Step 2 grievance statement shall include:

1. A description of the specific factual basis for the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
2. A listing of the Article and Section of the Agreement alleged to have been violated or misapplied;
3. A statement of the reasons why the Step 1 written resolution of the immediate supervisor is unacceptable to the grievant;
4. A listing of the specific remedies requested by the grievant;
5. A request for a conference with the appropriate manager, if desired.

C. Step 3

If the grievant is not satisfied with the disposition of the grievance at Step 2, they may file for a Step 3 hearing, before the Superintendent/President. The appeal shall include a statement of the reasons why the Step 2 resolution is unacceptable to the grievant.

Such filing shall be on the form supplied by the District. It shall have attached to it copies of the written Step 2 grievance, and, where applicable, the Step 1 written resolution and the Step 2 written decision.

A grievant who files for a Step 3 hearing shall do so within twenty (20) days of receipt of the Step 2 written decision. A grievant not complying with this time requirement will be deemed to have waived the right to a Step 3 hearing. Within twenty (20) days, the Superintendent/President shall communicate the decision to the grievant in writing together with supporting reasons, and transmit a copy to the Federation.

D. Step 4 - Advisory Arbitration - Dispute Resolution

1. Advisory arbitration is for the exclusive use of the Federation. A grievant not represented by the Federation shall, if not satisfied with the decision of Step 3, within five (5) days, appeal the decision to the Board of Trustees. In the event the Federation is not satisfied with the decision at Step 3, it shall, within five (5) days, give written notice to the Superintendent/President demanding advisory arbitration. Within five (5) days of receipt of the demand, the District shall request of the California Mediation Service, or other sources as the parties mutually agreed upon, a list of five (5) qualified arbitrators.
2. It shall be the function of the arbitrator, and they are so empowered except as their powers are herein limited, to make recommended decisions in cases of alleged violations of the specific Articles and sections of this Agreement.
3. The arbitrator shall have no power to:
 - a. Add to, subtract from, disregard, alter or modify the terms of this Agreement;
 - b. Establish, alter, modify or change any salary structure;
 - c. Rule on:
 - (1) Termination of the services of, or failure to reemploy any employee;

- (2) Any matter of unit member evaluation other than failure to comply with procedures or procedural aspects;
 - (3) Any claim or complaint for which there is another remedial procedure or course established by law or regulation having the effect of law.
4. The arbitrator's expenses, including any per diem fees, actual and necessary travel and subsistence expenses, and other fees and expenses, including a court reporter, shall be shared equally by the parties. Other expenses shall be borne by the parties incurring them. Neither party shall be responsible for the expense of witnesses called by the other.
5. Notwithstanding the above paragraph, where an arbitrator's recommendation is in favor of the grievant, and the Board reverses such recommendation, the District agrees to pay the full cost of the arbitrator's fees and expenses. Conversely, where an arbitrator's decision is in favor of the District and the Federation appeals the affirmed decision to the courts, the Federation agrees to pay the full costs of the arbitrator's fees and expenses.
6. Advisory arbitration awards shall be in writing and furnished each party to the hearing.

E. Step 5 - Board of Trustees

1. With Advisory Arbitration:
 - a. The Board shall consider the arbitrator's decision in public or closed session at the mutual consent of the grievant and the Board, at its next regular meeting, after receipt, provided a minimum seven (7) days elapse from receipt until the Board meeting. If mutual consent cannot be reached the meeting shall be in closed session.
 - b. The Board may implement the recommendations, may not implement the recommendations in any way, may meet with the Federation to discuss other alternatives, or may take other actions at its sole discretion. The Board may meet with the Federation in public or closed session at the mutual agreement of both parties. If the Board and Grievant do not agree, the meeting will take place in closed session.
 - c. The Board shall, within twenty (20) days thereafter, submit its decision, in writing, to the Federation.
 - d. The decision rendered shall be final as to the District except to appeal a court decision in favor of the Federation. The Federation reserves its full legal remedies including recourse to court action.
2. Without Advisory Arbitration:
 - a. The Board shall consider the appeal in public or closed session, at the mutual consent of the grievant and the board, at its next regular meeting after receipt, provided a minimum fifteen (15) days elapse from receipt until the board meeting. If mutual consent cannot be reached, the meeting shall be in closed session.

- b. The Board will consider the appeal based solely upon the written record, and shall give an opportunity to the grievant to address the Board.
- c. The Board shall, within twenty (20) days after the hearing, submit its decision, in writing, to the grievant.
- d. The decision rendered shall be final as to the District except to appeal a court decision in favor of the Federation. The grievant reserves their full legal remedies including recourse to court action.

F. Release Time

Authorized Federation representatives and the grievant shall be released from their regular work duties, without loss of pay or benefits, when grievance resolution meetings are scheduled during their regular working hours.

ARTICLE 21: NEW FACULTY JOB DESCRIPTIONS AND SALARY PLACEMENT

In the interest of preventing unintentional errors and to limit future misunderstandings, the Federation and District have agreed to consult on new faculty job descriptions and to review for accuracy the salary placement of new faculty members.

The Federation understands that the legal right to describe the work to be done by employees (faculty job descriptions) and decisions regarding salary placement reside with the employer (the District). The District does not “give up” or diminish its legal rights to make such decisions in these areas by agreeing in this article to consult and receive advice from the Federation on these two District responsibilities. The District recognizes that such decisions need to conform to the District-Federation agreement where applicable. In the event of a disagreement or unresolved concern, the District will make the final decision. The District decisions related to this article are subject to the grievance process.

ARTICLE 22: SALARY

I. Academic Faculty

- A. The District and the Federation are committed to the goal of the “Small College Average.” This average is to include the average of five small colleges (Barstow, Lake Tahoe, Lassen, Palo Verde, and Siskiyou). The average is to be calculated at the highest salary level for a Master’s Degree, including longevity. This calculation is to be done on the most recent salary schedule for each college, for a completed paid year, at the beginning of a contract period.
- B. It is further agreed if funding decreases and a fiscal emergency exists that an MOU will be proposed in order to alleviate the fiscal crisis. The MOU will be for the “fiscal crisis” only and salaries shall increase to the “small college average” through agreement thereafter.

- C. For the 2022-2023 Cost of Living Adjustment (COLA) will be provided, if any.
- D. For the 2023-2024 Cost of Living Adjustment (COLA) will be provided, if any.
- E. For the 2024-2025 Cost of Living Adjustment (COLA) will be provided, if any.
- F. All extra service assignments shall be compensated as set forth in the overload salary schedule shown in the appendices.
- G. When a unit member whose compensation is based upon the regular salary schedule is absent for reasons that do not justify the use of any of the forms of authorized leave with pay, a fraction of the employee's annual salary will be deducted. The fraction will be the number of days absent divided by the number of service days in the academic year. This cannot be considered unauthorized leave with the potential for disciplinary action and due process is not waived.
- H. Academic personnel shall have the substitute rate of pay deducted for absence for any other cause not specified in any of the forms of authorized leave with pay, if the Vice President of Instruction/Chief Instructional Officer approves such absence in advance.
- I. Pay periods will be by the calendar month for each month employed with warrants issued according to the District payroll calendar.
- J. Tenured faculty members who serve in district administrative assignments shall be credited with each year of administrative service on the faculty salary schedule when returning as a faculty member.
- K. In accordance with California Education Code, educational administrators who are qualified and able to retreat into faculty vacancies will be placed upon the faculty salary schedule in accordance with the initial salary placement procedures.

II. Compensation Adjustment in Case of a Fiscal Crisis

- A. A fiscal crisis is defined as a fiscal year during which the District's revenues decrease through the funding mechanisms and formulas of state or federal government. This includes only the unrestricted General Fund. Fund balances and reserves shall be used to alleviate any fiscal crisis to the extent agreed upon.
- B. The District and the Federation agree to the following values (un-prioritized):
 1. Avoid layoffs.
 2. Maintain FTES and capture all growth funds possible.
 3. Hire no new positions (Grant/Categorical positions are exception; however, there can be no general fund backfill except for the CDC Program and the Bookstore).
 4. It is recognized that the purpose of concessions (if agreed to) is to balance the budget.
 5. Verification of figures is to be validated in the CCFS 311 documents.
 6. Verification of figures in the 50% Law document – by independent audit.

7. Cut discretionary funding.
 8. Line by line budget review if necessary.
 9. Accurate revenue and expenditures shall be presented through the shared governance process, via the Budget Committee, and shall be presented to the Federation Negotiation Team at regular intervals.
 10. Any revenue increases go to compensation on a per constituency basis. Priority will be given to uncontrollable expenses, i.e., utilities, fringe benefits, and insurance (it is understood that priority will also be given to annual step increases and longevity).
 11. Agreed upon use of District reserves, including ending and beginning fund balances and Rural Schools Fund set-asides.
 12. The District's cash reserve (currently 5%) will be maintained in accordance with Chancellor's Office regulations.
 13. Disclosure of General Fund amounts that are allocated to the dorms and the fitness center. Monies not allocated shall revert back to restoration; additional amounts spent shall come from the set-aside reserves.
 14. STRS and PERS implications are to be recognized, including possible backfills.
 15. Any adjustments will be shared on a pro rata basis.
 16. Faculty members will be offered Overload, when available, equal to 3 units or more.
- C. All options for any type of compensation adjustment are to be considered on a per employee (permanent faculty member) basis and any concessions are to be equitable among said members on a percentage basis. The following options are available on an individual basis. Records shall also be kept on an individual basis to ensure proper restoration.
1. Furloughs.
 2. Base salary reduction.
 3. Unpaid overload.
 4. Change in health benefit premium payments.
 5. All 11/12 month faculty may take a percentage cut of their additional month.
 6. Stipends may be reduced (see Appendix A-7.). Essential duties shall still be performed.
 7. Longevity or step increases may be delayed; however, they will be restored with all yearly increases.
 8. Reduction to part-time load (RWP) shall be recognized as a compensation reduction (if RWP credit exceeds the member's % salary concession, the balance will be applied to the whole unit).
- D. A Memorandum of Understanding will be drafted in the event of a "fiscal crisis." The letter will include the start and end date of the fiscal crisis, the percentage of concession required from the Federation, as well as a timeline for implementing stated reductions.

