

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN LUIS OBISPO COUNTY  
COMMUNITY COLLEGE DISTRICT

AND

CUESTA COLLEGE FEDERATION OF TEACHERS  
AFT LOCAL #4909

**2023-2025**

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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 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, 2022, the monthly fringe benefits will be:

Employee Only – Up to \$8,810.88/year (Full-Time) / Up to \$5,286.52/year (Part-Time)  
Two Party – Up to \$12,852.00/year (Full-Time) / \$7,711.20/year (Part-Time)  
Family – Up to \$16,680.00/year (Full-Time) / \$10,008.00/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, 2023, a temporary (PT) faculty member shall be eligible for the same District-sponsored healthcare coverage and fringe benefit amounts provided to full-time faculty as defined in Article 4.1 when meeting one the following eligibility criteria as set forth under Education Code Section 87860 – 87868 and the other conditions set below:

4.2.1 Has a teaching assignment as a part-time faculty member with the District equal to or greater than forty percent (40%) of a full-time teaching assignment District

4.2.2 Has a current teaching assignment as a part-time faculty member with the District and had teaching assignments in the previous two consecutive semesters with an average of equal to or greater than forty percent (40%) of a full-time teaching assignment with the District.

4.2.2 To be eligible, the part-time faculty member must not be receiving health insurance coverage from another employer either directly, as a spouse, a domestic partner, or as a dependent in accordance with Education Code Section 87864.

4.2.3 The employee may elect to choose insurance for one party, two party or family coverage. To be included

in plan coverage, dependents of part-time faculty members participating in the District-sponsored healthcare program shall not be receiving benefits from another source simultaneously. Employees will be expected to sign a document with Human Resources verifying they are not receiving benefits from another source.

#### 4.2.4 Open Enrollment Periods:

1. Once an employee is eligible to participate in the program, they have thirty days to enroll, or they must wait for the next enrollment period.
2. An eligible employee who chooses not to participate in the program must wait until the next open enrollment period to join the program.

#### 4.2.5 Multi-District Part-Time Faculty: Has a teaching assignment as a part-time faculty member with the District and one or more other California community college districts where the total teaching assignment is equal to or greater than 40% of a full-time teaching assignment.

4.2.5.1 A qualifying Multi-District Part-Time Faculty Member must provide timely documentation as requested by the District demonstrating they meet the eligibility requirements as stated in Article 4.2. If the faculty member does not or is not able to provide the required documentation, the District may elect to defer offering insurance until the next available open enrollment period.

4.2.5.2 Upon receipt of evidence of the Multi-District Part-Time Faculty Member's medical premium payment(s), the District shall issue a reimbursement equal to its share of this premium payment. The District's share shall be determined by dividing the total health insurance premium paid by the multidistrict part-time faculty member by the total number of California community college districts in which the multidistrict part-time faculty member currently holds an active assignment. The District's share shall not exceed that which it would have paid if the Multi-District Part-Time Faculty Member had purchased the District's most commonly subscribed plan for the selected number of dependents.

#### 4.2.6 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:

4.2.6.1 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) \$734.24 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 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 4.2. 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-9.
  - 4.7.1 Step advancement for regular (FT) Faculty shall be implemented at the beginning of each fiscal year. Step advancement for temporary (PT) 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. Column advancement policies are described in Appendix B-10 Part C.
  - 4.7.2 Extra duty compensation for faculty members is set forth in Appendix B-9, 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.

### **Meeting and Conference Expense Reimbursement**

- 4.8 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.
  - 4.8.1 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.

4.8.2 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.

4.8.3 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**

4.9 A faculty member who uses a personal vehicle for authorized travel shall be reimbursed at the Internal Revenue Service rate.

4.9.1 For purposes of eligibility for mileage reimbursement, each regular faculty member shall be assigned to a principal campus/center (e.g., Cuesta, North County).

4.9.2 When a faculty member's assigned load includes a split campus teaching assignment, mileage shall be paid for one-way travel between the assignments.

4.9.3 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**

4.10 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 87884 of the Education Code and no office hours can be counted as flex credit.

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

4.11 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**

4.12 The District will compensate faculty members for serving as the Faculty Designee and contributing to oversight and course effectiveness assessment. Identified faculty designees will be compensated for five (5) hours per section automatically, on an hourly basis from their assigned step and column of the Temporary, Part-Time & Full-Time Overload Two-Thirds Laboratory/Hourly Faculty Salary Schedule.

Hours exceeding the pre-approved five (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.

Faculty designees assigned to multiple sections of a course taught by the same teacher will only be compensated for one section.

Faculty Designees will perform the following duties:

For New Dual Enrollment Course Requests:

- a. Contact and schedule an initial meeting and additional meetings (if necessary) with the high school teacher.
- b. Assist the high school teacher with obtaining Cuesta resources such as Course Outline of Record, SLOs, and syllabus.
- c. Meet with high school teacher for curriculum review.
- d. Meet with high school teacher to evaluate lab facility and equipment (if applicable).
- e. Complete and submit Curriculum Review Form to the appropriate manager by the required due date.
- f. Items a-c in the list below.

For Returning Dual Enrollment Courses on an Annual Basis:

- a. Frequent communication and collaboration with the high school instructor.
- b. Complete one site visit per course, per high school teacher.
- c. Complete the Assessment of Dual Enrollment Instructional Program Process Form by the required due date.

## **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 DSPS 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.

DSPS 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 of 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 Curriculum Committee
- 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 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 18 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 (5.5556%) 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.,

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 four (4) 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. Applicants for the division chair position must be tenured.
- 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 tenured faculty member from another 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 start on the upcoming July 1 for the next four-year term. If no eligible tenured faculty have applied, the dean will post another advertisement for the position with a 10-day deadline that will include tenure-track faculty in the division.

- 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 If there is only one eligible (as defined in Article 15.16.1) applicant, then that applicant becomes, by acclamation, a North County Coordinator. Appointments start on the upcoming July 1 for the next four-year term.
- 5.16.2.3 If there are multiple candidates, 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.
- 5.16.2.4 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). If no eligible tenured faculty have applied, the dean will post another advertisement for the position with a 10-day deadline that will include tenure-track faculty in the division.
- 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.
- 5.16.6.3 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.

### **Promotions - Outside the Unit**

- 5.17 An employee may request to be considered for a posted position outside of the bargaining unit that would constitute a promotion by submitting an application on the forms provided by the District. Applications shall be transmitted through the Human Resources Office to the Superintendent/President and the appropriate department or division at which the application is directed.
- 5.17.1 Applications for promotions shall be considered in the fashion and manner required by Board Policy, applicable regulations of the State Chancellor, and law.

- 5.17.2 With regard to a District selection committee that considers the appointment of an academic management position, the Superintendent/President shall appoint the President of the Exclusive Representative or a designee.

### Dual Enrollment

- 5.18 Cuesta College faculty shall maintain sole control over their curriculum, the materials provided to any dual enrollment high school instructor in their discipline, and the process by which the student learning outcomes are assessed for each course in their discipline.

Cuesta College faculty shall approve all high school faculty members that will provide courses within their specific discipline. This Agreement does not include the Exception, Career Planning: Comprehensive PEDS 110 course(s). They will approve the appropriate instructional and assessment materials for courses in their discipline. They will be empowered to determine the rigor of the courses through observation, evaluation, SLO assessment and the success of the students enrolled.

Cuesta College faculty members are not required to participate in any aspect of the Dual Enrollment effort. Cuesta College faculty members that choose to participate will be compensated for all aspects of the organization, oversight or outcomes aspect of this program. They will ensure that the material presented, and assessments performed mirror the level of rigor of the same disciplinary course provided by Cuesta College faculty. See Article 4.20 for compensation information.

### California Men's Colony

- 5.19 Pursuant to Senate Bill 1391 (Hancock), the Department of Corrections and Rehabilitation (CDCR) and the California Community Colleges Chancellor's Office (CCCCO) have entered into an Interagency Agreement for inmate education to expand access to community college courses that lead degrees or certificates with an emphasis in Career Technical Education (CTE) skills or transfer to a four-year university. As part of the statewide initiative the District began offering courses at California Men's Colony ("CMC"), a local prison, to inmates in Spring 2016.

5.19.1 Faculty teaching at CMC are required to complete Academic Senate online training "Teaching Incarcerated Students" ([www.asccc.org/content/teaching-incarcerated-students](http://www.asccc.org/content/teaching-incarcerated-students)) prior to teaching at the prison. Faculty may use this time as four hours Flex credit or for two hours Flex credit and be compensated for two hours at the 2/3 lab rate. Faculty must notify their Dean of which option they are choosing prior to the training.

5.19.2 The District and CCFT recognize that CMC has rules, policies, procedures, and regulations that are separate from the District's that will be covered in the trainings described in this article. The District will only initiate disciplinary proceedings for faculty matters associated with assignments at CMC when violations of District rules or policies are apparent, pursuant to Article 9 of the Collective Bargaining Agreement.

5.19.3 Faculty teaching at CMC are required to attend a District orientation. Faculty may use this time as Flex credit or to be compensated at the 2/3 lab rate. Faculty must notify their Dean of which option they are choosing prior to the training.

5.19.4 Faculty teaching at CMC are required to attend a CMC training (typically 8 hours). Faculty may use this time as Flex credit or be compensated at the 2/3 lab rate. Faculty must notify their Dean of which option they are choosing prior to the training.

5.19.5 Faculty assigned to teach at CDCR facilities will be compensated for additional time required to enter and exit secure facilities. Faculty who are scheduled in a manner that requires multiple entry/exit processes in a workday, will be compensated for each entry/exit upon approval by the assigned administrator. Entry/exit will be calculated as 30 minutes total, 15 minutes for entry and 15 minutes for exit in addition to the assigned hours of instruction.

5.19.6 In the event of a lockdown the following applies:

5.19.6.1 Faculty who are inside the CMC facility during a lockdown will be provided compensation for the duration of the lockdown at the Schedule B-4 step and column of the Temporary, Part-Time & Full-Time Overload Two-Thirds Laboratory/Hourly Faculty Salary Schedule. The District will verify the length of the lockdown with appropriate CMC officials.

5.19.7 All teaching assignments are strictly voluntary, and faculty are not required to teach at CMC.

#### Miscellaneous Provisions

5.20 Subject to the Board of Governor's regulations and Chancellor's office guidelines, the use of electronic communication for consultation and/or contact with students shall be at the discretion of the individual staff member.

5.21 The workload of a regular faculty member may be reduced without a reduction in retirement credit or the District's contribution to the fringe benefit programs as set forth in sections 4.1 through 4.4 pursuant to the terms and conditions of Board Policy 7210.2: Pre-Retirement Reduction in Time Base.

### **ARTICLE 6: LEAVES OF ABSENCE**

#### General Provisions

6.1 A faculty member who is on a paid leave of absence, unless otherwise provided in this Article, shall be entitled to regular salary and fringe benefits contributions as set forth in ARTICLE 4, COMPENSATION, the same as if the faculty member were not on leave.

6.2 A regular faculty member who has less than a full-time assignment or a temporary faculty member shall be entitled to leaves of absence in the ratio of the faculty member's regular assignment for the semester to a full-time faculty member's assignment.

6.3 A faculty member who is absent from work other than for those periods and purposes set forth in this Article is absent without approval in violation of this Agreement.

6.3.1 The District will deduct a salary amount equal to the ratio of days absent to the days of required annual service.

6.3.2 A faculty member who is absent from work without leave, or who fails to return to work as scheduled, may be subject to disciplinary action up to and including dismissal.

6.4 A faculty member may transfer accumulated sick leave from another elementary, high school, or unified school district, community college district, an office of a county superintendent of schools, an office of the State Chancellor, or the Commission for Teacher Preparation and Licensing (now the Commission on Teacher Credentialing), pursuant to the provisions of Education Code sections 44979, 87782, or 87783. All transferred sick leave must have been earned in the State of California.

#### Sick Leave

6.5 Full-time regular instructional faculty shall be credited with 10 days of sick leave for each complete academic year of service. Full-time regular service faculty shall be credited with one day of sick leave for each month of service specified for the individual faculty member.

6.5.1 Full-time faculty shall earn the pro rata amount of sick leave credit based on a full-time equivalent assignment of hours taught for an overload or a summer school assignment.

6.5.2 Temporary faculty shall be credited with the pro rata amount of sick leave credit based on a full-time equivalent assignment of hours taught or worked (including summer school). Temporary faculty receive the

equivalent of a semester of sick leave credit at the beginning of the semester based upon the number of hours per week taught or worked.

- 6.5.3 Sick leave that has been earned but not utilized is cumulative from year-to-year.
- 6.5.4 If a faculty member does not fulfill the instruction or service obligation required for the semester or the academic year, sick leave that has been used but not earned, shall be deducted from the faculty member's final paycheck.
- 6.5.5 Sick leave shall be charged against a full-time faculty member's leave credit at the rate of eight (8) hours of sick leave for each day the faculty member is absent from or otherwise misses contractual obligations as stated in Article 5.1 through 5.6, subject to the following adjustments:
  - 6.5.5.1 In the event that the full-time faculty member is absent from or otherwise misses a contractual obligation (i.e., instruction, scheduled service hours, office hours, a contractually assigned committee meeting, a Flex obligation) for only a portion of a day, then the calculation of sick leave charged for such absence shall be the same as those hours for which the faculty member is absent or otherwise misses a contractual obligation.
  - 6.5.5.2 If the full-time faculty member performs class preparation, grading, related academic support duties for classes, committee work, or participatory governance activities off-campus on a sick leave day, and indicates those specific activities and time spent on the associated sick leave form, then the full-time faculty member shall be eligible to receive up to four (4) hours reduction (against the eight (8) hour sick leave deduction) for such off-campus sick day work activities. For example, if the full-time faculty member misses an entire day, but indicates on the sick leave form that two (2) hours of grading and three (3) hours of preparation were performed at home during a sick day, then the full-time faculty member is eligible to have the 8 hours of sick leave reduced by 4 hours (maximum cap) of eligible off-campus work, which would result in 4 hours of sick leave deducted on leave form.
  - 6.5.5.3 Faculty who report three (3) consecutive days of sick leave will be required to submit a doctor's note upon return and may be asked to complete Family Medical Leave paperwork.
- 6.5.6 Sick leave for part-time faculty shall be pro-rated using the same criteria for sick leave above.
- 6.5.7 Sick leave for overload assignment days shall be pro-rated on an upward basis (greater sick leave hours deducted than eight (8) hours per day) using the criteria for sick leave described in 6.5.5 (including 6.5.5.1 and 6.5.5.2), above. For clarity, this is due to the fact that faculty earn increased sick leave for overload assignment days and therefore must have a pro-rata increased amount of sick leave time deducted when absent on an overload assignment day.
- 6.5.8 The District may require a statement from the faculty member's physician verifying that the absence is due to illness or injury. Unless the faculty member has been absent for more than three consecutive dates, the cost of the statement will be at the District's expense.
- 6.5.9 Upon retirement, earned and unused sick leave may be utilized for extended service credit pursuant to the applicable provisions of the State Teacher's Retirement System or the Public Employees Retirement System.
- 6.5.10 Pursuant to the provision of Labor Code sections 233 and 246.5, and employee may use up to five (5) days (otherwise defined as half of the employees annually accrued sick leave) of available sick leave per calendar year to attend to the illness of a child, parent, grandparent, grandchild, sibling, spouse, registered domestic partner, or designated person. For the purposes of this section, a designated person is defined as a person identified by the employee at the time the employee requests paid sick leave.

## **Five (5) Month Differential Leave**



- 6.6 A faculty member who is absent because of non-industrial illness or injury for a period of five school months or less shall be paid at the faculty member's regular rate of pay when accumulated sick leave has been exhausted and a substitute has not been employed. When a substitute has been employed, the rate of pay for the substitute shall be deducted from the faculty member's regular daily wage for each hour of substitution.
- 6.6.1 A maximum of five months shall be provided for this purpose and will run concurrently with leave accruals and any protected leave the employee is entitled to.
- 6.6.2 The five-month period is not cumulative from year to year and only one entitlement may be utilized within the academic year. In the event that the faculty member's illness continues into the following academic year, the faculty member may utilize only the number of days which, when added to the days utilized in the prior academic year, totals five months.

