

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN LUIS OBISPO COUNTY  
COMMUNITY COLLEGE DISTRICT

AND

CUESTA COLLEGE FEDERATION OF TEACHERS  
AFT LOCAL #4909

**2021-2023**

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## ARTICLE 1: AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the **SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT** ("District" or "Employer") and the **CUESTA COLLEGE FEDERATION OF TEACHERS, AFT Local #4909** ("Exclusive Representative," "Federation," "Union," or "CCFT").
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549.3 of the Government Code ("Act").
- 1.3 It is the intent of the parties that nothing contained in this Agreement shall be construed to restrict, limit, or prohibit the full exercise of the functions of the Academic Senate to represent the faculty in making recommendations to the District with respect to District policies on academic and professional matters, as that phrase is defined in 5 California Code of Regulations Section 53200(c), so long as the exercise of such functions does not conflict with the terms of this Agreement.
- 1.4 It is the intent of the parties that the workplace shall be free of unlawful discrimination in the application of this Agreement. District decisions or actions will not be made on any basis prohibited by law or Board Policy, including but not limited to an employee's age, color, religious beliefs, veteran status, disability, gender, marital status, national origin, sexual orientation, gender identity/expression, organizational activity (or lack thereof) related to the Exclusive Representative, political affiliation, or race.
  - 1.4.1 A complaint by an employee alleging that the employee has been discriminated against by the District in violation of paragraph 1.4 shall be filed and processed initially pursuant to Board Policy number 1565 except as provided by this paragraph. A grievance or complaint of unlawful employment discrimination by the District that is related to an employee's organizational activity (or lack thereof) shall be filed and processed initially as a grievance pursuant to ARTICLE 13, GRIEVANCE PROCEDURE, section 13.7 The Exclusive Representative agrees that it will not file an unfair labor practice charge with the Public Employment Relations Board until the grievance has been filed.
  - 1.4.2 A grievance or complaint related to an allegation of unlawful conduct by the Exclusive Representative, as set forth in Government Code section 3543.6(a) or (b), shall be filed with the Public Employment Relations Board.

## ARTICLE 2: RECOGNITION

- 2.1 The District recognizes the Union as the Exclusive Representative for the unit of faculty employees of the District as defined in Education Code section 87003(a).
  - 2.1.1 Included in this unit are all faculty teaching credit courses and assigned to either the college or continuing education program, including all temporary, contract, and regular faculty members, whether full or part-time, including those with classroom and non-classroom assignments, including fee-based credit instructors. The unit shall include all regular and temporary teaching and service faculty, including Disabilities Specialists, Coordinator of Student Life and Leadership, Librarians, Counselors, Enhanced non-credit English as a Second Language (ESL), and other coordinators with regular faculty appointments.
  - 2.1.2 The unit shall exclude all other employees, including day-to-day substitutes, deans, directors, and all other management, supervisory and confidential employees. All faculty serving in an assignment as an interim manager shall not be a member of the faculty bargaining unit for the duration of the interim assignment, and shall instead be bound by the terms and conditions of the collective bargaining agreement or handbook of the bargaining unit within which the interim assignment is located. Faculty serving in an interim assignment shall retain full rights without any loss in seniority upon returning to their regular faculty assignment.
- 2.2 The parties will meet to attempt to agree on any proposed additions or deletions to the job categories specified in section 2.1.1.

## ARTICLE 3: ACADEMIC FREEDOM AND INTELLECTUAL PROPERTY

The San Luis Obispo County Community College District protects the academic freedom of students, staff, managers, and faculty; no limitations shall be placed upon the study, investigation, presentation, or interpretation of ideas. The District values the expression of a wide range of viewpoints and promotes creativity and innovation among its students, staff, managers, and faculty.

- 3.1 The District upholds the following elements of academic freedom:
  - 3.1.1 the obligation of academics to ask difficult and meaningful questions and to pursue those inquiries wherever they may lead;
  - 3.1.2 the open and free exchange of ideas to support academic critical inquiry; and
  - 3.1.3 the protection of those who discuss, present, and research ideas that may be seen as controversial, obscene, unpopular, or challenging.
- 3.2 The District shall support and protect every faculty member's academic freedom from any adverse action or censorship. The District shall support and protect each faculty member's academic freedom within, but not limited to, the following areas:
  - 3.2.1 College-wide Curriculum

Freedom to develop curriculum and instructional methods for academic programs and courses – including, but not limited to, course descriptions, course outlines, course goals, course objectives, and course standards – in accordance with college procedures that have been mutually agreed upon by the Governing Board and the Academic Senate and conform with state requirements and existing articulation agreements with other higher learning institutions.
  - 3.2.2 Course Content

Freedom to select all content for their individual courses – including, but not limited to, texts, materials, labs, discussion topics, technology, videos, and assignments. Faculty will base their decisions on their professional training, expertise, and pedagogical practices. The approved Course Outline of Record, as developed from mutually agreed upon standards, shall provide the individual faculty with requirements and guidelines for each specific course.
  - 3.2.3 Grades

Freedom to design assessment tools and methods, assess student performance, and serve as the final authority for the assignment of grades.
  - 3.2.4 Research

Freedom to explore all avenues of scholarship, research, publication, and academic and/or creative expression within the classroom, college, and larger community, without institutional discipline or restraint.
  - 3.2.5 Participatory Governance
    - 3.2.5.1 Freedom to participate effectively in collegial and divisional governance.
    - 3.2.5.2 Freedom to question and challenge, without fear of censorship or discipline, actions, and ideas originating from within the institution.
  - 3.2.6 Public Speech and Membership in Organizations
    - 3.2.6.1 Freedom to speak or write publicly – free of censorship or discipline by the college – as a citizen on matters of public concern.

3.2.6.2 Freedom to associate with individuals or groups of one's choice without fear of censorship or discipline.

3.2.7 Technology

Freedom to elect to what extent technology will be used to support achievement of course objectives.

3.2.8 Intellectual Property and Pursuant to Appendix E

3.2.8.1 Freedom to maintain ownership over creative, artistic, and research works, including, but not limited to, written, graphic, photographic, video, and musical pieces, among others, even those produced or maintained on District equipment, unless the District has commissioned a faculty member or members to produce a work for which said faculty specifically agree to relinquish intellectual property rights.

3.2.8.2 Freedom to maintain ownership over all academic work, including, but not limited to, items such as syllabi, assignments, exams, lectures, and content within learning management systems, unless the District has commissioned a faculty member or members to produce a work for which said faculty specifically agree to relinquish intellectual property rights.

3.3 Nota bene: Faculty in non-instructional positions have the same rights of academic freedom as instructional faculty.

## ARTICLE 4: COMPENSATION

### Fringe Benefits

4.1 Commencing July 1, 2021, the monthly fringe benefits will be:

Employee Only – Up to \$8210.88/year (Full-Time) / Up to \$4,926.53/year (Part-Time)

Two Party – Up to \$11,652/year (Full-Time) / \$6,991.20/year (Part-Time)

Family – Up to \$14,880/year (Full-Time) / \$8,928/year (Part-Time)

Annual fringe amounts are subject to change due to open enrollment/plan changes.

Instructional faculty: Full-Time receive fringe payments over 10 months. Part-Time faculty will be equally divided from the month after eligibility to the end of the semester.

Service faculty: Full-Time receive fringe payments over 12 months. Part-Time faculty will be equally divided from the month after eligibility to the end of the semester.

4.2 Commencing on July 1, 2021, the following fringe benefit provisions (in sections 4.2 through 4.6, inclusive) apply:

4.2.1 A faculty member who is employed for less than 50 percent of the assigned time of a full-time faculty member is not eligible to participate in or to receive a District contribution toward the medical insurance benefit program.

4.2.2 Effective July 1, 2021, part-time faculty with a load between 50 and 74% will receive 60% of the full-time fringe benefit of the enrolled plan.

Effective February 25, 2021, Faculty who resign or retire from the District and return to employment will not be considered eligible and receive "cash in lieu" pursuant to article 4.2.2.1 and 4.2.3.1. The submittal of a resignation or retirement constitutes a break in service and therefore does not qualify the faculty for the clauses in 4.2.2.1 and 4.2.3.1.

4.2.2.1 who was first employed by the District in any position covered by the CCFT bargaining unit at any time prior to July 1, 2006, is eligible to participate in the District's medical insurance benefit program. If such person is not enrolled in the District's medical insurance benefit

program, the monthly fringe benefit allowance to such person is \$264.96 per month. If such person is enrolled in the District's medical insurance benefit program (including dental and/or vision insurance coverage), the monthly fringe benefit allowance to such person is the lesser of (A)(1) \$313.42 per month or (2) the actual cost of the District's medical insurance benefit program in which such person is enrolled, but (B) if the actual cost of the District's medical insurance benefit program in which such person is enrolled is less than \$264.96 per month, such person may receive as income the difference between \$264.96 and the actual cost of the District's medical insurance benefit program in which such person is enrolled.

4.2.3 A regular faculty member or temporary faculty member assigned to work 75 percent or more of the assigned time of a full-time (100%) faculty member:

4.2.3.1 who was first employed by the District in any position covered by the CCFT bargaining unit at any time prior to July 1, 2006, is eligible to participate in the District's medical insurance benefit program. If such person is not enrolled in the District's medical insurance benefit program, the monthly fringe benefit allowance to such person is \$537.32 per month. If such person is enrolled in the District's medical insurance benefit program (including dental and/or vision insurance coverage), the monthly fringe benefit allowance to such person is the lesser of (A)(1) \$634.24 per month or (2) the actual cost of the District's medical insurance benefit program in which such person is enrolled, but (B) if the actual cost of the District's medical insurance benefit program in which such person is enrolled is less than \$537.32 per month, such person may receive as income the difference between \$537.32 and the actual cost of the District's medical insurance benefit program in which such person is enrolled.

4.3 All regular faculty members and full-time temporary faculty members receiving the District contribution described in section 4.1.3 or 4.2.3 are required to enroll in the medical insurance plan selected by the District in at least "employee only" level of coverage. Every new regular faculty member/full-time temporary faculty member must enroll when they are first eligible, which is the first of the month following their date of hire. If the District's contribution to such regular faculty member/full-time temporary faculty member exceeds the monthly amount required to pay for the medical insurance plan in which such regular faculty member/full-time temporary faculty member has enrolled, the excess sum shall revert to the District, and shall not be distributed to, or treated as a fringe allowance or income of, such employee, and may not be directed to any tax sheltered annuity, flexible spending plan, additional insurance, or any other mechanism. For purposes of fringe benefit eligibility and allowances, references in this contract to employment on or before a specified date is governed by the date of the employment contract with the District and not any offer letter or interview for employment.

4.3.1 Every temporary faculty member receiving the District contribution described in either section 4.1.2, 4.1.3, 4.2.2, or 4.2.3 may, but is not required to, enroll in the medical insurance plan selected by the District. If such temporary faculty member working less than a full year enrolls in the medical insurance program offered by the District, such temporary faculty member must enroll and make premium payments for the entire contract year. Additionally, temporary faculty members must enroll when they first become eligible.

4.4 Dental and vision insurance shall be offered by an insurance plan selected by the District. Faculty may opt to participate in any dental and/or vision plan offered by the District. For clarity, carrying dental and/or vision insurance only (and not the medical insurance plan) does not constitute enrollment in the District's medical insurance benefit program for purposes of the medical insurance enrollment requirements in section 4.3

4.5 A faculty member whose monthly cost for medical insurance benefit coverage exceeds the District's contribution is required to pay the additional cost by payroll deduction.

4.6 If the faculty member's Spouse or Registered Domestic Partner is also an employee of the District and eligible to receive a District contribution for the medical insurance benefit program, and such faculty member or such faculty member's Spouse or Registered Domestic Partner carries medical coverage through a District offered medical plan which includes coverage for both such faculty member and such faculty member's Spouse or Registered Domestic Partner (2 person or family rate which covers both such faculty member and such faculty member's Spouse or Registered Domestic Partner), then either such faculty member or such faculty member's Spouse or Registered

Domestic Partner (but not both) shall have the right to opt out of the required employee only medical plan enrollment for so long as all conditions in this section are met.