ARTICLE 23: HEALTH AND WELFARE BENEFITS

- I. The parties agree that health and welfare benefits include medical and basic life (offered as part of medical through JPA), life, dental, psychological and vision insurance, (here after referenced as “health and welfare”). The District will offer health and welfare open enrollment which allows members to choose their plan from any medical plan offered the District’s JPA.
- II. The parties agree that the District will fully fund the health and welfare plan up to a maximum of the following, per year, per employee: 2022-2023 = \$11,818; 2023-2024 = \$11,936; 2024-2025 = \$12,055. Health and welfare costs which exceed the above annual amounts will be shared by the District and the employee based on the following schedule. In the event of a fiscal crisis per article 22, the District cap will not increase and the amount in effect at the time of the fiscal crisis shall remain the same
 - A. Standard Plan amount minus the District contribution noted above plus 50% of the difference between the district contribution and the standard plan. Employee will pay the remaining (50%) difference of the health and welfare plan.
 - B. Basic Plan amount minus District contribution noted above plus 50% of the difference to the Standard Plan. (Note: District contribution over the plan amount will not be credited to the employee).
 - C. Premier Plan amount minus District contribution noted above plus 50% of the difference between the district contribution and the standard plan. Employee will pay the remaining 50% to the standard plan plus any additional costs associated with “buying up” to the Premier health and welfare plan.
 - D. Premier Plus Plan amount minus District contribution noted above plus 50% of the difference between the district contribution and the standard plan. Employee will pay the remaining 50% to the standard plan plus any additional costs associated with “buying up” to the Premier Plus health and welfare plan.
 - E. Consumer Driver Health Plan, the amount of the plan minus District contribution noted above plus 50% of the difference to the Standard Plan. (Note: District contribution over the plan amount will be credited to the employee’s Health Savings Account up to the allowable IRS limit provided District contribution exceeds IRS limit).
- III. Unit members working less than one-hundred percent (100%) of a full-time load (excluding those working a reduced workload under Article – 28) are entitled to premium payments pro-rated at the same ratio as their work load bears to full-time service, with the balance due insurance carriers to be paid by the unit member by payroll deduction. Unit members shall be individually responsible for making payment for such monthly amounts as, when added to the amount paid by the District, will equal the total monthly premium required for coverage. Payments of such monthly amounts shall be made by way of payroll deduction. In the event of a premium increase for the plan coverage herein, or for equivalent coverage under a different plan description, the District is authorized to cover such by way of payroll deduction, in order that unit members’ insurance coverage not be jeopardized.

- IV. The District may change an insurance carrier or administrator or may join in a JPA or a consortium or become self-insured after consultation with the Federation so long as the same level of benefits is maintained as agreed upon per this article or succeeding agreement.

ARTICLE 24: SENIORITY LIST

- I. The District is required to maintain a list reflecting the order of employment of all permanent contract or regular employees in the manner prescribed by Education Code, and to keep a roster of same as a public record. The intent of these statutes is to provide permanent contract and regular employees with their respective order of employment (seniority standing) in the District. (Appendix B-1).
- II. Records showing date of employment shall be accessible, on demand, to any academic employee of the District or to their designated representative.
- III. In the absence of records as to the determination of the first date of rendered paid service in a probationary or permanent contract position, the District, in accordance with evidence presented, shall determine the order of employment after giving employees a reasonable opportunity to present such evidence.

IV. Corrections on Seniority List

The Board shall have the power and it shall be its duty to correct any errors discovered from time to time in its records showing the order of employment. Any faculty member may submit documents for review, which may correct their first date of rendered paid service in a probationary or permanent contract position. The President of the Feather River Federation of Teachers shall be notified in writing whenever a change or a correction is made to the seniority list.

- V. The first method to determine seniority would be the date the employment contract is signed.
- VI. Same Employee Contract Signature Date of Paid Service in a Probationary or Contract Position: Every permanent contract or regular employee who first rendered paid service on the same date in a probationary or permanent contract position shall participate in a single drawing to determine the order of employment.
- A. A drawing shall take place at the District Human Resources Office.
- B. The President and Secretary of the Feather River Federation of Teachers will be notified of the drawing to take place along with affected employees.
- C. Employees who cannot be present or who refuse to participate in the drawing will not be omitted. The employees will be given the opportunity to designate a representative to act in their place. This proxy shall be in writing and provided to the office of Human Resources prior to the drawing.

- D. The "drawing date" shall be mutually agreed upon with the President of the Feather River Federation of Teachers.
 - E. Each person will draw twice.
 - 1. The first drawing will be according to alphabetical order and will determine the order of drawing for seniority.
 - 2. The second drawing will determine actual seniority placement.
 - F. Whenever the District discovers that an employee has been given an incorrect first date of rendered paid service in a probationary or permanent contract position, or whenever it is ordered by a court to change an employee's first date of rendered paid service in a probationary or permanent contract position, it shall make the appropriate corrections. If the correction results in the employee having a first date of rendered paid service in a probationary or permanent contract position, it shall make the appropriate corrections. If the correction results in the employee having a first date of rendered paid service in a probationary or permanent contract position, the same as one or more employees, the employee's seniority ranking within this group of employees shall be determined as follows:
 - 1. The first drawing will be according to alphabetical order and will determine the order of drawing for seniority.
 - 2. The second drawing will determine actual seniority placement.
 - 3. The total number of slips for the drawing shall be the total number of employees with the same first date of rendered paid service in a probationary or permanent contract position, including those employee(s) to be added to the sequence.
 - 4. The number drawn shall rank the added employee in the group following the employee's name with the same number of the sequence for that first date of rendered paid service in a probationary or permanent contract position.
(Example: When #2 is drawn, the employee shall be placed after the second employee's name on the seniority list with the same first date of rendered paid service in a probationary or permanent contract position.)
 - G. Any determination of an employee's order of employment pursuant to "breaking ties" shall be made within thirty (30) days of the date service was first rendered by the employee, or thirty (30) days from the receipt of a judicial order compelling the District to comply.
- VII. The District shall update the Seniority/Faculty Service Area list each fiscal year by October 1 of each year.

ARTICLE 25: LAYOFFS

The district will utilize the provisions of Section 87740 and 87743 of the Education Code to lay off unit members for any of the reasons permitted therein. Any dispute over compliance with the requirements of Sections 87740 and 87743 must be resolved through the statutory layoff appeal procedure and not through the contract grievance procedure.

ARTICLE 26: DISCIPLINE

The parties hereto agree that the discipline of unit members and appeals shall be pursuant to the provisions of Education Code Sections 87600, et seq., 87660 et seq.

ARTICLE 27: LEAVES

I. Leave of Absence

A. Effect of Leaves on Faculty Status

1. Faculty members on paid leave shall be granted credit for regular service for the purpose of advancement on the salary schedule. Except as otherwise provided in this Agreement, faculty members on approved leave without pay shall be granted the opportunity of continuing benefits available to other faculty members on a self-pay basis if allowed by the insurer.
2. Faculty members who avail themselves of unpaid leave in this section may be allowed advancement on the salary schedule. Faculty members requesting advancement under this section shall submit such request to the Superintendent/President no later than August 15, and advancement, if granted, shall occur the following academic year. Denial of such advancement shall not be subject to the grievance procedure.

B. Reinstatement

Upon return to service a unit member shall be reinstated in the position held at the time leave was granted, or in a faculty position

II. Types of Leaves

A. Sick Leave

1. Full-time faculty members shall earn ten (10) days of sick leave for each contract year, to be credited at the first day of the fall semester of each academic year.
2. Unused portions of sick leave days shall be cumulative on a year-to-year basis, indefinitely without limit.
3. Sick leave shall be available to each contract or regular faculty member from the first day the member reports for work in each contract period.
4. The District shall provide each faculty member once a year, or upon request of a member, a written statement of the accrued sick leave benefits to which entitled. Such statement shall be provided no later than July of each year. A written statement will be provided to each faculty member, as part of the monthly paycheck summary, the total number of sick leave days he or she has accrued as of the date of the pay disbursement.
5. Any employee who is on paid status while on sick leave, or other paid leave shall continue to earn all employee sick leave benefits to which entitled. An employee who is on leave of absence without pay shall retain all accumulated sick leave benefits, but shall not accrue any additional sick leave benefits during such periods of absence.

6. Sick leave credit received by transfer from the previous employer of a new employee shall be accepted pursuant to the provisions and limitations provided in the Education Code.
7. It shall be the responsibility of the employee to notify the human resources office, in writing, of the name and address of the district by whom the unit member was employed, and request credit for the accumulated leave of absence for illness or injury to which they are, or were, entitled at the time of separation. Accumulated sick leave shall be transferred to a subsequent employing District, upon written request pursuant to the provisions of the Education Code (Section 87782).
8. Any person utilizing sick leave benefits under provisions of the Article may be required to provide the District with a signed "Certificate of Illness" and, if absent more than five (5) consecutive duty days, or if the District has reasonable belief that such leave is being misused or abused, may be required to provide the college, upon return, with a statement from a physician verifying the nature of the illness or injury, and verifying the employee's fitness to return to duty or probable date of return.
9. All sick leave rights or accumulations shall be canceled when an employee terminates employment with the district. Accumulated sick leave shall be transferred to a subsequent employing District, upon written request pursuant to the provisions of the Education Code (Section 22719).
10. Except in cases of emergency, the employee shall notify the college designated office prior to scheduled duty time on the workday in order to qualify for payment of accrued sick leave and to ensure an authorized leave of absence.

B. Pregnancy, Parental, and Other Family Care Leaves

The District shall at minimum comply with the provisions of the Federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), California's Pregnancy Disability Act (PDL) and Section 87780 of Ed Code.

1. Pregnancy Disability Leave
 - a. Pregnancy Disability Leave is guaranteed to all unit members and shall be granted to unit members subject to the following conditions:
 - (1) That unit member is disabled by pregnancy and anticipates giving birth.
 - b. Requests for pregnancy leave shall be accompanied by a statement from the unit member's licensed physician or licensed midwife stating:
 - (1) The date on which the leave shall commence;
 - (2) The estimated length of the leave of absence; and
 - (3) The date on which the unit member is expected to resume duties.
 - c. Pregnancy Disability Leave shall commence at such a time as the unit member's physician certifies that the unit member's physical condition renders them disabled and unable to continue to provide regular

service to the District. According to California's Pregnancy Disability Act, employees are eligible to take up to four months of pregnancy related leave as determined necessary by their licensed physician. This leave can occur before or after giving birth. Baring other pregnancy related health complications, pregnant employees are eligible to begin pregnancy disability leave four weeks before their due date and that leave will extend at minimum six weeks after a giving birth or eight weeks after giving births requiring C-sections.

- d. Provisions of the Federal Family Medical Leave Act (FMLA) are applied concurrently with the Pregnancy Disability Leave. However, the provisions of the California Family Right Act (CFRA) do not run concurrently with Pregnancy Disability, and so parental leave provisions allowed to employees under the CFRA (i.e. 12 weeks of parental) do not begin until after the pregnancy leave is completed.
- e. Prior to returning to work, the unit member will be required to submit a statement from the unit member's physician indicating the date on which the unit member is no longer disabled and is able to resume her duties.
- f. If a unit member's physician releases the unit member to work a reduced load, the unit member should consult with the Vice President of Instruction and human resources department regarding the assignment. The unit member may request assistance from FRCFT, if needed.
- g. Compensation
 - (1) Pregnancy Disability Leave as guaranteed by PDL is unpaid leave.
 - (2) Unit members may use all available sick leave, including accumulated sick leave during Pregnancy Disability Leave, when their leave is taken during periods of that unit members contracted duty days.
- h. After exhaustion of all available sick leave during Pregnancy Disability Leave, if the unit member remains disabled and unable to resume work, they are entitled to differential leave under Education Code section 87780 and may also seek donated leave.
- i. Unit members desiring additional leave beyond the period of their pregnancy disability may utilize Parental Leave and/or request unpaid leave.

2. Parental Leave

- a. Parental leave for the purposes of child bonding is guaranteed to any unit member for one or more of the following reasons:
 - (1) Birth of a child or children of the unit member and care for that child or children.
 - (2) Placement of a child or children with the unit member for adoption or foster care.