### **Personal Necessity Leave**

- 6.7 A faculty member may utilize up to seven days of sick leave per year in case of personal necessity, for the following reasons:
- 6.7.1 Death of a member of the faculty member's immediate family when additional leave is required beyond that provided in the bereavement leave section of this Article.
- 6.7.2 Accident involving the faculty member's person or property, or the person or property of a member of the faculty member's immediate family.
- 6.7.3 Appearance in court or before an administrative tribunal as a litigant, party, or witness, other than cases against the District, under subpoena or any order made with jurisdiction, except that personal necessity leave shall not be provided for faculty organization related activities.
- 6.7.4 Other circumstances of a serious nature that the faculty member cannot be expected to disregard and that cannot be accommodated at a time other than during the faculty member's regular assigned hours of work subject to the approval of the Superintendent/President or designee.
- 6.7.5 Personal business (unrestricted) not to exceed three days per academic year.
- 6.7.6 Subject to approval, up to three days for illness of a member of the immediate family. The days utilized pursuant to this paragraph shall not be counted against the seven-day limitation of paragraph 6.5.10.
- 6.8 The faculty member shall submit a notice of intent to take Personal Necessity Leave to the appropriate Dean or Director on the approved form no less than five days prior to the beginning date of the leave and shall notify, in writing, all concerned, including classes, at least one day or class session prior to that date except where an emergency or other extenuating circumstances make notice impractical. Days of absence provided by section 6.8-6, shall not be cumulative from year-to-year.

### **Industrial Accident or Industrial Illness Leave**

- 6.9 A faculty member may receive an industrial accident or illness leave under the following conditions:
- 6.9.1 Industrial accident or illness leave shall be for a maximum of 60 workdays in any one fiscal year for the same accident or illness. In the event that the 60 days overlap into the next fiscal year, the faculty member shall be entitled to only those days remaining at the end of the fiscal year in which the accident or illness occurred for that accident or illness.
- 6.9.2 The leave is to be used in lieu of entitlement of regular sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if a faculty member is receiving workers' compensation, the faculty member shall be entitled to use only so much of the accumulated or available sick leave, or other available leave, which when added to the workers' compensation award, provide for a full day's wage or salary.

- 6.9.3 During the period of absence, the faculty member shall endorse to the District wage loss benefit checks received under state workers' compensation laws. The District, in turn, shall issue the faculty member appropriate warrants for full payment of salary and shall make normal payroll deductions.
- 6.9.4 The leave will commence on the first day of absence.
- 6.9.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- 6.9.6 If a faculty member leaves the State of California without prior approval from the District, the faculty member's status on industrial accident or illness leave shall be suspended and the faculty member shall be placed on unauthorized absence for the period of time that the faculty member is out of State.
- 6.9.7 If the faculty member is not medically able to resume the normal duties of the position at the expiration of all leaves available (up to a maximum of five months), the faculty member could be dismissed for cause.
- 6.9.8 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the faculty member under these provisions.

#### Bereavement Leave

- 6.10 Bereavement leave with pay, not to exceed five (5) days will be allowed for a death in the immediate family. A "member of the immediate family," for the purposes of this section, shall mean the grandparent, grandchild spouse/domestic partner, child (natural, step, or foster), sibling, parent, aunt/uncle, or any relative living in the immediate household of the employee. Also included in this definition the immediate family members of the employees' spouse or domestic partner.
- 6.11 Bereavement leave must be completed within six (6) months of the family member's death and does not need to be taken consecutively.

#### Jury Duty and Court Appearances

- 6.12 Leaves of absence for jury duty or for court appearances as a witness, pursuant to subpoena, will be granted with pay up to the difference between the faculty member's regular pay and any amount the faculty member receives as jury duty pay or the faculty member's regular pay and any amount the faculty member receives as jury duty pay or witness fee exclusive of any travel allowance which might be paid.

#### Military Leave

- 6.13 Military Leave of absence shall be granted as provided for in the current Military and Veterans' Code of the State of California. Such leave must be verified by a copy of the military orders requiring the military service.

#### Leaves of Absence Without Pay

- 6.14 Leaves of absence without pay may be granted by the District, based on the following conditions:
  - 6.14.1 For improvement of impaired health, including leave in addition to Family Care and Medical Leave. The request must include a statement verifying the need from a licensed physician.
  - 6.14.2 For advanced study (including research) and/or planned educational travel which shall be of benefit to the District. The faculty member must have obtained permanent status and must submit a detailed report to the Superintendent/President of how the leave will be of benefit to the faculty member and the District.
  - 6.14.3 For special reasons acceptable to the Board of Trustees. Applications for leave shall be presented in writing to the Superintendent/President.

- 6.14.4 A leave of absence without pay shall not constitute a break in continuity of employment for purposes of this Article. The time on a leave without pay shall not be credited toward step advancement on the salary schedule. A faculty member shall not earn sick leave while on leave without pay.
- 6.14.5 Faculty members on partial unpaid leave will have their fringe benefit amount prorated. Faculty members who are on total unpaid leave will be allowed to continue participation in the fringe benefit programs, pursuant to the terms of the insurance plan or program selection, at the faculty member's request and appropriate carrier approval, and will provide advance payment of the premium or premiums in a manner required by the District.

### Family Care and Medical Leave

- 6.15 In accordance with the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), under certain conditions faculty members may be eligible for an unpaid leave of absence for up to twelve (12) weeks for reasons related to family circumstances, or a qualifying health reason. Qualifying circumstances would include but not be limited to: a qualifying health reason of the faculty member, birth of a child, care of a child, spouse, or parent with a serious health condition, or adoption.
  - 6.15.1 Faculty members should consult with the Human Resources Office regarding eligibility, and procedures related to family leave.
  - 6.15.2 Family care and medical leave does not constitute a break in service and the faculty member remains in regular employee status with the District.
  - 6.15.3 A rolling twelve-month calendar commencing on the first date that family leave is taken and counting backward from that date, is used to calculate eligible leave under the FMLA/CFRA.
  - 6.15.4 For the purposes of section 6.15, 62.5% of a full-time load equates to the 1,250-hour service requirement.
  - 6.15.5 Paid leave shall run concurrently with entitlement to unpaid state and/or federal family leave. State and federal family leave entitlements shall run concurrently except where prohibited by law.
  - 6.15.6 Medical Leave Verification
    - 6.15.6.1 The district may require a medical certification signed by the faculty member's physician which confirms the faculty member's inability to perform the functions of their position as a result of the condition, and identifies the expected duration of leave. If the leave is for a family member of the faculty member, the district may require a medical certification signed by the family member's physician.
- 6.16 A faculty member who requests leave to care for a child, Spouse, Domestic Partner (for California family care and medical leave only), or a parent who has a serious health condition shall be required to submit a certificate from the family member's health care provider.
  - 6.16.1 The certificate shall verify the date on which the serious health condition commenced and the probable duration of the condition and shall estimate the amount of time that the health care provider believes the faculty member needs to care for the individual requiring the care. The certificate also shall contain a statement that the affected individual's condition warrants the participation of a family member to provide care.
  - 6.16.2 When medically necessary and as certified by the health care provider, the leave may be taken intermittently.
  - 6.16.3 If additional leave time is needed after the time estimated by the health care provider expires, the faculty member is required to provide recertification in the same manner specified above.
  - 6.16.4 Notwithstanding any other provision of this Agreement to the contrary, a faculty member may elect to utilize any available accrued leave for the purposes set forth in section 6.16, inclusive.

- 6.17 A faculty member who requests leave for the faculty member's own serious health condition may be required to submit a certificate from the health care provider.
- 6.17.1 The certificate shall verify the date on which the serious health condition commenced and the probable duration of the condition and shall contain a statement that the faculty member is or will be unable to perform the functions of the faculty member's position due to the serious health condition.
- 6.17.2 If additional leave time is needed after the time estimated by the health care provider expires, the faculty member is required to provide recertification in the same manner specified above.
- 6.17.3 The faculty member is required to use any available accrued sick leave and any extended illness leave under Section 6.7, for the purpose set forth in section 6.17, inclusive.
- 6.17.4 As a condition of the faculty member's return to work, the faculty member shall provide acceptable medical certification of the ability to resume the duties and responsibilities of the faculty member's position.
- 6.17.5 Where the leave is to care for a new child, the leave must be concluded 12 months after the birth or placement for adoption or foster care. The basic minimum duration of each leave period to care for a new child shall be two weeks. However, the faculty member may take leave of a shorter duration for this reason on two occasions.
- 6.17.6 The right to take a family care and medical leave is separate and distinct from the right to take a pregnancy disability leave under state law for the faculty member's own pregnancy. A faculty member who is disabled as a result of pregnancy, childbirth, or related medical conditions is entitled to 12 workweeks of unpaid federal family care and medical leave during the rolling twelve (12) month calendar. Once the pregnancy-related disability ends, the faculty member is entitled to 12 workweeks of California family leave for childcare or child bonding during the rolling twelve (12) month calendar. If all available leaves are exhausted and the faculty member remains disabled as a result of the pregnancy, she may elect to commence her California family care and medical leave at that time.
- 6.17.7 Paid leave shall run concurrently with entitlement to unpaid state and/or federal family leave, and state and federal family leave entitlements shall run concurrently except where the leave is for a faculty member's disability for pregnancy, childbirth, or related medical conditions.
- 6.18 If a faculty member's need for family care and medical leave is foreseeable, reasonable advance notice shall be given. Where the need for family care and medical leave is known more than 30 days before the leave is to begin, the faculty member shall provide written notice to the District at least 30 days prior to the commencement of the leave.
- 6.18.1 Where the need for leave becomes known less than 30 days before the leave is to begin, the faculty member shall give written notice at least five days prior to the commencement of the leave, if possible. In such a case, the District will then provide written notification to the faculty member of the commencement date of the leave.
- 6.18.2 When leave is needed for a planned medical treatment or supervision, the faculty member is required to make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling requirement shall be subject to approval of the health care provider.
- 6.19 A faculty member who is granted an unpaid family care and medical leave shall continue to be eligible for health insurance for 12 workweeks during the rolling twelve (12) month calendar year at the level and under the conditions that coverage would have been provided if the faculty member had continued in active employment.
- 6.19.1 The District is entitled to recover its contribution to the faculty member's health coverage if the faculty member fails to return from leave for reasons other than the continuation, recurrence, or onset of a serious health condition that otherwise entitles the faculty member to take family care and medical leave or for other circumstances beyond the faculty member's control.

- 6.19.2 At the conclusion of the family care and medical leave, the faculty member shall be returned to the same or similar position held by the faculty member prior to the commencement of the leave.
- 6.19.3 For the purpose of sections 6.15 through 6.18, "child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.
- 6.19.4 "Parent" means a biological, foster or adoptive parent, a stepparent or a legal guardian, or other person who stood in loco parentis to the faculty member when the faculty member was a child.
- 6.19.5 "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either in-patient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a health care provider as defined by applicable law.
- 6.19.6 "Domestic Partner" means a partner registered pursuant to Section 297 et. seq. of the California Family Code. This provision applies only to leave taken under the California family care and medical leave law.
- 6.19.7 "Spouse" means husband or wife.

### **Unpaid Workload Exchange Leave**

- 6.20 In consultation with the Dean, Director or Division chair, a faculty member may arrange to be absent from a class or classes where the class or classes are covered by another faculty member on an unpaid workload exchange basis. The faculty members who participate in an unpaid workload exchange must possess the minimum qualifications for the subject area or subject areas that are exchanged. An unpaid workload exchange does not affect the regular compensation of any of the participating faculty members. The ability to utilize an unpaid workload exchange is not meant to supersede the right of the faculty member to determine the type of class coverage used.

### **Load-bank Leave**

- 6.21 Full-time faculty may bank work hours that are in addition to the faculty member's regular assignment in lieu of compensation for the additional work in order to accumulate paid time off in a subsequent academic semester or semesters.
- 6.21.1 A full-time faculty member in an instructional position who has a regular workload (teaching or service assignment) in excess of 107% for an academic year may elect to bank all or part of the additional hours. A full-time faculty member in a non-instructional position who has an on-going work assignment in excess of the regular forty (40)-hour assignment also may elect to bank the additional hours.
- 6.21.2 A full-time faculty member who wishes to bank hours must initiate the process by completing the Load Bank Leave Form and submitting the form to their division chair (or designated Manager), dean, and HR before the payroll deadline for the first month of the semester. Submissions after the deadline may be denied or may cause disruptions in pay for that semester.
- 6.21.3 No more than the equivalent of two (2) semesters of the faculty member's regular workload may be banked. Once the requested banked time has been earned, banked hours may be retained for a maximum of five (5) years. A faculty may take a full semester of banked leave no more than two (2) times in any five (5) year period. Hours not included in the banked time are hours designated for division/program responsibilities, governance participation, and professional growth. Faculty utilizing a full semester of banked load can continue to fulfil these obligations or use personal leave time for any missed divisional or committee meetings.
- 6.21.4 The faculty member, the Division Chair, and the appropriate Vice President shall reach mutual agreement as to the semester or semesters when the faculty member will utilize the banked time. Faculty intending to utilize banked load will notify the Division Chair and the appropriate Dean or Director in advance of class or service schedule development for the semester in which banked leave is to begin. Requests for banked load leave that are submitted after schedule sign off may not be granted. Approval of leaves shall be contingent in part upon the ability of the district to maintain its offerings and serve students. Where two or

more Unit Members from the same division or department/area request load banking leave during the same regular semester and all cannot be accommodated, the Unit Members who have not previously taken load banking leave shall have priority for consideration.

- 6.21.5 If a request to take time off is denied by the District, at the request of the faculty member, the banked time will be carried forward or will be paid out at the appropriate temporary faculty salary rate in effect for the semester for which the time off was denied.
- 6.21.6 If the banked time is not utilized by the faculty member, the time will be paid off at the appropriate temporary faculty member salary rate in effect for the semester in which the time was earned. Banked load may be paid out at the temporary faculty salary rate in effect at the time of banking upon request by the faculty. In the case of death of a FT faculty member, any banked load will be paid at the current temporary faculty rate to the designated primary beneficiary (if one is on file with the district).

## **Retraining Leave**

- 6.22 The District may offer a faculty member a retraining leave assignment in order to retrain the faculty member for a new or different minimum qualification in a teaching or service area. A retraining leave may be implemented due to an actual or foreseeable reduction or elimination of part or all of an instructional or service area program or may be due to a projected future District need. Depending on the circumstances, the leave may be for part-time or full-time and may also involve a continuing partial teaching or service load obligation during the retraining period.
  - 6.22.1 In consideration for the District's agreement to enter into and to fund the leave, the faculty member shall enter into an individual contractual agreement to provide two semesters of service to the District for each semester of leave, commencing not later than the beginning of the Fall semester following completion of the leave. Except where circumstances warrant, the leave shall be limited to one academic year, or two consecutive semesters.
  - 6.22.2 If the leave is an outgrowth of an action by the District to lay off faculty or is designed to forestall an impending layoff, the option for the leave shall be reviewed in light of the availability of funds and current or projected areas of need for the succeeding academic year or years. The amount of total compensation shall not exceed 50% of the faculty member's regular compensation for the prior academic year.
  - 6.22.3 A retraining leave may be based upon mitigating or accommodating a current unmet need in the District's program or upon preparing for a projected shift in emphasis of the District's program within a faculty member's assigned division or service area in order to meet changing student needs. During a leave pursuant to section 6.23.3, the faculty member shall receive regular compensation.
  - 6.22.4 An individual retraining program, including the area and program of retraining, the amount of total compensation (e.g., salary, medical insurance benefit contributions made by the District during the leave, and any District contribution toward the educational costs of the retraining), and the faculty member's partial load during the leave (if any) is subject to mutual agreement between the District and the affected faculty member or faculty members.
  - 6.22.5 Upon return from the leave, the faculty member will be assigned in the area of the retraining. An assignment following a retraining leave shall be a Level One assignment as set forth in ARTICLE 5, WORK HOURS, WORK YEAR AND WORKLOAD, section 5.12.4.1.

## **Sabbatical Leave**

- 6.23 The Board of Trustees may grant sabbatical leaves to tenured faculty members to (1) facilitate and enhance the professional growth of the faculty member and (2) to provide educational benefits for the District in support of the college mission. Tenured faculty members who meet the service requirement and have a satisfactory or better rating on their most recent completed evaluation may apply by submitting a Sabbatical Leave Request Form and a plan of proposed activity to be carried on during the leave to the Sabbatical Leave Committee ("SLC"). Leaves may be granted for one semester, for one academic year, or for two semesters within two academic years.

Sabbatical leave bank: The District will provide, the equivalent of 1.0 FTE of sabbatical leave each academic year.