#### Academic Salaries

- 4.7 The Faculty Salary Schedules for regular and temporary faculty members shall be attached to this Agreement as Appendix B-1 through B-4.
  - 4.7.1 Step and column movements for eligible faculty members will be granted as of July 1 of each academic year in which this Agreement is in effect.
  - 4.7.2 Extra duty compensation for faculty members is set forth in Appendix B-7, Extra Duty Compensation.
  - 4.7.3 Compensation for Cooperative Work Experience Faculty Advisors shall be at the rate of \$66.01 per hour per student (Range D Step 4 on Appendix B-2 Temporary, Part-Time and Full-Time Overload Lecture/Hourly Faculty Salary Schedule). Mileage of \$20 per student per semester (based on average of 37 miles per student per semester. Total compensation of \$162.58 per student.

#### Longevity Steps

- 4.8 A regular faculty member who has completed 15 consecutive years of service to the District as a regular faculty member shall receive a 5.00% step increment, beginning with the 16th year of service. To be eligible for the 16-year step, the regular faculty member must have an overall evaluation rating of satisfactory or better on the evaluation immediately prior to eligibility for the step.
  - 4.8.1 After July 1, 2016, when a regular faculty member completes a year of service at step 14, they shall annually be placed into step 15 and step 16. Steps 15 and 16 do not provide a salary increment but is the step before longevity 17.
  - 4.8.2 As of July 1, 2016 regular faculty members that have completed 3 years or more of service beyond step 14 will be moved into longevity step 17 and become eligible for the 5% step increase.
  - 4.8.3 Regular faculty members with fewer than 3 years of service beyond step 14 as of July 1, 2016 will be placed at step 15 and have those years credited towards reaching longevity step 17.
- 4.9 A regular faculty member who has completed 18 consecutive years of service to the District as a regular faculty member or has completed 3 years of service after being placed at step 17, shall receive a 5.00% step increment, beginning with the 20th year of service. To be eligible for the 20-year step, the regular faculty member must have an overall evaluation rating of satisfactory or better on the evaluation immediately prior to eligibility for the step.
  - 4.9.2 As of July 1, 2016 regular faculty members that have completed 3 years or more of service beyond step 17 will be moved into longevity step 20 and become eligible for the 5% step increase.
- 4.10 A regular faculty member who has completed 21 consecutive years of service to the District as a regular faculty member or has completed 3 years of service after being placed at step 20, shall receive a 5.00% step increment, beginning with the 23rd year of service. To be eligible for the 23-year step, the regular faculty member must have an overall evaluation rating of satisfactory or better on the evaluation immediately prior to eligibility for the step.
  - 4.10.1 As of July 1, 2016, regular faculty members that have completed 3 years or more of service beyond step 20 will be moved into longevity step 23 and become eligible for the 5% step increase.
- 4.11 After July 1, 2016, Faculty who completed 3 years of service and are placed at a range 15 or higher can only move one range regardless of how many years of service completed.
- 4.12 If the regular faculty member does not have an overall evaluation rating of satisfactory or better on the evaluation prior to eligibility for the 17th, 20th, or 23rd year step, the respective step shall not be granted until an overall evaluation rating of satisfactory or better is achieved. Once a 17th, 18th, or 23rd year step has been granted, the step shall not be revoked.



- 4.13 A regular faculty member who was a temporary faculty member prior to becoming a regular faculty member shall receive credit toward the longevity step on the basis of one year of service for the completion of each 30 semester units taught (or equivalent for service faculty) during the temporary service. A regular faculty member who was hired by the District prior to July 1, 1998 and who served in an academic position outside of the faculty bargaining unit or in a classified bargaining unit position shall receive credit toward longevity on the basis of one year of credit for each full year of service.
- 4.14 The District and Exclusive Representative agree that the list of ten (10) districts attached as Appendix F shall be used by the parties as information for purposes of negotiations when comparing salaries for persons represented by the Exclusive Representative.
- 4.15 The Superintendent/President has the authority to negotiate the initial salary placement for newly hired faculty up to and including Range G Step 23 following the criteria provided in Appendix 9-6, Salary Placement Procedures – Regular and Temporary Faculty, 9.1 through 9.4.

Meeting and Conference Expense Reimbursement

- 4.16 A faculty member who is required to travel on District-related business in order to attend a District-authorized meeting or conference shall be reimbursed for travel and related expenses. Reimbursement shall be provided consistent with adopted District procedures and regulations, including appropriate written administrative notification prior to incurring any such expenses.
  - 4.16.1 Reimbursement for meals shall be at a maximum reimbursement of \$51 per day if you are traveling for the whole day. All meals will be purchased during acknowledged conference time and travel time. If travel is funded by a grant, the faculty member must follow the grant requirements if they are more restrictive.
 

For fractional day of time, reimbursement is as follows:

    - Trip begins at or before 6:00am and ends at or after 9:00am – Breakfast may be claimed up to \$11.
    - Trip begins at or before 11:00am and ends at or before 2:00pm – Lunch may be claimed up to \$12.
    - Trip begins at or before 4:00pm and ends at or after 7:00pm – Dinner may be claimed up to \$23.

For Incidental Purchases or meal overages, a \$5 per day allowance is provided.
  - 4.16.2 Reimbursement for appropriate lodging shall be made when the meeting or conference is more than 80 miles from the assigned primary campus at Cuesta College.
  - 4.16.3 The District will also reimburse the actual cost of authorized air or rail transportation, vehicle rental, parking, conference registration fees, and/or other charges for District business.

Mileage Reimbursement

- 4.17 A faculty member who uses a personal vehicle for authorized travel shall be reimbursed at the Internal Revenue Service rate.
  - 4.17.1 For purposes of eligibility for mileage reimbursement, each regular faculty member shall be assigned to a principal campus/center (e.g., Cuesta, North County).
  - 4.17.2 When a faculty member's assigned load includes a split campus teaching assignment, mileage shall be paid for one-way travel between the assignments.
  - 4.17.3 When a regular faculty member has a dual campus assignment as a result of application of paragraph 5.12.8, mileage shall be paid for miles driven to the second campus/center. Payment made pursuant to this paragraph is for miles in excess of the mileage traveled to and from the principal campus/center from the regular faculty member's home at the time the assignment was made. This payment shall be made for

a maximum period of 24 months.

#### Pay for Temporary Faculty Office Hours

- 4.18 Temporary faculty who have an assigned teaching load of 40% and above shall be paid for 18 office hours during the semester. Temporary faculty who have an assigned teaching load of 20% to 39.9% shall be paid for 9 office hours during the semester, commencing on the 2018-19 academic year. The hours shall be paid an hourly rate based on Appendix B-4 (Temporary, Part-Time and Full-Time Overload Two Thirds Laboratory/Hourly faculty Salary Schedule), Column D, Step 9. Pay for these hours will be equalized over five months per semester. Office hours are considered professional ancillary services for employees hired as part-time temporary employees pursuant to Section 87492.5(a) of the Education Code and no office hours can be counted as flex credit.

#### Pay for Temporary Faculty Student Learning Outcome and Assessment Work

- 4.19 In recognition of additional pedagogical work as prescribed by the Accrediting Commission for Community and Junior Colleges (ACCJC), Temporary Faculty members will be compensated based on Appendix B-3 (Temporary, Part-time and Full-time Overload Laboratory/Hourly Faculty Salary Schedule) Column D, Step 7 and according to the following chart:

Temporary Faculty Load up to 19.9% = 0.5 hours per semester  
Temporary Faculty Load between 20% - 39.9% = 1 hour per semester  
Temporary Faculty Load between 40% - 67% = 1.5 hours per semester  
See Appendix B-8 for Form

#### Pay for Dual Enrollment

- 4.20 The District will compensate faculty members for contributing to oversight and course effectiveness assessment. Identified lead faculty will be compensated for 5 hours per section automatically, on an hourly basis from the Schedule B-4 step and column of the Temporary, Part-Time & Full-Time Overload Two-Thirds Laboratory/Hourly Faculty Salary Schedule. Any hours exceeding the pre-approved 5 hours per section must be submitted in writing to the appropriate Dean for approval. An email is a sufficient form of the written request. The request should include an estimate (if possible) of how many additional hours are needed and what those hours will be spent working on such as, curriculum, site visits, meetings, etc. It is understood that for the initial course setup there may be a need for additional hours. A faculty member who uses a personal vehicle for authorized travel shall be reimbursed at the Internal Revenue Service rate and will follow Article 4.17 of the Agreement.

### **ARTICLE 5: WORK HOURS, WORK YEAR AND WORKLOAD**

#### Work Hours

- 5.1 Regular instructional faculty members shall be either on campus or available at other assigned work locations during each regular college instructional day. Non-instructional faculty shall be at assigned work locations as scheduled for Disabled Student Programs and Services Specialists, counselors, librarians, Instructional Designer, and the Coordinator of Student Life and Leadership. All faculty are expected to fulfill the following responsibilities:

- Provide instruction or services for the period of time determined by the provisions of this Article.
- Provide scheduled office hours for consultation with students pursuant to Article 5.1.2
- Serve on assigned college committees or perform other approved service to the college, including committees designated pursuant to ARTICLE 11, RIGHTS OF THE EXCLUSIVE REPRESENTATIVE, section 11.6.1. Any balancing of committee assignments shall not displace an assignment made pursuant to Section 11.6.1 except by mutual agreement between the President of the Exclusive Representative and the Superintendent/President.
- Participate in activities of professional growth which are designed to enhance the quality of instruction or service provided.
- Attend those meetings' necessary to participate in college or division business.

- 5.1.1 If the need for an exception to section 5.1 arises, it may be granted in keeping with the established goals

and objectives of the college. Before an exception is submitted for final approval, it must be approved by the appropriate Dean, Director, or Assistant Superintendent/Vice President.

5.1.2 In the application of the provisions of section 5.1, instructional faculty (including Non-credit Enhanced ESL) are assigned thirty (30) hours per week of instruction, preparation, grading, division responsibilities, program review, student learning outcomes and assessment, curriculum development and professional growth and assigned a minimum of five (5) office hours and five (5) additional hours for committee/governance activities per week. The five (5) hours for committee/governance activities are not assigned during winter, spring, and/or summer breaks or during an inter-session period.

5.1.2.1 Faculty teaching in an online modality may, at their discretion, conduct online office hours as follows:

- Faculty may hold up to one (1) online office hour per three (3) units taught online.
- Faculty teaching six (6) or fewer units online may hold up to two (2) online office hours per week. The remainder of any required office hours shall be held on campus.
- Part-time faculty with any online assignment can hold their office hours online.
- At least fifty percent (50%) of any online office hours will be synchronous (real-time) communication between the instructor and students, with the rest being asynchronous communication with students.

5.1.2.2 Regardless of the teaching modality, faculty will have no fewer than four (4) full working days after the specific faculty member's last day of final exams to submit final grades.

5.1.3 The appropriate Director, Dean, or Assistant Superintendent/Vice President has the responsibility to monitor the workload of all faculty members pursuant to this Article.

5.2 Full-time Disabled Student Programs and Services Specialists *who are not teaching instructional courses* shall be assigned: twenty-three (23) hours of direct student contact, five (5) hours of other disabled student programs and services and/or professional growth, seven hours (7) of preparation time for student contact, and five (5) hours for committee/governance work per week. Weekly direct student contact time for DSPTS Specialists who are assigned to work during the summer break period shall be twenty-eight (28) hours the additional five (5) hours replacing the five (5) hours for committee/governance work per week.

DSPTS Specialists who teach instructional courses will have a combination of instructional load and service load. The instructional and preparatory loads shall be calculated at the same ratios as instructional and preparatory loads for instructional faculty; such loads shall be subtracted from the remaining direct student contact load. Additional responsibilities shall include curriculum development, grading, and student learning outcomes and assessment, and program review.