- b. Unit members may take up to twelve (12) weeks of parental leave for the purposes of child bonding.
- c. This leave time may be taken intermittently, or in two week increments, or all at once, but will not extend beyond twelve (12) months from the date of the birth or the placement of the child or children into the home.
- d. An employee shall not be provided more than once twelve (12) week period of parental leave during any twelve (12) month period.
- e. This leave runs concurrently with any parental or child bonding leaves that the employee is eligible for under FMLA or CFRA.
- f. Unit members shall not be required to meet the 1,250 hours of service in the prior twelve (12) months with the District to be eligible for paid Parental Leave. However, the unit member must have worked for the District during the twelve (12) months prior to taking paid Parental Leave.
- g. Compensation
 - (1) Unit members may elect to use any available sick leave, including all accumulated leave, during Parental Leave. If unit members elect to use sick leave, the leave runs concurrent with the paid leave described in section (2) below.
 - (2) During Parental Leave, when a unit member has exhausted all available sick leave, including all accumulated sick leave, they shall receive differential pay. This differential pay shall be their regular salary minus the sum which is paid to, or would be paid to, a temporary employee employed to fill their position during their absence. In no case shall the differential sum be less than 50% of the unit member's regular salary.

3. Other Family Care Leave

- a. The District shall comply with the provisions of the California Family Rights Act and the Federal Family and Medical Leave Act. Aside from the pregnancy and parental leaves addressed above, unit member is entitled to take unpaid leave for one or more of the following reasons:
 - (1) To care for the unit member's spouse, domestic partner, child, child-in-law, foster child, parent, or parent-in-law with a serious health condition.
 - (2) Because of a serious health condition that makes the unit member unable to perform job functions.
 - (3) Because of a qualifying exigency arising out of the fact that the unit member's spouse, domestic partner, child, or parent is on covered active duty or called to covered active-duty status with the Armed Forces and National Guard.
 - (4) Because the unit member is the spouse, domestic partner, child, child-in-law, foster child, parent, parent-in-law or next of kin of a covered service member with a serious injury or illness
- b. An eligible employee is one who has worked with the District for twelve (12) months (not required to be consecutive) and worked at

least 1,250 hours in the twelve (12) months preceding the commencement of the leave.

C. Pregnancy, Parental or Other Family Care Leaves Processes

1. An eligible employee must provide their supervisor with 30 days advance notice when the leave is foreseeable. If 30 days' notice is not practical, due to lack of knowledge or medical emergency, an employee must notify their supervisor as soon as possible.
2. All requests for FMLA, CFRA and PDL must be accompanied by medical certification. An employee must provide medical certification, from a licensed physician, supporting a request for leave.
 - a. The medical certification of Health Care Provider serves as a "doctor note" to certify the reason and expected duration of the extended medical leave in writing. All requests for medical leaves must be accompanied by a doctor's statement verifying your total disability and your estimated date of return to work. Further, the District requires written medical verification of your ability to resume work and a list of restrictions that would directly relate to your ability to perform your job.
 - b. Taking of leave may be denied if request and medical certification requirement are not met.
 - c. At the time of request, the employee must complete a "Leave Request Form" (Available in the human resources office). Once FMLA, CFRA or PDL is requested or designated by the District, the employee will receive an information packet containing the necessary forms, right and duties of the FMLA, CFRA, and or PDL for both the employee and the District, and a copy of the "Leave Request Form" confirming their leave status.
 - d. Health and Welfare benefits will continue during the FMLA, CFRA or PDL status, provided that the employee makes their regular, monthly contributions to the plan. Failure to pay premiums will result in a loss of health and welfare benefit coverage.
 - e. Employees returning from FMLA and/or CFRA status within the twelve (12) week period will be restored to their original position, or to an equivalent position with equivalent pay and benefits.
 - f. Employees returning from a medical FMLA or CFRA status may be required to present medical certification of fitness of duty. Failure to provide a medical certificate of fitness for duty may result in a denial of job reinstatement until medical release is provided.
 - g. FMLA, CFRA, or PDL may be taken in increments as small as one hour, except that Parental Leave shall be taken in increments of at least two weeks.

D. Donated Leave

Donated leave is paid leave of absence due to any condition making a unit member eligible for FMLA, PDL, or CFRA or verifiable illness, injury or other disabling condition of the employee, the employee's spouse, parent, parent-in-law, child, stepchild, child-in-law, foster child or any person permanently residing in the employee's household

When a request for donated leave is necessitated by a verifiable illness, injury or other disabling condition of the employee, the employee shall exhaust leave in the following manner; members with more than twenty (20) days or more of sick leave shall first consume 75% of their accumulated sick leave balance. Those members with less than twenty (20) days shall first consume down to a balance of five (5) days of sick leave before being eligible for consideration of donated sick leave.

When a request for donated leave is necessitated by a verifiable illness, injury or other disabling condition of the employee's spouse, parent, child or any person permanently residing in the employee's household, the employee shall exhaust leave in the same manner as in the above paragraph.

Employee's donating leave to another employee must have a leave balance of at least ten (10) days after donating sick leave. Requests for donated leave must be made by or on behalf of the employee, by submitting a completed Request for Donated Leave form (see Appendix) to the Director of Human Resources/EEO, who will process all requests approved by the Donated Leave Committee pursuant to this agreement. In addition, the applicant will be required to submit a medical verification of the need for this leave. The Director of Human Resources/EEO will forward the applicant's form to the Donated Leave Committee.

Requests for donated leave shall be made by the Director of Human Resources/EEO through a district wide notice.

Unit members may donate sick leave in increments of whole days (6 hours) to a specific eligible employee, by completing and submitting an Offer to Donate form (see Appendix) to the Director of Human Resources/EEO. Donors will be notified of the utilization of their donated leave. Potential donors may wish to verify with STRS/PERS whether their contribution will impact their retirement credit.

E. Bereavement Leave

1. Members shall be granted, without loss of salary, or other benefits, leave of absence not to exceed five (5) working days per occurrence on account of death of any member of the member's immediate family.
2. "Member of the immediate family," as used in this section means the mother, father, grandmother, grandfather, or grandchild of the member or of the member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, stepchild, foster -child, brother and sister of the employee or any person living in the immediate household of the member.
3. Any person utilizing bereavement leave under this Article shall notify the human resources office as soon as reasonably possible and may be requested to provide the college, upon request, with a verification of absence.

F. Use of Sick Leave for Personal Necessity

1. A unit member may be granted a maximum of seven (7) days leave of absence in any fiscal year without loss of pay in cases of personal necessity, upon approval of the Vice President of Instruction/Chief Instruction Officer (VPI/CIO) or Vice President of Students/Chief Student Service Officer (VPS/CSSO) and confirmation of the decision of the VPI by the Human Resource Director. Three (3) days will be granted as privacy days in which the unit member may take personal necessity days as listed in paragraph 2 but does not have to indicate the reason on the approved District form. Four (4) days will be granted as personal necessity days but the reason must be indicated. All seven (7) days will be deducted from the member's accumulated sick leave.

The Human Resources Director shall have the authority to approve personal necessity leave for reasons not stated in paragraph two or when personal necessity leave is required beyond seven (7) days. These extra days shall not exceed fourteen (14) days in two consecutive fiscal years, whether using the preceding year of the following year in the two-year calculation. In any one year, only three (3) of the days can be used as privacy days.

2. Personal necessity includes: emergencies related to the unit member's home in cases of natural disaster or accident; illness or accident to the unit member's immediate family (as defined in 3 below); appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours; observance of a major religious holiday of the unit member's faith; matters relating to present or prospective employment; or parental responsibilities (as defined in 4 below) that cannot be scheduled outside of working hours.
3. "Member of immediate family," as used in this Section, means the husband, wife, son, daughter, mother, father, grandmother, grandfather, grandchild, sister/brother, foster parent, step-parent, step-child, foster child, brother-in-law, or sister-in-law of the unit member or any other person living in the immediate household of the unit member, or having a similar close relationship which the District may accept as qualified. In the case of "any other person living in the immediate household or having a similar close relationship," the Director of Human Resources shall have the authority to determine whether a relationship qualifies.
4. "Parental responsibility" is defined as having responsibility for:
 - a. An unmarried child from birth to the date they attain age 19.
 - b. An unmarried child at least 19 years of age to the date they attain 25 years of age provided the child is a full-time student and is principally dependent on the unit member for support and maintenance.

An unmarried child will be considered an eligible dependent beyond the age specified above if on the date of attainment they are incapable

of self-sustaining employment because of mental or physical handicap and is principally dependent on the unit member for support and maintenance.

- c. A "child" is the unit member's natural born or legally adopted child. An adopted child shall be considered a "child" from the moment the child is placed in the custody of the adoptive parents for adoption; or the unit member's stepchild who resides in the unit member's household in a regular parent-child relationship and is principally dependent on the unit member for his support and maintenance.
5. This leave specifically shall not be used to extend holiday or break periods, for recreational or vacation purposes, or to engage in concerted activities against the District. Such leave as applied for, used, and/or granted must be on matters which cannot be accomplished other than during the unit member's regular working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.
6. Advance notification on the approved District form is required before personal necessity leave may be taken except in emergency cases of death, serious illness or accident, in which cases, the notification shall be as soon as reasonably possible.

G. Industrial Accident and Illness Leave

1. A certificated employee (except temporary and substitute employees) absent from duty because of illness or injury resulting from an accident or condition incurred on duty which qualifies under worker's compensation insurance shall be granted an industrial disability leave for each such accident. The number of days for such allowable leave or leaves shall be for not more than sixty (60) working days in any one academic year.
2. Industrial disability leave shall be granted from first day of disability.
3. Only absences which are supported by a doctor's certificate and have been verified by the district's industrial insurance carrier to be the result of a duty connected injury or illness can be paid under industrial disability leave. Any absence that cannot be so verified shall be charged against the employee's sick leave or other appropriate leaves.
4. Should the employee's absence due to an industrial injury or illness extend beyond sixty (60) days, the employee shall be permitted to use accrued sick leave until temporary disability payments cease, until they return to duty, or until sick leave accrual has been used up, however, in no case to exceed a total of five (5) school months.

During any period an employee is receiving their regular salary from the District, they are required to endorse over to the District all temporary disability payments received from the District's industrial insurance carrier in accordance with Section 87787 of Education Code. Charges to the employee's sick leave balance shall be as follows:

- a. Industrial disability leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid by the District's industrial insurance carrier.
 - b. Sick leave shall be reduced only by the amount necessary to provide a full day's wage or salary when added to temporary disability benefits.
5. Any employee who is absent because of a work incurred illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed their full salary during the period of the absence.
 6. Any employee receiving industrial disability leave benefits must remain within the State of California unless the Superintendent/President or his designee authorizes travel outside the state.
 7. When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury.

H. Quarantine Leave

Faculty members shall receive salary in full when quarantined by city or county health officials because of another's illness. If the member is not ill no deduction will be made from their sick leave.

I. Receipt of Court Processes

1. Jury Duty part of a day that the employee was responsible to provide service to the District.
 - a. A member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall they be discriminated against in any way for not seeking such exemption.
 - b. When regularly called for jury duty in the manner provided by law, members shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours.
 - c. Request for jury service leave should be made by presenting, within two (2) working days of receipt and in advance of the absence, the official court summons to jury service to the employee's first level manager.
 - d. Employees are required to return to work during any day in which jury duty services are not required or on which such service is concluded in time for the employee to return for a class, office hour, or required meeting or service.
 - e. The District may require verification of jury duty time prior to providing jury duty compensation.
 - f. During any period an employee is receiving their regular salary for the District, they are required to endorse over to the District all payment made by the courts for jury duty for duty which occurred on any day or

part of a day that the employee was responsible to provide to the District.