If any of the District provided leave is unused in an academic year, it may be rolled to the subsequent academic year. The sabbatical leave bank will have a maximum of 2.0 FTE.

- 6.23.1 In consideration for the District's agreement to enter into and to fund sabbatical leaves, faculty members taking a sabbatical leave shall make an individual contractual agreement with the District which shall include a statement of the sabbatical activities, an agreement to provide two semester's service to the District for each semester of leave, commencing no later than the beginning of the semester following completion of the leave, and an agreement to perform all obligations relative to the leave.
  - 6.23.2 Tenured faculty must have completed a minimum of six consecutive years of full-time service to the District prior to commencement of the leave. For tenured faculty who have less than six years of full-time service, prior District service as a temporary faculty member may be applied on the basis that two consecutive years of temporary service equals one year of full-time service. An approved leave of absence without pay does not constitute a break in continuous service for the purpose of this section. An applicant may not be a member of the SLC.
- 6.24 By November 1 of the prior academic year, any full-time faculty interested in a sabbatical leave must submit a sabbatical leave application to their Division Chair (or Director), their Dean, and the Office of Instruction.
- 6.24.1 The Office of Instruction will compile and forward all applications from faculty meeting the eligibility requirements to the SLC by November 15.
  - 6.24.2 The SLC shall review and evaluate all applications in an impartial fashion. The applicant's service records, application for leave and the plan of proposed activity shall be reviewed by the SLC. The SLC shall consider primary and (if necessary) secondary criteria in reviewing applications.
    - 6.24.2.1 The primary criterion to be considered is the potential of the proposed program to achieve the purposes established for the leave as measured by expressed outcomes for (1) the applicant's personal and professional growth, (2) the clearly defined goals to be accomplished and their positive impact on the applicant's teaching or service discipline and, where possible, associated disciplines, (3) the value to be received by students from the applicant's increased knowledge and experience gained during the time of the leave, and (4) the maintenance of scholarly and professional standards for the District.
    - 6.24.2.2 The secondary criteria are (1) length of service to the District and (2) the number of previous sabbatical leaves. Secondary criteria are not considered unless two or more applications are considered equal following application of the primary criteria. In the event of a tie, the SLC shall place a higher priority on the application from the faculty member who has had the fewest previous leaves. If a tie continues to exist, the higher priority shall be given to the faculty member who has the most years of service to the District.
    - 6.24.2.3 All applications are to be reviewed and evaluated by the SLC by December 7. By December 7, the SLC shall submit a written report to the Superintendent/President. The report will include a summary of each application a ranked order of recommended applications, and a rationale for their ranked order. The committee will notify each applicant of their ranking, or a reason for why their application was not ranked by Dec 15. The priority ranking and rationale portion of the report will be submitted to the President of the Academic Senate Council as the SLC report in the first half of the spring semester.
    - 6.24.2.4 The Superintendent/President will review the rankings and recommendations from the SLC and will create an agenda item and recommendation for consideration by the Board of Trustees. The Superintendent/President will notify ranked applicants of the recommendation to the Board of Trustees.
    - 6.24.2.5 The Board of Trustees shall act on the recommendations of the Superintendent/President and the Superintendent/President shall inform the applicants recommended to the Board of the Trustees of the Board's decision by February 15.

- 6.25 Compensation during a leave shall be 100% of the faculty member's salary and benefits contribution for a one-semester leave or 80% of the annual salary and benefits contribution for a one-year or a two-semester leave. Payments shall follow regular payroll procedures.
- 6.25.1 Accumulated banked overload units may be applied towards salary while on a two-semester sabbatical leave, up to a maximum of 100%.
- 6.25.2 The faculty member and the District will each pay to the State Teacher's Retirement System the amount required by the system in order that the faculty member will receive full retirement credit for period of the leave.
- 6.25.3 During the period of the leave, sick leave and other paid leave of absences will not be credited on behalf of nor be charged against the faculty member.
- 6.26 Should there be an unexpected change of purpose or itinerary during the course of the leave, the faculty member shall notify, in writing, the Office of Instruction within 30 days of the change. The Office of Student Learning shall notify, in writing, the SLC of any proposed leave changes. The SLC shall meet to consider recommendations to the Superintendent/President pursuant to the procedures of section 6.27.2, inclusive.
- 6.26.1 In case the course of study or program is interrupted by serious accident or illness of the faculty member or a member of the immediate family during the leave, and the accident or illness is properly verified by a qualified physician, the interruption shall not constitute a violation of the contract or prejudice the faculty member against receiving the benefits provided for under the terms of section 6.24.
- 6.26.1.1 The provisions of section 6.27.1 are contingent on the fact that the interruption does not extend over a period of time that would cause the purposes of the leave to be unattainable or to be abandoned.
- 6.26.1.2 In all cases, the Office of Instruction shall be promptly notified of the situation, including a medical diagnosis, by certified mail. If a leave is terminated, the faculty member will be returned to regular status with respect to salary and fringe benefits.
- 6.26.2 A request for a modification of the purpose or itinerary of the leave or for the cancellation of the second semester of a two-semester leave, whether a consecutive or a split semester, must be submitted in writing to the Office of Instruction for transmittal to the SLC for its review and evaluation. Prior to making a decision and recommendation, the SLC shall attempt to communicate directly with the faculty member.
- 6.26.2.1 The SLC shall recommend that the Superintendent/President and Cabinet either grant or deny the request based on the circumstances set forth in the request for cancellation. If the Committee determines that the objectives of the original proposal have been completed in one semester, the Committee shall recommend that the request be granted.
- 6.26.2.2 If the second semester is canceled, that portion of the leave is forfeited, and the faculty member forfeits the right to the differential in compensation.
- 6.26.2.2 If requests for modifications or cancellations are submitted and need to be acted upon outside of fall or spring semester, the Vice President of Instruction may make a recommendation of support or denial to the Superintendent/President.
- 6.27 Within 30 days after the start of the semester following the completion of the sabbatical leave, a faculty member must file a report of sabbatical leave activities with the SLC.
- 6.27.1 The report shall contain, at a minimum:
- a review of the goals and objectives of the sabbatical
  - the findings, results, and/or accomplishments during the sabbatical leave
  - evidence that the sabbatical project was completed
  - the outcomes of the sabbatical project relative to personal development and the student experience at Cuesta
- 6.27.2 The Committee will review the sabbatical leave report(s) and provide feedback to the faculty member within



21 days of receipt. The faculty member will have 7 days to submit any revisions.

- 6.27.3 The Committee will review the final report and make an evaluation as to whether the sabbatical program was completed satisfactorily.
- 6.27.4 The SLC will forward the final sabbatical leave report and their evaluation of program completeness of to the Superintendent/President for distribution to the Board of Trustees. The SLC shall arrange for a copy of the final sabbatical leave report to be placed in each campus library and submit a copy of this report to the Academic Senate Council as a SLC Report.
- 6.27.5 The recipient will make an oral presentation to the Board of Trustees and an oral presentation either as a staff development activity and/or to the faculty member's division or service area during the semester immediately following the completion of the leave.

## **ARTICLE 7: EVALUATION PROCEDURES AND TENURE REVIEW PROCESS**

### **Management of the Evaluation Process**

- 7.1 The Vice President, Dean, or Director manages the evaluation process for faculty, including peer review and administrative components, pursuant to the provisions of this Article. The Division Chair (designee) facilitates the coordination of the peer review process, including self and student components. For the purposes of this Article, the term designee shall mean the faculty designee of the appropriate manager if there is no Division Chair or the designee of the Division Chair. The designee shall be a tenured faculty member within the division if possible. If there is no tenured faculty in the division, the appropriate manager or Division Chair shall appoint a tenured faculty member from another division. Courses taught in the Distance Education (DE) or Hybrid modality will be included in the regular evaluation cycle. An additional faculty member, who teaches in the DE modality, not from the same division, may be added to the peer evaluation team upon mutual agreement. (The mutual agreement is regarding whether to add an additional person selected by the faculty member being evaluated.) The procedure for the rehiring of Probationary Faculty is contained in Administrative Procedure 7215, Academic Employees: Probationary Contract Faculty.

### **Cycle for Evaluation - Regular, Tenure-track, and Temporary Faculty**

- 7.2 Regular, tenure-track, and temporary faculty shall be evaluated pursuant to paragraphs 7.2 through 7.12 inclusive, at least once every three (3) academic years. Temporary faculty shall be evaluated as set forth in paragraphs 7.2 through 7.7, inclusive (and may be evaluated as set forth in paragraphs 7.8 through 7.12, inclusive), at least once each semester during the first two (2) semesters of service. Temporary faculty who has two (2) or more semesters' service will be evaluated at least once every three (3) years. Full-time temporary faculty shall be evaluated at least once during each semester of service.

Beginning Fall 2016 regular, tenure-track, and temporary faculty will have all courses evaluated on a rotating cycle pursuant to paragraph 7.2. Regular and tenure-track faculty teaching more than one (1) 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 (1) DE/Hybrid course will have that course evaluated at least every other evaluation cycle.

- 7.2.1 The District shall compile a list of faculty members to be evaluated during the current academic year.
- 7.2.2 The evaluation of faculty members who are scheduled for an evaluation during a given academic year shall be conducted in either the Fall or Spring semester of that year as determined by the appropriate manager.
- 7.2.3 The final evaluation report with accompanying documents shall be reviewed by the evaluator and the faculty member prior to the beginning of the winter recess for Fall semester evaluations, or May 15 for Spring semester evaluations. See Appendix G for evaluation component deadlines.

- 7.2.4 The completed evaluation shall be forwarded to the Human Resources Office after the evaluation process is completed by the end of the 18<sup>th</sup> week of the semester (any exceptions will need to be agreed upon by CCFT and Human Resources) and shall include:
- The Faculty Self Evaluation form (which serves as the cover for the evaluation packet);
  - the Dean/Manager Evaluation form;
  - The peer and student evaluation forms;
  - Plan for Improvement form, if any;
  - A written statement of response from the faculty member, if any provided, and the statement is submitted within 10 days of receipt of the completed management evaluation.
- 7.2.5 The evaluation process for the academic year (semester for temporary faculty) is considered complete unless the overall evaluation rating is Needs to Improve or Unsatisfactory; there is a required improvement documented on the Plan for Improvement form, or a procedural deficiency is noted by the appropriate manager.

### Peer Review Process

- 7.3 The peer review process is comprised of three (3) operating modes, standard peer review, tenure-track peer review, and expanded peer review. The standard mode shall be utilized following the awarding of tenure for regular faculty and following the second evaluation of temporary faculty, except as set forth in section 7.12.1. No faculty member can evaluate his or her evaluator from the immediately preceding evaluation cycle. The expanded mode shall be utilized during the first two evaluations for temporary faculty. The tenure-track peer review mode which is utilized during the tenure process is set forth in section 7.14, inclusive.
- 7.3.1 The peer review committee chair shall be designated by the Division Chair (designee). For tenured faculty, peer review committee members shall be tenured faculty who are appointed from within the subject area. If committee positions cannot be filled from within the subject area, appointments should be from within the division. If there is no tenured faculty in the subject area or division, tenured faculty from another division shall be utilized. For temporary faculty, contract (probationary) faculty from within the division may be selected.
- 7.3.2 The standard peer review structure is comprised of one regular faculty member who is selected by mutual agreement between the Division Chair (designee) and the faculty member who is being evaluated. The Division Chair (designee) may serve in this capacity.
- 7.3.3 The expanded peer review committee is composed of two regular faculty members, pursuant to section 7.3. 1. The first member is selected by the Division Chair (designee). The first member may be the Division Chair (designee) if agreeable with the faculty member who is being evaluated. The second member is selected by mutual agreement between the Division Chair (designee) and the faculty member who is being evaluated.
- 7.4 The committee chair is responsible for implementation of all components of the peer review process. A pre-evaluation conference shall be held between the peer review committee and the faculty member being evaluated by the end of the 6<sup>th</sup> week of the semester. See Appendix G for evaluation component deadlines. Items to be addressed in the pre-conference will include:
- Identification of the objectives of the peer review process.
  - Review of District-wide performance requirements such as committee participation, professional activities, and leadership experiences.
  - Selection by the person to be evaluated of one of the following peer review observation patterns: (a) schedule a specific hour or hours for the peer review visitation, or (b) schedule a one-week period for "drop in" visits or (c) identify the DE/Hybrid course for asynchronous peer review, determine the process for the committee to gain access to the course, the duration of access, and the process for an orientation to the course by the faculty member undergoing evaluation.
  - Review of the current and applicable evaluation instruments, in the following instructional or service area:
    - (a) Instructional Faculty:

- (i) Peer Evaluation Form
  - (ii) Student Evaluation Form (in either Classroom/Lab or DE/Hybrid modality)
  - (iii) Visitation Form
  - (iv) Plan for Improvement, if applicable
- (b) Service Faculty:
    - (i) Peer evaluation forms for Counseling, DSPS, Health Services, Library, and Student Development
    - (ii) Student evaluation for Counseling, DSPS, Health Services, Library, and Student Development
  - (c) Self-Evaluation form (the final draft to be submitted to the committee at least five (5) working days prior to the peer post-evaluation meeting).
- Selection by mutual agreement of the peer and student evaluation forms as listed above. Specific evidence that shall be used by the peer evaluator(s) and the Division Chair (or Manager's faculty designee where there is no Division Chair) is indicated on the current evaluation forms.
  - Establishment of a schedule of follow-up meetings and/or a post evaluation conference. See Appendix G for evaluation component deadlines.

7.5 The time and the date of the actual peer review evaluation visit or visits, and administration of student evaluations, will be scheduled by the committee chair during the pre-evaluation conference. Each member of the peer review committee will visit a different class session or service area function. The visitation period will be at least 50 minutes for a course offered in a Classroom/Lab or synchronous DE/Hybrid mode. For asynchronous DE/Hybrid courses, the duration of the evaluation period will be agreed upon in the pre-evaluation meeting and will include a review of content comparable to that of one 50-minute classroom/lab visit.

7.6 Student evaluations of teaching faculty in the standard peer review mode will be completed in one class section. Student evaluations of teaching faculty in the tenure-track mode and expanded peer review mode will be completed for the two class sections (two class sections per semester for contract faculty) mutually agreed to by the faculty member and the peer review committee. Student evaluations for DE/Hybrid courses will be made available to students via an anonymous on-line survey link administered by the Assistant Superintendent/Vice President Instruction Office. Evaluations for non-teaching faculty will be based on the appropriate evaluation form.

7.6.1 Student evaluations will be administered according to Appendix G. For face-to-face courses, they may not be administered during the 50-minute peer review visitation period but may be administered before or after the 50-minute period, if the class period is scheduled for 1.5 hours or more. For DE/Hybrid courses, the date of the release of the survey link will be agreed upon between the Instructor being evaluated and the evaluators and will be available for two (2) weeks.

7.7 The post-evaluation conference shall communicate the peer review committee's assessment and evaluation of the faculty member who is being evaluated. The faculty member who is being evaluated shall be provided a copy of the peer review committee's written evaluation.

7.7.1 The completed written peer evaluation form, signed by the faculty member being evaluated, will be transmitted, along with the self-evaluation and student evaluations, to the appropriate manager for use in the management evaluation process. See Appendix G for evaluation component deadlines.

7.7.2 The faculty member may attach a written response to the peer review committee's evaluation provided it is submitted within ten (10) days of receipt of the completed peer evaluation.

### **Management Evaluation Component**

7.8 Management evaluations shall be conducted for regular faculty in the evaluation cycle for the academic year (semester for temporary faculty) and shall include the results of the peer review committee process. Management evaluations may be conducted for either Classroom/Lab or DE/Hybrid courses pursuant to section 7.2. See Appendix G for evaluation component deadlines.

7.8.1 Any unmediated elements of previous evaluations must be cited by the manager in completing the management evaluation process.

7.8.2 Management evaluation of temporary faculty will be conducted as deemed necessary by the District, as set forth in paragraph 7.2 inclusive. Full-time temporary faculty shall be subject to management evaluation each semester.