5.3 Full-time Counselors shall be assigned: twenty-three (23) hours of direct assignment, seven (7) hours of preparation for student contacts, five (5) hours for other counseling services and/or professional growth, and five (5) hours for committee/ governance work per week. Weekly direct assignment time for counselors who are assigned to work during winter, spring, and/or summer break periods shall be twenty-eight (28) hours, the additional five (5) hours replacing the five (5) hours for committee/governance work per week. The Division Chair, representing the Counselors and the Dean of Student Services will work collaboratively to ensure coverage of online counseling appointments in order to provide all students equitable access to counseling support. The assignment of online counseling appointments shall be by mutual agreement by the affected faculty member, the Division Chair, and the Dean of Student Services.

Full-time Counselors who teach instructional courses will have a combination of instructional load and service load. The instructional and preparatory loads shall be calculated at the same ratios as instructional and preparatory loads for instructional faculty; such loads shall be subtracted from the remaining direct student contact load. Additional responsibilities will include curriculum development, grading, student learning outcomes and assessment, and program review.

5.4 Full-time Librarians shall be assigned: normally twenty-three (23) hours of direct student contact (including but not limited to reference desk, small group instruction, information literacy instruction in distance education and face-to-face courses), seven (7) hours of other assignments, five (5) office hours and/or professional growth, and five (5) hours for committee/governance work per week. Weekly direct assignment time for Librarians who are assigned

to work during winter, spring, and/or summer break periods shall be twenty-eight (28) hours of direct contact, the additional five (5) hours replacing the five (5) hours of committee/governance work per week. Additional responsibilities may include student learning outcomes and assessment, curriculum and collection development, program review, website management, outreach, grant writing, database or library service platform management and/or creation of library guides, distance education modules, other teaching materials, or other related duties.

With the approval of their Dean full-time Librarians who teach instructional courses may have a combination of instructional load and service load. The instructional loads shall be calculated at the same ratios as instructional and preparatory loads for instructional faculty, and such loads may be subtracted from the remaining direct student contact load or assigned as overload per mutual agreement.

Full-time Instructional Designers shall be assigned; normally twenty-three (23) hours of direct contact by the supervisor, seven (7) hours of other assignments, five (5) office hours and/or professional growth, and five (5) ours for committee/governance work per week. Weekly direct assignment time for Instructional Designers who are assigned to work during winter, and/or summer break periods shall be twenty-eight (28) hours of direct contact, the additional (5) hours replacing the five (5) hours of committee/governance work per week. Additional responsibilities may include program review, creation of course materials, outreach, grant writing and management of campus-wide instructional technology projects.

With the approval of their Dean full-time Instructional Designers who teach instructional courses may have a combination of instructional load and service load. The instructional loads shall be calculated at the same ratios as instructional and preparatory loads for instructional faculty, and such loads may be subtracted from the remaining direct student contact load or assigned as overload by mutual agreement.

- 5.5 Programs within the Nursing and Allied Health Division, including, but not limited to EMS, LVN, MAST, and PSYT have mandated hourly requirements set forth by their accrediting agency which are non-negotiable.
  - 5.5.1 Programs with mandated hourly requirements in Nursing and Allied Health at Cuesta College will initiate and maintain a schedule which allows classes to be held on flex days and/or Cuesta holidays, allowing the mandated hour requirements to be met within a given semester, while providing students and faculty a break between semesters.
  - 5.5.2 Scheduling hourly-driven classes on flex days and/or holidays would be implemented by the District only as a last resort, and in consultation with the full-time and part-time faculty teaching within that semester for the benefit of the program.
  - 5.5.3 Faculty will be responsible to meet their full flex obligation; 60 hours for full-time faculty and 1.5 hours per student contact hour for part-time faculty.

#### Work Year

- 5.6 The work year for instructional faculty shall be 175 days. The work year for Disabled Student Programs and Services Specialists shall be 175 days or 197 days as specified in the employment contract. The employment contract/year will be based on the fiscal year, July 1<sup>st</sup> through June 30<sup>th</sup>.
  - 5.6.1 The work year for Counselors, Librarians, Instructional Designer and the Coordinator for Student Life and Leadership shall be 197 days. The initial schedule of workdays shall be developed by the Division Chair in consultation and by mutual agreement with each affected faculty member faculty. The appropriate Director or Dean (or Assistant Superintendent/Vice President Student Services for the Coordinator for Student Life and Leadership) has final approval of the schedule. If the Dean/ Director and the faculty member are unable to achieve a mutual agreement, the Dean shall determine the schedule consistent with the needs of the program.
  - 5.6.2 The District may extend the work year of an employee or employees beyond the number of days specified in this section on a day-by-day basis at the employee's daily rate of pay. The District will notify the Exclusive Representative in advance if the work year of an employee or employees is to be extended. In an emergency situation, the Exclusive Representative will be notified as soon as practicable.
  - 5.6.3 The work week for all full-time faculty shall normally be forty (40) hours per week exclusive of overload and

consisting of student contact (service or instruction), preparation, office hours, participation in college governance and professional growth.

5.6.4 The District agrees to provide 1.8 FTE reassigned time to Academic Senate Council Leadership for the purpose of conducting senate business, managing curriculum, promoting and managing the assessment of student learning outcomes, and organizing faculty professional development.

5.6.4.1 The District agrees to provide 0.2 additional FTE reassigned time to the Academic Senate Council Leadership for the purpose of conducting senate business for the Faculty Professional Development Coordinator position in their duties to support ongoing faculty growth and development.

5.6.4.2 The Academic Senate President will notify the District, in writing, of the allocation of reassigned time not later than May 20 for the fall semester and not later than September 15 for the spring semester. In the event of any substitutes (resignation or absence for other reasons of those originally designated), the Academic Senate President will promptly notify the District, in writing with information for such substitutes.

5.6.5 Regular full-time faculty shall be required to participate in staff development activities (Flex activities) for the equivalent of ten (10) days of six (6) hours each of the 175 workdays in each academic year.

5.6.6 Flex activities must be performed at times when the faculty member is not scheduled for student contact (instruction or service), office hours, participation in the College governance process, or the performance of other contractually required activities.

5.6.7 Temporary, part-time faculty teaching 18-week semester courses shall be required to participate in flex activities for the equivalent of 1.5 times the number of hours taught in one week.

5.6.8 Temporary, part-time faculty teaching courses fewer than 18 weeks shall be required to participate in flex activities equal in time to the number of hours that the class would have met during a scheduled "flex day."

5.6.9 Credit toward the flex requirement shall be granted for only those approved activities for which completion is verified. Pay for unattended or incomplete staff development obligations shall be subject to civil collection action.

#### Workload Goals Committee

5.7 The college workload for Full-Time Equivalent Faculty shall be a minimum average of 15 Full-Time Equivalent Student per Full-Time Equivalent Faculty (FTES/FTEF) per semester. The ultimate goal is to reach an average of 17.5 Full-Time Equivalent Student per Full-Time Equivalent Faculty (FTES/FTEF) which is the State target set by the Chancellor's Office.

5.7.1 A Faculty workload committee shall be established to ensure compliance with the above minimum workload requirements. In compliance with this requirement, notwithstanding any other past practices, the committee's responsibility shall include:

- Division FTES/FTEF targets projected for the subsequent academic year (Fall/September and Spring/February)
- Compliance monitoring and accountability for Workload Committee recommendations.
- Standardize Course Caps/Maximum Enrollment
  - Consider recommendations from the 10 comparable districts
  - Consider recommendations from the Curriculum Committee

This committee will be responsible for setting course caps/maximum enrollment for the course outline of record.

5.7.2 The committee shall be composed of four members jointly appointed by the Federation President and Academic Senate President and four managers, including the Assistant Superintendent/Vice President of Instruction, appointed by the Superintendent/President. The committee shall be convened and chaired by the Assistant Superintendent/Vice President of Instruction. The first committee meeting will be convened

no later than the first week of September of each academic year to begin work for the following year. The recommendations of the committee shall be made by consensus, or, if the consensus is not reached recommendation will be made by majority vote. The operating procedures of the committee will be decided at the beginning of the academic year to include what comprises a quorum and how many faculty/managers must be present to vote on proposals and/or targets.

- 5.7.3 In the event that the committee is unable to recommend area or division FTES/FTEF targets, for the academic year, Assistant Superintendent/Vice President of Instruction shall set the targets for each division.
- 5.7.4 In the event that the committee is unable to make a recommendation on course caps/maximum enrollment, the issue will be submitted to the Board of Trustees for review and final determination.
- 5.7.5 The District and the Federation agree that any revision to the division workload, including course caps/maximum enrollment, in compliance with 5.8 shall be implemented by the District and shall not be subject to negotiations.

### Formula Hours

- 5.8 The appropriate Vice President or designee shall determine the class or service assignment and load for each faculty member. Workloads shall be computed in formula hours as set forth in this section.
  - 5.8.1 The full-time load of a regular instructional faculty member (including Non-credit Enhanced ESL) is based on 15 lecture hours or 20 laboratory hours or a combination of lecture and laboratory hours. One lecture hour equals six and sixty-six one hundredths percent (6.6666%) of a load; one laboratory hour equals five percent (5.0000%) of a load.
  - 5.8.2 The District reserves the right to make an assignment which could vary from 93% to 107% of a normal load in any one semester, with semester loads balanced between fall and spring semesters of the academic year for full-time regular instructional faculty. If an assigned load exceeds 107% in a semester and is not balanced by a reduced assignment within the academic year, the affected faculty member shall receive overload compensation for the percentage that exceeds 107%.
  - 5.8.3 Regular faculty who have less than a full-time assignment shall be assigned lecture, service, and/or laboratory hours in an amount equivalent to the number most closely representing the faculty member's percentage of a full-time load.
    - 5.8.3.1 Regular faculty who have less than a full-time assignment are not eligible for an overload assignment pursuant to sections 5.12.3.2 through 5.12.5.6.
    - 5.8.3.2 An increase of the percentage of load for regular faculty who have less than a full-time assignment shall be accomplished only through the District's regular hiring procedures.
  - 5.8.4 A faculty member who teaches in a large lecture class setting shall have the load formula computed for the large class section on the basis of the number of students reported on the student census. At no time shall course enrollment exceed the classroom maximum. Enrollments greater than fifty-five (55) need pre-approval by the appropriate Dean or the Assistant Superintendent/Vice President of Instruction.
    - 5.8.4.1 Load credit shall be calculated at the rate of one and fifteen one hundredths (1.15) times the regular load credit for a class section of 45 through 54 students, one and one-quarter (1.25) times the regular load for a class section of 55 through 64 students, one and half (1.5) times the regular load credit for a class section of 65 through 74 students, one and three-quarters (1.75) times the regular load credit for a class section of 75 through 84 students, or two (2) times the regular load credit for a class section of 85 or more students.
    - 5.8.4.2 Any adjustment to the workload computation shall be calculated at census and applied to the faculty member's current assignment(s) and subsequent pay periods of the current term in the

form of compensation or load bank. In cases where the additional load results in a total load of over 140% an approval is needed by the Assistant Superintendent/Vice President of Instruction.

5.8.4.3 The large class loading formula will be applied only up to 67% for part-time faculty. Pursuant to Education Code 87482, part-time faculty who have been loaded above 67% in two of the previous six semesters will not be eligible for large lecture loading above 67%.

5.8.5 Load credit for approved distance education courses shall be calculated pursuant to the terms of section 5.8.1 and, where applicable, section 5.8.4.1.

5.8.5.1 The assignment of a course or courses that will be taught in the distant education mode shall be by mutual agreement between the affected faculty member, the Division Chair (or Director where there is no Chair), and the appropriate Dean (or Vice President where there is no Dean).

5.8.5.1.1 The District agrees that it will not require that an existing course be offered solely in the distance education mode. Load credit for a course offered in the distance education mode will be the same as that offered in the face to face modality.

5.8.5.1.2 The agreement regarding a distance education course assignment shall detail the provisions for District logistical, design, legal requirements and/or technical support for the distance learning course or courses, including faculty training provided by the District in 5.10.

5.8.5.1.3 Contact between students and instructional faculty who teach a distance learning class shall be provided as set forth in California Code of Regulations, Title V.