2. Receipt of Subpoena

- a. A member who is issued a subpoena from a state or federal court is expected to comply with the criminal and civil laws of the United States and the State of California.
- b. Within two (2) working days of receipt of a subpoena requesting the presence of the employee in a criminal, civil, or grand jury proceeding, the employee shall present the official court document which indicates the date of the court appearance to his or her first level manager.
- c. Employees are required to return to work during any day in which he or she is no longer needed for the court proceeding, if concluded in time for the employee to return for a class, office hour, or required meeting or service.
- d. The District may require that the faculty member provide verification from the appropriate legal authority prior to providing compensation to the employee for the time in question.
- e. During any period an employee is receiving their regular salary from the District, they are required to endorse over to the District all payment made by the courts for witness service on any day or part of a day that the employee was responsible to provide service to the District.
- f. The District will compensate an employee with full pay and benefits for the first two days of an absence relating to a court appearance following the receipt of a subpoena. Following these two days, an employee will be required to take personal necessity leave to accommodate such court appearances.

J. Federation Leave

The President of the Federation or his designee shall have a maximum of three (3) days of release time to attend state and national conferences sponsored by the AFT/CFT. The request for this leave shall be made two (2) weeks prior to the event by submitting the request in writing to the President.

The faculty member shall arrange coverage, subject to approval of the VPI/CIO, of any duties which would normally occur during this leave.

K. Educational Leave, Authorization

1. A faculty member, upon request, and at the Board's discretion, may be granted a leave of absence for a period of up to one year without pay for the purpose of educational improvement. The District, upon request by the faculty member, may extend or renew their educational leave for one (1) additional year.

2. Faculty members on approved educational leave without pay shall be covered by the District for medical, dental, and life only.
3. At the discretion of the District, a faculty member may, with the approval of the VPI/CIO, utilize sick leave for a maximum of seven days for educational purposes. If the faculty member believes that a request has been unreasonably denied, the member can then appeal to the Superintendent President for final resolution.

L. Research/Work Experience Leave

1. Any faculty member who is awarded a research grant may, at the Board's discretion, be granted, upon written request, a leave of absence without pay for a period of one (1) or two (2) semesters to complete work on the grant. Any faculty member may be granted on request a research or work experience leave without pay when such leave is beneficial to the faculty member and the District.
2. Faculty members on approved research/work experience leave without pay shall be covered by the District for medical, dental, life and disability only.

M. Long-Term Personal Necessity Leave

1. Any faculty member shall, with eight (8) weeks advance notice, be granted a leave of absence without pay for personal reasons. The leave shall be granted for no less than one (1) semester, with the provision that such leave shall not extend beyond the end of the academic year in which the leave is granted.
2. Leaves of absence shall not be granted for the purpose of accepting employment elsewhere. Acceptance of employment elsewhere while on leave shall, unless otherwise provided for herein, be considered as resignation from the Feather River Community College District.
3. If the need for long-term personal necessity leave is no longer valid, the certificated employee must request reemployment by the District. If reemployment is not offered, the provisions of the immediately preceding paragraph shall be waived for the remainder of the semester/quarter.
4. The District, upon eight (8) weeks advance notice request by the faculty member, may extend or renew their long-term personal necessity leave for one (1) additional year.
5. The eight-week (8) advance notice stipulated above shall be waived in the event of documented protracted illness of a "family member" as defined in this agreement.
6. Faculty members on approved long-term personal necessity leave without pay shall be covered by the District for medical, dental, and life only.
7. Failure of a faculty member to return from authorized leaves shall constitute resignation of the faculty member from employment with the District and require reimbursement to the District by the faculty member for benefits included in Section 6 above for the period of leave.

N. Legislative Leave

A faculty member who is elected to the State Legislature or congress shall be entitled to an unpaid leave of absence for the length of the term or terms of office, not to exceed six (6) years.

1. The faculty member on such leave shall notify the District of an intended return at least four (4) weeks in advance.
2. The faculty member on such leave shall be entitled to return to employment at the end of the leave.

O. Military Leave

An employee shall be granted military leave in accordance with the provisions of the State of California Education Code, and of the Military and Veterans code. Request for military leave shall be submitted in writing, accompanied by military leave orders, two (2) weeks prior to the leave starting date, except in the case of state or national emergency.

P. Exchange Leave

The Board of Trustees may grant exchange leave to faculty members in accordance with the provisions of Education Code Sections 87422, 87423, and 87424.

Q. Sabbatical Leave

1. Criteria: Sabbatical leave may be granted to full-time unit members for the purpose of carrying out an approved program which will benefit the District, the students and the instructor. It is understood that sabbatical leave is not granted as a reward for work already performed, but rather as a means of preparing for improved service in the future.
2. Requirements: All provisions pertaining to sabbatical leaves will conform to statutory requirements.
3. Eligibility: Unit members shall be eligible for one (1) year of sabbatical leave after six (6) years of full-time service to the District. Said unit members shall be eligible thereafter for one (1) year of sabbatical leave upon the completion of each additional six (6) years of full-time service to the district. Paid medical leaves totaling not more than one (1) academic year shall not be considered as a break in service for the purpose of sabbatical leave; and such paid medical leave shall be included as service in computing sabbatical leave eligibility.
4. Application: Applications for sabbatical leave shall be on forms provided by the District and must be filed by March 1st of the year preceding the fiscal year for which the sabbatical leave is to become effective. A preliminary plan for the sabbatical leave period shall be submitted to the Sabbatical Leave Committee by the applicant for evaluation. Sabbatical grants shall be recommended to the Superintendent/President by the Committee. The Superintendent/ President shall make their recommendation, if appropriate, to the Board of Trustees. The District agrees to fund at least one sabbatical per year if recommended by the Committee.
5. Committee Membership

- a. The Sabbatical Leave Committee shall be established at the college consisting of three (3) administrators designated by the Superintendent/President, and three (3) faculty, one (1) appointed by FRCFT, one (1) by the college Academic Senate, and one (1) by mutual agreement of both Senate and FRCFT. The committee shall select the chair of the committee. Every two (2) years, one (1) member from the faculty and one (1) member from the administration shall be replaced.
 - b. All members shall have equal weight in all respects, and a chairperson, whose function is nominal, is selected by the Committee as a whole at the beginning of each academic year.
 - c. No member shall serve for more than four (4) years.
 - d. One (1) new member shall be appointed each year. If a vacancy does not occur through normal attrition or through a self-disqualification by a member who intends to apply for a sabbatical leave, the senior member will resign. If two (2) or more members are of equal seniority, some chance method, such as the drawing of straws, will be used to select the member who will resign.
 - e. Sabbatical Leave Committee recommendations shall not be subject to the grievance procedure.
 - f. The Committee shall work closely with the VPI/CIO and provide regular reports on the attainment of committee goals and the expenditure of funds. The VPI/CIO's concurrence shall be necessary for Professional Development Retraining and Sabbatical Leaves prior to recommending same to the Superintendent/President.
 - g. The Committee shall also issue annual reports to the college faculty and administration on the attainment of goals and rationale for expenditures of funds.
6. Criteria for Evaluating Proposals
- a. Objectives of the proposal.
 - b. Likelihood the objectives will be achieved.
 - c. Evidence of pre-planning, acceptance, permits, documents, if possible.
 - d. How the project will benefit the college/district.
 - (1) How many and which people will be affected.
 - (2) How many disciplines will be affected.
 - e. Correlation of time asked for and the project.
 - f. Seniority and quality of project will be weighed 50/50.
7. Salary Rate
- a. Sabbatical leaves may be arranged for one (1) year with a grant equal to 66-2/3% of the annual year's salary, or for one (1) semester with a grant of 100% of one-half year's salary to be effective for those applicants chosen for sabbaticals.
 - b. The total compensation (district and non-district sabbatical compensation combined) must not be more than the total earnings had they not been on sabbatical leave. If the combined salary is greater, the

district portion shall be reduced so the total earnings shall equal the amount of their earnings had they not been on sabbatical leave.

8. Salary Base

While on sabbatical leave, the salary the unit member would have received if they had been in regular service shall be the basis for computing their compensation (amount). Salary for sabbatical leave shall be paid in the same manner as that paid during regular service (timing and method of payment).

9. Credit on Salary Schedule and Benefits

Sabbatical leave shall count for salary increment and for retirement benefits.

10. Service Obligation

Recipients shall contract to serve the District for two (2) years after completion of a sabbatical leave. The grantee shall indemnify the District against loss in event of failure to render two (2) years' service after return from sabbatical by furnishing suitable bond, or by executing a contract in form approved by the Board of Trustees binding the employee to return for at least two (2) years.

11. Illness - Injury – Death

In case of injury to, or illness of the unit member during the sabbatical leave which prevents completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave shall apply. If death prevents the unit member from fulfilling their agreement to return to service in the District, no repayment of salary shall be required of the unit member's estate. Upon return to service and prior to completion of two (2) obligatory years of service, illness or injury, qualifying unit members for disability retirement shall exempt him/her from further obligations relative to the sabbatical leave.

12. Sabbatical Leave Report

Unit members returning from sabbatical leave shall be required to submit to the Superintendent/President in writing, by October 1 in year of return from sabbatical leave, two (2) copies of a report describing in detail the learning activities that took place during the sabbatical leave, and the concomitant benefits accrued to him/her and to the District. College or university course work taken as part of the sabbatical program of activities shall also be described via such a report. Upon agreement of individuals involved, a copy of the report shall be filed in the college library. Where appropriate, an oral presentation is encouraged to faculty, students and community.

R. Retraining Leave

1. Purpose of Retraining Leave

The District may provide a retraining leave to a unit member. The purpose of a retraining leave is to provide the opportunity of retraining for current contract regular faculty members currently teaching in an area of low viability who wish to achieve competency in another faculty service area and thereby earn that credential.

The District may direct a faculty member to undertake such a training leave because of low enrollment in their current discipline. Such direction may be refused by the faculty member. In this case the faculty member shall not be subject to Sections 3, 4, 5 below; however, such refusal may cause the District to invoke action under Article 23 hereof.

The faculty member receiving such a retraining leave will be required to enroll in an accredited four-year college or university, or other specific program acceptable to the District, which will qualify the individual to teach per California requirements in the authorized subject matter area approved by the District.

The faculty member must have been employed by the District as a contract/regular employee for at least four (4) years prior

2. Return to Service

Upon return to service following a retraining leave, the District shall make every effort to assign the faculty member to a teaching position in the new area of certification.

3. Application

Application for retraining leave shall be on forms provided by the District and must be filed by December 1 or June 1 of the term preceding the academic year for which the leave is to become effective. Evidence of application to an educational or retraining program acceptable to the District must accompany the application for leave.

A certificated employee may apply for retraining leave provided the faculty member has not taken any other paid Professional Development leave during the three (3) years preceding application for retraining leave.

4. Committee Membership

- a. The Professional Staff Development Committee shall be established at the college consisting of three (3) administrators designated by the Superintendent/ President, and three (3) faculty, one (1) appointed by FRCFT, one (1) by the college Academic Senate and one (1) by

mutual agreement of both Senate and FRCFT. The committee shall select the chair of the committee. Every two (2) years, one (1) member from the faculty and one (1) member from the administration shall be replaced.