- 7.8.3 The composition of the management evaluation team shall be determined by the District.
- 7.9 The appropriate manager shall schedule a pre-evaluation conference. Areas to be addressed in the pre-conference include:
- 7.9.1 For teaching faculty: (a) Job performance related to classroom instruction, including subject matter competence, course content, DE/Hybrid modality best practices, if a DE course is being evaluated, and subject matter presentation. (b) Job performance in lab, activity, clinical, or studio instruction, including subject matter and skills competence. (c) Responsibilities to students. (d) Responsibilities to discipline and division or service area, and participatory governance (for full-time faculty). (e) Items to be included in the self-evaluation. (f) Plan for or progress toward improvement (when applicable).
- 7.9.2 For non-teaching faculty: Those items covered in the duties and responsibilities for the position set forth in the job description and on the evaluation form as well as items (c), (d), (e), and (f) of paragraph 7.9.1.
- 7.10 The time and date of the observation visit will be scheduled by the appropriate manager during the pre-evaluation conference. If the course to be observed is in the DE/Hybrid mode, access to the course shall be made available to the manager pursuant to section 7.5. The manager and faculty member will attempt to reach mutual agreement as to the date. If there is no agreement, the faculty member will receive notification at least one week in advance of the visitation date and/or the conditions under which the instructor will make the DE course available to the manager consistent with section 7.5.
- 7.11 The post-evaluation conference will consist of reviewing the peer review committee evaluation, student evaluations, the self-evaluation, and the manager's findings based upon paragraphs 7.9.1 or 7.9.2, the manager's assessment of student success, and the establishment of goals to improve performance (when applicable). The completed management evaluation form shall be signed by the faculty member who is being evaluated and by the appropriate manager.

### **Evaluation Review and Follow-up**

- 7.12 A faculty member will be subject to an off-cycle evaluation review and follow-up (off-cycle evaluation) if the Overall Assessment of Performance as reported on the Peer Evaluation form or the Dean/Director Evaluation form was Needs to Improve or Unsatisfactory.
- 7.12.1 If a faculty member's overall Assessment of Performance as reported on the Peer Evaluation form or the Dean/Director Evaluation form is Needs to Improve or Unsatisfactory, the appropriate manager, following consultation with the peer review committee chair, shall meet with the faculty member to clarify problem areas and complete the Plan for Improvement form. In addition, the appropriate Vice President will be informed.
- 7.12.1.1 An evaluation of the progress being made by the faculty member to resolve the Needs to Improve or Unsatisfactory areas of performance, as noted on the Plan for Improvement form, shall be conducted by the peer review committee and the appropriate manager. Off-cycle evaluations shall be limited in scope to those sections on the Peer Evaluation form or the Dean/Director evaluation form which are identified as Needs to Improve or Unsatisfactory, and as noted on the Plan for Improvement form. Both the Peer Evaluation form and the Plan for Improvement will be completed during an off-cycle evaluation.
- 7.12.1.2 Appropriate evaluation procedures will be utilized until it is determined that satisfactory resolution has been achieved or an action pursuant to Education Code section 87660 et seq. and/or section 87730 et seq. is instituted.
- 7.12.2 Nothing in this Article precludes the responsible managers from initiating a complete evaluation cycle at times other than as stated and as frequently as deemed necessary, as long as the appropriate procedures of this Article are followed.
- 7.12.2.1 If an off-cycle evaluation is initiated for a reason other than as provided in paragraph 7.12.1, inclusive, the faculty member shall be informed in writing of the reason or reasons which shall not be arbitrary or capricious.
- 7.12.3 An off-cycle evaluation for temporary faculty shall utilize a three-member peer review team. The Peer Review team for temporary faculty will be selected in the following manner. The first member will be selected by the Division Chair (designee). The second will be selected by the faculty member who is being evaluated.

The third member will be selected by mutual agreement of the Division Chair (designee) and the faculty member who is being evaluated.

- 7.12.4 An off-cycle evaluation Peer Review team for tenure track faculty will be the Division Tenure Committee and the third member will be selected by mutual agreement of the Division Chair (designee) and the faculty member who is being evaluated.
- 7.12.5 An off-cycle evaluation team for tenured faculty will consist of the most recent peer evaluator, and the manager. A third member will be selected by the faculty member who is being evaluated. If the most recent peer evaluator does not wish to serve, or if the faculty member requests, the manager will choose a replacement.

### Evaluation of All Reassigned Time Functions

- 7.13 The appropriate Dean of Instruction manages and coordinates the evaluation of that portion of a faculty member's assignment which is designated as reassigned time in the position of Division Chair, or North County Coordinator. The appropriate Director manages and coordinates the evaluation of that portion of a faculty member's assignment which is designated as reassigned time in the position of Assistant Director. The evaluation of a faculty member's reassigned time functions is separate from the evaluation of the faculty member's teaching or service duties.
  - 7.13.1 Evaluations of four-year positions shall be conducted during the second and fifth semesters of the term of office. Evaluations of two-year positions shall be conducted during the second semester of the first year of the term.
  - 7.13.2 The evaluation team for each position shall be composed as follows:
    - 7.13.2.1 For Division Chair the team shall consist of the appropriate Dean of Instruction, who shall serve as chair, one full-time tenured faculty member of the division, and one classified staff member of the division.
    - 7.13.2.2 For North County Coordinator, the team shall consist of:
      1. One Dean of Instruction of a represented division, who shall serve as Evaluation Committee Chair;
      2. One Dean of Student Success and Support Programs;
      3. Two Division Chairs of represented divisions, one selected by the Coordinator and one selected by the Evaluation Committee Chair;
      4. A full-time tenured faculty member from a represented division, who is assigned to the North County Campus at least two days per week.
        - a. If no full-time faculty member of the represented divisions is assigned to the North County Campus at least two days per week, then a full-time or part-time faculty member of the represented divisions, who has taught at the North County Campus since the last evaluation of the Coordinator, may serve on the team, subject to the agreement of the Coordinator being evaluated.
    - 7.13.2.3 For Assistant Director, the team shall consist of the Director, who shall serve as chair, the appropriate Vice President or designee, and a full-time tenured faculty member of the division.
    - 7.13.2.4 The faculty member shall be designated by the full-time faculty of the division. If there is no full-time tenured faculty member in the division, the Dean of Instruction (or Director) shall appoint a full-time tenured faculty member from another division.
  - 7.13.3 The evaluation shall be made on the basis of the areas set forth on the evaluation form for the respective position, a self-evaluation, as well as the following:
    - 7.13.3.1 For Division Chair, evaluations submitted by regular and temporary faculty members of the division, evaluations submitted by classified staff members of the division, an administrative evaluation made by the Dean of Instruction.

- 7.13.3.2 For North County Coordinator, evaluations submitted by regular and temporary faculty who work in the divisions represented by the Coordinator, an evaluation made by the evaluating Division Chairs, and an administrative evaluation made by the Evaluation Committee Chair, and the Dean of Student Success and Support Programs.
- All regular or temporary faculty within the represented divisions, who have taught at the North County Campus since the Coordinator's last evaluation shall be invited to participate in the Coordinator's evaluation.
- 7.13.3.3 For Assistant Director, evaluations submitted by regular and temporary faculty who work in the area under the supervision of the Assistant Director, an administrative evaluation made by the Director, and an administrative evaluation made by the Vice President or designee.
- 7.13.4 The post-evaluation conference will review the items referenced in section 7.13.3 inclusive including commendatory statements and any concerns and/or problem areas that have been identified. In addition, there will be a discussion of suggestions for improving problem areas (if any), objectives for the next one or two years (as applicable) in the areas of professional development, management of the division or department (as outlined in the position description), leadership in program development, and areas in which suggestions for improvement have been noted.
- 7.13.4.1 The Dean of Instruction (or Director) shall prepare a written summary and evaluation following the post-evaluation conference. The evaluation shall include major items discussed, conclusions reached, and objectives established. A minority report may be submitted. Each member of the evaluation team shall sign either the final evaluation or the minority report. The Division Chairs, North County Coordinator, or Assistant Director shall sign the evaluation and may submit a response.
- 7.13.4.2 If the evaluation report contains one or more ratings of needs improvement or unsatisfactory performance, the Division Chair, North County Coordinator, or Assistant Director shall meet with the Dean of Instruction (or Director) and Assistant Superintendent/Vice President, Instruction to develop a plan for resolution. The evaluation cycle will be repeated in the following semester.
- 7.13.4.3 If, as a result of the subsequent evaluation, the conclusion of the evaluation team is that the needs improvement or unsatisfactory performance has not been resolved, a Division Chair shall be relieved of the position at the end of the current academic year. A North County Coordinator, or Assistant Director shall be relieved of the position at the end of the semester of service.

## **Tenure Review Process**

- 7.14 The tenure review process includes a performance evaluation component (self-evaluation, the peer evaluation, student evaluations, the manager evaluation, and a self-maintained file) and a review/recommendation component. The peer review process is described in sections 7.3 through 7.7. The management evaluation shall include the results of the peer review committee process. The review/recommendation component is conducted by a Joint Tenure Review Committee ("JTRC"). The JTRC consists of two elements, the Division Tenure Committee ("DTC") and the Institutional Tenure Review Committee ("ITRC").
- 7.14.1 The DTC functions as the peer review committee in the evaluation of the contract faculty member who is being considered for tenure and makes appropriate recommendations to the ITRC or the JTRC.
- 7.14.1.1 The DTC shall consist of two faculty members. The first member is appointed by the Division Chair (or the appropriate manager, if there is no Chair). The second member is appointed by the contract faculty member after consultation with the Division Chair (manager) and the first member. (If the Division Chair is a contract faculty member, the first member is appointed by the Academic Senate President (designee) following consultation with the division faculty.)

- 7.14.1.2 DTC members shall be tenured faculty unless the contract faculty member, the Division Chair, and the chair of the ITRC mutually agree to the appointment of a contract faculty member.
- 7.14.1.3 A vacancy on the DTC shall be filled on the same basis as the initial appointment of the DTC member who vacated the position. Except as set forth in section 7.14.1.4, DTC members shall serve for the entire tenure review process.
- 7.14.1.4 The contract faculty member may appoint a replacement for the second member of the DTC in the second or third contract year (but not both). The appointment must be made prior to October 1 of the second or third contract year. The Division Chair and the Vice President, Instruction shall be informed of the replacement in writing not later than October 1 of the year in which the replacement is appointed.
- 7.14.1.5 Decisions and recommendations of the DTC shall be determined by mutual agreement of the members. If there is no mutual agreement, the tiebreaker shall be the Division Chair. If there is no mutual agreement and the Division Chair is a DTC member, the tiebreaker shall be a tenured faculty member who is chosen by majority vote of the division's tenured faculty.
- 7.14.1.6 The DTC may recommend that a contract faculty member be considered for early tenure as provided by sections 7.17.1(a) or 7.18.2(a). In order to receive consideration, each of the criteria of this section must be satisfied.
- The contract faculty member must have been tenured at another College or University or must have eight years (16 semesters) of service as a temporary faculty member in the District.
  - The contract faculty member must have a history of overall "excellent" ratings on the peer evaluations in the District.
  - The contract faculty member's most current peer evaluation must have an overall evaluation rating of "excellent."
  - The current student evaluations must be above the division mean.
- 7.14.2 The ITRC functions as a reviewing body during the contract faculty member's first, second, and third contract years when the DTC recommends that the District enter into a second or third contract or that the District grants tenure at the end of the third contract as provided in Education Code sections 87608 and 87608.5.
- 7.14.2.1 The ITRC shall consist of five members who are appointed on a college-wide basis. Three of the members are tenured faculty appointed by the Academic Senate President but shall not be from the same division. Two of the members are management employees appointed by the Superintendent/ President. The Academic Senate President may serve as an ITRC member. The ITRC chair shall be designated by the Academic Senate President following consultation with the Superintendent/President.
- 7.14.2.2 ITRC members shall serve staggered three-year terms. The ITRC chair may serve an additional year in an ex-officio capacity. A vacancy on the ITRC shall be filled on the same basis as the initial appointment of the ITRC member who vacated the position.
- 7.14.2.3 Decisions and recommendations of the ITRC shall be determined by majority vote, although consensus is desirable. If a decision and recommendation made by the ITRC is contrary to the recommendation of the DTC, the matter shall be forwarded to the JTRC for resolution.
- 7.14.2.4 A vacancy may occur on the Institutional Tenure Committee when a person is unable to serve. A vacancy also occurs when an ITRC member is identified as having both an appointment on the ITRC and on the DTC of a contract faculty member. The Academic Senate President will fill a faculty vacancy or vacancies by appointing regular faculty member(s) or him/herself a specified in the District-CCFT Agreement, section 7.14.2.2 to serve as substitute(s) as needed on the ITRC. The Superintendent/President will fill a

management vacancy or vacancies by appointing management member(s) as specified in the District-CCFT Agreement, section 7.14.2.1 to serve as a substitute(s) as needed on the ITRC.

7.14.3 The JTRC functions as a dispute resolution forum if there is no agreement between the DTC and the ITRC regarding a DTC recommendation that the District enter into a contract faculty member's second or third contract or a DTC recommendation that the District employ a contract faculty member as a regular (tenured) faculty member for all subsequent academic years, as provided in Education Code sections 87608 and 87608.5. The JTRC also acts as a reviewing body during the contract faculty member's first contract and second contract if the DTC recommends that the District not enter into a second or third contract. Finally, the JTRC is responsible for making a recommendation during the period of the third contract that the District, pursuant to Education Code section 87609, either grant tenure or terminate the contract faculty member. The ITRC chair shall chair the JTRC.

7.14.3.1 Consistent with the provisions of this Article, the JTRC chair is responsible for coordination and communication with each DTC chair, establishing the agenda and conducting JTRC meetings, and communicating JTRC recommendations.

7.14.3.2 Decisions and recommendations made by the JTRC shall be determined by majority vote, although consensus is desirable. If a JTRC vote ends in a tie and the deadlock cannot be broken, a majority vote of the DTC shall break the tie and shall constitute the final decision and recommendation of the JTRC.

### **Calendar for Evaluation - Contract (Probationary) Faculty**

7.15 Contract faculty are employed by the District pursuant to Education Code sections 87605, 87608(b), or 87608.5(b); first and second contracts are for a period of one academic year; a third contract is for a period of two academic years. Each contract faculty member who is being considered for tenure shall be evaluated on the following schedule:

7.15.1 Appointments to the contract faculty member's DTC should be made by the fourth week of the first semester of employment.

7.15.2 The class sections, service area, or service function to be evaluated should be designated by the sixth week of the first semester of employment.

7.15.3 The preliminary semester evaluation (including peer, student, and management components) is conducted by the DTC between the appointment of the DTC and the 14th week of instruction. By the end of the 10th week of instruction, contract faculty member's self-maintained file shall be submitted to the DTC. Prior to the end of the 14th week of instruction, the preliminary semester evaluation should be completed and submitted to the contract faculty member for review and comment.

7.15.4 Within the two calendar-week period (no later than the end of the 16<sup>th</sup> week of instruction) following the submission of the DTC's preliminary evaluation, the contract faculty member may respond to the DTC chair. The response may include a request for additions, deletions, or both.

7.15.5 Within one calendar week of the contract faculty member's response to the DTC Chair (and no later than the end of the 17<sup>th</sup> week of instruction), the DTC shall submit a final evaluation for the semester with a recommendation to the ITRC or JTRC, as applicable. The ITRC or JTRC should make a decision regarding the DTC's recommendation by the end of the semester of submission of the DTC's final evaluation and recommendation.

7.15.6 The final evaluation of each contract faculty member, including the recommendation from the ITRC or JTRC shall be transmitted to the Superintendent/President for presentation to the Board of Trustees.



- 7.15.7 If the recommendation of the ITRC or JTRC is that the District not enter into a subsequent contract as provided by Education Code sections 87608, 87608.5, or 87609, the Board of Trustees shall make a final determination regarding the recommendation prior to March 15 of the academic year.
- 7.15.8 Evaluations and recommendations regarding contract faculty shall be forwarded to the Human Resources Office on the same basis as evaluations of other faculty.
- 7.15.9 When a contract faculty member first renders instruction or service in the Spring semester of the academic year, the evaluation process shall include the appointment of the DTC for the employee as provided in section 7.14, inclusive and implementation of the procedures in sections 7.16 and 7.17, inclusive, "Evaluation Procedures - First Contract," as modified:
- 7.15.9.1 The DTC (peer) evaluation, student evaluations, and management evaluation for the semester shall be placed in the personnel file;
- 7.15.9.2 In the Fall semester following evaluation, the procedures of section 7.18 inclusive shall be fully implemented. In addition to the four basic elements (section 7.16 inclusive), the DTC shall consider the student evaluations from the prior Spring semester before it makes "a recommendation regarding future employment" as provided by section 7.18.2.