5.9 Formula hour credit for team teaching and co-teaching will be computed in proportion to the percentage of lecture or lab time that is assigned to each faculty member as approved by the appropriate Dean or Director.

#### Online Instruction

5.10 Online education includes both the Hybrid and Online classes defined by Title 5 where the instructor and student are separated by distance and interact through the assistance of technology. All distance education courses must meet the state and federal requirements, and if a course does not meet these requirements, then necessary steps will be taken to ensure compliance. For all courses offering online components there shall be regular and effective contact between the faculty member and the students as verified by a student identification process.

5.10.1 The determination of which courses in the curriculum may be offered in an online format, in addition to instructor/student contact requirements, shall be in accordance with the Title 5 California Code of Regulations.

5.10.2 All online instructors, prior to their first distance education assignment, shall complete training in online pedagogy, an online learning management system and accessibility standards, provide evidence of prior training, or demonstrate mastery or competencies in these areas. The Distance Education Coordinators and/or OEI certified trainers will make recommendations to the Dean or designee for faculty who meet the requirements.

5.10.3 Such training, for eligible faculty as defined in 5.11, must be pre-approved by the Dean, and shall be compensated either via the unit member's professional development obligation or at the unit member's rate of pay on the Temporary, Part-Time & Full-Time Overload Two-Thirds Laboratory/Hourly Faculty Salary Schedule (Appendix B), at the option of the unit member. Any training used for salary schedule column advancement cannot be compensated by the District.

5.10.4 Becoming qualified to teach online courses does not require a faculty member to accept assignment to teach an online course.

5.10.5 Beginning Fall 2016 regular, tenure-track, and temporary faculty will have all courses evaluated on a rotating cycle per Article 7.2. Regular and tenure-track faculty teaching more than one Distance Education (DE) or Hybrid course must have at least one (1) of their online courses evaluated as part of every evaluation cycle on a

rotating basis. Regular, tenure-track and temporary faculty teaching one DE/Hybrid course will have that course evaluated at least every other evaluation cycle beginning Fall 2016.

### Preparations

- 5.11 Normally, instructional faculty members will not be assigned more than three different course preparations per semester for regular load assignments excluding overload assignments. The District and the Federation understand that different disciplines or other extenuating circumstances (e.g., necessity to maintain full-time faculty load or to preserve programs) may require different numbers of preparations. The assignment of a course in a distance education modality is a separate preparation from the same course in a face to face modality.
  - 5.11.1 Course preparations nominally include development of a Syllabus, a Welcome Letter (for DE courses), Course Objectives, grading standards, and a tentative calendar of topics or exams. Lab preparation is considered an additional preparation.
  - 5.11.2 Any assignment that exceeds four preparations per semester shall be by mutual agreement between the faculty member and management.

### Assignment of Faculty

- 5.12 The appropriate Vice President or designee will determine the class or service assignment for each faculty member consistent with the provisions of this section. The Division Chair/Director, in consultation with the faculty, and following guidelines from the Dean or Vice President, will develop the initial schedule for classes and teaching or service assignments.
  - 5.12.1 The assignment of regular faculty, including the teaching schedules or service load levels, will be determined by the appropriate Dean (or Vice President where there is no Dean) following consultation with the Division Chair (or Director where there is no Chair) and the faculty in the subject or service area.
  - 5.12.2 The assignment of temporary faculty members, including the teaching schedules or service load levels will be determined by the appropriate Dean (or Vice President where there is no Dean) following consultation with the Division Chair (or Director where there is no Chair).
    - 5.12.2.1 Temporary faculty may be assigned to teach credit classes or to provide other service to the college and must meet the relevant state minimum academic and District qualifications or the equivalent.
      - 5.12.2.1.1 Assignments of temporary faculty are contingent on the availability of classes, funding, and enrollment.
      - 5.12.2.1.2 Temporary faculty employed in at least one of the four preceding semesters are eligible for assignment. Temporary faculty who have two sequential ratings of Needs to Improve or one rating of Unsatisfactory are not eligible for assignment.
    - 5.12.2.2 Each temporary faculty member is limited to a teaching or service load level equal to the employee's highest load during the preceding four consecutive semesters, to a maximum of 67% of the contact hours per week considered a full-time assignment for regular faculty having comparable duties. Emergency circumstances may necessitate exceptions, subject to the approval of the appropriate Vice President. When exceptions occur, teaching or service assignments shall be offered following consideration of the criteria in section 5.12.5.
    - 5.12.2.3 Temporary faculty who are eligible for and interested in assignment to a temporary load will complete a "Course, Load and Scheduling Request" form as required by the District. In addition, consideration will be given to a temporary faculty member's preference of campus designation.
    - 5.12.2.4 Eligibility for assignment does not guarantee that a temporary faculty member will be assigned to a particular teaching or service load or pattern of scheduling. Assignments may vary from semester to semester. Once an initial assignment is made, there is no bumping or displacement by another faculty member, except to fill the load of a regular faculty member.



Pursuant to Education Code Section 87665, temporary employees may be terminated at the end of any day or week, whichever is appropriate.

5.12.2.5 A temporary faculty member who does not maintain eligibility pursuant to section 5.12.2, inclusive, or who has declined an assignment in the prior academic year with fewer than fifteen (15) days' notice is eligible for assignment only pursuant to section 5.12.3.3.

5.12.3 The initial assignment of faculty members in each academic year shall occur in the following progression:

5.12.3.1 Level One: All full-time regular faculty (and regular faculty who have less than a full-time assignment) shall be assigned as set forth in section 5.9.

5.12.3.2 Level Two: Assignments are made at Level Two contingent on the availability of classes, funding, and enrollment. Assignments at Level Two are made for the following eligible faculty:

- Full-time regular faculty who have applied for an overload assignment and who meet the criteria set forth in section 5.12. Regular faculty shall be eligible for an overload assignment at the level taught in the prior semester, to a maximum of 40%. A regular faculty member who declined an overload assignment in the prior academic year, or who is retired, is eligible for assignment only pursuant to section 5.12.3.3.
- Temporary faculty who have applied for an assignment and who meet the criteria set forth in section 5.12.2. The assignment shall be made on the basis of prior service to the District. In order to be eligible for assignment at Level Two, a temporary faculty member must have been assigned in four of the prior eight semesters. Temporary faculty shall be eligible for assignment at the highest level assigned in the preceding four consecutive semesters as long as eligibility pursuant to section 5.12.2.1 is maintained. Also included in eligibility for Level Two assignments are (1) those temporary faculty whose load has followed a recurring, irregular pattern from semester to semester due to program or curriculum needs, (2) temporary faculty who take the lead position in a discipline where there is no regular faculty, and (3) coaches in the semester that the sport is in season.

5.12.3.3 Level Three: Assignments are made at Level Three following the placement of regular and temporary faculty pursuant to sections 5.12.3.1 and 5.12.3.2, inclusive, contingent on the availability of classes, funding, and enrollment. Assignments that remain unfilled following completion of the Level Two process are considered as new openings. When there is a new opening, a placement pool will be created. The pool will be formed for the succeeding academic year in the area or areas where the opening or openings are anticipated. The pool will be composed of:

- Full-time regular faculty members who were not eligible for an overload assignment of 40%.
- Full-time regular faculty members who had no overload in the prior academic year.
- Full-time regular faculty who were temporary faculty in the prior academic year.
- Retired faculty who have indicated an interest.
- Eligible temporary faculty who have indicated an interest in increasing his or her assignment level, up to 67%.
- Other eligible and interested candidates who are not employed by the District, pursuant to Board Policy number 3064.

5.12.3.3.1 Assignment will be made pursuant to the criteria set forth in section 5.12.5.

5.12.3.3.2 In emergency circumstances, the District may hire an outside applicant for a period not to exceed one semester. The outside applicant must meet the established minimum qualifications for the position or positions. The Dean (or Vice President or where there is no Dean) shall consult with the Chair (or Director where there is no Chair) in such circumstances.

- 5.12.4 When the District is unable to make an overload assignment of regular faculty or an initial assignment of temporary faculty in a subject or service area at a level equivalent to the highest percentage of assignment during the prior four semesters (e.g., 40%) at Level Two or Level Three as appropriate, the District will apply the criteria set forth in section 5.12.5 in considering the assignment of eligible faculty and/or other candidates in the subject or service area.
- 5.12.5 The criteria to be applied where required by the provisions of section 5.12, inclusive, in order of consideration, are (a) educational preparation, specialization, and recency in discipline, (b) comparative quality of teaching or service performance as documented by evaluations, (c) recent and previous teaching experience in the subject area of the class or experience in the service area, (d) diversity, and (e) the cumulative number of semesters employed as faculty in the District. Criteria (d) and (e) are reversed in order of consideration in the assignment of temporary faculty pursuant to section 5.12.4.
- 5.12.5.1 It is understood and agreed by the District and the Federation that the District has the discretion to place differing values on the application of the elements within each of the criteria of section 5.12.5.
- 5.12.6 An instructional or service assignment may include a split assignment between designated campus or center sites.
- 5.12.6.1 The District will not require that a regular faculty member's assignment be modified to a split campus/center assignment unless the assignment is necessary to maintain a full-time load and the faculty member has refused to reduce from a full-time load in order to remain at one campus.
- 5.12.6.2 Instructional faculty who have a split campus/center assignment shall have at least a two-hour interval between assigned duties, except by mutual agreement between the affected faculty member and the Dean. The two-hour interval shall not be included in the calculation of assigned work hours pursuant to sections 5.1 through 5.6, inclusive.
- 5.12.6.3 For service faculty who have a split assignment, travel time shall be a part of the assigned workday.
- 5.12.7 An instructional or service assignment may include a dual assignment between designated campus or center sites. The District will not require that a regular faculty member's assignment be modified to a dual campus/center assignment unless the assignment is necessary to maintain a full-time load and the faculty member has not agreed to reduce from a full-time load in order to remain at one campus. If more than one faculty member would satisfy the criteria related to the position, the least senior faculty member would be reassigned. Upon request, a regular faculty member who has been reassigned pursuant to this section shall be restored when there are sufficient available hours to constitute a full-time assignment at the campus/center from which the reassignment was made. Please refer to Article 4 for mileage compensation.

#### Overload Assignments

- 5.13 Regular faculty who are eligible for and interested in an overload assignment will complete a "Course, Load and Scheduling Request" form. Eligibility for assignment does not guarantee that a faculty member will be assigned to a particular overload assignment. Assignments may vary from semester to semester. Once an initial assignment is made, there is no bumping or displacement by another faculty member, except to fill the normal full-time load of a regular faculty member. Pursuant to Education Code section 87484, the overload assignments of regular faculty may be terminated at any time.
- 5.13.1 A regular faculty member may be assigned up to the equivalent of 40% in addition to the full-time load. Emergency situations may necessitate an exception, subject to the approval of the appropriate Vice President.
- 5.13.2 The overload assignments of regular faculty members will be determined by the Dean (or Vice President where there is no Dean) in consultation with the Division Chair (or Director where there is no Chair). All offers of overload assignments are contingent on funding and/or enrollment, and satisfactory evaluations. Regular faculty who have two ratings of Needs to Improve from both manager and peer evaluations over

the last three evaluations or one rating of Unsatisfactory from both manager and peer evaluations are not eligible for an overload assignment until a Meets Standards or Excels rating is obtained on the follow-up evaluation.

- 5.13.3 Compensation for an overload assignment shall be based upon the individual assignment and the appropriate salary schedule.

#### Fee-Based Credit Instruction

- 5.14 Faculty members who are qualified will be given priority consideration for employment as instructors in fee-based credit classes offered by the District. The provisions of section 5.14, inclusive, relate to those classes for which college credit is granted or for which State apportionment may be received.
  - 5.14.1 In the event that a qualified faculty member does not apply for appointment as an instructor in a fee-based credit class, the District will employ a person who possesses appropriate academic qualifications. The person shall meet the State minimum qualifications for instructors.
  - 5.14.2 A person who is employed by the District for a fee-based credit class pursuant to the provisions of section 5.14.1 is a member of the bargaining unit and is subject to the terms of this Agreement for the duration of the class except that the service shall not entitle the person to assignment as a temporary faculty member pursuant to section 5.14.4.2.
  - 5.14.3 A person who is employed by the District solely to provide instruction in a fee based credit class will be evaluated on the same basis as temporary faculty pursuant to the relevant provisions of ARTICLE 7, EVALUATION PROCEDURES, except that there will be no peer evaluation component. The evaluation shall be conducted by a dean or other instructional manager in the appropriate discipline or area of responsibility.