- b. The Committee shall work closely with the VPI/CIO and provide regular reports on the attainment of committee goals and the expenditure of funds. The VPI/CIO's concurrence shall be necessary for Professional Staff Development Retraining and Program Development Leaves.
- c. The Committee shall also issue annual reports to the college faculty and administration on the attainment of goals and rationale for expenditures of funds.
- d. All members shall have equal weight. The chairperson shall be selected by the Committee as a whole at the beginning of the academic year.
- e. Any Committee member applying for a retraining leave shall resign from the Committee. One (1) new faculty and one (1) new administrative member shall be appointed each year. If a vacancy does not occur through normal attrition, the senior member will be replaced.

5. Criteria for Acceptance of Leave Application

- a. Likelihood that certification will be achieved in no more than one (1) semester.
- b. Evidence that faculty member has been accepted in an education/retraining program acceptable to the District.
- c. Evidence that faculty member with new certificate can fulfill assignments in teaching areas needing additional staff.

6. Salary Rate

Retraining leave pay will be based on 100% of the approved leave portion of the employee's regular contract.

In the case of a faculty member who retrains within a program or agency conducted by a private business enterprise or other non-academic agency acceptable to the District, the District shall pay the difference between their FRC salary and the salary of the non-academic institution, not to exceed 100% salary. Pursuant to STRS regulations, faculty members will not be eligible for full-time (1.0) service credits. While on retraining leave, the certificated faculty member shall not be assigned an extra service assignment.

7. Salary Base

Salary percentage for retraining leave shall be paid in the same manner as that paid during regular service.

8. Credit on Salary Schedule and Benefits

Four-year college or university units only, earned while on retraining leave, shall count toward advancement on the salary schedule upon receipt of the official transcripts from an accredited institution.

October 15 of each year is the final date for submission of official transcripts for payments in the same academic year if applicable.

9. Service Obligation

Recipients shall contract to serve the District for a period equal to twice the length of the leave after completion of a retraining leave. The grantee shall indemnify the District against loss in the event of failure to render such a period of service after return from retraining leave by furnishing suitable bond, or by executing a contract in the form approved by the Board of Trustees binding the faculty member to return for at least the above period.

10. Grievance

Procedural violations only of this Article shall be subject to the grievance procedure.

11. Faculty Revitalization

a. Goal

Both parties are committed to the establishment of a series of programs, which will enhance and promote professional development among FRC faculty.

b. Funding

If state funds designated for staff development become available during the term of this Agreement, the FRCFT shall make recommendations to the Superintendent/President for the use of those funds. (See Sections R and S.4.)

S. Short Term Leave of Absence With Pay

A unit member may be granted a one-day leave of absence per academic year with pay for purposes, which need not be stated. Advance notification on the approved District form is required unless circumstances do not permit; in which case, the notification shall be as soon reasonably possible. This one-day leave of absence may not be used to extend holiday or break periods and does not include any recreational use nor any use related to union activities.

T. Special Wellness/ Educational Leave

1. A faculty member, upon request, and at the District's discretion, may be granted a leave of absence for up to sixty (60) days without pay for the purpose of enhanced employee wellness and educational improvement.
2. In order to be considered for a Special Wellness/ Educational Leave, a faculty member must make a formal request which includes the nature of the leave, the dates of absence, and suggestions for a qualified substitute. It is the faculty member's responsibility to identify a qualified substitute for all classes missed.
3. In considering a faculty member's request, the District will evaluate the future benefit to the campus as a whole. A granted request for Special Wellness/ Educational Leave will be non-precedent setting. In addition, the District is under no obligation to repeat the approval for a similar request.
4. The District may require the faculty member to share knowledge gained on such a leave as a part of a subsequent professional development activity.

III. Unauthorized Absence from Duty

It is the responsibility of a unit member to maintain and post their schedule, pursuant to Article 16, Section A, 5. An unauthorized leave of absence is defined as failure to report to work as scheduled, without proper notification. Proper notification is defined in Section B above: except in case of emergency, the unit member shall notify the college designated office prior to scheduled duty time on the workday of any leave of absence.

The parties agree that an unauthorized leave of absence, one which exceeds two (2) working days beyond any approved leaves granted pursuant to this agreement, may lead to disciplinary action. Any unauthorized leave of absence that exceeds five (5) working days will constitute "abandonment of position" and may lead to further disciplinary action, up to and including, termination.

The District and Federation understand that emergencies and events beyond a unit member's control are always a possibility. Therefore, before any action may be taken regarding an unauthorized leave of absence, the District and Federation agree to do the following:

- The District will immediately contact the President of the Federation, or authorized representative, regarding an unauthorized leave of absence.

Every possible attempt to contact a missing faculty member will be exhausted. This includes:

- Attempting to reach the member with all known phone numbers.
- Contacting all "emergency contacts" on file within the human resources office.
- Working with the Federation to exhaust all possible avenues of notification.

All faculty members will be provided with due process in accordance with the applicable collective bargaining agreement and education code.

ARTICLE 28: REDUCTION TO PART-TIME EMPLOYMENT STATUS

(Reduced Workload Program)

I. Program

- A. The Feather River Community College District may provide a program in accordance with Section 87483 of the Education Code.
- B. Individual agreements may be developed for participation in the program for a period not to exceed ten (10) years.
- C. The period of such part-time employment shall not exceed ten (10) years.
- D. Over the period of an employee's early retirement agreement, they will not be permitted to serve less than a .5 load or less than the equivalent of one-half (1/2) the number of days of service required by the employee's assignment during the final year of service in a full-time position. The percent of load and number of days to be served shall be specified in each individual agreement.
- E. "Extra Service" assignments may be made by mutual agreement.
- F. Professional service requirements shall be reduced by the reduction in load
- G. An individual agreement and program participation may be revoked by mutual consent of the employee and the District. Revocation shall be agreed to at least six (6) months prior to a return to full-time assignment.

II. Qualifications

To qualify for this program an employee must have met the following requirements prior to the reduction in service:

- A. Ten (10) years of full-time academic service in California of which the immediately preceding five (5) years were full-time in the Feather River Community College District.
- B. During the period immediately preceding a request for a reduction in workload, the employee must have been employed full-time in a position requiring certification for a total of at least five (5) years without a break in service. Sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.
- C. The employee shall be fifty-five (55) years of age or over before the beginning of the term in which his reduced employment commences.

III. Application and Approval

- A. Qualified, interested employees shall initiate this procedure by formal written request to the college Superintendent/President.

- B. Initial requests for the subsequent academic year shall be received by the college Superintendent/President no later than November 15th for implementation in the following Fall semester or quarter, and no later than June 1st for implementation in the following Spring semester or quarter.
- C. The Superintendent/President shall respond to the reduction in load request no later than February 1st.
- D. All participants in the Reduced Workload Program must be approved by the Board of Trustees upon recommendation of the College Superintendent/President.
- E. Individual agreements will be developed for each approved applicant.
- F. A qualified employee denied a reduced service agreement shall be given equal consideration with other applicants upon any subsequent application for reduced services.

IV. Salary and Fringe Benefits

- A. Compensation for participants shall be a pro-rated percentage of the salary the employee would have been earning had the employee not been approved to participate in this program, but the employee shall retain all rights and benefits for which the employee makes payment that would be required if they remained in full-time employment.
- B. The employee will receive full health benefits while employed by the District under provisions of this Article.
- C. Longevity increments shall remain at their regular rate, regardless of percentage of reduced workload.

V. State Teachers' Retirement System

- A. Both employee and the District shall make contributions to the State Teachers' Retirement System based on the compensation which would have been earned by the employee had they continued in full-time employment with the District, the employee will receive the credit they would receive if they had been employed on a full-time basis.
- B. The employee is subject to conformance with regulations established by the State Teachers' Retirement System.

ARTICLE 29: RETIREMENT

I. Definition of "Full Retirement"

"Full Retirement" means withdrawal from active service with a retirement from the State Teachers' Retirement System (STRS). "Full Retirement" does not preclude employment by, with, or in the District.

II. Retirement Plans - State Teachers' Retirement System (STRS)

- A. Eligibility, allowances, benefits, rights and obligation under the (STRS) system are those as determined by STRS.
- B. It is the employee's responsibility to communicate with STRS; obtain information from STRS; prepare documentation for STRS; and provide information, notification, application and all other documentation to STRS.
- C. The employee's "final compensation" calculation for STRS benefit purposes shall be STRS standard calculation of the average of the employee's three highest consecutive years' salary.
- D. Retiree Benefit Contribution
 1. A "Retiree Benefit Contribution" is to be paid, to the following "non-Peralta" faculty members: Welser, Andrews, Plankey, and Connell. No future faculty hires are to be eligible under this provision.
 2. The above stated faculty members are eligible to receive the "Retiree Benefit Contribution" of \$100 per month per ten month contract period beginning July 1, 1996, (\$1,000 per year per eligible employee) through salary increase and payroll deduction. This stipend is to remain in effect for said members during their entire future employment with the District.
 3. The above amounts for the participating members are to be deposited by the employee in individual 403(b)7 accounts and are to be matched with equal additional amount contributed by the employee and deducted from each faculty member's monthly salary (e.g., \$100 District contribution through salary increase, \$100 employee contribution, \$200 total 403(b)7 deduction). It is the individual employee's responsibility to establish and maintain the 403(b)7 account in order to be eligible for the salary increase created by this "Retiree Benefit Contribution." The District shall not in any way be responsible for establishing or monitoring individual employee's activities related to any such account, benefit or salary increase, except for the verification of the initial establishment of the account, which shall be necessary to create the \$1,000 per year salary increase.
 4. The "Retiree Benefit Contribution" is to be increased by all faculty salary schedule increases (COLA, % increase, revenue sharing, etc.) received in the future, from whatever source or mechanism.

ARTICLE 30: EARLY RETIREMENT PLANNING INCENTIVE

The faculty and the District agree that the college and its students benefit when faculty retirements are announced proactively in order to maintain continuity of programs as the faculty hiring process includes numerous shared governance review and approval steps. As such, the two parties agree to incentivize the early announcement of retirement to allow any subsequent replacement search to occur in a timely manner. .

- I. A payment to the retiree of \$1,500 will be made by the District as long as the following conditions are met:
 - A. Notification to the Superintendent/President or their designee must be made by the faculty member of their intention to retire early by October 1 in the fiscal year of early retirement.
 - B. All faculty members with ten (10) or more years of service in the District are eligible to participate provided they conform to this Article and enter into a qualified retirement program (STRS/PERS). Service shall be calculated from the first day of hire to the final day of employment; and if not continual service, appropriate deductions shall be made. Termination for cause, resignation and retirement are considered breaks in service for the purpose of this Article.

ARTICLE 31: SUMMER SESSION

I. Selection of Faculty

Summer session faculty (for traditional academic year-10 month-175 days) shall be selected by mutual consent of the instructor and the Chief Instructional Officer (CIO) on the following priority basis:

- A. Contract* or regular academic employees who were employed during the preceding summer session;
- B. Contract* or regular academic employees who were not employed during the preceding summer session;
- C. If a faculty member is not selected in the above order, the CIO, upon request of the faculty member, shall provide a written statement to the person explaining the reason(s) for not being selected.
- D. Compensation for summer session faculty shall be in accordance with the Overload Academic Salary Schedule, Appendix A-2, except for 11 or 12-month employees filling their regular load. 11 or 12 month faculty members shall be paid full load for all duties within their 11 or 12 month contract.
- E. Summer session faculty may be offered more than one course during a summer session.
- F. The District and Federation agree to meet and confer over the potential effect(s) of an alternate calendar on faculty contract assignments.