### **Evaluation Procedures - First Contract**

- 7.16 The evaluation of a contract faculty member for the period of the first contract shall consider five elements: a peer evaluation, student evaluation, management evaluation, a self-evaluation, and a self-maintained file provided by the contract faculty member.
- 7.16.1 The peer evaluation shall be conducted in accordance with the provisions of sections 7.4, 7.5, and 7.6, inclusive. Scheduling the pre-evaluation conference, the evaluation visits, and any follow-up meeting shall be the responsibility of the DTC. Each member of the DTC must observe the contract faculty member on the same basis as set forth in section 7.5.
- 7.16.1.1 For teaching faculty, two different courses shall be selected for evaluation visits except when only one course is taught. The contract faculty member and the DTC shall mutually agree on the courses to be visited and which specific class meetings will be observed.
- 7.16.1.1.1 Specific class meetings to be observed shall be in different sections and different courses if possible. When only one course is taught, at least two separate class sections shall be observed.
- 7.16.1.1.2 If there is no mutual agreement, the contract faculty member and the DTC shall each select one course to be visited and/or specific class meeting to be observed.
- 7.16.1.2 For non-teaching faculty, the time, place, and manner of observation of the service or services to be evaluated shall be mutually agreed to by the contract faculty member and the DTC at least two observations of services shall be conducted.
- 7.16.2 Student evaluations shall be conducted in accordance with the provisions of sections 7.6 and 7.6.1 inclusive.
- 7.16.3 The management evaluation shall be conducted in accordance with the provisions of sections 7.8 through 7.11, inclusive.
- 7.16.4 The DTC will consider the following information to be provided by the contract faculty member:
- A current, detailed resume, including education, professional employment history, professional activities, campus activities and responsibilities (including committee assignments or college governance participation), awards and honors, and community activities;
  - A self-evaluation;

- A self-maintained file, including documentation the contract faculty member deems appropriate (e.g., course syllabi, instructional materials, I.E.P.s, summaries of student evaluations, papers delivered at professional conferences, published papers, committee reports to which the contract faculty member contributed, and, when requested by the DTC, graded student papers;
- Optional letters of recommendation (no more than five). Letters of recommendation must be confidential and must be sent directly to the Human Resources Office by the author; and,
- Other information. If the contract faculty member wishes to gather supporting information from outside the District (other than as set forth in this section), prior approval must be obtained from the JTRC.

7.17 The DTC shall consider each element of the evaluation set forth in section 7.16 inclusive and shall issue an overall evaluation for the semester and a recommendation regarding future employment.

7.17.1 The DTC recommendation is restricted to one of three options: (a) that the District grant tenure to the contract faculty member, (b) that the District offer the contract faculty member employment under a second contract, or (c) that the District not offer the contract faculty member employment for the subsequent academic year.

7.17.1.1 If the DTC recommends option (a) or (c) and if the ITRC agreement is unanimous, the recommendation shall be forwarded to the Superintendent/President for presentation to the Board of Trustees for action as required by Education Code section 87608.

7.17.1.2 If the DTC recommends option (b), the recommendation shall be forwarded to the ITRC for a vote. Following the ITRC vote (or JTRC vote if the DTC and ITRC disagree), the recommendation shall be transmitted to the Superintendent/President for presentation to the Board of Trustees for action as required by Education Code sections 87608 and 87610(a).

7.17.2 Student evaluations will be conducted in the Spring semester on the same basis as during the Fall semester. Spring semester student evaluations will be considered by the DTC during the Fall semester of the second contract evaluation process.

### **Evaluation Procedures - Second Contract**

7.18 The evaluation of a contract faculty member who has been granted a second contract shall consider five to six elements: a peer evaluation, student evaluations (including the prior Spring semester evaluations), the management evaluation, a self-maintained file provided by the contract faculty member, a self-evaluation, and whether problems that were identified or areas that were rated as needs improvement or unsatisfactory in prior evaluations have been addressed and resolved by the contract faculty member. In addition, the evaluation will identify, if necessary, problems which arose subsequent to the evaluations in the first contract period.

7.18.1 The provisions of sections 7.16.1 through 7.16.4.2 and section 7.17, inclusive, shall apply to each evaluation made during the period of the second contract. The provisions of sections 7.18.2 through 7.18.3 complete the evaluation process for the second contract.

7.18.2 The DTC recommendation is restricted to one of three options: (a) that the District grant tenure to the contract faculty member, (b) that the District offer the contract faculty member employment under a third contract, or (c) that the District not offer the contract faculty member employment for the subsequent academic year.

7.18.2.1 If the DTC recommends option (a) or (c) and if the ITRC agreement is unanimous, the recommendation shall be forwarded to the chair of the JTRC for transmittal to the Superintendent/President and presentation to the Board of Trustees for action as required by Education Code sections 87608.5 and 87610(a).

7.18.2.2 If the DTC recommends option (b), the recommendation shall be forwarded to the ITRC for a vote. Following the ITRC vote (or JTRC vote if the DTC and ITRC disagree), the recommendation shall be transmitted to the Superintendent/President for presentation to the Board of Trustees for action as required by Education Code sections 87608.5 and 87610(a).

7.18.3 Student evaluations will be conducted in the Spring semester on the same basis as during the Fall semester. Spring semester student evaluations will be considered by the DTC and the JTRC during the third contract evaluation process.

### **Evaluation Procedures - Third Contract**

7.19 The evaluation of a contract faculty member who has been granted a third contract shall consider five to six elements: a peer evaluation, student evaluations (including prior Fall student evaluations and the student evaluations from the Spring semesters of the second and third contracts), management evaluations, a self-maintained file provided by the contract faculty member, a self-evaluation, and whether problems that were identified or areas that were rated as needs improvement or unsatisfactory in prior evaluations have been addressed and resolved by the contract faculty member. In addition, the evaluation will identify, if necessary, problems which arose subsequent to the evaluations in the second contract period. The procedures contained in sections 7.16.1 through 7.16.4 shall apply to each evaluation made during the period of the third contract. The provisions of section 7.20, inclusive, complete the evaluation process for the third contract.

7.20 Following receipt of evaluation information and materials provided by the DTC, the JTRC shall assume the responsibility of the DTC and shall consider each element of the evaluation set forth in section 7.19 and shall issue an overall evaluation for each Fall semester.

7.20.1 For the Fall semester evaluation in the first year of the third contract, no recommendation will be made with regard to a contract faculty member's future employment with the District. The Spring semester student evaluation in the first year of the third contract will be conducted on the same basis as the Spring semester student evaluations made during the first and second contracts.

7.20.2 The JTRC shall attach a recommendation to the evaluation for the Fall semester of the second year of the third contract. The JTRC shall recommend one of two options: (a) that the District offer the contract faculty member employment as a tenured employee, or (b) that the District not grant tenure to the contract faculty member. There will be no student evaluation for the Spring semester of the second year of the third contract.

7.20.3 If the ITRC does not support the recommendation of the DTC, the JTRC will be formed to make a recommendation to the Superintendent/President for presentation to the Board of Trustees. However, if there is concurrence between the ITRC and the DTC and manager recommendations, the ITRC recommendation shall be transmitted to the Superintendent/ President for presentation to the Board of Trustees for action as required by Education Code sections 87609 and 87610(b).

### **General Provisions**

7.21 While a grievance may be filed alleging a violation of the procedural steps of this Article (except the steps contained in sections 7.3 through 7.7, inclusive), except as set forth in this section no grievance may be filed or considered regarding the contents of a written evaluation. There is one exception to the limitation on filing a grievance regarding the contents of an evaluation as follows:

- The instance in which a grievance may be filed pursuant to the first sentence of Education Code section 87610.1(b).

## **ARTICLE 8: PERSONNEL FILES**

### **Official Personnel Files**

8.1 The official personnel files of each unit member shall be maintained at the District Human Resources Office. The contents of the personnel file shall be kept in the strictest confidence pursuant to the appropriate provisions of the Education Code and the Government Code. Materials in the personnel file which may serve as a basis for affecting a unit member's employment status shall be available for inspection by the unit member or by a representative designated in writing by the unit member.

- 8.1.1 Ratings, reports, or records which were (1) obtained prior to the employment of the unit member, (2) prepared by identifiable selection or evaluation committee members, (3) obtained in connection with a promotional examination, or (4) as otherwise excluded by law shall be excluded from review.
- 8.1.2 A unit member may inspect the personnel file upon request, provided that the request and the inspection are made at a time when the unit member is not required to render service to the District.
- 8.1.3 The Human Resources Office shall maintain a log that indicates the name of any person, excluding employees of the Human Resources Department, who has examined a personnel file, as well as the date on which the file was examined.

### Derogatory Information

- 8.2 Information of a derogatory nature, except information contained in a unit member's evaluation, and information excluded from review pursuant to sections 8.1 and/or 8.1.1, above, shall not be entered or filed in the personnel file, unless and until the unit member is given notice and the opportunity to review and comment thereon.
  - 8.2.1 The unit member shall be afforded the opportunity to meet with the Executive Director of Human Resources or designee to review the derogatory information prior to a determination of the propriety of placement in the personnel file. The review shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction, with the exception that instructional faculty shall not be released from scheduled classroom instruction time.
  - 8.2.2 If the Executive Director of Human Resources determines that the derogatory information is false, inaccurate or misleading, the information shall not be placed in the personnel file. Derogatory information that is based upon an anonymous complaint may not be placed in the personnel file unless the Executive Director of Human Resources concludes that there is a factual basis for the complaint.
  - 8.2.3 If the Executive Director of Human Resources determines that the derogatory information is to be placed in the personnel file, the unit member shall have the right to enter and have attached to any derogatory statement, the unit member's comments thereon within 10 days of the notification set forth in section 8.2.
  - 8.2.4 If a grievance is filed pursuant to ARTICLE 13, GRIEVANCE PROCEDURE, the derogatory information shall not be placed in the personnel file until the completion of the grievance process. The decision rendered at the final level of the grievance procedure shall determine what information, if any, shall be placed in the personnel file.

### General Provisions

- 8.3 When a unit member receives an award, commendation, or recognition from the District related to the unit member's instructional or service performance, notice of the award, commendation, or recognition shall be placed in the personnel file. When the District receives notice of an award, commendation, or recognition of a unit member's instructional or service performance, the unit member shall be provided a copy of the document. In addition, a copy may be provided to the evaluation committee by the unit member.
- 8.4 While a grievance may be filed or considered regarding a violation of the procedural steps of this Article, the substance of materials contained in any personnel file shall not be subject to the grievance procedure.
- 8.5 Upon written request, a unit member shall be furnished with a copy of material in the personnel file, excluding those items encompassed by section 8.1.1. The charge for copies shall be \$.10 per page.

## ARTICLE 9: DISCIPLINARY ACTION

- 9.1 Disciplinary action shall be imposed upon unit members only for just cause and pursuant to the terms of this Article. The provisions and procedures of this Article shall not apply to a suspension or dismissal action instituted pursuant to Education Code section 87660, et seq., or to a dismissal pursuant to Education Code section 87730, et seq.
- 9.1.1 Any disciplinary action should be reasonably related to the nature of the offense committed by the faculty member and should take into account prior discipline imposed on the faculty member (if any).
- 9.1.2 The terms "disciplinary action" and "discipline" as used in this Article shall mean, a letter of warning, a letter of reprimand, or a loss of an extra pay assignment or "R" and/or "T" salary factor when any of these actions is taken as a result of an offense committed by the faculty member.
- 9.1.2.1 The following are not considered disciplinary actions and are specifically excluded from the provisions and procedures of this Article: oral warning, incident report, or deduction of pay for being absent without leave (AWOL) in the absence of any other discipline.
- 9.1.2.2 Also specifically excluded from the provisions and procedures of this Article are actions taken by the District as part of the process of performance observation, review, or evaluation pursuant to the provisions of ARTICLE 7, EVALUATION PROCEDURES AND TENURE REVIEW PROCESS, or the placement of materials in the District's personnel file pursuant to the provisions of ARTICLE 8, PERSONNEL FILES.
- 9.1.3 No disciplinary action shall be taken for any cause that arose more than two years preceding the date of the notice of disciplinary action unless the cause was concealed or not disclosed by the faculty member when it reasonably could be assumed that the faculty member should have disclosed the facts to the District. Further, with regard to a tenured regular faculty member, no disciplinary action shall be taken for any cause that arose prior to the regular faculty member becoming a tenured employee, unless the cause was concealed or not disclosed by the faculty member when it reasonably could be assumed that the faculty member should have disclosed the facts to the District.

### Pre-Discipline Investigation

- 9.2 Any matter that could result in the imposition of discipline or any recommendation for disciplinary action shall be brought to the attention of the Superintendent/President. The Superintendent/President or designee shall investigate the matter and shall hold an informal meeting with the faculty member or, if requested by the faculty member, with the faculty member and a representative.
- 9.2.1 Except in unusual circumstances, the meeting shall be held within 10 days after the matter has been brought to the Superintendent/President's attention. The reason for a delay beyond the 10-day limit shall be communicated in writing by the party who requests the delay. The faculty member shall be informed of the right to be accompanied to the meeting by a representative. If the faculty member elects not to be represented by a representative, the faculty member shall sign a statement to that effect.
- 9.2.2 As a part of the investigation, the faculty member shall be notified in writing of the allegations and shall be given an opportunity to respond to the allegations (including a copy of any relevant document on which the allegations are based) and to comment as to the appropriate disposition of the matter. Reasonable efforts will be made to conclude the investigation in a timely manner.

### Notice of Discipline

- 9.3 Within 10 days of the conclusion of the investigation, the Superintendent/ President shall give the faculty member a written notice of intended disciplinary action.
- 9.3.1 The notice shall be personally served upon the faculty member and shall be signed for and dated upon receipt, or it shall be sent by United States certified mail, return receipt requested, addressed to the faculty member at his or her last known address.

- 9.3.2 Where the faculty member has utilized the services of a representative during the investigation, the representative shall also be sent a copy of the notice.
- 9.3.3 The notice shall inform the faculty member of the charges as well as the effective date of discipline, which shall be not less than six days after service of the notice. The notice shall contain a statement of the specific acts and/or omissions upon which the intended disciplinary action is based, and if it is claimed that the faculty member has violated a District rule or regulation, the rule or regulation shall be set forth in the notice.
- 9.3.4 The notice shall inform the faculty member of the faculty member's right to demand an appeal hearing before the Board of Trustees (or an arbitrator pursuant to section 9.4.2) and the time in which the hearing must be demanded, which shall be not less than five days after service of the notice.
- 9.3.5 The notice shall also contain a form, the signing and filing of which shall constitute a demand for hearing and denial of all charges. If the demand for a hearing is filed before the deadline, the intended disciplinary action shall be stayed pending resolution of the appeal. Failure to file the demand for a hearing as set forth in the notice shall constitute a waiver of the right to an appeal and the discipline shall be final.

### Appeal of Disciplinary Action

- 9.4 If the faculty member files the demand and denial, the following shall apply:
  - 9.4.1 If the faculty member elected not to be represented as set forth in section 9.2.1, or if the Exclusive Representative did not elect to proceed before an arbitrator, the appeal hearing shall be conducted by the Board of Trustees pursuant to the following:
    - 9.4.1.1 The burden of proof to support the discipline rests with the District.
    - 9.4.1.2 The faculty member, and a representative if the faculty member desires, may present evidence or argument to the Board, or to a Hearing Officer designated by the Board, prior to the Board making a decision.
    - 9.4.1.3 Following the appeal hearing, the Board shall adopt, modify, or reject the discipline.
    - 9.4.1.4 The Board's decision shall be in writing and shall set forth the findings of fact, conclusions, and reasons for the Board's determination.
    - 9.4.1.5 If the Board either modifies or rejects the discipline, the faculty member's personnel records shall be adjusted to reflect the Board's decision.
    - 9.4.1.6 The decision of the Board shall be final.
  - 9.4.2 If the faculty member is represented by the Exclusive Representative, the appeal hearing shall be before an arbitrator selected by mutual agreement as provided by Education Code section 87674.
    - 9.4.2.1 The Exclusive Representative shall have 10 days from receipt of the notice to inform the District of its election to proceed before an arbitrator.
    - 9.4.2.2 The arbitrator shall hold a hearing and shall issue written findings of fact, conclusions, and an advisory recommendation to the Board of Trustees. A copy of the arbitrator's findings, conclusions, and recommendation shall be provided to the faculty member and to the Exclusive Representative.
    - 9.4.2.3 Thereafter, the Board shall consider the arbitrator's findings, conclusions, and recommendation and shall make a final determination on the disciplinary action.

- 9.4.2.4 The District and the Exclusive Representative shall share the per diem and expense costs of the arbitrator. Each party shall bear all other costs of its own case.