#### Promotions - Within the Unit

- 5.15 Promotional opportunities for regular faculty members include Division Chair, Coordinator, or Assistant Director of Nursing. There shall be one (1) Division chair per Division, and five (5) Coordinators for the North County Campus. Other Coordinator positions may be established by the District as deemed necessary. A regular faculty member may request to be considered for a position within the bargaining unit that would constitute a promotion (e.g., Division Chair, or Coordinator positions within a Division). The term of service for each position shall be four years. Division Chair and North County Coordinator positions shall be held by full-time regular faculty while Assistant Directors may be temporary faculty.

#### Division Chair Selection Procedure

- 5.15.1 A Division Chair position shall be held by a full-time regular faculty member who has been granted tenure by the start of their term.
  - 5.15.1.1 Divisions with only two eligible tenured faculty shall rotate the position of Division Chair every four years unless otherwise specified by written mutual agreement between the two faculty members.
  - 5.15.1.2 In the case of a division where there are no tenured faculty members at the start of the term, any tenure-track faculty member in the division may be a candidate for Division Chair.
  - 5.15.1.3 In the case of a division where there are no tenured or tenure-track faculty members, a full-time faculty member from another division in the same division may run for the position of Division Chair.
- 5.15.2 The selection process for a Division Chair will begin in the fall semester of the last academic year of the incumbent Division Chair's term of office.
- 5.15.3 The appropriate Dean will send an application and a copy of the appropriate job description via email to all eligible candidates for the Division Chair position on or before September 15. Applicants will have three

calendar weeks from the date of the Dean's message to complete and submit a Division Chair application for the position to the Dean's office.

5.15.4 If there is only one eligible (as defined in Article 15.5.1) applicant, then that applicant becomes, by acclamation, the Division Chair. Appointments starts on the upcoming July 1 for the next four-year term.

5.15.5 If the Dean receives two or more completed applications from eligible candidates by the deadline, the Dean will notify the applicants and division faculty and staff that multiple applications have been received and that a vote to determine the Division Chair will be held.

5.15.5.1 The Dean will schedule an election for the Division Chair on or before November 15 and distribute the applications to eligible voters.

5.15.5.2 The election shall be by secret ballot organized through the Office of Instruction. Ballots for the Division Chair position will be delivered electronically. Voters shall have 10 calendar days from the day of distribution to vote.

5.15.5.3 The eligible voters are all full-time regular faculty, temporary (part-time) faculty with reassignment rights, the division/building assistant, and any other classified with 50% or greater positions in the division.

5.15.5.4 The votes shall be tallied as follows: The number of full-time regular faculty ballots shall count as 60.0% of the vote total, and temporary (part-time) faculty and classified ballots shall count as 40.0% of the vote total.

5.15.5.5 The faculty member with the largest vote total is awarded the position of Division Chair for a 4-year term, starting the upcoming July 1.

5.15.5.6 In the case of a tie, the ballots will be retallied where full-time regular faculty ballots count as 75.0% of the total, and temporary (part-time) faculty and classified ballots shall count as 25.0% of the vote total. If the vote remains tied, the tie will be resolved by a coin flip held by the appropriate dean in the presence of the tied candidates.

5.15.6 Interim or temporary appointments to posted positions may be made in the circumstances set forth in this section.

5.15.6.1 If there are no applicants for the position, the appropriate Dean, in consultation with the regular faculty of the division, shall make a one-year interim appointment to the position. If this occurs, the selection procedure will be reinitiated in fall of the following academic year (5.15.2).

5.15.6.2 If the position is vacated permanently during a 4-year term due to illness, resignation, retirement or other cause, the appropriate Dean shall conduct a vote of the regular faculty to select an interim Division Chair (with a tied vote broken by coin flip). A permanent selection procedure will be initiated at the beginning of the next fall semester (5.15.2). The interim Chair will serve until a replacement Chair is selected and begins a 4-year appointment as described in Article 5.15.4.

5.15.6.3 If the position is vacated on a temporary basis due to a leave of absence (e.g., fellowship, illness, sabbatical), the appropriate Dean, in consultation with the regular faculty of the division, shall make a temporary appointment to the position. The interim Chair will serve until the leave is over and the elected chair returns to serve out the remainder of their 4-year term.

5.15.7 The Superintendent/President will present approved recommendations to the Board of Trustees.

## North County Coordinator Selection Procedure

- 5.16 The North County Coordinators report to the Dean(s) who manage the Divisions they serve and provide academic leadership for the North County Campus. The term shall be four (4) years.
- 5.16.1 A North County Coordinator position shall be held by a full-time regular faculty member who has tenure and who has a teaching assignment on the North County Campus at least two days each week. A tenure-track faculty member may be assigned to this position with permission of the Assistant Superintendent/Vice President of Instruction
- 5.16.2 The coordinators shall be selected from different divisions.
- 5.16.3 During the semester preceding the start of the term of the North County Coordinator a notice will be sent by the Office of Instruction to all eligible faculty encouraging them to submit an application to be considered for the Coordinator position.
- 5.16.2.1 Faculty will have twenty-one (21) calendar days from the date that the notice is sent to submit their application for consideration.
- 5.16.2.2 A selection committee, convened by the Office of Instruction, will be formed consisting of two Division Chairs from different academic divisions, one Dean of Instruction, and one full-time faculty member assigned to the North County Campus.
- 5.16.2.3 The selection committee will meet within twenty-one (21) calendar days of the close of the application period to review the applications and select the finalist for the position. The finalist will be notified by the Office of Instruction within three (3) working days of the selection committee meeting.
- 5.16.4 North County Coordinators will receive 20% reassigned time during the academic year.
- 5.16.5 North County Coordinators will be assigned 185 days. The additional 10 days shall be served at a time that is mutually agreeable between the respective Coordinator(s) and Dean(s) of Instruction.
- 5.16.6 Interim or temporary appointments to posted positions may be made in the circumstances set forth in this section.
- 5.16.6.1 If there are no applicants for the position, the Deans of Instruction, in consultation with the Division Chairs, shall make a one-year interim appointment to the position. If this occurs, the selection procedure will be reinitiated in Fall of the following academic year (5.16.3).
- 5.16.6.2 If the position is vacated permanently during the 4-year term due to illness, resignation, retirement or other cause, the Dean(s) of Instruction of the now unrepresented divisions shall consult with the Chairs of the now unrepresented divisions to select an interim Coordinator. A permanent selection procedure will be initiated at the beginning of the next Fall semester (5.16.3). The interim Coordinator will serve until a replacement Coordinator is selected and begins a 4-year appointment as described in Article 5.16.
- 5.16.5.3 If the position is vacated on a temporary basis due to a leave of absence (e.g., fellowship, illness, sabbatical), the Dean(s) of Instruction of the now unrepresented divisions, in consultation with the Division Chairs of the now unrepresented divisions, shall make a temporary appointment to the position. The interim Coordinator will serve until the leave is over and the permanent Coordinator returns to serve out the remainder of their 4-year term.
- 5.16.7 The Superintendent/President will present approved recommendations to the Board of Trustees.





































































































APPENDIX B-6: Service Faculty Chair Faculty Salary Schedule

Board of Trustees Approval: June 5, 2019

SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT  
 CUESTA COLLEGE  
 B-6 216.5 DAY FACULTY CHAIR SALARY SCHEDULE 2019 - 2020  
 Effective Date: July 1, 2019

Steps	<u>COLUMN A -</u> B.A.	<u>COLUMN B -</u> M.A.	<u>COLUMN C -</u> B.A. + 45 Units & M.A.	<u>COLUMN D -</u> B.A. + 60 Units & M.A.	<u>COLUMN E -</u> B.A. + 75 Units & M.A.	<u>COLUMN F -</u> B.A. + 90 Units & M.A.	<u>COLUMN G -</u> Doctorate
3	79,856	82,833	85,812	88,787	91,786	94,740	97,695
4	82,833	85,812	88,787	91,786	94,740	97,695	100,669
5	85,812	88,787	91,786	94,740	97,695	100,669	103,652
6	88,787	91,786	94,740	97,695	100,669	103,652	106,624
7	91,786	94,740	97,695	100,669	103,652	106,624	109,601
8	94,740	97,695	100,669	103,652	106,624	109,601	112,571
9	97,695	100,669	103,652	106,624	109,601	112,571	115,543
10	100,669	103,652	106,624	109,601	112,571	115,543	118,525
11	103,652	106,624	109,601	112,571	115,543	118,525	121,505
12	106,624	109,601	112,571	115,543	118,525	121,505	124,470
13	109,601	112,571	115,543	118,525	121,505	124,470	127,519
14	112,571	115,543	118,525	121,505	124,470	127,519	130,656
15	112,571	115,543	118,525	121,505	124,470	127,519	130,656
16	112,571	115,543	118,525	121,505	124,470	127,519	130,656
<u>Step Increase</u>							
17	117,028	120,148	123,281	126,407	129,521	132,721	136,018
18	117,028	120,148	123,281	126,407	129,521	132,721	136,018
19	117,028	120,148	123,281	126,407	129,521	132,721	136,018
<u>Step Increase</u>							
20	121,708	124,983	128,272	131,555	134,825	138,186	141,646
21	121,708	124,983	128,272	131,555	134,825	138,186	141,646
22	121,708	124,983	128,272	131,555	134,825	138,186	141,646
<u>Step Increase</u>							
23	126,621	130,061	133,512	136,962	140,393	143,923	147,557

As of October 30, 2018, steps 15-23 are renumbered

\*\*NOTE: For purposes of the salary schedule the amounts are rounded.

Instructional Division Chairs on this salary schedule are contracted to work 216.5 days

APPENDIX B-7: North County Coordinator Faculty Salary Schedule

Board of Trustees Approval: December 1, 2021

SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT  
CUESTA COLLEGE

B-7 NORTH COUNTY COORDINATOR SALARY SCHEDULE 2021 - 2022

Effective Date: July 1, 2021

Steps	<u>COLUMN A -</u> B.A.	<u>COLUMN B -</u> M.A.	<u>COLUMN C -</u> B.A. + 45 Units & M.A.	<u>COLUMN D -</u> B.A. + 60 Units & M.A.	<u>COLUMN E -</u> B.A. + 75 Units & M.A.	<u>COLUMN F -</u> B.A. + 90 Units & M.A.	<u>COLUMN G -</u> Doctorate
3	67,157	68,988	72,820	75,649	78,500	81,307	84,117
4	68,988	72,820	75,649	78,500	81,307	84,117	86,944
5	72,820	75,649	78,500	81,307	84,117	86,944	89,779
6	75,649	78,500	81,307	84,117	86,944	89,779	92,605
7	78,500	81,307	84,117	86,944	89,779	92,605	95,435
8	81,307	84,117	86,944	89,779	92,605	95,435	98,259
9	84,117	86,944	89,779	92,605	95,435	98,259	101,084
10	86,944	89,779	92,605	95,435	98,259	101,084	103,919
11	89,779	92,605	95,435	98,259	101,084	103,919	106,751
12	92,605	95,435	98,259	101,084	103,919	107,047	109,570
13	95,435	98,259	101,084	103,919	106,751	109,570	112,488
14	98,259	101,084	103,919	106,751	109,570	112,488	115,451
15	98,259	101,084	103,919	106,751	109,570	112,488	115,451
16	98,259	101,084	103,919	106,751	109,570	112,488	115,451
<u>Step Increase</u>							
17	102,496	105,461	108,439	111,411	114,371	117,414	120,547
18	102,496	105,461	108,439	111,411	114,371	117,414	120,547
19	102,496	105,461	108,439	111,411	114,371	117,414	120,547
<u>Step Increase</u>							
20	106,944	110,058	113,184	116,305	119,413	122,809	125,898
21	106,944	110,058	113,184	116,305	119,413	122,809	125,898
22	106,944	110,058	113,184	116,305	119,413	122,809	125,898
<u>Step Increase</u>							
23	111,614	114,885	118,166	121,444	124,708	128,062	131,517

As of October 30, 2018, steps 15-23 are renumbered

\*\*NOTE: For purposes of the salary schedule the amounts are rounded.