* Contract employees in this example are Tenure Track Full Time Faculty.

ARTICLE 32: FACULTY SERVICE AREAS

- I. The District agrees that Faculty Service Areas shall be used for layoff purposes only. The District will utilize the latest Minimum Qualification list provided by the State Chancellor's Office. (Appendix C-2)
- II. The District shall update the Seniority/Faculty Service Area list each fiscal year by October 1 of each year.

ARTICLE 33: PROFESSIONAL ADVANCEMENT

I. Application for Professional Advancement

If a faculty member wishes to apply professional development activities towards a professional advancement credit, the activities involved should first be reviewed by the Standards and Practices Committee. In cases where an activity cannot be reasonably anticipated, up to 9 units may be retroactively applied over the course of employment with FRC, if the committee determines that the activities clearly and appropriately fit into one of the first three activity categories listed below. Faculty may bank hours when they participate in activities that are determined to be equivalent to less than one unit of advancement credit. Banked hours will be accumulated until they equal 54 hours, at which time one unit of advancement credit will be applied. Salary advancement will be applied as promptly as possible upon receipt of the Professional Advancement materials, typically in the pay period following the approval of advancement.

A. Appropriate activities considered for professional advancement:

1. Units earned after the completion of a bachelor's degree from an accredited institution which contribute towards a faculty member's improved depth or breadth of knowledge in the field in which they teach. (Units means semester units)
2. Professionally pertinent training that leads to certification, re-certification, or licensure related to the field in which a faculty member teaches. Fifty-four hours of training is equivalent to one unit towards professional advancement. Participants are responsible for clearly documenting hours of participation.

B. Faculty members may submit proposals for other activities that will contribute towards expanding their depth and breadth within their field. In this case, fifty-four hours of participation is equivalent to one unit towards professional advancement. Participants are responsible for clearly documenting hours of participation. These proposals must be submitted, reviewed, and accepted by the Standards and Practices Committee before they occur.

ARTICLE 34: PAST PRACTICE

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provision of this Agreement, such practice and procedures which are outside the scope of mandatory bargaining are discretionary with the District.

ARTICLE 35: COMPLETION OF NEGOTIATIONS

- I. This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- II. During the term of this Agreement, the Board and FRFT expressly waive and relinquish the right to bargain collectively on any matter:
 - A. Whether or not specifically referred to or covered in this Agreement.
 - B. Even though not within the knowledge or contemplation of either party at the time of negotiations.
 - C. Even though during negotiations the matters were proposed and later withdrawn.
 - D. This Article is intended to be a clear and unmistakable waiver of the right of either party to force the other to negotiate during the term of this Agreement on subjects covered or not covered by the Agreement. Either party may rely on this Article as a shield against demands to bargain by the other.
 - E. This Article does not preclude bargaining collectively for subsequent, new collective bargaining agreements or reopeners during the term of this Agreement.

ARTICLE 36: DURATION

- I. This Agreement shall be effective on the date of ratification by the parties and shall continue in full force and effect through June 30, 2025.
- II. No later than one hundred and twenty (120) days prior to the expiration of this Agreement, the Governing Board, upon request by FRCFT, agrees to begin negotiations on a successor agreement.
- III. The provisions of this Agreement shall remain in effect pending negotiation of a successor agreement.

IN WITNESS WHEREOF, the District has approved this Agreement and has caused it to be signed by the President of the Board and the Superintendent/President of the District, and FRCFT has approved this Agreement and caused it to be signed by its officers.

FOR THE GOVERNING BOARD:

FOR THE FRCFT:

DATED:

DATED:

QUINCY, CALIFORNIA

APPENDIX A-1: ACADEMIC SALARY SCHEDULE

FEATHER RIVER COMMUNITY COLLEGE DISTRICT
 ACADEMIC YEAR SALARIES
 JULY 1, 2021 – JUNE 30, 2022

RANGE NUMBER	A	B	C	D	E
1	61,849	62,377	66,219	69,982	73,864
2	64,909	65,428	69,264	73,218	76,896
3	68,035	68,467	72,383	76,113	79,845
4	71,092	71,589	75,339	79,070	82,798
5	74,106	74,562	78,294	82,025	85,832
6	77,151	77,531	81,320	85,051	88,788
7	80,111	80,643	84,272	88,017	91,732
8	83,132	83,502	87,231	90,973	94,769
9	86,141	86,533	90,155	94,001	97,735
10		89,536	93,091	96,958	100,688
11			96,036	99,917	103,718
12			97,406	102,873	106,661
13				104,261	108,116
14				105,502	109,405
15					110,330
RETIREE BENEFIT CONTRIBUTION					
Connell					
Pursuant to Article 29 of the AFT/ CFT Agreement					1,977

APPENDIX A-2: ACADEMIC OVERLOAD SALARY SCHEDULE

FEATHER RIVER COMMUNITY COLLEGE DISTRICT
SEMESTER EQUATED HOURS
July 1, 2021 – JUNE 30, 2022

RANGE NUMBER	A	B	C	D	E
1	856.72	868.14	926.74	985.85	1045.18
2	904.87	914.60	974.41	1033.99	1092.12
3	952.04	961.78	1021.35	1079.23	1137.83
4	967.61	1009.44	1067.79	1127.37	1184.04
5	982.94	1024.52	1082.86	1142.20	1199.60
6	998.25	1039.59	1098.43	1157.53	1214.43
7	1013.57	1055.39	1113.27	1172.84	1229.51
8	1028.89	1069.99	1128.35	1187.93	1244.84
9	1044.21	1085.32	1143.17	1203.24	1260.15
10		1125.19	1158.01	1218.32	1275.22
11			1173.10	1233.40	1290.55
12			1174.56	1248.24	1305.62
13				1251.15	1308.78
14				1254.56	1312.18
15					1315.35

Overload semester equated hourly salary schedule - per Faculty Contract.

APPENDIX A-3: ACADEMIC SALARY STEP PLACEMENT PROCEDURE

STEP PLACEMENT PROCEDURE

Step placement shall be as follows:

Step 1 - No experience	Step 10 – 9 years experience
Step 2 – 1 year experience	Step 11 – 10 years experience
Step 3 – 2 years experience	Step 12 – 11 years experience
Step 4 – 3 years experience	Step 13 – 12 years experience
Step 5 – 4 years experience	Step 14 – 13 years experience
Step 6 – 5 years experience	Step 15 – 14 years experience
Step 7 – 6 years experience	Step 16 – 15 years experience
Step 8 – 7 years experience	Step 17 – 16 years experience
Step 9 – 8 years experience	Step 18 – 17 years experience

I. Teaching

Prior full-time teaching may be credited for a year-for-year basis up to a maximum of seven (7) years. [Full-time teaching or supervision for at least sixteen (16) weeks and less than thirty (30) weeks in any one (1) school year is counted as one-half (1/2) year; thirty (30) weeks in any one (1) school year is counted as one-half (1/2) year; thirty (30) weeks or more is counted as one (1) year of experience]. Part-time teaching experience may be credited on the percentage it bears to full-time requirements as it was performed. Overlapping part-time experience may be totaled to a maximum of one (1) month for (1) month.

II. Practical Experience

Credit for full-time non-teaching experience may be allowed when it has been recognized as related to the teaching assignment. Part-time experience may be credited on the percentage it bears to full-time requirement as it was performed. Overlapping experience may be totaled only to a maximum of (1) month for one (1) month.

III. Total Credit

Total credit allowed for experience shall not result in initial salary placement beyond Step 8 of the salary schedule. No exceptions will be made to initial placement beyond the eighth step unless recommended and approved by the President of the college and the Board of Trustees.

IV. Verification

Prior teaching experience and related practical experience for initial placement is allowed if verified before the end of the 90-day calendar per which begins with the first day of the teaching assignment. College and university **OFFICIAL** transcripts bearing the impressed seal of the

institution; or the original signature of the registrar, transcript clerk or recorder shall also be furnished with this 90-day calendar period. When verification is impossible to obtain within the 90-day period through no fault of the instructor, a written request for extension of time may be filed with the President.

APPENDIX A-4: ADVANCEMENT ON THE SALARY SCHEDULE

I. Column Advancement

- A. October 15 is the final date for filing official transcripts from an accredited institution bearing the impress seal of the institution; or the original signature of the registrar, transcript clerk, or recorder which would result in upgrading. After having worked under a particular credential upon reassignment, an instructor will not be paid a lower rate or held at a designated step on the schedule other than that which he would hold.
- B. Although it is the policy of the District to employ only those instructors who meet, as a minimum, the requirements of Column A, instructors who may be employed under exceptional circumstances who do not meet such requirements may not move to Column B until all requirements for that column are satisfied.

II. Step Advancement

Feather River Community College District shall advance one (1) step in the schedule after original placement, for each college year of employment in which they teach at least seventy-five (75) percent of the days which schools are in session each year. An instructor teaching half-time or more will be incremented on the regular salary schedule, provided that in the previous year's service he has performed seventy-five percent (75%) of the days called for in his part-time assignment. In the event that a temporary part-time instructor assumes a probationary contract position with the college, he will be credited on the salary schedule for the total of his past experience with the District, pro-rated for part-time experience.

III. Vocational Course Credit

Non-academic salary advancement may be granted to vocational faculty for training courses sponsored by recognized business and industrial firms or professional organizations subject to the following provision:

- A. Approval may be granted by the Vocational Training Committee, consisting of the College President, Director of Human Resources, Equal Employment Officer, and a FRCFT designated vocational faculty member.
- B. A course description or outline of the Vocational Training program must be submitted to the above committee along with the request for approval.
- C. The content of the Vocational Training Program must directly relate to the faculty member's credentialed area.
- D. A written statement must be issued by the Vocational Training Committee to the faculty member in response to each request for approval, indicating number of units granted or reason for denial.
- E. This article shall not be subject to the grievance procedure.

Upon completion of the above requirements and documentation of completion of the vocational training course, movement on the salary schedule shall be granted according to the following formula: Thirty-two (32) hours of training is equivalent to one (1) semester unit.

APPENDIX A-5: ACADEMIC SALARY COLUMN PLACEMENT PROCEDURE²

(Applies to faculty hired after July 1, 1992)

COLUMN A

- Condition 1: Possession of a Bachelor's degree from an approved college or university OR
- Condition 2: Possession of an occupational or vocational credential obtained on the basis of six years of occupational experience, and high school graduation, or any credential with an occupational or vocational subject matter, OR
- Condition 3: Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter with a Bachelor's degree from an approved college or university.

COLUMN B

- Condition 1: Possession of a Master's degree from an approved college or university in a discipline in which the Master's is generally available, OR
- Condition 2: Possession of a Bachelor's degree from an approved college or university in a discipline in which the Master's degree is generally not available or expected plus an occupational or vocational credential if appropriate plus two years of professional experiences in the field, OR
- Condition 3: Possession of an Associate's degree from an approved college in a discipline in which the Master's degree is generally not available or expected plus an occupational or vocational credential if appropriate plus six years of professional experience in the field, OR
- Condition 4: The Equivalent.

COLUMN C

- Condition 1: Possession of a Master's degree from an approved college or university in a discipline in which the Master's is generally available, with 60 units completed after the Bachelor's degree, OR
- Condition 2: Possession of a Bachelor's degree from an approved college or university in a discipline in which the Master's degree is generally not available or expected plus an occupational or vocational credential if appropriate plus two years of professional experience in the field plus 30 units, OR

² "Units" as used in this procedure refers to SEMESTER UNITS. To determine semester units from quarter units, multiply the number of quarter units by two-thirds.