## **General Provisions**

- 9.5 When the Superintendent/President determines that cause exists, a faculty member may be placed on administrative leave or may be suspended immediately on an emergency basis prior to the completion of the procedures set forth in sections 9.3 and/or 9.4.
- 9.5.1 In the case of an administrative leave or immediate suspension, the leave or suspension and any denial of compensation shall be an issue in the appeal hearing, if one is requested by the faculty member.
- 9.5.2 An administrative leave or immediate suspension shall be limited to 90 days.
- 9.6 All information and proceedings regarding any of the above actions or proposed actions, shall be kept as confidential as possible by all parties to the proceeding. The notification to the faculty member and to the faculty member's representative as set forth in sections 9.3.1 and 9.3.2 shall not be deemed a violation of the terms of this section.
- 9.7 Nothing contained within this procedure shall be interpreted to deny a faculty member the right to seek judicial review of a disciplinary action following completion of the procedures contained in this Article.

## **ARTICLE 10: SAFETY CONDITIONS OF EMPLOYMENT**

- 10.1 Safety is a mutual concern to both faculty members and to the District. The District will make reasonable efforts to provide a place of employment that is safe pursuant to state and federal safety regulations. Faculty members shall comply with all state and federal laws, and standard safety practices implicit in maintaining a safe working environment. Faculty members recognize their responsibility to follow safe working procedures, to utilize appropriate safety gear and to submit written reports of unsafe working conditions.
- 10.1.1 Faculty members shall observe normally acceptable safety precautions in the performance of assigned duties, shall attempt to correct potential unsafe conditions as detected, and shall report any detected potential unsafe conditions directly to their immediate supervisor in writing. When a faculty member reasonably believes that dangerous condition exists in the faculty member's assigned classroom, laboratory, office, or assigned work area, the faculty member shall ensure that no other faculty, staff or students are at risk, shall secure the affected area, and shall immediately report the dangerous condition to the department or division supervisor or designee.
- 10.1.1.1 Any on-the-job disputes over safety conditions that cannot be resolved between the faculty member and the area supervisor will be addressed to the District safety officer or designee. No faculty member shall be required to return to the work location until the District safety officer or designee determines that the location is safe.
- 10.2 The District safety officer designated by the Superintendent/President is the Vice President of Administrative Services. The District safety officer is liaison to the Joint Campus Safety & Environmental Committee, which is a part of the college governance structure.
- 10.3 The District and the Exclusive Representative agree that a grievance or complaint regarding the interpretation or application of section 10.1, inclusive, may not be filed or processed as a grievance pursuant to ARTICLE 13, GRIEVANCE PROCEDURE, if a State or Federal safety agency has investigated and has made a recommendation or finding regarding the subject of the complaint.

## **ARTICLE 11: RIGHTS OF THE EXCLUSIVE REPRESENTATIVE**

### **General Rights**

- 11.1 The Exclusive Representative shall have reasonable use of District facilities, including bulletin boards and

equipment in accordance with the following conditions.

- 11.1.1 Pursuant to Civic Center Act requirements, and current District facility use procedures, submission of a written request and approval by Administrative Services shall be required for the use of all buildings or rooms and/or equipment. The President or designee of the Exclusive Representative shall make all written requests for use of facilities.
- 11.1.2 A reasonable charge may be assessed the Exclusive Representative for the duplicating of public documents and/or materials of the Exclusive Representative.
- 11.2 The Exclusive Representative may post notice of activities and matters of organization business on bulletin boards in faculty office areas consistent with applicable law.
  - 11.2.1 The Exclusive Representative may utilize faculty mailboxes for communication with its members and other unit members consistent with applicable law. The Exclusive Representative shall be responsible for placing the communications in the mailboxes. If the communication is to faculty at a site other than the main campus, the Exclusive Representative shall be responsible for transporting the communications to and placing them in the mailboxes.
  - 11.2.2 The District will provide the Exclusive Representative with a list of the names, addresses, and telephone numbers of unit members within 15 days of the beginning of each semester.
- 11.3 The District shall provide a copy of the Board of Trustees meeting Agenda and support material (with the exception of confidential or personnel matters) to the President of the Exclusive Representative at the same time the material is sent to members of the Board.
- 11.4 The District agrees to provide 1.8 FTE reassigned time to the Exclusive Representative for the purpose of conducting union business and contract management (including grievance processing).
  - 11.4.1 The Exclusive Representative 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 (in the event of resignation or absence for other reasons of those originally designated), the Exclusive Representative will promptly notify the District, in writing, with information for such substitutes.
  - 11.4.2 The total amount of reassigned time that may be allocated to an individual faculty member for any function or activity (combination of functions or activities) in any semester shall be limited to .60 FTE.

### **Authorized Representatives**

- 11.5 A faculty member who is an authorized representative of the Exclusive Representative shall have access to areas in which other faculty members work in order to transact official business at times when the representative and the other faculty members are not rendering services to the District.
  - 11.5.1 The Exclusive Representative agrees that authorized representatives shall not disturb, disrupt, or otherwise interfere with the work of any faculty members.
  - 11.5.2 The Exclusive Representative shall notify the District in writing of the name of each authorized faculty representative who has the authority to speak on behalf of the Union in matters related to this Agreement, including the processing of grievances. Such notice will be transmitted in writing within 30 days of the execution of this Agreement. The Exclusive Representative further agrees to notify the District in writing of any change of authorized representatives.

### **Appointments to Committees**

- 11.6 The appointment of representatives of the Exclusive Representative as members of regular college committees shall be made on the basis set forth in this section.
  - 11.6.1 The appointment of faculty members to serve on the following college committees dealing with academic



and professional matters related to the scope of representation and/or matters exclusively within the scope of representation shall be made by the President of the Exclusive Representative after collegial consultation with the Superintendent/President.

- 11.6.1.1 Benefits - of the six faculty members, six appointees.
- 11.6.1.2 Planning and Budget - Of the nine faculty members, three appointees.
- 11.6.1.3 Sabbatical Leave - Of the five faculty members, two appointees, plus one appointee appointed jointly with the Academic Senate.
- 11.6.1.4 Campus & Environmental Safety - Of the three faculty members, three appointees.
- 11.6.1.5 Faculty Professional Development - of the seven faculty members, three appointees, plus one appointee appointed jointly with the Academic Senate.
- 11.6.1.6 Program Planning and Review - Of the six faculty members, 1 appointee.
- 11.6.1.7 District Calendar - Of the four faculty members, four appointees.
- 11.6.1.8 College Council - The President of the Exclusive Representative or designee shall be appointed.
- 11.6.1.9 All other and/or new College committees which composition includes CCFT designated representation - number of appointees to be negotiated.
- 11.6.1.10 The parties specifically agree that the district has no further duty or obligation to bargain over the decisions or the effects of decisions made by the committees designated in sections 11.6.1 through 11.6.1.6.
- 11.6.1.11 In the event that a committee designated in sections 11.6.1 through 11.6.1.6 is unable to reach an agreement on a matter initially proposed by the appointee or appointees of the Exclusive Representative that would change the status quo with regard to that particular matter, the Exclusive Representative, on written notice to the District, may remove the specific matter from the committee for district negotiations with the District. The terms of this section shall apply only at times when the District and the Exclusive Representative are actively engaged in contract negotiations.

11.6.2 The President of the Exclusive Representative or designee shall be appointed to the College Council.

11.6.3 Commencing with the 2005-2006 academic year, the Exclusive Representative shall appoint one person (who has volunteered for committee work) to serve as the Exclusive Representative's appointee and participate in the Planning and Budget Committee.

11.7 The appointment of faculty members to serve on ad hoc District committees shall be made as provided by the terms of the agreement or understanding relating to the specific purpose of the committee.

11.8 If a faculty member who is appointed to a committee pursuant to the provisions of sections 11.6.1 through 11.6.1.11 is unable to serve; a replacement shall be appointed at the request of the Exclusive Representative. The appointment of a replacement shall be by the same process as the original appointment.

11.9 There are no substitutes, designees, or proxy votes for committee members who are unable to attend a committee meeting or meetings.

### **Payroll Deduction of Union Membership Dues**

11.10 The District will deduct from the pay of faculty and pay to the Exclusive Representative the normal and regular monthly Union membership dues, fees and assessments as voluntarily authorized in writing by each faculty member

on a District-approved form subject to the following conditions:

- 11.10.1 Such deduction shall be made only upon submission of the form to Administrative Services, duly completed and executed by the faculty member and the Exclusive Representative.
- 11.10.2 The District shall not be obligated to put into effect any new or changed deduction submitted by a faculty member until the pay period commencing 15 days or more after receipt of the form.
- 11.10.3 Upon remitting the deductions requested by the Exclusive Representative and authorized by the member pursuant to the provisions of this Article, the District has fulfilled its entire obligation relative to said deductions.
- 11.10.4 The Exclusive Representative hereby agrees to indemnify and hold the District, its officers, agents, and employees harmless from any claim, demand, action, or liability which may result from or in any way relate to deducting Union dues, fees, and assessments and transmitting them to the Exclusive Representative.

### **Purchase of Additional Leave Time for CCFT**

- 11.11 CCFT may purchase additional leave time pursuant to the provisions of the Education Code. For the first sixty percent (60%) of a full-time load additionally purchased by CCFT, the District shall charge the actual replacement costs to CCFT. For additional leave time above sixty percent (60%) purchased by CCFT, CCFT must pay the District an amount equal to the salary, benefits, and fringe amounts associated with the person receiving such additional leave time (e.g., full-time faculty calculated from full-time faculty salary schedule), and not the actual replacement costs.

## **ARTICLE 12: RETAINED RIGHTS OF THE DISTRICT**

- 12.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine the organizational structure; determine the times and hours of operation; determine the type and level of service to be provided and the method and means of providing them; establish the District's educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and types of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work as legally allowed under the Education Code and the Government Code, and take action on any matter in the event of an emergency; in addition, the District retains the right to hire, assign, classify, evaluate, promote, terminate, discipline, layoff, and reduce service of employees.
  - 12.1.1 The exercise of foregoing powers, rights, authority, duties, and responsibilities by the District, and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
  - 12.1.2 The District retains its right to temporarily amend, modify, or rescind policies and practices set forth in this Agreement in emergency circumstances arising from extraordinary unforeseen events (e.g., earthquake, fire, or flood). The District shall restore the original policies or practices affected by implementation of section 12.1.2 as soon as reasonably possible after the emergency ends.
    - 12.1.2.1 The Exclusive Representative shall be notified of the District's determination to exercise the rights set forth in section 12.1.2 in writing within two days of the District's decision. The notification shall identify the affected section or sections of this Agreement, the form of the amendment, modification, or rescission, and the reason or reasons for the District's action.
    - 12.1.2.2 The District agrees to meet with the Exclusive Representative on demand to negotiate the effects of the District's decision.

- 12.2 The exercise of any right reserved to the District herein in a particular manner of the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner at a different time.
- 12.3 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance procedures set forth in this Agreement, except by application of ARTICLE 14, CONCLUSION, section 14.1.2, inclusive.

## **ARTICLE 13: GRIEVANCE PROCEDURE**

### **General Provisions**

- 13.1 A grievance may be filed by a unit member or by the Exclusive Representative on behalf of a unit member who has signed a written request for representation. An action to challenge the application of Board policies (except as incorporated by the District in a disciplinary action taken pursuant to ARTICLE 9), administrative directives, rules, or procedures over matters not contained in this Agreement are not grievances under the provisions of this Article and shall be undertaken pursuant to such separate administrative procedures as established by the Board of Trustees.
- 13.2 The grievant may elect to be represented by the Exclusive Representative at all formal levels of the grievance procedure and must inform the District in writing.
- 13.2.1 The grievant, a designated bargaining unit representative, and witnesses employed by the District, if any, participating in the processing of the grievance, shall suffer no loss in pay while attending meetings or appointments necessitated by the grievance which are mutually scheduled by the District and the Exclusive Representative.
- 13.2.2 A unit member may present a grievance to the District and have such grievance adjusted without the intervention of the Exclusive Representative. If the unit member elects not to be represented by the Exclusive Representative, the unit member shall sign a waiver to that effect.
- 13.2.3 Any adjustment shall not be inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response. The response shall be filed within 20 days.
- 13.3 Once a grievance has been initiated, all matters of dispute relating to its which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.
- 13.4 Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level.
- 13.4.1 Time limits may be extended or shortened by mutual written agreement of the grievant and the Superintendent/President.
- 13.4.2 If a Level One grievance or Level Two appeal is filed within five days of the beginning of winter recess or summer recess, the time lines set forth in sections 13.7.3, 13.7.4, 13.8.2.1, 13.8.3, 13.8.4.4, or 13.9, as applicable, shall not toll during the recess period.
- 13.5 No reprisal will be taken by the District or the Federation against any grievant or participant in the grievance procedure by virtue of such participation.
- 13.5.1 Forms and documents prepared solely for the processing of a grievance which would not in the normal course of business be filed in a unit member's personnel file, shall be maintained in a separate file and shall not be placed in the personnel file. The grievant or representative may inspect the material related to the

grievance that is contained in the file and may copy the material as provided by ARTICLE 8, PERSONNEL FILES, section 8.5.

13.5.2 Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

13.6 Prior to filing a formal grievance, and within 10 days after the grievant knows, or reasonably should have known of the circumstances which form the basis of the grievance, the unit member shall discuss the problem with the immediate supervisor or the area administrator if the immediate supervisor is unavailable. The immediate supervisor shall attempt to informally resolve the grievance and shall respond verbally within five days of the meeting.

13.6.1 If a grievance arises at a level above the unit member's immediate supervisor, the initial filing, which shall comply with the provisions of Level One, shall be made at Level Two.

13.6.2 If at any time during the processing of a grievance prior to the conclusion of Level Two, one or more other grievances are timely filed by two or more-unit members involving the same or essentially the same facts and issues, the Superintendent/President may determine that the later filed grievances shall be consolidated with and heard together starting at the level at which the earliest grievance is then pending.

### Level One

13.7 If the informal discussion does not resolve the grievance, a formal level grievance may be initiated not later than 20 days after the unit member knew of the act or omission giving rise to the grievance. The grievant shall file a Level One grievance in writing with the immediate supervisor or area administrator.

13.7.1 The grievance shall include the following information:

- The grievant's name.
- The date of the filing.
- The date of the alleged violation.
- The specific Article or Articles or section or sections violated.
- Brief description of the alleged violation.
- Brief synopsis of the informal conference.
- The specific relief requested.
- The unit member's signature.

13.7.2 A grievance not containing the required information shall be rejected as being improperly filed. Such rejection shall not extend the time limits of this Article.

13.7.3 At the request of the grievant, the immediate supervisor may conduct a formal conference with the grievant within 20 days of the filing of the grievance.

13.7.4 The supervisor shall communicate a written decision to the grievant within five days of the formal conference.

13.7.5 If the supervisor does not meet with the grievant as provided or does not communicate a decision within the time limit, the grievance shall be deemed to be denied and the grievant may appeal to Level Two.

### Level Two

13.8 If the grievance is denied at Level One, the grievant may file a Level Two written appeal to the Superintendent/President or designee within 10 days of the Level One denial.

13.8.1 The appeal shall contain all materials filed in Level One and the decision, if any, accompanied by a specific and concise statement of the reason for the appeal.

- 13.8.2 The appeal shall also state the grievant selection to proceed at Level Two by either (1) a meeting with the Superintendent/President or designee or, (2) conciliation by the California State Conciliation Service. The election of one option shall exclude the other. If the grievant does not elect to proceed by conciliation, the Superintendent/President or designee may elect to do so and shall advise the grievant within 10 days of the filing of the appeal.
- 13.8.3 A meeting between the Superintendent/President or designee and the grievant shall be held within 10 days of the filing of the appeal. The Superintendent/President or designee shall transmit to the grievant within 10 days of the meeting a written decision including the reasons for the decision.
- 13.8.4 Where the grievance proceeds by conciliation, the conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.
- 13.8.4.1 The conciliator shall attempt to find a mutually acceptable resolution to the grievance.
- 13.8.4.2 The conciliator shall not issue any public statements of fact or opinion on the issue.
- 13.8.4.3 Conciliation or settlement positions of either party shall not be introduced at any other grievance level.
- 13.8.4.4 Within 10 days of the conciliation session, the Superintendent/ President or designee shall transmit to the grievant a written decision including the reasons for the decision. If the conciliation has produced a mutually acceptable solution, that solution shall be the Superintendent/President's or designee's decision.
- 13.8.5 If the Superintendent/President or designee does not transmit a written decision within the time limit, the grievance shall be deemed to be denied.