North County Coordinators are contracted to work 185 days

APPENDIX B-8: Cuesta College Student Learning Outcomes and Assessment Pay Timesheet

(Please Print or Type all information)

Name: \_\_\_\_\_ Banner ID # \_\_\_\_\_  
 (Last) (First)

Please indicate semester worked:

- Fall** \_\_\_\_\_ (Paid on December 31 payroll)  
 (year)
- Spring** \_\_\_\_\_ (Paid on May 31 payroll)  
 (year)

In accordance with the **District/CCFT Collective Bargaining Agreement, Article Section 4.17** – by signing this request below, I affirm that I have met the standard for requesting pay for the on-going process of developing and assessing student learning outcomes as determined by my division. I am requesting the hours of pay listed below based on my current semester load as checked below. (Formula below)

- Temporary Faculty Load up to 19.9% = .5 hours per semester  
 Temporary Faculty Load up to 20% - 39.9% = 1.0 hours per semester  
 Temporary Faculty Load up to 39.9% - 67% = 1.5 hours per semester

\_\_\_\_\_  
 Employee Signature Date

\_\_\_\_\_  
 Dean of Instruction/Director Date Division Chair Date

<b>PAYROLL OFFICE USE:</b>		
	\$52.04	\$
Total Hours	D-07, Lab Rate	Total Payment

Please add the "Program" Account Number to the account string below for your Division/Department:

Account String: 1100-3003-1122- \_\_\_\_\_

APPENDIX B-9: Placement Procedures

**B-9 PLACEMENT PROCEDURES - FACULTY**

**COLUMN A:**

- B.A., or
- Completed full-time Vocational/Community College Credential secured through vocational experience, or
- A.A., at least 6 year's experience in discipline and any certificate/license required to teach in the discipline.

**COLUMN B:**

- M.A., or
- Completed full-time Vocational/Community College Credential secured through vocational experience and B.A., or
- B.A., at least 2 years experience in discipline and any certificate/license required to teach in the discipline.

**COLUMN C:**

- B.A. + 45 units and M.A., or
- Completed full-time Vocational/Community College Credential secured through vocational experience and B.A. + 15 units, or
- B.A., at least 2 years experience in discipline and any certificate/license required to teach in the discipline and 15 units.

**COLUMN D:**

- B.A. + 60 units and M.A., or
- Completed full-time Vocational/Community College Credential secured through vocational experience and B.A. + 30 units, or
- B.A., at least 2 years experience in discipline and any certificate/license required to teach in the discipline and 30 units.

**COLUMN E:**

- B.A. + 75 units and M.A., or
- Completed full-time Vocational/Community College Credential secured through vocational experience and B.A. + 45 units + M.A., or
- B.A., at least 2 years experience in discipline and any certificate/license required to teach in the discipline and 45 units and M.A.

**COLUMN F:**

- B.A. + 90 units and M.A., or
- Completed full-time Vocational/Community College Credential secured through vocational experience, B.A.+60 units+M.A., or
- B.A., at least 2 years experience in discipline and any certificate/license required to teach in the discipline and 60 units and M.A.

**COLUMN G:**

- Completion of a Ph.D., Ed.D., or JD.

(Credit placement for a full-time Vocational Credential secured through vocational experience or for meeting minimum qualifications with vocational experience and a certificate/license, shall be granted to faculty who teach exclusively in vocational education areas.)

**Salary Placement Criteria - Regular and Temporary Faculty**

A. Placement on the salary schedule shall be based on:

Earned Degrees.

Acceptable graduate semester units (each graduate unit earned on a quarter basis shall be calculated as two-thirds

[2/3] of a semester unit). \*

Prior teaching and/or trade or professional experience.

Proper certification.

Other semester units or continuing education work subject to administrative approval.\*\*

\*Acceptable graduate units shall be those which are acceptable by a university or college for credit toward a Master's or Doctor's degree and/or credit toward certification, or graduate units of work which lead to professional improvement and/or increased proficiency in major or minor fields. Graduate units taken prior to the completion of the requirements for a Bachelor's degree will be accepted only if they were a requirement in completing the work for the Master's or Doctor's degree. No units shall be counted for both a Bachelor's degree and a higher degree.

\*\*Units taken after the Bachelor's degree has been earned which are not of graduate level are acceptable at the discretion of the Superintendent/President upon demonstration that such courses contribute to the professional growth of the instructor or are within his/her major or minor area. Continuing education work taken after the Bachelor's degree which is not of graduate level but was acceptable for schedule placement at former school districts will be subject to review.

### **Salary Placement Procedures - Regular and Temporary Faculty**

**B.** A newly employed faculty member shall be placed on the appropriate column and step no lower than step 3 of the applicable faculty salary schedule in effect at the commencement of the individual's employment pursuant to the following provisions:

1. Column placement shall be established by the individual's certified and acceptable graduate work completed in accredited institutions or by the appropriate vocational experience upon which issuance of the credential was based, or based upon hours completed in workshops/training that leads to certification in the discipline.
2. For regular faculty and, effective July 1, 2000, for full-time temporary faculty, initial step placement on the full-time salary schedule for an individual who has prior full-time faculty experience at another educational facility or related occupational experience that exceeds credential requirements shall be determined by the following guideline (a or b) which grants the greater step credit:
  - a. Beginning Fall 2019, the step determined by allowing one step for each two full years of related experience and/or one step for completion of four semesters and a minimum of 10 semester units (or equivalent for service faculty) during that interval as a temporary faculty member. Maximum placement shall be at the eighth step.
  - b. The step representing the amount next greater than the individual's last annual basic ten-month faculty or occupational salary.
3. Initial step placement for an individual who is hired into a temporary faculty position and who has prior full-time faculty experience or related occupational experience that exceeds credential requirements on the temporary lab/lecture salary schedules, as appropriate, shall be determined by the following guidelines (a or b) which grants the greater step credit:
  - a. The step determined by allowing one step for two complete years of academic experience or the step determined by allowing one step for each two full years of related experience, whichever yields the higher placement. Maximum placement shall be at the eighth step.
  - b. The step representing the amount next greater than the individual's last annual basic ten-month faculty or occupational salary, prorated to the level of the current assignment.
4. Placements in exception to these requirements may be made by the Superintendent/President, within the following limitations, provided that such proposed exceptions are submitted to the Board of Trustees for final approval. Such

exceptions may be made when:

- a. A lack of available qualified personnel makes it mandatory to waive some requirements;
- b. The position to be filled requires supervisory or administrative duties and responsibilities;
- c. Compelling reasons require employment of a particular candidate not otherwise available to the college.

**Salary Step Advancement and Column Changes:**

C. Step advancement for regular faculty shall be implemented at the beginning of each fiscal year. Step advancement for temporary faculty shall be based upon the completion of a minimum of four semesters and/or summer sessions of teaching/service experience and a minimum of 15 semester units of teaching (or equivalent for service faculty) with the District and shall become effective the next semester or summer session.

1. If courses of study are to be used for a salary column change upon their completion, prior approval of the courses must be obtained from the Assistant Superintendent/Vice President, Instruction. He/she must be notified no later than June 1 of the intent to change a column and the course work must be completed and reported to his/her office by September 1 or February 1 in order to be included that school year.
2. The burden of proof for identifying the date of the completion of the requirements for all degrees, graduate units, a credential, acceptable work, and correct schedule placement shall be with the employee.

**Division Chairs:**

D. Division Chairs will be paid beginning the 2017-2018 academic year using the Instructional Division Chair Salary Schedule or the Service Faculty Chair Schedule

**North County Campus Division Coordinators:**

E. North County Coordinators will be paid beginning with the 2017-2018 using the North County Coordinator Salary Schedule.

**Salary Adjustments for Absences:**

G. Salary adjustments shall be made for regular academic faculty who work fewer days than their specified contract period pursuant to Education Code sections 87780 and 87815.

1. Any salary adjustment shall be determined by deducting the day or days not worked in the contract year on a per diem basis.
2. Per diem salary shall be computed by dividing the annual total salary by the total number of days in that contract year (total salary includes responsibility and time factors and extra duty remuneration but excludes extra remuneration for overload teaching or counseling). The per diem calculation for temporary faculty shall be based on the number of days in the applicable semester.

APPENDIX B-10: Extra Duty Compensation

A. The stipend of extra duty compensation for faculty who are assigned as performing arts instructors, coaches, and project journalism instructors shall be as listed below in 1, 2 and 3. Stipends for regular faculty shall be paid over 5 or 10 months by employee request. Stipends for temporary faculty shall be paid over 5 months.

1. Performing Arts: The flat stipend for the duties performed by the designated instructor are based upon performance and completion of the duties specified for the respective position. The stipend for each position shall be as follows:

Choreography and Performance - **\$3,350** per semester

Drama - **\$3,350** per semester

Instructional Music - **\$3,350** per semester

Vocal Music - **\$3,350** per semester

2. Intercollegiate Athletics Classes (Coaches): The stipend for a head coach shall be as set forth in paragraphs 2.a & 2.b.

a. Stipends for each position shall be as follows:

**\$7,680** - baseball, cross country, softball, swimming & diving, track & field, water polo, women's soccer, women's tennis, women's volleyball, wrestling.

**\$8,600** - men's basketball, women's basketball.

b. The coach of a team whose schedule requires that practice must be held on days outside of the normal fall and spring schedule of classes (including finals) shall receive a stipend of one-tenth of one percent (.10%) per day, excluding Saturdays, Sundays, and Holidays. (Based on Column E-14)

3. Specialized Lead: The flat stipend for the duties performed by the designated instructor are based upon performance and completion of the duties specified for the respective position. The stipend for each position shall be as follows:

**\$6000/semester** - Personal Development Studies/Career Planning, Cooperative Work Experience, Agriculture Plant Science, and Journalism

4. Project Journalism: The stipend for the school newspaper production assignment is **\$3,350** per semester.

B. The stipend of extra duty compensation for temporary faculty who are assigned as lead faculty in occupational programs (disciplines) which have no full-time faculty shall be **\$2,880** per semester.

1. The stipend shall be applied to the following programs (disciplines): Addiction Studies, Agricultural Technology, Architectural Technology, College Success Studies, Cooperative Work Experience, Criminal Justice, Emergency Medical Technology, Fashion Design/Merchandising, Interior Design, Legal Office Specialist, Medical Assistant Personal Development Studies, Public Health Sciences, and WEDCP Work Experience.

2. When the District creates a new lead faculty position consistent with the limitations set forth in paragraph B (above), the District will negotiate with the Exclusive Representative on the job description for the position.

3. When a full-time faculty member is assigned to a program listed in this paragraph, the lead designation made pursuant to this paragraph shall be terminated.



**C.** A faculty member who is assigned by the District to perform work in addition to regular assigned duties shall be compensated at 2/3 of the faculty member's laboratory rate for all authorized hours.

**D.** The hourly rate for substitute teaching shall be based on Step/Column A-4 of the temporary (part-time) laboratory hourly faculty salary schedule per compensated classroom hour of instruction.

**D.1** Regular and part-time faculty will be deemed long-term substitutes when they are required to provide instruction for ten percent (10%) or more of the hours of the same class and section in any given academic semester; paid on either the Temporary, part-time/Full-time Overload lecture or Lab Hourly faculty Salary Schedule (Appendix B-3) as determined by the designation of the class the faculty member is a substitute.

**E.** A lead faculty coordinator will be assigned to California Men's Colony (CMC) for the purposes of coordinating faculty orientation and trainings and act as liaison between faculty, the CMC Program Coordinator, and the Academic Senate Council. The compensation for this assignment will be the same as that of a faculty lead, \$2880 stipend per semester.