Condition 3: Possession of an Associate's degree from an approved college in a discipline in which the Master's degree is generally not available or expected plus an occupational or vocational credential if appropriate plus six years of professional experience in the field plus 45 units.

COLUMN D

Condition 1: Possession of a Master's degree from an approved college or university in a discipline in which the Master's is generally available, with at least 75 units completed after the Bachelor's degree, OR

Condition 2: Possession of a bachelor's degree from an approved college or university in a discipline in which the Master's is generally not available or expected plus an occupational or vocational credential if appropriate plus two years of professional experience in the field plus 45 units, OR

Condition 3: Possession of an Associate's degree from an approved college in a discipline in which the Master's degree is generally not available or expected plus an occupational or vocational credential if appropriate plus six years of professional experience in the field plus 60 units.

COLUMN E

Condition 1: Possession of an Earned Doctorate degree from an approved college or university in a discipline in which the Master's is generally available, OR

Condition 2: Possession of a Master's degree from an approved college or university in a discipline in which the Master's degree is generally available or expected with 90 units completed after the Bachelor's degree, OR

Condition 3: Possession of a Bachelor's degree from an approved college or university in a discipline in which the Master's degree is generally not available or expected plus an occupational or vocational credential if appropriate plus two years of professional experience in the field plus 60 units, OR

Condition 4: Possession of an Associate's degree from an approved college in a discipline in which the Master's is generally not available or expected plus an occupational or vocational credential if appropriate plus six years of experience in the field plus 75 units.

APPENDIX A-6: LONGEVITY INCREMENTS AND DOCTORAL STIPEND

I. Eligibility

- A. Academic personnel employed in the Feather River College District for the required number of years (including approved leaves of absence) and who started with the Peralta District at its commencement in 1964, are eligible for the longevity increments; and/or

- B. Academic employees or other employees of the district who become fulltime faculty and who have been employed by the Feather River Community College District for the required number of fulltime (part-time employment shall be pro-rated) years will be paid the applicable increment.

II. Longevity Increment Amounts:

<u>Amount</u>	<u>Years of Service</u>
\$ 840.00	1 st day of academic year beginning with 10 th year of service.
\$1,080.00	1 st day of academic year beginning with 12 th year of service.
\$1,440.00	1 st day of academic year beginning with 15 th year of service.
\$2,160.00	1 st day of academic year beginning with 18 th year of service.
\$3,600.00	1 st day of academic year beginning with 21 st year of service.

III. Doctoral Stipend

<u>Amount</u>	
\$900.00	Beginning 2016-2017

APPENDIX A-7: PERFORMANCE STIPENDS*

Office/Position	Yearly Stipend	and/or	Release Time	Combination
Liberal Arts Division Chair*	\$15,000	or	40%	Available
Professional & Technical Division Chair*	\$15,000	or	40%	Available
Agricultural/Equine Studies Department Chair*	\$12,000	or	40%	Available
Academic Senate President *	\$10,000	or	30%	Available
Mini Corps Director *	\$10,000			
Incarcerated Students Program Faculty Coordinator*	\$7,000	or	20%	
Faculty Flex Coordinator	\$3,000	or	15%	Available
Fulltime 10 Month Faculty Head Coach	\$5,000			
Phi Theta Kappa Coordinator	\$5,000	or	20%	Available
Faculty Accreditation Coordinator **	Negotiable			
Research Symposium Chair	\$3,000	or	15%	Available
Musical Director	\$800 per production			
Drama Director	\$600 per production			
Independent Study	\$75 per unit/per student			
Preparation Hours (over nine)	\$150 (per 3 units or pro-rated)			

All stipends listed only apply if a full-time faculty member occupies the position.

*Stipend meets STRS criteria of “creditable compensation” and shall be reported as such.

**During accreditation periods only.

APPENDIX A-8: DIVISION CHAIRS

- Arts and Sciences
 - Professional and Technical Studies
- I. The responsibilities of the Division Chairs include the following:
- A. Provide administrative support and assistance to the VPI/CIO in the planning, budgeting, organizing, implementing, supervising, and evaluation of the college instructional programs and services within the area of assignment, including both day and evening and both on-and-off campus.
 - B. Assist in the preparation of division budgets. Monitor assigned instructional budgets: including the development of division budget priorities during the budget cycle and the accounting for proper expenditures against the budget during the year.
 - C. Assign and monitor teaching loads of contract and associate faculty within the area of assignment in cooperation with the VPI/CIO.
 - D. Prepare and recommend fall, spring, and summer schedules of courses.
 - E. Facilitate the development of new courses and programs.
 - F. Schedule and chair meetings of faculty members within the area of assignment. Prepare an agenda and minutes for each division meeting. Report to VPI/CIO on division meetings.
 - G. Schedule regular meetings with the VPI/CIO to discuss division matters.
 - H. Participate in selection, orientation, and evaluation of faculty and instructional aides.
 - I. Affirm that division faculty (where applicable) has scheduled advisory committee meetings once a year as required by law. Attend announced advisory committee meetings within the division.
 - J. Serve on the following committees: Budget, Curriculum, Council on Instruction, Tenure, Ed. Plan, and Program Review (Validation), and the Senate Executive Committee. Division Chairs should limit their service on other college committees (union matters are exempted).
 - K. Each Division Chair will have objectives and be evaluated using a specific set of criteria and mechanics mutually agreed to by the Academic Senate and the College Administration. The VPI/CIO and each Division Chair will agree to annual objectives, which shall receive approval of the Academic Senate. The Division Chair shall be evaluated annually by the VPI/CIO and division faculty members, beginning in April of each year of service. Division members, the Division Chair, and the VPI/CIO shall all participate in the formation of the annual objectives. The evaluation

process shall include an evaluation by division members, a self-evaluation, and an evaluation by the VPI/CIO. It is recognized that the Division Chair is a faculty member doing administrative work.

- L. The Professional and Technical Studies Chair shall attend North/Far North Regional Consortium and CCCAOE (California Community College Associate of Occupational Education) meetings at least once per year. Each Division Chair shall attend any grant meetings concerning applicable departments within their division, as deemed necessary. Each Division Chair shall be credited ½ day on their additional workload for every full day away from the FRC campus.
- M. The Professional and Technical Studies Chair shall help coordinate any local high School Vocational Olympics scheduled on the FRC campus. The Professional and Technical Studies Chair shall attend all Tech Prep meetings with PUSD/PCOE.
- N. Teaching faculty shall: fulfill all instructional and non-instructional duties; participate in curriculum development, recruiting, and articulation; and have a base load of fifteen (15) equated hours per week and post and maintain five (5) office hours per week.
- O. Non-teaching faculty shall fulfill their work schedules as assigned by the District:
 - 1. The Director of the Library and the Director of Learning Resources shall be employed 193 days, working thirty-five (35) hours a week scheduled by the District.

P. Compensation

The Division Chair stipend shall be paid over a ten-month contract based on Appendix A-7, with a minimum of overload and no major assignments, and shall serve ten additional days as credited before, during, and beyond the 175 day academic year. These days shall be scheduled by mutual agreement between the VPI/CIO and the Division Chair. They may be scheduled in advance or as deemed necessary. Upon agreement by the District and the nominee for Division Chair, reassigned time (20-40% to be mutually agreed upon by the Division Chair and the VPI/CIO) may be received with the salary to be paid reduced by the average replacement costs for associate faculty.

Q. Selection

Selection of the nominee for Chair will be by secret ballot of the full-time faculty in the division. Election for nominee for Chair will be held the first week in March and will be supervised by the Academic Senate and confirmed by a vote of the Academic Senate in its annual April elections. The VPI/CIO will confirm the appointment of the Chair to the Superintendent/President or ask for another nominee. The VPI/CIO must state, to the Academic Senate, their reasons for rejecting the electee. Term of office will be for a two-year period. Removal from office may occur through a 2/3 vote of

no confidence by the full-time faculty in the division. Such vote will be by secret ballot and shall be conducted and confirmed by a 2/3 secret ballot vote of the Academic Senate. After such a Division/Senate vote, the chair will be considered removed, and the VPI/CIO shall rectify pro-rated service days and pay as of the day of the Senate's approval to remove. Removal from office by the VPI/CIO may also be done for nonperformance of the above responsibilities, as documented by the VPI/CIO, and presented in written summary to the Senate.

APPENDIX A-9: AGRICULTURAL/EQUINE DEPARTMENT CHAIR

- I. Election or ascendancy to this position shall be approved by the faculty member(s) in the department, the Division Chair and the VPI/CIO.
- II. It is recognized that the duties of the AG/EQS Department Chair are “extra duties” above and beyond the workload duties in Article 16.
- III. The duties of the AG/EQS Department Chair are as follows:
 - A. Draft, implement and administer policies and procedures associated with AG/EQS.
 - B. Determine class offerings, class scheduling and class assignments.
 - C. Determine student learning outcomes and curriculum in cooperation with other department faculty members.
 - D. Management of the college livestock (12 months, health care).
 - E. Management of the student horse boarding program (12 months, collection of fees, accounting, and student relations).
 - F. Budget management and development (12 months, signing authority for entire budget).
 - G. Management of EQS facilities with maintenance staff (12 months, livestock pens, arenas, pasture lands, hay barns, rodeo grounds, student housing, classrooms, and offices).
 - H. Supervising AG/EQS employees (faculty, classified, associate faculty, rodeo assistant coaches, student workers and work-study students).
 - I. Conduct weekly meetings and discussions with the VPI/CIO.

All of the above duties are not required by Article 16 of the contract.

The AG/EQS Department Chair shall be given reassigned time of three (3) equated load per academic year. This load may be assigned in either the Fall or Spring, per the VPI/CIO after consultation with the employee. The actual load may change slightly depending on the actual load of the classes from which the Chair is reassigned.

It is recognized that the duties of the Chair are approximately 205 days (Fall five (5) days, Spring nine (9) days, Summer 16 days) and shall not fall below that level. A detailed listing of the extra days beyond the normal 175 days may be requested by the VPI/CIO.

This position is managed by the VPI/CIO in consultation with the CBO.

This position and the related full-time faculty position shall have no overload except in extraordinary circumstances, as approved by the Division Chair and the VPI/CIO.

The compensation for these duties includes a stipend and paid over 10-months in accordance with Appendix A-7.

APPENDIX A-10: ACADEMIC SENATE PRESIDENT

- I. The responsibilities of the Academic Senate President include the following:
 - A. Preside over meetings of the Academic Senate and represent the Senate to the Board of Trustees and the President's Staff.
 - B. Be an ex officio member of all committees.
 - C. Keep a master file of all records of the Senate.
 - D. Represent the college at statewide sessions of the Academic Senate if possible (budget constraints, scheduling constraints).
 - E. Chair the Executive Committee of the Academic Senate.
 - F. Oversee the placement of faculty members on all Academic Senate standing, temporary, and selection committees.
 - G. Serve on the following committees: Budget, Curriculum, Council on Instruction, Tenure, Ed. Plan and Program Review (Validation), and Cabinet. Serve as chair of faculty selection committees where it is impossible for the division chair to serve.
 - H. Attend regular meetings with the President/Superintendent to discuss shared governance issues.
 - I. Teaching faculty shall: fulfill all instructional and non-instructional duties; participate in curriculum development, recruiting, and articulation; and have a base load of fifteen (15) equated hours per week and post and maintain five (5) office hours per week.
 - J. Non-teaching faculty shall fulfill their work schedules as assigned by the District:
 1. The Director of the Library and the Director of Learning Resources shall be employed 193 days, working thirty-five (35) hours a week scheduled by the District.