### Level Three

- 13.9 A grievance that has been denied at Level Two may be submitted to arbitration by the Exclusive Representative pursuant to the provisions of the Code of Civil Procedure, section 1280, et seq. The submission shall be made within 10 days of the Level Two denial. The Arbitrator shall be selected from the panel of the California State Mediation and Conciliation Service.
- 13.9.1 The arbitration process established by this Agreement is limited by the following provisions of this section:
- 13.9.1.1 If a grievant who filed a grievance utilized the provisions of section 13.2.2 and 13.2.3 and is satisfied with the Level Two decision, the Exclusive Representative is barred from instituting the arbitration procedure provided that the Level Two decision does not violate this Agreement or does not create a precedent.
- 13.9.1.2 The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue or issues submitted in the original grievance filing, any matter incorporated pursuant to section 13.3, and any procedural objections made by the District. The arbitration shall not determine any other issue or issues.
- 13.9.1.3 An Arbitrator shall have no power or authority to hear a grievance regarding any of the following matters:
- 13.9.1.3.1 Any Article, issue, or matter that is excluded from utilizing the grievance procedure of this Article by terms of the particular Article, issue, or matter.
- 13.9.1.3.2 The promulgation of rules or procedures for the implementation of this Agreement.
- 13.9.1.3.3 A decision to not reemploy or to not reassign a faculty member to a Division Chair, or Assistant Director position, except as provided by ARTICLE 7,

- 13.9.2 If a question arises as to the arbitrability of a grievance that has been submitted to arbitration, the Arbitrator shall rule on that issue at a separate hearing if the District and the Exclusive Representative mutually agree to the separate arbitration prior to a hearing on the merits of the grievance.
- 13.9.3 Following a hearing on the merits of the grievance, the Arbitrator shall issue a written Decision and Award which sets forth the Arbitrator's findings of fact, reasoning, and conclusions on the precise issue or issues submitted. In rendering the Decision and Award, the Arbitrator shall be limited as follows:
- 13.9.3.1 Where the District has made a judgment involving the exercise of discretion, the Arbitrator shall review the District's decision solely to determine whether the decision violated the Agreement. The Arbitrator's judgment shall not be substituted for the judgment of the District.
- 13.9.3.2 The Arbitrator shall not issue any statement of opinion or conclusion that is not essential to the determination of the issue or issues submitted.
- 13.9.3.3 When the Arbitrator is required to interpret a provision or provisions of this Agreement, the Arbitrator may not consider authorship of the provision.
- 13.9.4 The Arbitrator's Decision and Award may include restitution, financial reimbursement, or other proper remedy, except fines or penalties. The Arbitrator's Decision and Award, which is final and binding, shall be submitted to the District and the Exclusive Representative for review and implementation.
- 13.9.5 The parties shall share the per diem charge and expense costs of the Arbitrator and the case administration fee, if any, equally. Each party shall bear all other costs of its own case.

## ARTICLE 14: CONCLUSION

### Completion of Negotiations

- 14.1 This Agreement represents complete collective bargaining and full agreement by the District and the Federation with respect to wages, hours of employment, and all other terms and conditions of employment which shall prevail during the term or terms hereof. This Agreement expresses the entire understanding between the parties and supersedes all previous agreements between them, written or oral. Any matter or subject not herein covered has been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.
- 14.1.1 Except as provided by section 14.1.2, inclusive, the parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters may have been proposed and later withdrawn.
- 14.1.2 The District agrees that it will not change any "term and condition of employment" (including those contained in Board Policy) as defined in the Act without notifying the Exclusive Representative of the intended change in writing. The Exclusive Representative must make a written demand to bargain the effect of the change within 10 days of the notice that the change is being made or the right of the Exclusive Representative to meet and negotiate as to the specific matter shall be waived. The District agrees that it will meet and negotiate at a mutually acceptable time following receipt of the written demand.

### Past Practice

- 14.2 The specific provisions of this Agreement shall prevail over any past practice or procedure. Where a District Board Policy, published administrative directive, rule or procedure conflicts with a term or terms of this Agreement, the specific provisions of this Agreement shall supersede that portion of the Policy, directive, rule, or procedure and the Policy, directive, rule or procedure shall not be applicable to faculty members. When references are made to

statutes (e.g., Education Code, Government Code, Civic Center Act), such reference is informational only and does not subject the provision of such statutes to the grievance processes of this Agreement. In addition, the reference includes the successor to the cited provision or provisions.

### **Severability and Savings**

- 14.3 In the event that any provision or provisions of this Agreement are found to be contrary to law by a court of competent jurisdiction, such provision or provisions of this Agreement shall be severed from this Agreement, but all other provisions of this Agreement shall continue in full force and effect.

### **Continuation of Economic Benefits**

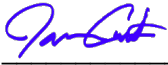
- 14.4 Upon expiration of this Agreement, or of any interim salary or fringe benefit payment article, employees who are reemployed for the following year shall be paid the same salary as for the final (or interim) year of the Agreement, until such time as a new Agreement is ratified by the parties or the duty to bargain has been completed. Dollar amounts specified herein for the payment of fringe benefits shall be the same pursuant to this section.

### **Duration of Agreement**

- 14.5 This Agreement shall be in full force and effect from July 1, 2023 through June 30, 2025, after which this Agreement shall continue on a month-to-month basis until a new agreement has been ratified by the parties.

## RECOMMENDED FOR RATIFICATION

For the District:



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JASON CURTIS, Ph.D.  
Assistant Superintendent/Vice President,  
Instruction

*Melissa Richerson*

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MELISSA RICHERSON  
Assistant Superintendent/Vice President,  
Human Resources



Dr. Elizabeth Coria (Aug 30, 2023 09:08 PDT)

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ELIZABETH CORIA, Ed. D  
Assistant Superintendent/Vice  
President, Student Success and Support  
Programs



Daniel Troy (Aug 29, 2023 16:30 PDT)

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DAN TROY  
Assistant Superintendent/Vice President,  
Administrative Services

For the Exclusive Representative:



Heather Tucker (Sep 8, 2023 09:45 PDT)

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HEATHER TUCKER  
Chief Negotiator, Vice President, CCFT

*Heidi Webber*

---

HEIDI WEBBER  
Bargaining Team



---

GREG BAXLEY, Ph.D.  
President, CCFT

*Nancy Steinmaus*

---

NANCY STEINMAUS  
Bargaining Team



## RATIFICATION AND ACCEPTANCE

By their signatures below, the signatories certify that they are authorized representatives of either the Employer or the Exclusive Representative as the contracting parties, that all actions necessary for the Employer or the Exclusive Representative to ratify and accept this contract as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need for further ratification and acceptance.

For the Exclusive Representative:



Sep 1, 2023

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Greg Baxley, Ph.D. President  
CUESTA COLLEGE FEDERATION OF TEACHERS, AFT Local 4909

Date

For the Employer:



Sep 1, 2023

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Jill Stearns, Ph.D.  
Superintendent/President  
SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT

Date

## Appendices

### APPENDIX A: Definitions

The definitions set forth in this Appendix apply to each Article and section of this Agreement except where an individual Article or section contains a specific and different definition of the same word or phrase.

- A. "Academic Year" is the period from the first workday of the Fall semester to the last work day of the following Spring semester.
- B. "Contract faculty member" refers to probationary status of a regular faculty member.
- C. "Day" is a day when the District office is open for business.
- D. "Distance Education" is an instructional mode in which the instructor and students in a regular class section are separated by distance and interact primarily through the use of communication technology as provided by California Code of Regulations, Title V.
- E. "District" or "Employer" means the San Luis Obispo County Community College District, its officers, agents, or representatives or their respective designees.
- F. "Dual Assignment" is a regular assignment to more than one designated campus/center site (e.g., San Luis Obispo, North County) during the employee's regular work week.
- G. "Faculty" or "unit" refers to all employees who are included in the unit referred to in Article 2 and are covered by the terms and provisions of this Agreement.
- H. "Faculty member" or "unit member" refers to an individual regular or temporary employee who is included in the unit referred to in Article 2 and are covered by the terms and provisions of this Agreement.
- I. "Fiscal year" is the period from July 1 of one calendar year to June 30 of the following calendar year.
- J. "FTE" refers to full-time equivalent.
- K. "FTEF" refers to full-time equivalent faculty.
- L. "FTES" refers to full-time equivalent student.
- M. "Full-time temporary faculty" means an individual who has been hired on a full-time basis for not more than one academic year in accordance with Education Code sections 87481 or 87482 and who is not a regular faculty member as defined.
- N. "Grievance" is a written allegation by a faculty member that he or she has been adversely affected by a violation, misapplication, or misinterpretation of an express provision or provisions of this Agreement.
- O. "Grievant" is a member of the bargaining unit who files a grievance or the Exclusive Representative.
- P. "Immediate supervisor" is the non-unit manager with immediate jurisdiction over the grievant.
- Q. "Member of the immediate family" means the mother, father, grandmother, grandfather, or grandchild of the faculty member or of the spouse of the faculty member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the faculty member, or any relative living in the immediate household of the faculty member. Also included in the definition are step or foster children or parents of the faculty member or spouse. For the purposes of bereavement leave, the definition of "immediate family" shall include the aunt, uncle, nephew or niece or domestic partner of the faculty member.

- R. "MIS" refers to the District's management information system which provides data to the State Chancellor's office management information system.
- S. "Overload assignment" is an assignment for extra pay in excess of the normal assignment of a full-time unit member.
- T. "Promotion" is a change in the placement of an employee into a different assignment, department, or division that includes an increase in the employee's compensation.
- U. "Registered Domestic Partner" means a partner registered pursuant to Section 297 et seq. of the California Family Code.
- V. "Regular position" refers to tenure track.
- W. "Regular faculty member" refers to either tenured or contract (probationary).
- X. "Split Assignment" is a regular assignment to more than one designated campus/center site (e.g., San Luis Obispo, North County) on a scheduled workday of the affected faculty member.
- Y. "Spouse" means the legally recognized husband or wife of the subject individual.
- Z. "State Chancellor" means the office of the Chancellor of the California Community Colleges.
- AA. "Superintendent/President" includes the designee of the Superintendent/ President.
- BB. "Team Teaching/Co-Teaching" is instruction provided by more than one faculty member. In a team-teaching arrangement, each instructor is responsible for his or her individual component of the class. In a co-teaching arrangement, all instructors are jointly responsible for the entire class.
- CC. "Temporary faculty member" refers to faculty employed for up to 60% of a full-time equivalent faculty assignment in accordance with Education Code section 87482.5. A temporary faculty member may be employed for more than 60% of a full-time equivalent faculty assignment as provided by Education Code section 87482.
- DD. "WSCH" refers to weekly student contact hours, the accumulation of instruction contacts hours by census week, positive attendance, daily census or independent study/work experience (525 WSCH equals one FTES).

## APPENDIX B-1: 175 Day Faculty Salary Schedule

SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT  
CUESTA COLLEGE  
B-1 175 DAY FACULTY SALARY SCHEDULE 2023 - 2024  
Effective date: July 1, 2023

Steps	COLUMN A - B.A.	COLUMN B - M.A.	COLUMN C - B.A. + 45 Units & M.A.	COLUMN D - B.A. + 60 Units & M.A.	COLUMN E - B.A. + 75 Units & M.A.	COLUMN F - B.A. + 90 Units & M.A.	COLUMN G - Doctorate
3	64,582	67,799	71,017	74,232	77,472	80,661	83,853
4	67,799	71,017	74,232	77,472	80,661	83,853	87,066
5	71,017	74,232	77,472	80,661	83,853	87,066	90,287
6	74,232	77,472	80,661	83,853	87,066	90,287	93,498
7	77,472	80,661	83,853	87,066	90,287	93,498	96,715
8	80,661	83,853	87,066	90,287	93,498	96,715	99,924
9	83,853	87,066	90,287	93,498	96,715	99,924	103,134
10	87,066	90,287	93,498	96,715	99,924	103,134	106,356
11	90,287	93,498	96,715	99,924	103,134	106,356	109,574
12	93,498	96,715	99,924	103,134	106,356	109,574	112,776
13	96,715	99,924	103,134	106,356	109,574	112,776	116,071
14	99,924	103,134	106,356	109,574	112,776	116,071	119,460
15	99,924	103,134	106,356	109,574	112,776	116,071	119,460
16	99,924	103,134	106,356	109,574	112,776	116,071	119,460
<u>Step Increase</u>							
17	104,739	108,109	111,492	114,869	118,233	121,691	125,251
18	104,739	108,109	111,492	114,869	118,233	121,691	125,251
19	104,739	108,109	111,492	114,869	118,233	121,691	125,251
<u>Step Increase</u>							
20	109,794	113,333	116,884	120,431	123,963	127,593	131,331
21	109,794	113,333	116,884	120,431	123,963	127,593	131,331
22	109,794	113,333	116,884	120,431	123,963	127,593	131,331
<u>Step Increase</u>							
23	115,101	118,816	122,545	126,269	129,978	133,790	137,715

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

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

Newly employed faculty shall be placed on the appropriate column and step no lower than step 3 of the applicable faculty salary schedule

*Salary schedules are Board of Trustees approved at the start of each fiscal year. Individual job descriptions and their salary ranges are board approved throughout the year, and the salary schedules are updated to reflect each approved change when necessary.*

## APPENDIX B-1b: 197 Day Faculty Salary Schedule

SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT  
CUESTA COLLEGE  
B-1b 197 DAY FACULTY SALARY SCHEDULE 2023 - 2024  
Effective date: July 1, 2023

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	70,676	74,214	77,753	81,290	84,854	88,361	91,874
4	74,214	77,753	81,290	84,854	88,361	91,874	95,408
5	77,753	81,290	84,854	88,361	91,874	95,408	98,952
6	81,290	84,854	88,361	91,874	95,408	98,952	102,483
7	84,854	88,361	91,874	95,408	98,952	102,483	106,021
8	88,361	91,874	95,408	98,952	102,483	106,021	109,550
9	91,874	95,408	98,952	102,483	106,021	109,550	113,082
10	95,408	98,952	102,483	106,021	109,550	113,082	116,612
11	98,952	102,483	106,021	109,550	113,082	116,612	120,167
12	102,483	106,021	109,550	113,082	116,612	120,167	123,689
13	106,021	109,550	113,082	116,612	120,167	123,689	127,313
14	109,550	113,082	116,612	120,167	123,689	127,313	131,041
15	109,550	113,082	116,612	120,167	123,689	127,313	131,041
16	109,550	113,082	116,612	120,167	123,689	127,313	131,041
<u>Step Increase</u>							
17	114,847	118,554	122,277	125,977	129,692	133,495	137,411
18	114,847	118,554	122,277	125,977	129,692	133,495	137,411
19	114,847	118,554	122,277	125,977	129,692	133,495	137,411
<u>Step Increase</u>							
20	120,407	124,299	128,208	132,109	135,994	139,988	144,099
21	120,407	124,299	128,208	132,109	135,994	139,988	144,099
22	120,407	124,299	128,208	132,109	135,994	139,988	144,099
<u>Step Increase</u>							
23	126,245	130,334	134,434	138,531	142,610	146,805	151,122

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

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

Newly employed faculty shall be placed on the appropriate column and step no lower than step 3 of the applicable faculty salary schedule

Faculty placed on salary schedule B-1b are contracted for 197 days over the fiscal year. Each cell is equal to 1.10 times the equivalent B-1 cell.