APPENDIX C: Faculty Service Areas

- A. In accordance with the provisions of Education Code section 87743.2, the District shall establish Faculty Service Areas (FSAs). The District's list of FSAs is on file in the offices of Deans, Directors, Division Chairs, the Academic Senate President, and the President of the Exclusive Representative.
- B. The following regulations shall guide the process of assigning FSAs:
  - 1. For faculty members who were initially hired by the District prior to July 1, 1990, the FSA Committee of the Academic Senate, in consultation with Division Chairs and Deans, shall assign each member to a Faculty Service Area based on the individual faculty member's primary faculty assignment.
    - a. Each faculty member initially hired after July 1, 1990, shall be assigned to a Faculty Service Area by the Human Resources Office, in consultation with the Vice President, Student Learning, Dean, Director, or Division Chair or equivalent, at the time of hire.
    - b. The Human Resources Office shall maintain a record of FSAs to which each employee has been assigned in each employee's personnel file. A record of FSAs and employees assigned to each FSA shall also be maintained.
  - 2. After initial FSA assignment, a faculty member may apply in writing to the FSA committee for assignment to an additional FSA for which the faculty member has met both the minimum qualifications and competency requirements.
    - a. Any such application to add an FSA must be received on or before October 1 by the Human Resources Office in order to be considered in layoff proceedings in the academic year in which the application is received. The Equivalency/FSA committee will respond with a decision by November 30.
- C. When any reduction in the faculty is required, the applicable provisions of the Education Code shall be followed. No permanent or probationary faculty member shall be laid off while any employee with less seniority is retained to render a service in a Faculty Service Area in which the senior employee is both qualified and competent to perform. (Education Code sections 87743-87761, inclusive, and sections 87414-87415.)
  - 1. For layoff purposes, competency in the FSA is specified on the District's list of FSAs.
  - 2. The Human Resources Office shall review all FSA assignments which include recency as part of the competency requirements and shall make the necessary adjustments in consultation with the Vice President, Student Learning, Dean, Director, or Division Chair or equivalent. The Exclusive Representative shall be notified of all adjustments to FSAs.

## APPENDIX D: Catastrophic Leave Bank Provisions

### General Provisions

- A. The SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT ("District") and the CUESTA COLLEGE FEDERATION OF TEACHERS, AFT Local #4909 ("Union") have agreed to create a program, to be known as the Catastrophic Leave Bank ("Bank"). Further, the parties have agreed to attach this Appendix to the current Collective Bargaining Agreement ("Agreement").
1. The program constitutes a process through which an individual employee contributes one or more days of sick leave earned pursuant to Education Code section 87045 to the Bank on an annual basis in order to be eligible to request sick leave credits from the Bank pursuant to Education Code section 87045(b)(1). The Bank shall be administered by the Bank Oversight Committee ("Committee") in accordance with the terms of this Appendix.
  2. Except for the District's obligations contained in section A.3 of this Appendix, the administration of the Bank is the sole and entire responsibility of the Union. The District is not a party to any dispute or disagreement over any sick leave credits granted or denied pursuant to the terms of this Appendix. Any dispute between an employee and the Bank shall be resolved by an appeal to the Executive Board of the Union pursuant to the provisions of section D.7 of this Appendix. The Executive Board's determination shall be final.
  3. Consistent with the terms of this Appendix, the District's obligations to the program are (1) to calculate and transfer contributions of sick leave to the Bank upon receipt of an appropriate written request of an employee; (2) to apply sick leave credits to eligible employees upon written request of the Committee; (3) to appoint a liaison whose function is to provide a conduit for information between the District and the Committee chair; and (4) to provide the Committee with an accounting of sick leave contributed to the Bank, the name of each employee who has contributed to (or who has canceled participation in) the Bank, and the name of each employee who has been granted and has utilized Bank credits, with the amount of credits utilized and the cost to the District. The District's obligations shall be met on a quarterly basis.
    - a. Any allegation by the Union that the District has not complied with the agreed-on obligations set forth in this Appendix shall be subject to resolution pursuant to ARTICLE 13, GRIEVANCE PROCEDURE, section 13.9, of the Agreement.
    - b. The sole remedy for an alleged District violation of this Appendix shall be an order to fulfill the agreed-on obligation.
    - c. The grievance procedure of the Agreement may not be utilized to hear or resolve any other matter regarding the Bank.
  4. The Union's obligations to the Bank are (1) to appoint the voting members of the Committee, and (2) to participate in a joint District/Union review of the program.
  5. The program shall be terminated on June 30, 2002, unless the parties mutually agree to continue the program as a part of a successor Agreement to the current Agreement. If the program is terminated, any remaining sick leave credits that have not been applied to an eligible employee shall be returned to the individual sick leave balances of the then current members of the program. Credits will be returned on a pro rata basis of the total calculated amount remaining in the Bank applied in increments equal to one-half day of sick leave at each member's daily rate of pay. If there are not sufficient credits to return at least one-half day of sick leave, then no days shall be returned. A member shall not receive credits for more than the total number of sick leave days that the member contributed to the Bank during the term of the program.
  6. In return for the District's agreement to the terms of this Appendix, the Union agrees as follows:
    - a. The Union agrees to pay to the District all legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board or other administrative agency challenging the legality or constitutionality of this Appendix or the implementation thereof, provided that the Union shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

- b. The Union shall indemnify and hold harmless the District, its officers, agents, and employees from any award or compromise of damages or liability arising out of any court action and/or administrative action before the Public Employment Relations Board or other administrative agency challenging the legality or constitutionality of the terms of this Appendix or the implementation thereof, provided that the Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to shall be compromised, resisted, defended, tried, or appealed.

#### Bank Oversight Committee

- B. The Committee shall be composed of three voting members appointed by the Union President.
  1. The Committee's duties are (1) to provide a process for the contribution of an employee's earned sick leave to the Bank; (2) to provide a process through which an employee may apply for sick leave credits due to a catastrophic illness or injury involving the employee or a member of the employee's family; (3) to verify the existence of the catastrophic illness or injury, verify that the employee is unable to work due to the catastrophic illness or injury, and determine whether to grant or deny an employee's request; and (4) to maintain records of its actions.
  2. The Committee shall keep all applications, physician's reports, Committee determinations, and other records confidential to the extent that they are not public records. The Committee shall not be required to disclose the nature of any illness or injury upon which an application for catastrophic leave has been filed.

#### Employee Participation and Contributions

- C. Participation in the Bank is voluntary. Any member of the faculty unit may contribute sick leave to the Bank without regard to membership status in the Union. However, only those employees who contribute to the Bank may request sick leave credits from the Bank. Contributions to the Bank shall be made on the appropriate Bank form, which shall constitute a continuing authorization, until the authorization is rescinded by the employee, in writing.
  1. The rate of contribution shall be one or more days of sick leave per participating employee per academic year as the legal minimum set forth in Education Code section 87045(c). Each day contributed to the Bank shall be calculated and converted to a dollar-value based on the contributor's daily rate of pay. Subsequently, the Bank shall be credited with the dollar-value of each contribution.
  2. Contributions to the Bank shall be made during an open enrollment period between July 1 and October 1 of each academic year (except for the first year of the program when the initial contribution must be made within 30 days of distribution of the authorization form by the Bank). An employee who is not assigned to regular duty during the open enrollment period, and any newly hired employee, shall have 30 days from the first day of regular assigned duty to the District to make an initial contribution to the Bank.
  3. An employee who does not contribute to the Bank during the open enrollment period as set forth in section C.2 of this Appendix may contribute at a later date. Any such employee shall be required to wait for a period of 30 workdays following enrollment before the employee is eligible to request sick leave credits from the Bank.
  4. An employee may cancel the authorization to make contributions to the Bank at any time. The employee may not request or receive sick leave credits from the Bank as of the date the cancellation is received. Any days of sick leave that have been donated to the Bank by the employee shall not be returned.
  5. Sick leave credits that have been contributed to the Bank, but have not been utilized, shall accumulate from year to year. If, at the beginning of any academic year, the sick leave credits have a calculated value of \$50,000 or more, the Committee may determine that no contributions shall be required of any employee who made a contribution in the prior academic year.

## Employee Application for Sick Leave Credits

- D. An employee who has contributed to the Bank may apply to withdraw sick leave credits due to a catastrophic illness or injury. The employee shall fill out the Bank's application form and shall attach a written statement and verification from a licensed physician or practitioner indicating the nature and extent of the illness or injury, the probable length of absence from work, and a statement that the employee is medically unable to work due to the illness or injury.
1. Where the application for sick leave credits is based on the catastrophic illness or injury of a member of the employee's immediate family, all required medical information, statements, and verifications shall be related to the affected family member. In addition, the employee shall attach a written statement indicating the circumstances that require the employee's absence from work. The term "catastrophic illness or injury" shall be defined as set forth in Education Code section 87045(a)(1).
  2. In order to be eligible to receive sick leave credits from the Bank, the affected employee must have utilized all of his or her earned and accumulated full-paid sick leave days for the current academic year as set forth in ARTICLE 6, LEAVES OF ABSENCE, sections 6.5 and 6.5.3, of the Agreement. In cases where the employee has fewer than 10 days of full-paid sick leave available at the beginning point of the catastrophic illness or injury, however, the first 10 days of leave shall be charged to the affected employee's full-paid sick leave, extended sick leave, or leave without pay.
    - a. In cases of the catastrophic illness or injury of a member of the employee's immediate family, the employee must have utilized a combination of available personal necessity leave days for the current academic year as set forth in ARTICLE 6, LEAVES OF ABSENCE, section 6.8, of the Agreement and leave without pay for a total 10 workdays before the employee is eligible for sick leave credits from the Bank.
    - b. Sick leave credits may not be used for any illness or injury which qualify the employee for benefits under the State's workers' compensation program unless the affected employee has exhausted all applicable industrial accident and illness leave benefits set forth in ARTICLE 6, LEAVES OF ABSENCE, section 6.10, of the Agreement as well as all of the employee's full-paid sick leave. An employee may apply for and be eligible to receive sick leave credits from the Bank, even when the District has challenged the employee's workers' compensation claim. In the event that the employee prevails on the workers' compensation claim, the Bank shall be reimbursed for sick leave credits granted to the employee, up to the maximum amount of the workers' compensation award.
  3. All applications for catastrophic leave shall be acted upon by the Committee within seven days of receipt. The Committee shall inform the employee of its determination to grant or to deny the application, in writing, within five days of the meeting at which the determination was made. No application may be denied solely on the basis of the type of illness or injury.
    - a. An employee who has applied for sick leave credits from the Bank may be required by the Committee to apply for disability retirement under the State Teachers Retirement System ("STRS") as a condition precedent to granting sick leave credits from the Bank. The Committee's decision to require the application shall be based on a reasonable presumption that the employee may be eligible for disability retirement benefits. If the employee fails to submit proof of full compliance with the Committee's requirement within 20 days of notice of the requirement, the Committee may refuse to grant any sick leave credits to the employee. If the employee's application for disability retirement is denied, the employee must appeal to STRS or the employee's eligibility for sick leave credits will cease as of the date that the application was denied.
    - b. The Committee may grant sick leave credits in units of up to 30 days during which the employee would have been assigned to regular duty, as determined by the Committee.
    - c. If, at any time, the Bank does not contain sufficient sick leave credits to fund an employee's request, the Committee has no obligation to grant the request.