II. Qualifications

- A. Tenured Faculty member in good standing.
- B. Commitment to the goals of shared governance.
- C. A knowledge of Roberts Rules of Order (Revised 1915).

III. Selection

Elected by a secret ballot of the majority of the voting members of the Academic Senate. The Academic Senate President shall have a one-year term of office.

IV. Compensation

The Academic Senate President stipend will be paid over ten-month contract based on Appendix A-7.

APPENDIX A-11: MINI-CORPS DIRECTOR

I. Eligibility

- A. Tenured Faculty

II. The responsibilities of the Mini-Corps Director include the following:

- A. Administer the Summer Mini-Corps program.
- B. Report to the VPI/CIO.
- C. Serve as the liaison officer between Feather River College, the Butte County Office of Education (BCOE), and the California Mini-Corps.
- D. Prepare and service the contracts between FRCCD and BCOE.
- E. Supervise the Mini-Corps instructional program to insure:
 - 1. Effective teaching: oversee the documentation of teacher qualifications ensuring that minimum standards are met and assist in the applications for equivalency certification where needed.
 - 2. That course (Title 5) objectives are met.
 - 3. That course outlines are revised as needed.
- F. Recommend annual program budget, provide site management of the Mini-Corps budget.
- G. Travel to Sacramento and field sites in California to service the contract and evaluate programs at sites.
- H. Oversee the registration process for the Summer Program. Collect attendance and grading reports of Mini-Corps teachers at exit meetings.
- I. Provide periodic reports and assist in audit documentation as needed.
- J. Teaching faculty shall: fulfill all instructional and non-instructional duties; participate in curriculum development, recruiting, and articulation; and have a base load of fifteen (15) equated hours per week and post and maintain five (5) office hours per week.
- K. The Mini-Corps Director will be paid in accordance with the stipend amount in Appendix A-7.

APPENDIX A-12: ISP FACULTY COORDINATOR

- I. Under the direction of the VPI/CIO and the Assistant Dean of Instruction, reviews courses, suggest revisions, and ensure standardized formatting. Ensure instructors provide adequate lecture material, which is either properly cited or in the instructor's own words. Ensure assignments are aligned with the course SLOs.
 - A. Meet objectives that are established annually by VPI/CIO and Assistant Dean of Instruction. Provide semester reports to the Assistant Dean of Instruction for guidance and assistance as they relate to program needs.
 - B. Meet with instructors to review suggested revisions, and assist with implementing the revisions, if necessary. Review course materials for an average of five ISP courses per semester. Communicate revisions to improve course rigor, clarity, and engagement to the lead faculty for each course and monitor progress to ensure that the course revisions occur.
 - C. In cooperation with the VPI/CIO and Assistant Dean of Instruction, develop goals for program improvement to ensure student learning.
 - D. Perform related duties to the ISP as assigned.
- II. Compensation
 - A. This position and the related full-time faculty position shall have no overload except in extraordinary circumstances, as approved by the Division Chair and the VPI/CIO.
 - B. The ISP Faculty Coordinator is to be compensated by either a stipend (see Appendix A-7), or 20% release time, with the agreement of the VPI/CIO.
- III. Selection
 - A. The VPI/CIO will select the Faculty Coordinator after consultation with the Superintendent/President and the Academic Senate President. This appointment will be for one academic year and subject to non-renewal annually prior to May 15.

APPENDIX B-1: SENIORITY

Name	Seniority Date	Credentials and Subject Matter Authorizations	Degrees and Equiv.	FSA(S)*
Reid, Russell	9/8/1980	CCCI-Animal Production, CCCI-Food, Food Services and Related Technologies, CCCI-Business & Industrial Management, Public Services & Admin, CCCI-LS-Health and Physical Care Services and Related Technologies (in District only)	MS Rec & Parks Administration, BS Ag. Business Management	Recreation Administration, Agricultural Business, Agricultural Production, Animal Training & Management, Business, Equine Science, Health up to 40%
Connell, Christopher	8/13/1996		PhD English, MA English and Comparative Lit, BA Literature-English, BA Western Civ., FRC Equiv.: Spn101, Spn102	English, Foreign Language (Spanish)
Rick, Randy	7/2/2001		BA Physical Education, FRC Equiv.: PE, Learning Skills, HLTH 100	Physical Education, Coaching (Men's Basketball)
Heaney, Thomas	8/21/2001		PhD History, MA History, BA Philosophy, FRC Equiv.: PHIL 100, PHIL 103, POLSCI 140	History, Philosophy
Thompson, Anna	6/28/2004		MA Integrative Biology, BS Plant Biology,	Biological Sciences
Lerch, Derek	5/10/2006		PhD Geological and Environmental Sciences, MS Geophysics, BA Geophysics	Earth Science, Ecology, Physics, Mathematics
Baumgartner, Terry	6/28/2007		MS Education and Health, BS Education	Physical Education, Coaching (Men's Baseball)
Desmond, Katie	3/13/2008		PhD Political Science, MA Political Science, BA Political Science, FRC Equiv. History; Sociology	Political Science, History, Sociology

Tracy, Bridget	8/9/2012		MS Hydrologic Science, BS Forestry & Natural Resource Management	Earth Science, Natural Resources
Swarm, Darryl	8/22/2012		MLIS, MA Landscape Architecture, BS Geological Science	Library Science
Tanner, John	6/15/2015		MS Animal Science, BS Animal Science	Agriculture, Agricultural Production
Rusky, Merle	5/13/2016		MA Early Childhood Education, BA Early Childhood Education	Early Childhood Education
Easley, Rebecca	5/16/2016		PhD Mathematics, MA Mathematics, BA Mathematics	Mathematics
Leonhardt, Richard	5/24/2016		MS Finance	Business, Agricultural Business
Goulet, Nicolas	12/15/2016		MS Kinesiology	Physical Education Coaching (Football)
Potter, Monica	4/3/2017		MS Vocational Rehabilitation Counseling, BA Social Science	EOPS Counselor
Lombardi, William	5/18/2017		PhD English, MA English, BA English	English
Oertle, Darlene	3/28/2019		BS Biological Science, BS Nursing	Nursing
Olivera, Joshua	5/27/19		MFA Studio Arts	Art
Flett, Saylor	4/20/2020		MA Recreation Administration	Recreation Administration
Johnson, Keshawn	5/25/2021		MA Coaching & Athletic Administration	Physical Education Coaching Basketball
Flett, Dana	6/3/2021		MA Ecology	Environmental Studies
Moore, Nancy	Contract Temporary Faculty		BA Healthcare Administration	Nursing
Campbell, Susannah	6/2/2021		BA Equine Science	Equine Science, Agriculture
Turk, Tess	6/20/2021		BA Business Administration/Natural Horsemanship	Equine Science
Grose, Nicole	8/11/2021		PhD Ed Leadership, MA English, BA English; FRC Equiv. Sociology	English

Smart, Kurt	8/1/2022		MS Biology; BS Microbiology FRC Equiv. Chemistry	
--------------------	-----------------	--	---	--

APPENDIX C-1: EVALUATION DOCUMENTS³

I. Faculty Self-Evaluation

- A. Peer Evaluation of Faculty
- B. Administrator Evaluation of Faculty
- C. Student Evaluation of Course and Instructor

II. Self-Evaluation form for Library Director

- A. Library Director Evaluation by Peer
- B. Administrator Evaluation of Library Director
- C. Classified Evaluation of Library Director
- D. Student Evaluation of FRC Library

III. Self-Evaluation for Learning Center Director

- A. Learning Center Director Evaluation by Peer
- B. Administrator Evaluation of Learning Center Director
- C. Classified Evaluation of Learning Center Director
- D. Student Evaluation of FRC Learning Center Director

IV. Self-Evaluation for Counselor

- A. Peer Evaluation of Counselors
- B. Administrator Evaluation of Counselor
- C. Classified Evaluation of Counselor
- D. Student Evaluation of Individual Counselor

V. Self-Evaluation for Coach

- A. Peer Evaluation of Head Coach
- B. Administrator Evaluation of Head Coach
- C. Classified Evaluation of Coach
- D. Intercollegiate Athlete Evaluation of Coach

³ Current versions available through the Office of Instruction

APPENDIX D-1: REQUEST FOR DONATED LEAVE

EMPLOYEE NAME:
ADDRESS:
PHONE NUMBER:
OTHER CONTACT:

REASON FOR REQUEST (State your reason(s) for requesting donated leave and attach medical verification if applicable):

Estimated
Length of leave:
First day of leave:
Last day of leave:
Return to duty date:

I certify the above information:

Signature of Employee

DONATED LEAVE COMMITTEE ACTION

Approved on: _____
Date

By: _____
Chair, Donated Leave Committee

Denied on: _____
Date

Chair, Donated Leave Committee

Reason for denial:

APPENDIX D-2: OFFER TO DONATE LEAVE

EMPLOYEE'S NAME:

Name of employee to whom you wish to donate hours:

Maximum number of hours*/days you wish to donate:

Type of donated hours*/days:

Vacation: _____ hrs _____ days

Sick Leave: _____ hrs _____ days

Comp Time: _____ hrs _____ days

SIGNATURE OF EMPLOYEE:

This Section to be completed by Human Resources at the time leave is donated

Number of hours*/days posted: _____ Type of hours*/days:

_____ Vacation

_____ Sick Leave

_____ Compensatory

Leave balance as of: ___/___/___

Vacation: _____ hrs _____ days

Sick Leave: _____ hrs _____ days

Comp Time: _____ hrs _____ days

This Section to be completed by Human Resources at the conclusion of Donated Leave

Number of hours*/days actually used: _____

Number of hours*/days returned to employee: _____

Leave balance as of: ___/___/___

Vacation: _____ hrs _____ days

Sick Leave: _____ hrs _____ days

Comp Time: _____ hrs _____ days

Posted to employee account by: _____

Date: _____

CC: Employee

*Please note: Exempt (non-hourly) can only donate full day (8 hr.) increments

APPENDIX E-1: FACULTY PROFESSIONAL SERVICE

- I. The College places significant value on a faculty member's service to the campus and the community. The College places the highest value on service to the campus's formal governance structure. Also of importance is involvement and participation in the broader campus and surrounding community.

- II. The acceptance of professional responsibilities, which includes college service, community service, and professional development, is a necessary part of any faculty member's job. These professional services may be rendered in several different ways through:
 - A. Teaching overload in order to better serve students and the College.
 - B. Performing committee work as either a committee member or as of the chair of a committee.
 - C. Performing union work as an officer or a negotiator.
 - D. Participating in professional development.
 - E. Serving on or chairing a scholarship committee.
 - F. Serving on or chairing a selection committee.
 - G. Attending or presenting at a professional conference.
 - H. Advising students.
 - I. Participating in articulation, matriculation, curriculum development, workforce preparation or vocational activities, both on and off campus.
 - J. Conducting, participating in or attending any training activities.
 - K. Participating in or conducting any recruiting, retention or student activities.
 - L. Taking part in any activities, which might benefit the college or the faculty member, and can be justified by submitting documentation with this evaluation.

- III. The faculty professional service evaluation is to be submitted as part of the self-evaluation.