*Salary schedules are Board of Trustees approved at the start of each fiscal year. Individual job descriptions and their salary ranges are board approved throughout the year, and the salary schedules are updated to reflect each approved change when necessary.*

**APPENDIX B-2: Temporary (Part-time) & Full-Time Overload Lecture/Hourly Faculty Salary Schedule**

SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT  
 CUESTA COLLEGE  
 TEMPORARY, PART-TIME & FULL-TIME OVERLOAD LECTURE/HOURLY  
 FACULTY SALARY SCHEDULE  
 Effective date: July 1, 2023

Step	COLUMN A - B.A.		COLUMN B - M.A.		COLUMN C - B.A. + 45 Units & M.A.		COLUMN D - B.A. + 60 Units & M.A.		COLUMN E - B.A. + 75 Units & M.A.		COLUMN F - B.A. + 90 Units & M.A.		COLUMN G - Doctorate	
	*	Hourly	*	Hourly	*	Hourly	*	Hourly	*	Hourly	*	Hourly	*	Hourly
3	1,335	74.14	1,401	77.85	1,468	81.53	1,534	85.23	1,601	88.96	1,667	92.62	1,733	96.26
4	1,401	77.85	1,468	81.53	1,534	85.23	1,601	88.96	1,667	92.62	1,733	96.26	1,799	99.97
5	1,468	81.53	1,534	85.23	1,601	88.96	1,667	92.62	1,733	96.26	1,799	99.97	1,866	103.67
6	1,534	85.23	1,601	88.96	1,667	92.62	1,733	96.26	1,799	99.97	1,866	103.67	1,933	107.37
7	1,601	88.96	1,667	92.62	1,733	96.26	1,799	99.97	1,866	103.67	1,933	107.37	1,999	111.05
8	1,667	92.62	1,733	96.26	1,799	99.97	1,866	103.67	1,933	107.37	1,999	111.05	2,065	114.75
9	1,733	96.26	1,799	99.97	1,866	103.67	1,933	107.37	1,999	111.05	2,065	114.75	2,132	118.42
10	1,799	99.97	1,866	103.67	1,933	107.37	1,999	111.05	2,065	114.75	2,132	118.42	2,198	122.12
11	1,866	103.67	1,933	107.37	1,999	111.05	2,065	114.75	2,132	118.42	2,198	122.12	2,265	125.81
12	1,933	107.37	1,999	111.05	2,065	114.75	2,132	118.42	2,198	122.12	2,265	125.81	2,331	129.49
13	1,999	111.05	2,065	114.75	2,132	118.42	2,198	122.12	2,265	125.81	2,331	129.49	2,399	133.27
14	2,065	114.75	2,132	118.42	2,198	122.12	2,265	125.81	2,331	129.49	2,399	133.27	2,469	137.17

\*Note: Amount is computed for one semester hour, for the 18 week semester, and includes flex activities and finals week.

Salary schedules are Board of Trustees approved at the start of each fiscal year. Individual job descriptions and their salary ranges are board approved throughout the year, and the salary schedules are updated to reflect each approved change when necessary.

**APPENDIX B-3: Temporary (Part-time) & Full-Time Overload Lab/Hourly Faculty Salary Schedule**

SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT  
 CUESTA COLLEGE  
 TEMPORARY, PART-TIME & FULL-TIME OVERLOAD LABORATORY/HOURLY  
 FACULTY SALARY SCHEDULE  
 Effective date: July 1, 2023

	<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	
Step	*	Hourly	*	Hourly	*	Hourly	*	Hourly	*	Hourly	*	Hourly	*	Hourly
3	1,001	55.61	1,051	58.39	1,101	61.15	1,151	63.92	1,201	66.72	1,250	69.45	1,300	72.21
4	1,051	58.39	1,101	61.15	1,151	63.92	1,201	66.72	1,250	69.45	1,300	72.21	1,350	74.99
5	1,101	61.15	1,151	63.92	1,201	66.72	1,250	69.45	1,300	72.21	1,350	74.99	1,400	77.75
6	1,151	63.92	1,201	66.72	1,250	69.45	1,300	72.21	1,350	74.99	1,400	77.75	1,449	80.52
7	1,201	66.72	1,250	69.45	1,300	72.21	1,350	74.99	1,400	77.75	1,449	80.52	1,499	83.30
8	1,250	69.45	1,300	72.21	1,350	74.99	1,400	77.75	1,449	80.52	1,499	83.30	1,549	86.05
9	1,300	72.21	1,350	74.99	1,400	77.75	1,449	80.52	1,499	83.30	1,549	86.05	1,599	88.81
10	1,350	74.99	1,400	77.75	1,449	80.52	1,499	83.30	1,549	86.05	1,599	88.81	1,649	91.59
11	1,400	77.75	1,449	80.52	1,499	83.30	1,549	86.05	1,599	88.81	1,649	91.59	1,698	94.36
12	1,449	80.52	1,499	83.30	1,549	86.05	1,599	88.81	1,649	91.59	1,698	94.36	1,748	97.12
13	1,499	83.30	1,549	86.05	1,599	88.81	1,649	91.59	1,698	94.36	1,748	97.12	1,799	99.95
14	1,549	86.05	1,599	88.81	1,649	91.59	1,698	94.36	1,748	97.12	1,799	99.95	1,852	102.86

\*Note: Amount is computed for one semester hour, for the 18 week semester, and includes flex activities and finals week.

*Salary schedules are Board of Trustees approved at the start of each fiscal year. Individual job descriptions and their salary ranges are board approved throughout the year, and the salary schedules are updated to reflect each approved change when necessary.*

**APPENDIX B-4: Temporary (Part-Time) & Full-Time Overload Two-Thirds Laboratory/Hourly Faculty Salary Schedule**

SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT  
 CUESTA COLLEGE  
 TEMPORARY, PART-TIME & FULL-TIME OVERLOAD TWO-THIRDS LABORATORY/HOURLY  
 FACULTY SALARY SCHEDULE  
 Effective date: July 1, 2023

	<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
Step	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
3	37.07	38.92	40.79	42.62	44.48	46.31	48.15
4	38.92	40.79	42.62	44.48	46.31	48.15	49.98
5	40.79	42.62	44.48	46.31	48.15	49.98	51.83
6	42.62	44.48	46.31	48.15	49.98	51.83	53.68
7	44.48	46.31	48.15	49.98	51.83	53.68	55.53
8	46.31	48.15	49.98	51.83	53.68	55.53	57.36
9	48.15	49.98	51.83	53.68	55.53	57.36	59.21
10	49.98	51.83	53.68	55.53	57.36	59.21	61.06
11	51.83	53.68	55.53	57.36	59.21	61.06	62.91
12	53.68	55.53	57.36	59.21	61.06	62.91	64.73
13	55.53	57.36	59.21	61.06	62.91	64.73	66.62
14	57.36	59.21	61.06	62.91	64.73	66.62	68.50

*Salary schedules are Board of Trustees approved at the start of each fiscal year. Individual job descriptions and their salary ranges are board approved throughout the year, and the salary schedules are updated to reflect each approved change when necessary.*



## APPENDIX B-5: Instructional Division Chair Faculty Salary Schedule

SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT  
CUESTA COLLEGE  
B-5 194.5 DAY INSTRUCTIONAL DIVISION CHAIR SALARY SCHEDULE 2023 - 2024  
Effective Date: July 1, 2023

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	87,612	90,787	93,961	97,133	100,330	103,477	106,626
4	90,787	93,961	97,133	100,330	103,477	106,626	109,797
5	93,961	97,133	100,330	103,477	106,626	109,797	112,975
6	97,133	100,330	103,477	106,626	109,797	112,975	116,144
7	100,330	103,477	106,626	109,797	112,975	116,144	119,316
8	103,477	106,626	109,797	112,975	116,144	119,316	122,482
9	106,626	109,797	112,975	116,144	119,316	122,482	125,649
10	109,797	112,975	116,144	119,316	122,482	125,649	128,828
11	112,975	116,144	119,316	122,482	125,649	128,828	132,005
12	116,144	119,316	122,482	125,649	128,828	132,005	135,164
13	119,316	122,482	125,649	128,828	132,005	135,164	138,414
14	122,482	125,649	128,828	132,005	135,164	138,414	141,759
15	122,482	125,649	128,828	132,005	135,164	138,414	141,759
16	122,482	125,649	128,828	132,005	135,164	138,414	141,759
<u>Step Increase</u>							
17	127,233	130,558	133,897	137,229	140,548	143,960	147,472
18	127,233	130,558	133,897	137,229	140,548	143,960	147,472
19	127,233	130,558	133,897	137,229	140,548	143,960	147,472
<u>Step Increase</u>							
20	132,221	135,712	139,217	142,716	146,201	149,783	153,472
21	132,221	135,712	139,217	142,716	146,201	149,783	153,472
22	132,221	135,712	139,217	142,716	146,201	149,783	153,472
<u>Step Increase</u>							
23	137,456	141,123	144,802	148,478	152,135	155,897	159,771

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 194.5 days

Salary schedules are Board of Trustees approved at the start of each fiscal year. Individual job descriptions and their salary ranges are board approved throughout the year, and the salary schedules are updated to reflect each approved change when necessary.

**APPENDIX B-6: Service Faculty Chair Faculty Salary Schedule**

SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT  
 CUESTA COLLEGE  
**B-6 216.5 DAY FACULTY CHAIR SALARY SCHEDULE 2023 - 2024**  
 Effective Date: July 1, 2023

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	93,625	97,115	100,608	104,097	107,614	111,076	114,540
4	97,115	100,608	104,097	107,614	111,076	114,540	118,027
5	100,608	104,097	107,614	111,076	114,540	118,027	121,524
6	104,097	107,614	111,076	114,540	118,027	121,524	125,008
7	107,614	111,076	114,540	118,027	121,524	125,008	128,498
8	111,076	114,540	118,027	121,524	125,008	128,498	131,980
9	114,540	118,027	121,524	125,008	128,498	131,980	135,465
10	118,027	121,524	125,008	128,498	131,980	135,465	138,962
11	121,523	125,008	128,498	131,980	135,465	138,962	142,455
12	125,008	128,498	131,980	135,465	138,962	142,455	145,931
13	128,498	131,980	135,465	138,962	142,455	145,931	149,506
14	131,980	135,465	138,962	142,455	145,931	149,506	153,184
15	131,980	135,465	138,962	142,455	145,931	149,506	153,184
16	131,980	135,465	138,962	142,455	145,931	149,506	153,184
<u>Step Increase</u>							
17	137,208	140,864	144,538	148,202	151,854	155,606	159,470
18	137,208	140,864	144,538	148,202	151,854	155,606	159,470
19	137,208	140,864	144,538	148,202	151,854	155,606	159,470
<u>Step Increase</u>							
20	142,693	146,534	150,389	154,238	158,072	162,012	166,069
21	142,693	146,534	150,389	154,238	158,072	162,012	166,069
22	142,693	146,534	150,389	154,238	158,072	162,012	166,069
<u>Step Increase</u>							
23	148,452	152,486	156,533	160,576	164,600	168,738	172,998

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

Faculty placed on salary schedule B-1b are contracted for 197 days over the fiscal year. Each cell is equal to 1.10 times the equivalent B-1 cell.

*Salary schedules are Board of Trustees approved at the start of each fiscal year. Individual job descriptions and their salary ranges are board approved throughout the year, and the salary schedules are updated to reflect each approved change when necessary.*

## APPENDIX B-7: North County Coordinator Faculty Salary Schedule

SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT  
 CUESTA COLLEGE  
**B-7 NORTH COUNTY COORDINATOR SALARY SCHEDULE 2023 - 2024**  
 Effective Date: July 1, 2023

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	75,296	78,470	81,645	84,817	88,014	91,161	94,310
4	78,470	81,645	84,817	88,014	91,161	94,310	97,480
5	81,645	84,817	88,014	91,161	94,310	97,480	100,659
6	84,817	88,014	91,161	94,310	97,480	100,659	103,827
7	88,014	91,161	94,310	97,480	100,659	103,827	106,999
8	91,161	94,310	97,480	100,659	103,827	106,999	110,166
9	94,310	97,480	100,659	103,827	106,999	110,166	113,333
10	97,480	100,659	103,827	106,999	110,166	113,333	116,512
11	100,659	103,827	106,999	110,166	113,333	116,512	119,688
12	103,827	106,999	110,166	113,333	116,512	119,688	122,848
13	106,999	110,166	113,333	116,512	119,688	122,848	126,098
14	110,166	113,333	116,512	119,688	122,848	126,098	129,442
15	110,166	106,858	116,512	119,688	122,848	126,098	129,442
16	110,166	106,858	116,512	119,688	122,848	126,098	129,442
<u>Step Increase</u>							
17	114,917	118,241	121,580	124,912	128,232	131,643	135,156
18	114,917	118,241	121,580	124,912	128,232	131,643	135,156
19	114,917	118,241	121,580	124,912	128,232	131,643	135,156
<u>Step Increase</u>							
20	119,905	123,396	126,901	130,400	133,884	137,467	141,155
21	119,905	123,396	126,901	130,400	133,884	137,467	141,155
22	119,905	123,396	126,901	130,400	133,884	137,467	141,155
<u>Step Increase</u>							
23	125,140	128,807	132,486	136,161	139,819	143,581	147,454

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

*Salary schedules are Board of Trustees approved at the start of each fiscal year. Individual job descriptions and their salary ranges are board approved throughout the year, and the salary schedules are updated to reflect each approved change when necessary.*

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

(Please Print or Type all information)

Name: \_\_\_\_\_  
 (Last) (First)

Banner ID # \_\_\_\_\_

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

PAYROLL OFFICE USE:		
	\$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 years' 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. Salary column changes will be awarded according to the following provisions:

Graduate courses completed at accredited colleges or universities, including those in education or educational leadership:

- Send official transcript(s) or official documentation directly to Human Resources from the granting institution.

Undergraduate courses, credits from non-accredited institutions, and non-academic (work) experience:

- Request approval from the appropriate vice president prior to course or work experience completion. Requesting and receiving approval prior to the start date is highly recommended.
- Upon approval, supply official transcript(s) or official documentation sent directly to Human Resources from the granting institution.

2. Submissions received by May 31 will be effective July 1 (regular and temporary faculty) and those received by December 31 will qualify for January payroll (temporary faculty only)

### **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.

### EXTRA DUTY COMPENSATION – APPENDIX B-10

Program	Stipend	
Coach Stipends - baseball, cross country, softball, swimming & diving, track & field, water polo, women's soccer, women's tennis, women's volleyball, wrestling	\$7,680	
Coach Stipends – women's and men's basketball	\$8,600	
Personal Development Studies/Career Planning (PEDS)	\$6,000	
Cooperative Work Experience	\$6,000	
Agriculture Plant Science	\$6,000	
Journalism	\$6,000	
Choreography & Performance	\$3,350	
Drama	\$3,350	
Instructional Music	\$3,350	
Project Journalism (newspaper)	\$3,350	
Vocal Music	\$3,350	
Addiction Studies	Level 1, 2 or 3	
Agricultural Mechanics	Level 1, 2 or 3	
Architectural Technology	Level 1, 2 or 3	
Auto Body Technology	Level 1, 2 or 3	
Aviation Maintenance	Level 1, 2 or 3	
College Success Studies	Level 1, 2 or 3	
CMC Faculty Program Coordinator*	Level 3 only	
Criminal Justice	Level 1, 2 or 3	
Cooperative Work Experience	Level 1, 2 or 3	
Construction Technology	Level 1, 2 or 3	
Culinary Arts	Level 1, 2 or 3	
Education	Level 1, 2 or 3	
Geography	Level 1, 2 or 3	
Global Studies	Level 1, 2 or 3	
Hospitality	Level 1, 2 or 3	
Emergency Medical Technology	Level 1, 2 or 3	
Legal Studies	Level 1, 2 or 3	
Medical Assistant	Level 1, 2 or 3	
Paralegal	Level 1, 2 or 3	
Phlebotomy Director	Level 1, 2 or 3	
Personal Development Studies	Level 1, 2 or 3	
Theater Tech	Level 1, 2 or 3	
WEDCP Work Experience	Level 1, 2 or 3	

\*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.

**B.** Extra-duty stipends require pre-approval from the appropriate dean. Approval of an extra-duty stipend does not set a precedence for an individual faculty member or program to receive a stipend in the future. The stipend of extra-duty compensation shall be as follows:



Supplemental Duty Type:

Level 1 – Programs with one to two (1-2) courses and CPPR. The district will provide a stipend of \$250 total for a PT faculty member for completion of an annual or biennial program review document (APPW or CTER), and \$500 total for the comprehensive program review document (CPPR). The stipend may be split between up to 3 part-time faculty who agree to collaborate on program review documents.

Level 2 – Programs with 3 or more courses will receive an additional \$100 per course assigned for completion of each program review document (APPW, CTER or CPPR) not to exceed the stipend amount of Level 3.

Level 3 – Programs with faculty responsible for textbook ordering, writing course materials/lab manuals, management of other faculty schedules, organization of course materials, paid at \$2880 per semester;

Or

Multiple courses with ancillary duties: to include such examples as advisory board representation, community outreach requirements for internship/externship, management of teaching assistants, paid at \$2880 per semester.

A statement of work (SOW) is required for all stipends for Level 2 or Level 3.

**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
ITRC meets and makes recommendations	<ul style="list-style-type: none"> <li>ITRC</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.