4. Sick leave credits granted by the Committee shall provide a full day's pay to an affected employee on the following basis:
  - a. For an employee who otherwise would receive extended sick leave pay pursuant to the terms of ARTICLE 6, LEAVES OF ABSENCE, section 6.7, inclusive, of the Agreement, the District shall apply sick leave credits to the employee for the days granted by the Committee in an amount that is equal to the actual pay rate of the employee's substitute or is equal to the amount that the District would have paid to a substitute for the employee had one been utilized. (Since the employee is in regular, paid status when receiving extended sick leave pay, the employee shall receive the employee benefits coverages provided by the District pursuant to the provisions of ARTICLE 6, COMPENSATION, sections 4.1 through 4.4, of the Agreement.)
  - b. For an employee who has exhausted all full and extended sick leave pay, the District shall apply sick leave credits to the employee for the days granted by the Committee in an amount equal to the employee's daily rate of pay. (Since the employee is not in regular, paid status when the employee has exhausted all full and extended sick leave pay, the employee shall be eligible to continue to participate in the District's employee benefits coverages only upon making the required contribution to the District pursuant to the provisions of ARTICLE 6, LEAVES, section 6.1.1, of the Agreement.)
  - c. For an employee who has exhausted the 10-day combination of available personal necessity leave days and leave without pay due to the catastrophic illness or injury of a member of the employee's immediate family, the District shall apply sick leave credits to the employee for the days granted by the Committee in an amount equal to the employee's daily rate of pay. (Since the employee is not in regular, paid status when the employee has exhausted the 10 days, the employee shall be eligible to continue to participate in the District's employee benefits coverages only upon making the required contribution to the District pursuant to the provisions of ARTICLE 6, LEAVES, section 6.1.1, of the Agreement.)
5. An employee may request additional sick leave credits due to the same illness or injury, on a schedule established by the Committee, for a period of up to 12 consecutive months from the beginning point of the catastrophic illness or injury. The Committee may require a medical review by a physician designated by the Committee at the employee's expense. Failure to comply with the Committee's direction will result in a loss of eligibility for additional sick leave credits.
6. If an employee applies for sick leave credits due to a subsequent catastrophic illness or injury within 12 consecutive months of a prior grant of sick leave credits, the first five workdays of leave for the subsequent illness or injury shall be charged to the affected employee's full-paid sick leave, personal necessity leave, extended sick leave, or leave without pay, as set forth in section D.2, inclusive, of this Appendix, whichever applies.
7. If an application for sick leave credits pursuant to the provisions of this Appendix is denied by the Committee, the affected employee may appeal to the Executive Board of the Union.
  - a. The appeal must be filed no later than 30 days from the date of the Committee's written denial.
  - b. The Executive Board shall hold a hearing within 10 days of receipt of the appeal and shall issue a written decision on the appeal to the affected employee and the Committee within 10 days of the close of the hearing.
  - c. The Executive Board shall keep all applications, physician's reports, Committee determinations, and other records confidential to the extent that they are not public records. The Executive Board shall not be required to disclose the nature of any illness or injury upon which an appeal of a Committee determination has been filed.

## APPENDIX E: Intellectual Property

### Purpose

- A. The purpose of this Appendix is to provide incentives for faculty members and the District to create intellectual property which benefits the students and the community and to establish the respective ownership rights of the District and faculty members to the intellectual property which has been created. The terms of this Appendix do not apply to curriculum or service area Works or Inventions that are produced as a part of a faculty member's regular job responsibilities or that are developed for distance education courses as provided in ARTICLE V, WORK HOURS, WORK YEAR, AND WORKLOAD, paragraph 5.9.5.2.

### Definitions

- B. The following definitions shall apply to this Appendix:
1. "Intellectual Property" includes Works and Inventions.
  2. A "Work" is any material which is eligible for copyright protection, including (but not limited to) books, articles, dramatic or musical compositions, poetry, instructional materials (e.g., syllabi, lectures, student exercises, multimedia programs, tests, etc.), fictional or non-fictional narratives, analyses, (e.g., scientific, logical, opinion or criticism), works of art or design, photographs or films, video or audio recordings, computer software, architectural and engineering drawings, and choreography which relates, at the time of its conception, to any aspect of a faculty member's employment with the District. A Work may be recorded in any enduring medium (e.g., print, electromagnetic, optical, photosensitive film, digital media, etc.), or may exist in any tangible form (e.g., a sculpture, painting, structure or building).
  3. An "Invention" is any creation, improvement, development, idea, discovery, process, method or product, whether patentable or unpatentable, which relates, at the time of conception or reduction to practice of the invention to any aspect of a faculty member's employment with the District including (but not limited to) a device, process, design, model, strain or variety of any organism, or composition of matter.
  4. A "District-commissioned Work" is an original work or invention (i.e., a "work for hire") prepared by a faculty member at the request of the District. The presumption is that the District owns the copyright or patent and that the faculty member is compensated for the Work at the faculty member's current salary rate applied to the "Temporary (Part-Time) Laboratory/Hourly" Salary Schedule, Appendix B-3.
  5. A "Copyright" is the ownership and control of the intellectual property in "original works of authorship," which is subject to copyright law. Copyright subsists in original works of authorship which have been fixed in an tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Original works include but are not limited to:
    - Literary works such as books, journal articles, poems, manuals, memoranda, tests, computer programs, instructional material, databases and bibliographies;
    - Musical works including any accompanying words;
    - Musical works including any accompanying music;
    - Pantomimes and choreographic works (if fixed, as in notation or videotape);
  
    - Pictorial, graphic, and sculptural works, including photographs, diagrams, sketches, and integrated circuit masks;
    - Motion pictures and other audiovisual works such as videotapes; and, sound recordings.
  6. "Ownership" is all legal rights, title and interest in a Work or Invention and includes royalties or other any other form of compensation derived from the Work or Invention.

### Ownership Rights of Faculty Members

- C. Ownership of copyrights or patents for a work or invention developed by a faculty member outside his or her regular teaching or service employment or other employment activities when the work or invention is not a District-commissioned work and the faculty member has not utilized or relied upon any District facility, equipment or support services shall belong exclusively to the faculty member whether the work or invention is related to his or her employment or not.
- D. Ownership of copyrights or patents for a work or invention developed by a faculty member during his or her regular teaching or service employment or other employment activities, when the work or invention is not a District-commissioned work and the faculty member has not utilized or relied upon any District facility, equipment or support services, shall belong exclusively to the faculty member.
- E. Ownership of copyrights or patents for a work or invention developed by a faculty member either during employment-related activities or outside his or her regular teaching or service employment or other employment activities, when the work or invention is not a District-commissioned work and the faculty member has utilized or relied upon District facilities, equipment or support services, shall belong to the faculty member subject to the following conditions:
  - 1. The cost of District facilities, equipment, or support services shall be assessed against the work or invention. The degree of utilization or reliance on District facilities, equipment or support services shall be the major consideration. The schedule of costs to be assessed is attached to this Appendix as #1.
  - 2. The District retains the right to recover developmental and related costs associated with the creation of the work or invention. The appropriate Vice President, the faculty member who developed the material, and a representative of the Exclusive Representative shall meet to review the schedule of costs, the application to the work or invention, and the method and timing of recovery. At the written request of the faculty member, a representative of the Exclusive Representative will not be involved.
  - 3. Following the review, the Vice President (or designee) shall prepare a contract that sets forth the costs to be recovered and the method and timing of recovery. The contract shall not be inconsistent with the terms of the Agreement. If the Exclusive Representative was not involved in the paragraph E.2 meeting, a copy of the contract shall be provided to the Exclusive Representative. At the request of the faculty member, portions of the contract may be redacted in order to shield any proprietary information where release of the information could compromise the exclusivity of the work or invention or the faculty member's ownership rights.
- F. Upon the death of a faculty member, ownership (as set forth in paragraphs C through E of this Appendix) shall be transferred to the faculty member's heirs or estate.

#### Ownership and Related Rights of the District

- G. If the District compensates a faculty member for the express purpose of creating a District-commissioned Work, ownership of copyrights or patents shall reside in the District.
- H. Ownership of copyrights or patents for a District-commissioned Work shall reside in the District unless there is a written agreement regarding ownership between all parties concerned and signed by them prior to the initiation of the project.
- I. In all circumstances arising out of the operation of paragraphs D, E, G, and H, the District shall retain the non-exclusive, non-transferable, royalty-free license to use the Work or Invention.

#### Faculty Member Obligations

- J. Each faculty member shall promptly disclose to the District, in writing, any Work or Invention authored, conceived and/or reduced to practice by the faculty member consistent with the terms of this Appendix (excluding any Work or Invention covered by paragraph C of this Appendix).
- K. A faculty member must obtain prior approval for the utilization of a faculty developed Work or Invention as a part of the faculty member's instruction or service activities through the appropriate department or curriculum process when purchase of the Work or Invention by students is required.



- L. Ownership of works, including copyrights, copyright registrations and copyrightable subject matter, and of inventions shall be assigned to the District by the faculty member consistent with the provisions of paragraphs G and H of this Appendix.
- M. The faculty member shall remain obligated at all times, upon request, to do all lawful acts, including, but not limited to, the execution of papers under penalty of perjury and the giving of testimony that, in the District's opinion, may be necessary or desirable in order to obtain, establish, maintain, or enforce the District's rights, including, but not limited to, obtaining, sustaining, reissuing, extending and enforcing United States and foreign proprietary rights, including letter and design patents and copyrights, and for perfecting, affirming, maintaining and recording the District's ownership and title, and otherwise to cooperate in other related proceedings and matters. The Exclusive Representative shall be informed of any District request made to a faculty member pursuant to the terms of this paragraph.
- N. Any dispute regarding the interpretation and/or application of the provisions of this Appendix, including the contract set forth in paragraph E.3, shall be subject to Article XIII of the Agreement. If arbitration is demanded, the administering agency shall be requested to provide a list of arbitrators who have experience with intellectual property disputes.

APPENDIX F: 10 Districts for Salary Comparison

1. Allan Hancock
2. Antelope Valley
3. Cabrillo
4. Citrus
5. Desert
6. Hartnell
7. Monterey Peninsula
8. Mt San Jacinto
9. Santa Barbara
10. Victor Valley

***San Luis Obispo***

APPENDIX G: Faculty Evaluations Timeline

Task	Responsibility	Tenure Track or FT Temp.	Full-Time Regular	Part-time
Peer committee submitted to dean	<ul style="list-style-type: none"> <li>Chair</li> <li>Director</li> </ul>	Week 4	Week 4	Week 4
Conduct pre-evaluation conferences/Select CRNs	<ul style="list-style-type: none"> <li>Peer Committee</li> <li>Faculty Member</li> <li>Administrator (when applicable)</li> </ul>	Week 6	Week 6	Week 6
Student evaluations for full semester <b>face to face</b> courses and all first half of semester courses*	<ul style="list-style-type: none"> <li>Peer Committee</li> <li>Faculty Member</li> </ul>	Week 8-10	Week 8-11	Week 8-12
Student evaluations for <b>online</b> full semester courses and all second half of semester courses**	<ul style="list-style-type: none"> <li>Peer Committee</li> <li>Faculty Member</li> </ul>	Week 11	Week 11- 12	Week 11-13
Student evaluations returned	<ul style="list-style-type: none"> <li>VPAA Clerical</li> </ul>	Week 12	Week 13	Week 14
Self-evaluations due to peer evaluators and/or Dean	<ul style="list-style-type: none"> <li>Faculty</li> <li>Peer Committee</li> </ul>	One week prior to post-eval conf.	One week prior to Post-eval conf.	One week prior to post-eval conf.
Completed peer evaluations submitted to Dean's office ***	<ul style="list-style-type: none"> <li>Faculty</li> <li>Peer Committee</li> </ul>	Week 14	Week 15	Week 16
Final evaluation report and administrative post evaluations	<ul style="list-style-type: none"> <li>Faculty Member</li> <li>Dean</li> </ul>	Week 14-17	Week 15-17	N/A
IIRC meets and makes recommendations	<ul style="list-style-type: none"> <li>IIRC</li> </ul>	Week 18	N/A	N/A
Evaluations sent to Human Resources by Dean	<ul style="list-style-type: none"> <li>Dean</li> <li>Director</li> <li>Chair</li> </ul>	Week 18	Week 18	Week 18

\* Participating students identified at the beginning of week 8.

\*\* Participating students identified at the beginning of week 11.

\*\*\* The faculty member has 10 days to attach written comments to the peer evaluation from the time of receipt.










# Draft - COLLECTIVE BARGAINING AGREEMENT (2021-2023) 10.29.2021
















Final Audit Report

2021-11-20

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